



Kenya National Highways Authority

Quality Highways, Better Connections

TENDER NO. KeNHA/R5/230/2024

**PERFORMANCE BASED CONTRACT FOR THE MAINTENANCE OF STREET LIGHTING
ON NAIROBI – THIKA HIGHWAY (S1) ROAD**

(ALL)

NOVEMBER, 2024

DIRECTOR (MAINTENANCE)

**KENYA NATIONAL HIGHWAYS
AUTHORITY**

P.O. BOX 49712-00100

NAIROBI

DIRECTOR GENERAL

**KENYA NATIONAL HIGHWAYS
AUTHORITY**

P.O. BOX 49712-00100

NAIROBI

SECTION I - INVITATION FOR TENDERS	4
PART 1 – TENDERING PROCEDURES	8
SECTION II - INSTRUCTIONS TO TENDERERS	9
SECTION III - TENDER DATA SHEET	30
SECTION IV - EVALUATION AND QUALIFICATION CRITERIA	35
SECTION V - TENDERING FORMS	51
FORM ELI-1.1- TENDERER INFORMATION FORM	53
FORM ELI- 1.2- TENDERER JV INFORMATION	54
FORM ELI - 1.3- QUALIFICATION OF FOREIGN CONTRACTORS	55
FORM ELI - 1.4- DECLARATIONS OF MATERIALS, EQUIPMENT AND LABOUR SOURCES	57
FORM OF TENDER	58
FORM CON – 1 HISTORICAL CONTRACT NON-PERFORMANCE, PENDING LITIGATION AND LITIGATION HISTORY	72
FORM CON – 2: DECLARATION FORM – FAIR EMPLOYMENT LAW AND PRACTICES	73
FORM CON – 3: CERTIFICATE OF BIDDER’S VISIT TO SITE	74
FORM FIN – 3.1: FINANCIAL SITUATION AND PERFORMANCE	75
FORM FIN – 3.2: AVERAGE ANNUAL CONSTRUCTION TURNOVER	79
FORM FIN - 3.3: CURRENT CONTRACT COMMITMENTS / WORKS IN PROGRESS	80
FORM EXP - 4.1: GENERAL CONSTRUCTION EXPERIENCE	81
FORM EXP - 4.2(A): SPECIFIC CONSTRUCTION AND CONTRACT MANAGEMENT EXPERIENCE	82
FORM EXP - 4.2(B): CONSTRUCTION EXPERIENCE IN KEY ACTIVITIES	83
TECHNICAL PROPOSAL	85
FORM OF TENDER SECURITY - DEMAND GUARANTEE	104
PART 2 – WORKS REQUIREMENTS	105
SECTION VI - SPECIFICATIONS	106
SECTION VII – BILLS OF QUANTITIES	176
SECTION VIII - DRAWINGS	198
PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS	203
SECTION IX - CONDITIONS OF CONTRACT PART I -GENERAL CONDITIONS	204
SECTION X - CONDITIONS OF CONTRACT PART II - PARTICULAR CONDITIONS	206
SUB-CLAUSE 1.1: DEFINITIONS	209
SUB-CLAUSE 1.4: LANGUAGE AND LAW	209
SUB-CLAUSE 1.6: CONTRACT AGREEMENT	210
SUB-CLAUSE 3.1: ENGINEER’S DUTIES AND AUTHORITY	210
SUB-CLAUSE 4.2: PERFORMANCE SECURITY	210
SUB-CLAUSE 4.4: SUBCONTRACTORS	210
SUB-CLAUSE 4.8: SAFETY PROCEDURES	211
SUB-CLAUSE 4.18: PROTECTION OF THE ENVIRONMENT	211

SUB-CLAUSE 6.1: ENGAGEMENT OF STAFF AND LABOUR	211
SUB-CLAUSE 6.5: WORKING HOURS	212
SUB-CLAUSE 6.7: HEALTH AND SAFETY	212
SUB-CLAUSE 7.4 TESTING	212
SUBCLAUSE 8.7: DELAY DAMAGES	214
SUBCLAUSE 11.1: COMPLETION OF OUTSTANDING WORK AND REMEDYING DEFECTS	214
SUBCLAUSE 13.1: RIGHT TO VARY	214
SUB-CLAUSE 14.8: DELAYED PAYMENT	214
SUB-CLAUSE 14.15: CURRENCIES OF PAYMENT	214
SUB-CLAUSE 18.1 GENERAL REQUIREMENTS FOR INSURANCES	214
SECTION XI - STANDARD CONTRACT FORMS	216
FORM NO. 1: NOTIFICATION OF INTENTION TO AWARD	218
FORM NO. 2: LETTER OF NOTIFICATION OF AWARD	221
FORM NO. 3: FORM OF AGREEMENT	222
FORM NO. 4 - PERFORMANCE SECURITY	223
FORM No. 5 - PERFORMANCE SECURITY OPTION 2- (Performance Bond)	224
FORM NO. 6 - ADVANCE PAYMENT SECURITY (Not Applicable)	226
FORM NO. 7: FORM RB 1 APPLICATION FOR PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD	228
FORM NO. 8 BENEFICIAL OWNERSHIP DISCLOSURE FORM	229

SECTION I - INVITATION FOR TENDERS

SECTION 1: INVITATION TO TENDER

TENDER NO. KeNHA/R5/230/2024 – PERFORMANCE BASED CONTRACT FOR THE MAINTENANCE OF STREET LIGHTING ON NAIROBI – THIKA HIGHWAY (S1) ROAD

The Kenya National Highways Authority (KeNHA) is a State Corporation established under the Kenya Roads Act, 2007, with the responsibility for the management, development, rehabilitation and maintenance of national roads.

The Authority invites bids from eligible construction companies registered with the **National Construction Authority (NCA) in Category NCA 2, 3 or 4** and **registered with Energy & Petroleum Regulatory Authority (EPRA) in Class A** for the **PERFORMANCE BASED CONTRACT FOR THE MAINTENANCE OF STREET LIGHTING ON NAIROBI – THIKA HIGHWAY (S1) ROAD** to be funded through Road Maintenance Fuel Levy Fund (RMLF).

SCOPE OF WORK

The scope of works shall be as described in the tender document.

QUALIFICATION FOR TENDERING

Mandatory Requirements

The following **MUST** be submitted together with the bid;

1. Copy of Certificate of incorporation
2. Copy of **Valid** Annual Practising Licence with the National Construction Authority in the classes specified above
3. Copy of **Valid** Annual Practising Licence with the Energy & Petroleum Regulatory Authority in the classes specified above
4. Copy of **Valid** Tax Compliance Certificate
5. Copy of recent CR 12 form (Issued within the last Six 6 months from the Tender Opening Date).
6. Bidders shall sequentially serialise all pages of each tender submitted. A Guide Note on Serialization is outlined in the Notes below
7. A copy of PBC Certificate for at least one of the Directors.

Other Requirements

As specified in the respective tender documents covering the following: -

1. Similar previous experience where applicable.
2. Professional and Technical Personnel.
3. Current work load.
4. Eligibility
 - a. To enhance equity, bidders shall bid for a maximum of **Two (2)** Tenders, but can only be Awarded a Maximum of **One (1)** Tenders, under this Tender Notice. Bidders who participate in more than **Two (2)** tenders shall be disqualified.
 - b. Director (s) bidding under different companies for the same tender shall be disqualified
 - c. Director (s) bidding under different companies should not participate in more than **Two (2)** tenders
 - d. Only those bidders registered in the Category as indicated in the tender document shall bid for the respective tenders

- e. Bidders to comply with Section 157 of the Public Procurement and Asset Disposal Act, 2015 (PPADA, 2015) on participation of candidates in preference and reservations.
 - f. Any form of Canvassing will lead to disqualification
5. Source of indices and base values

Notes:

1. All submitted Documents may be verified from the issuing agencies, KeNHA Reserves the right to verify all submitted documents.
2. The bidders to ensure that their rates in the bills of quantities are within the known prevailing market rates for road works pursuant to Section 70(6) (b) of PPADA, 2015 read together with Regulation 43(4) of the Public Procurement and Asset Disposal Regulations, 2020.

Procurement shall be based on the post qualification method and the above details will be submitted with the priced bid.

There shall be a **mandatory pre-tender site visits** as specified in the detailed tender notice above and as uploaded onto the KeNHA website.

NOTE:

Every Bidder shall be represented by one Technical Person with a Minimum qualification of a Diploma in Electrical Engineering. The Individual SHALL bring along the following in hard copies:

1. **Original ID/Passport and a CERTIFIED Copy**
2. **CERTIFIED copy of Diploma/H. Dip./Degree Certificate**
3. **CERTIFIED Copy of Registration Certificate and proof of current subscription by Engineers Board of Kenya (EBK)/ Kenya Engineering Technology Registration Board (KETRB)/ Institute of Engineering Technologists and Technicians (IET)**
4. **Original Introductory letter bearing the Company letterhead and an Official Stamp authorizing them to represent them in the specific pre-tender site visit/Pre-Tender Conference. The letter shall be duly signed. Photocopies or any other media shall not be accepted.**
 - The copies of ID/Passport, Academic Certificates, Professional Registration Certificate, proof of current subscription **SHALL** be certified by commissioner of oaths or Notaries public
 - All the above documents shall be retained by the Procuring Entity's and may be verified later for authenticity.

One (1) person shall only represent one (1) company per Tender.

The detailed tender notice is available in the KeNHA website and Public Procurement Information Portal (PIIP). Clarifications and Questions may be sent to procurement@kenha.co.ke as indicated in the Tender Notice.

NOTE:

1. **Every bidder shall make their own arrangements to familiarize themselves with the site conditions and the Road and its features.**
2. **Clarity on Serialization of Tender Documents by Prospective Bidders**

Please note that all pages of the tender documents submitted by bidders shall be sequentially serialized numerically that is; 1,2,3,4,5...etc. That is, serialization shall be undertaken by the

bidder, by doing fresh numbering on its documents. The pagination of the tender documents as downloaded from the KeNHA website should not be used as a means of Serialization. The bidder's serialization should follow the same logical sequence from the first page to the end.

Interested eligible candidates may obtain further information and inspect tender documents from the **Procurement Office, Kenya National Highways Authority, -Nairobi Regional Office, Ministry of Works Offices, Machakos Road** as indicated in the Tender Notice during normal working hours.

A complete set of tender documents may be obtained by interested tenderers from the Kenya National Highways Authority website: www.kenha.co.ke or PPIP portal: www.tenders.go.ke free of charge. Bidders are encouraged to download tender documents to minimise physical visits to the respective **KeNHA Regional Offices**.

Completed tender documents are to be enclosed in plain sealed envelope clearly marked with tender name, reference number and submitted to: -

**Office of the Regional Director – Nairobi Region,
Kenya National Highways Authority,
P.O. Box 200-00507,
NAIROBI, KENYA**

Or Deposited in the Tender Box at the reception area, **KeNHA Nairobi Region, Ministry of Works Offices, Machakos Road** so as to be received on or before **the Date and Time as indicated in the Tender Notice**.

All interested bidders are required to continually check the Kenya National Highways Authority website: www.kenha.co.ke for any tender addendums or clarifications that may arise before submission date.

Tenders will be opened immediately thereafter in the presence of Tenderers/Representatives who wish to attend at the KeNHA Nairobi Regional Office Board Room.

Deputy Director, Supply Chain Management

For: DIRECTOR GENERAL

PART 1 – TENDERING PROCEDURES

SECTION II - INSTRUCTIONS TO TENDERERS

SECTION 2 - INSTRUCTIONS TO TENDERERS

A. GENERAL

1. Scope of Tender

1.1 The Procuring Entity, as indicated in the TDS, issues this tendering document for the procurement of Works and Services as listed below for the award of a Performance-based Road Contract. The name, identification, and number of lots (contracts) of this ITT are specified in the TDS. The Works and Services under the Performance-based Contract will cover the Roads indicated in the TDS and will consist of:

- a) Maintenance Services or “Services” consisting of all interventions on the Roads which are to be carried out by the contractor in order to achieve and keep the Road performance stand defined by the Service Level included in Section VII, Specifications for Works and Services of this tendering document, and all activities related to the management and evaluation of the road network under contract;
- b) Rehabilitation Works, when requested in the TDS for the sections of the Road(s) indicated in the TDS, consisting of specific types of civil works described in the Specifications;
- c) Improvement Works, when requested in the TDS, consisting of a set of specific interventions indicated in the Specifications to add new characteristics to the Roads in response to existing or new traffic and safety or other considerations;
- d) Works consisting of activities needed to reinstate the Roads and reconstruct their structure or their right of way which has been damaged as a result of natural phenomena with imponderable consequences, such as strong storms, flooding, and earthquakes.

2. Interpretations

Throughout this tendering document:

The term “in writing” means communicated in written form (e.g. by mail, e-mail, and fax, including if specified in the TDS, distributed or received through electronic-procurement system used by the Procuring Entity) with proof of receipt;

if the context so requires, “singular” means “plural’ and vice versa; and “Day” means calendar day, unless otherwise specified as a “Business Day.” A Business Day is any day that is a working day of the Procuring Entity. It excludes the Procuring Entity's official public holidays.

3. Fraud and Corruption

- 3.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 “Declaration not to engage in corruption”. The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.
- 3.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the “Certificate of Independent Tender Determination” annexed to the Form of Tender.

- 3.3 Unfair Competitive Advantage-Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the Data Sheet and make available to all the firms together with this tender document all information that would in that respect give such firm any unfair competitive advantage over competing firms.
- 3.4 Tenderers shall permit and shall cause their agents (where declared or not), subcontractors, sub consultants, service providers, suppliers, and their personnel, to permit the Procuring Entity to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, tender submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Entity.

4 Eligible Tenderers

- 4.1 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITT 4.6 or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a Form of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of JV members shall be specified in the TDS.
- 4.2 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers with such relatives are also not allowed to participate in any procurement proceedings.
- 4.3 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:
- a) Directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
 - b) Receives or has received any direct or indirect subsidy from another Tenderer; or
 - c) Has the same legal representative as another Tenderer; or
 - d) Has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or
 - e) Or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Tender; or
 - f) Or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity or Procuring Entity as Engineer for the Contract implementation; or
 - g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the TDS ITT 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - h) has a close business or family relationship with a professional staff of the Procuring Entity,

who:

- i) are directly or indirectly involved in the preparation of the tendering document or specifications of the Contract, and/or the Tender evaluation process of such Contract; or
- ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tendering process and execution of the Contract.

- 4.4 A firm that is a Tenderer (either individually or as a JV member) shall not participate in more than one Tender, except for permitted alternative Tenders. This includes participation as a subcontractor in other Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a Tenderer or a JV member may participate as a subcontractor in more than one Tender.
- 4.5 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case maybe. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub-consultants for any part of the Contract including related Services.
- 4.6 Tenderer that has been debarred from participating in public procurement shall be ineligible to be prequalified for a tender or be awarded a contract. The list of debarred firms and individuals is available from the website of PPRRA www.ppra.go.ke or email complaints@ppra.go.ke.
- 4.7 Tenderers that are state-owned enterprises or institutions in Kenya may be eligible to compete and be awarded a Contract(s) only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Procuring Entity.
- 4.8 Tenderer shall not be under suspension from Tendering by the Procuring Entity as the result of the operation of a Tender-Securing or Proposal-Securing Declaration.
- 4.9 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, if Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 4.10 Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, subcontracts and labor) from national suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable the Procuring Entity determine if this condition is met shall be provided in for this purpose is be provided in "SECTION III - EVALUATION AND QUALIFICATION CRITERIA, Item 9".
- 4.11 Pursuant to the eligibility requirements of ITT 4.10, a tender is considered a foreign tenderer, if the tenderer is not registered in Kenya or if the tenderer is registered in Kenya and has less than 51 percent ownership by Kenyan citizens. JVs are considered as foreign tenderers if the individual member firms are not registered in Kenya or if are registered in Kenya and have less than 51 percent ownership by Kenyan citizens. The JV shall not

subcontract to foreign firms more than 10 percent of the contract price, excluding provisional sums.

- 4.12 The National Construction Authority Act of Kenya requires that all local and foreign contractors be registered with the National Construction Authority and be issued with a Registration Certificate before they can undertake any construction works in Kenya. Registration for foreign contractors shall not be a condition for tender, but it shall be a condition of contract award and signature. A selected tenderer shall be given opportunity to register before such award and signature of contract. Application for registration with National Construction Authority may be accessed from the website www.nca.go.ke.
- 4.13 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke
- 4.14 A Tenderer may be considered ineligible if he/she offers goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.
- 4.15 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a valid tax compliance or tax exemption certificate issued by the Kenya Revenue Authority.

5. Eligible Materials, Equipment, and Services

- 5.1 The materials, equipment and services to be supplied under the Contract may have their origin in any eligible country and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Procuring Entity's request, Tenderers may be required to provide evidence of the origin of materials, equipment and services.
- 5.2 For purposes of ITT 5.1 above, "origin" means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that is substantially different in its basic characteristics or in purpose or utility from its components.

B. Contents of Tendering Document

6 Sections of Tendering Document

- 6.1 The tendering document consists of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITT 10.

PART 1 - Tendering Procedures

Section I- Instructions to Tenderers (ITT) Section II-Tender Data Sheet (TDS)

Section III- Evaluation and Qualification Criteria Section IV-Tendering Forms

PART 2 - Works and Services' Requirements

Section V - Specifications

PART 3-Conditions of Contract and Contract Forms

Section VI - General Conditions of Contract

Section VII - Special Conditions of Contract Section VIII-Contract Forms

- 6.2 The Invitation to Tender (ITT) or the notice to the prequalified Tenderers issued by the Procuring Entity is not part of the tendering document.
- 6.3 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the tendering document, responses to requests for clarification, the minutes of the pre-Tender meeting (if any), or Addenda to the tendering document in accordance with ITT 10. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.
- 6.4 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tendering document and to furnish with its Tender all information and documentation as is required by the tendering document.

7 Site Visit

- 7.1 The Tenderer, at the Tenderer'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 Tender and entering into a contract for the Services. The costs of visiting the Site shall be at the Tenderer's own expense.

8 Pre-Tender Meeting and a pre-arranged pretender site visit

- 8.1 The Procuring Entity shall specify in the TDS if a pre-tender conference will be held, when and where. The Procuring Entity shall also specify in the TDS if a pre-arranged pretender visit of the site of the works will be held and when. The Tenderer's designated representative is invited to attend a pre-arranged pretender visit of the site of the works. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 8.2 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the TDS before the meeting.
- 8.3 Minutes of the pre-Tender meeting and the pre-arranged pretender visit of the site of the works, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with ITT 6.3. Minutes shall not identify the source of the questions asked.

8.4 The Procuring Entity shall also promptly publish anonymized (no names) Minutes of the pre-Tender meeting and the pre-arranged pretender visit of the site of the works at the web page identified in the TDS. Any modification to the Tender Documents 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 10 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

9 Clarification of Tender Documents

9.1 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the TDS or raise its enquiries during the pre-Tender meeting and the pre-arranged pretender visit of the site of the works if provided for in accordance with ITT 8.4. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the TDS prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender Documents in accordance with ITT 6.3, including a description of the inquiry but without identifying its source. If so specified in the TDS, the Procuring Entity shall also promptly publish its response at the web page identified in the TDS. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents appropriately following the procedure under ITT 10.

10 Amendment of Tendering Document

10.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tendering document by issuing addenda.

10.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's website in accordance with ITT 8.4.

10.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity shall extend, as necessary, the deadline for submission of Tenders, in accordance with ITT 24.2 below.

C. Preparation of Tenders

11 Cost of Tendering

11.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

12 Language of Tender

12.1 The Tender, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Procuring Entity, shall be written in the English language. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purposes of interpretation of the Tender, such translation shall govern.

13 Documents Comprising the Tender

13.1 The Tender shall comprise the following:

- a Form of Tender prepared in accordance with ITT 14;
- b Schedules, including priced Bills of Quantities completed in accordance with ITT 14 and ITT 16;

- c Tender Security or Tender-Securing Declaration, in accordance with ITT 21.1;
- d Alternative Tender, if permissible, in accordance with ITT 15;
- e Authorization: written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 22.3;
- f Qualifications: documentary evidence in accordance with ITT 19 establishing the Tenderer's qualifications, or continued qualified status, as the case may be, to perform the Contract if its Tender is accepted;
- g Conformity: a technical proposal in accordance with ITT 18;
- h Any other document required in the TDS.

13.2 In addition to the requirements under ITT 13.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a Form of Intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed agreement.

13.3 The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

14 Form of Tender, and Schedules

14.1 The Form of Tender and Schedules, including the Bills of Quantities, shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. The Tenderer chronologically serialize all pages of the tender documents submitted.

15 Alternative Tenders

15.1 Unless otherwise indicated in the TDS, alternative Tenders shall not be considered.

15.2 When alternative times for reaching the required Service Levels or for the completion of Rehabilitation or Improvement Works are explicitly invited, a statement to that effect will be included in the TDS, as will the method of evaluating different times for completion.

15.3 Except as provided under ITT 15.4 below, Tenderers wishing to offer technical alternatives to the requirements of the tendering document must first price the Procuring Entity's design as described in the tendering document and shall further provide all information necessary for a complete evaluation of the alternative by the Procuring Entity, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the Tenderer with the Best Evaluated Tender conforming to the basic technical requirements shall be considered by the Procuring Entity.

15.4 When specified in the TDS, Tenderers are permitted to submit alternative technical solutions for specified parts of the Rehabilitation and/or Improvement Works, and such parts will be identified in the TDS, as will the method for their evaluating, and described in Section VII, Works and Services' Requirements.

16 Tender Prices and Discounts

16.1 The prices and discounts quoted by the Tenderer in the Form of Tender and in the Bills of Quantities shall conform to the requirements specified below.

16.2 The Tenderer shall fill in rates and prices for all items of the Works and Services described in the Bills of Quantities. Items against 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 rates for other items and prices in the Bills of Quantities and will not be paid for separately by the

Procuring Entity. An item not listed in the priced Bill of Quantities shall be assumed to be not included in the Tender, and provided that the Tender is determined substantially responsive notwithstanding this omission, the average price of the item quoted by substantially responsive Tenderers will be added to the Tender price and the equivalent total cost of the Tender so determined will be used for price comparison.

- 16.3 The price to be quoted in the Form of Tender, in accordance with ITT 14.1, shall be the total price of the Tender, excluding any discounts offered.
- 16.4 The Tenderer shall quote any discounts and the methodology for their application in the Form of Tender, in accordance with ITT 16.1.
- 16.5 Unless otherwise provided in the TDS and the Contract, the rates and prices quoted by the Tenderer are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the Tenderer shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data and the Procuring Entity may require the Tenderer to justify its proposed indices and weightings.
- 16.6 If so indicated in ITT 1.1, Tenders are being invited for individual lots (contracts) or for any combination of lots (packages). Tenderers wishing to offer any price reduction for the award of more than one Contract shall specify in their tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITT 14.4, provided the Tenders for all lots (contracts) are submitted and opened at the same time.
- 16.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Tenders, shall be included in the rates and prices and the total Tender Price submitted by the Tenderer.

17 Currencies of Tender and Payment

- 17.1 The currency (ies) of the Tender and the currency (ies) of payments shall be the same and shall be as specified in the TDS.
- 17.2 Tenderers may be required by the Procuring Entity to justify, to the Procuring Entity's satisfaction, their foreign currency requirements, and to substantiate that the amounts shown in the Summary of Payment Currency Schedule, in which case a detailed breakdown of the foreign currency requirements shall be provided by Tenderers.

18 Documents Comprising the Technical Proposal

- 18.1 The Tenderer shall furnish a technical proposal (if so required) including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, Tendering Forms, in sufficient detail to demonstrate the adequacy of the Tenderers' proposal to meet the work and services' requirements and the completion time.

19 Documents Establishing the Qualifications of the Tenderer

- 19.1 To establish Tenderer's eligibility in accordance with ITT 4, Tenderers shall complete the Form of Tender, included in Section IV, Tendering Forms.
- 19.2 In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract the Tenderer shall provide the information requested in the corresponding information sheets included in Section IV, Tendering Forms.
- 19.3 If a margin of preference applies as specified in accordance with ITT 36.1, domestic Tenderers, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITT 36.1.
- 19.4 Tenderers shall be asked to provide, as part of the data for qualification, such information,

including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a particular contractor or group of contractors qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and/or contract management processes, or a possibility of collusion between tenderers, and thereby help to prevent any corrupt influence in relation to the procurement process or contract management.

- 19.5 The purpose of the information described in ITT 19.4 above overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.
- 19.6 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT 19.4. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.
- 19.7 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.
- 19.8 If a tenderer fails to submit the information required by these requirements, its tenderer will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.
- 19.9 If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:
- i) If the procurement process is still ongoing, the tenderer will be disqualified from the procurement process,
 - ii) If the contract has been awarded to that tenderer, the contract award will be set aside,
 - iii) the tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.
- 19.10 If a tenderer submits information pursuant to these requirements that is incomplete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 19.9 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine error which was not attributable to the intentional act, negligence or recklessness of the tenderer.

20 Period of Validity of Tenders

- 20.1 Tenders shall remain valid for the period specified in the TDS. The Tender Validity period starts from the date fixed for the Tender submission deadline (as prescribed by the Procuring Entity in accordance with ITT 24). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
- 20.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and

the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 21, it shall also be extended for thirty (30) days beyond the deadline of the extended validity period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 26.3.

21 Tender Security

- 21.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender Security as specified in the TDS, in original form and, in the case of a Tender security, in the amount and currency specified in the TDS.
- 21.1 A Tender-Securing Declaration shall use the form included in Section IV, Tendering Forms.
- 21.2 The Tender Security shall be a demand guarantee at the Tenderer's option, in any of the following forms:
- a cash;
 - i. a bank guarantee;
 - ii. a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
 - iii. a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya, from a reputable source, and an eligible country.
 - iv. Other forms of Security as specified in the TDS.
- 21.3 If the unconditional guarantee is issued by a non-bank financial institution located outside Kenya, the issuing non-bank financial institution shall have a correspondent financial institution located in Kenya to make it enforceable unless the Procuring Entity has agreed in writing, prior to Tender submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Tender Security shall be submitted either using the Tender Security Form included in Section IV, Tendering Forms, or in another substantially similar format approved by the Procuring Entity prior to Tender submission. The Tender Security shall be valid for thirty (30) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 24.2.
- 21.4 If a Tender Security or Tender-Securing Declaration is specified pursuant to ITT 21.1, any Tender not accompanied by a substantially responsive Tender Security or Tender-Securing Declaration shall be rejected by the Procuring Entity as non-responsive.
- 21.5 If a Tender Security is specified pursuant to ITT 21.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the Contract and furnishing the Performance Security. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non responsive or a bidder declines to extend tender validity period.
- 21.6 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.
- 21.7 The Tender Security may be forfeited or the Tender-Securing Declaration executed:
- a if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender or any extension thereto provided by the Tenderer; or
 - b if the successful Tenderer fails to:
 - i. sign the Contract in accordance with ITT 48; or
 - ii. furnish a performance security.

- 21.8 Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA that PPRA debars the Tenderer from participating in public procurement as provided in the law.
- 21.9 The Tender Security or the Tender Securing Declaration of a JV shall be in the name of the JV that submits the Tender. If the JV has not been legally constituted at the time of Tendering, the Tender Security or the Tender- Securing Declaration shall be in the names of all future members as named in the Form of intent referred to in ITT 4.1 and ITT 13.2.

22 Format and Signing of Tender

- 22.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 13 and clearly mark it “ORIGINAL.” Alternative Tenders, if permitted in accordance with ITT 15, shall be clearly marked “ALTERNATIVE.” In addition, the Tenderer shall submit copies of the Tender, in the number specified in the TDS and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.
- 22.2 Tenderers shall mark as “CONFIDENTIAL” all information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 22.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the TDS 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 where entries or amendments have been made shall be signed or initialed by the person signing the Tender.
- 22.4 In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 22.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

D. Submission and Opening of Tenders

23 Sealing and Marking of Tenders

- 23.1 Depending on the sizes or quantities or weight of the tender documents, a tenderer may use an envelope, package or container. The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:
- a. in an envelope or package or container marked “ORIGINAL”, all documents comprising the Tender, as described in ITT 13; and
 - b. in an envelope or package or container marked “COPIES”, all required copies of the Tender; and
 - c. if alternative Tenders are permitted in accordance with ITT 15, and if relevant:
 - i. in an envelope or package or container marked “ORIGINAL - ALTERNATIVE TENDER”, the alternative Tender; and
 - ii. in the envelope or package or container marked “COPIES-ALTERNATIVE TENDER”, all required copies of the alternative Tender.
- 23.2 The inner envelopes or packages or containers shall:
- a. Bear the name and address of the Procuring Entity.

- b Bear the name and address of the Tenderer; and
- c Bear the name and Reference number of the Tender.

23.3 Where a tender package or container cannot fit in the tender box, the procuring entity shall:

- a Specify in the TDS where such documents should be received.
- b Maintain a record of tenders received and issue acknowledgement receipt note to each tenderer specifying time and date of receipt.
- c Ensure all tenders received are handed over to the tender opening committee for opening at the specified opening place and time.

23.4 If all envelopes are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the Tender. Tenders that are misplaced or opened prematurely will not be accepted.

24 Deadline for Submission of Tenders

24.1 Tenders must be received by the Procuring Entity at the address and no later than the date and time indicated in the TDS. When so specified in the TDS, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified in the TDS.

21.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT 10, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

25 Late Tenders

25.1 The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT 22. 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.

26 Withdrawal, Substitution, and Modification of Tenders

26.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITT 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

- a prepared and submitted in accordance with ITT 20 and ITT 21 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and
- b received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 22.

26.2 Tenders requested to be withdrawn in accordance with ITT 24.1 shall be returned unopened to the Tenderers.

26.3 No Tender may be withdrawn, substituted, 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 Form of Tender Form or any extension thereof.

27 Tender Opening

27.1 Except in the cases specified in ITT 23 and ITT 24.2, the Procuring Entity shall publicly open

and read out in accordance with this ITT all Tenders received by the deadline, at the date, time and place specified in the TDS, in the presence of Tenderers' designated representatives and anyone who chooses to attend. Any specific electronic Tender opening procedures required if electronic tendering is permitted in accordance with ITT 22.1, shall be as specified in the TDS.

- 27.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.
- 27.3 Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.
- 27.4 Next, Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.
- 27.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Price, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security, if required; and any other details as the Procuring Entity may consider appropriate.
- 27.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further. The Form of Tender and the Bill of Quantities are to be initialed by representatives of the Procuring Entity attending Tender opening in the manner specified in the TDS.
- 27.7 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 23.1).
- 27.8 The Procuring Entity shall prepare a record of the Tender opening that shall include, as a minimum:
- i. The name of the Tenderer and whether there is a withdrawal, substitution, or modification;
 - ii. The Tender Price, per lot (contract) if applicable, including any discounts;
 - iii. Any alternative Tenders;
 - iv. The presence or absence of a Tender Security, if one was required.
 - v. Number of pages of each tender document submitted
- 27.9 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 effect of the record. A copy of the record shall be distributed to all Tenderers. A copy of the tender opening register shall be issued to a Tenderer upon request

E. Evaluation and Comparison of Tenders

28 Confidentiality

- 29.0 Information relating to the evaluation of Tenders and recommendation of contract award shall not be disclosed to Tenderers or any other persons not officially concerned with such process until information on Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 43.
- 29.1 Any effort by a Tenderer to influence the Procuring Entity in the evaluation of the Tenders or Contract award decisions may result in the rejection of its Tender.

29.2 Notwithstanding ITT 28.2, 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 may do so in writing.

29 Clarification of Tenders

29.1 To assist in the examination, evaluation, and comparison of the Tenders, and qualification of the Tenderers, the Procuring Entity may, at its discretion, ask any Tenderer for a clarification of its Tender. Any clarification submitted by a Tenderer that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's 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 the Tenders, in accordance with ITT 33.

29.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in the Contracting Agency's request for clarification, its Tender may be rejected.

30 Deviations, Reservations, and Omissions

30.1 During the evaluation of Tenders, the following definitions apply:

- a "Deviation" is a departure from the requirements specified in the tendering document; "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and
- b "Omission" is the failure to submit part or all of the information or documentation required in the tendering document.

31 Determination of Responsiveness

31.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 13.

31.2 A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- a. If accepted, would:
 - i. Affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
 - ii. Limit in any substantial way, in consistent with the tendering document, the Procuring Entity's rights or the Tenderer's obligations under the proposed Contract; or
- b. if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

31.3 The Procuring Entity shall examine the technical aspects of the Tender submitted in accordance with ITT18, Technical Proposal, in particular, to confirm that all requirements of Section VII, Specifications for Works and Services have been met without any material deviation, reservation or omission.

31.4 If a Tender is not substantially responsive to the requirements of the tendering document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

32 Non-material Non-conformities

32.1 Provided that a Tender is substantially responsive, the Procuring Entity may waive any non-conformities in the Tender.

- 32.2 Provided that a Tender is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial non- conformities in the Tender related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.
- 32.3 Provided that a Tender is substantially responsive, the Procuring Entity shall rectify nonmaterial non- conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the TDS.

33 Correction of Arithmetical Errors

- 33.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in anyway by any person or entity.
- 33.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:
- a Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
 - b Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and
 - c If there is a discrepancy between words and figures, the amount in words shall prevail
- 33.3 Tenderers shall be notified of any error detected in their bid during the notification of award.

34 Conversion to Single Currency

- 34.1 For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted into a single currency which is Kenya Shillings. The source of the exchange rates shall be the Central Bank of Kenya.

35 Nominated Subcontractors

- 35.1 Unless otherwise stated in the TDS, the Procuring Entity does not intend to execute any specific elements of the Works by subcontractors selected/nominated by the Procuring Entity. In case the Procuring Entity nominates a subcontractor, the subcontract agreement shall be signed by the Subcontractor and the Procuring Entity. The main contract shall specify the working arrangements between the main contractor and the nominated subcontractor.
- 35.2 Tenderers may propose subcontracting up to the percentage of total value of contracts or the volume of works as specified in the TDS. Subcontractors proposed by the Tenderer shall be fully qualified for their parts of the Works.
- 35.1 The subcontractor's qualifications shall not be used by the Tenderer to qualify for the Works unless their specialized parts of the Works were previously designated so by the Procuring Entity in the TDS as can be met by subcontractors referred to here after as 'Specialized Subcontractors', in which case, the qualifications of the Specialized Subcontractors proposed by the Tenderer may be added to the qualifications of the Tenderer.

36 Margin of Preference and Reservations

- 36.1 A margin of preference on local contractors may be allowed only when the contract is open to international competitive tendering where foreign contractors are expected to participate in the tendering process and where the contract exceeds the value/threshold specified in the

Regulations.

- 36.2 A margin of preference shall not be allowed unless it is specified so in the TDS.
- 36.3 Contracts procured on basis of international competitive tendering shall not be subject to reservations exclusive to specific groups as provided in ITT 36.5.
- 36.4 An individual firm is considered a Kenyan tenderer for purposes of the margin of preference if it is registered in Kenya, has more than 51 percent ownership by nationals of Kenya, and if it does not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign contractors. JVs are considered as Kenyan Tenderer and eligible for domestic preference only if the individual member firms are registered in Kenya or have more than 51 percent ownership by nationals of Kenya, and the JV shall be registered in Kenya. The JV shall not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign firms.
- 36.5 Where it is intended to reserve a contract to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be), and who are appropriately registered as such by a competent authority, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses or firms belonging to the specified group are eligible to tender. No tender shall be reserved to more than one group. If not so stated in the Invitation to Tender and in the Tender documents, the invitation to tender will be open to all interested tenderers.

37 Evaluation of Tenders

- 37.1 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the Procuring Entity shall determine the Best Evaluated Tender in accordance with ITT 39.
- 37.2 To evaluate a Tender, the Procuring Entity shall consider the following:
- a Price adjustment due to discounts offered in accordance with ITT 16.4;
 - b Price adjustment due to quantifiable non-material non-conformities in accordance with ITT 32.3;
 - c converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 34; and
 - d any additional evaluation factors specified in the TDS and Section III, Evaluation and Qualification Criteria.
- 37.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in tender evaluation.
- 37.4 In the case of multiple contracts or lots, Tenderers are allowed to tender for one or more lots and the methodology to determine the lowest evaluated cost of the lot (contract) and for combinations, including any discounts offered in the Form of Tender, is specified in Section III, Evaluation and Qualification Criteria.
- 37.5 The price of the Rehabilitation and Improvement Works included in each Tender shall not be higher than the threshold indicated in the TDS. If the Tenderer estimates that its costs for the Rehabilitation and Improvement Works are higher than the threshold indicated in the TDS, it shall include the portion above the threshold in its price for the Maintenance Services. If the Tender price in the Best Evaluated Tender is above the threshold indicated in the TDS for the Rehabilitation and Improvement Works, the Procuring Entity may reject the Tender.

38 Comparison of Tenders

- 38.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders

in accordance with ITT 34.2 to determine the Tender that has the lowest evaluated cost.

- 38.2 After application of the criteria established in ITT 37.1 to ITT 37.5, the Evaluated Tender Price for comparison of Tenders will be:
- a The lump-sum price offered by the Tenderer for the Maintenance Services; plus
 - b The lump-sum price offered by the Tenderer for the Rehabilitation Works, if the tendering document requires prices for this type of works; plus
 - c the total price of the priced Bill of Quantities for the Improvement Works, if the tendering document requires prices for this type of works; plus
 - d the total price of the priced Bill of Quantities for the Emergency Works.

39 Abnormally Low Tenders

- 39.1 An Abnormally Low Tender is one where the Tender price, in combination with other constituent elements of the Tender, appears unreasonably low to the extent that the Tender price raises material concerns as to the capability of the Tenderer to perform the Contract for the offered Tender price.
- 39.2 In the event of identification of a potentially Abnormally Low Tender, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the tendering document.
- 39.3 After evaluation of the price analyses, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

40 Abnormally High Tenders

- 40.1 An abnormally high price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.
- 40.2 In case of an abnormally high tender price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:
- i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.
 - ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.
- 40.3 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (often due to collusion, corruption or other manipulations), the Procuring Entity shall reject all Tenders and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before retendering.

41 Unbalanced Tenders or Front Loaded

- 41.1 If the Tender that is evaluated as the lowest evaluated cost is, in the Procuring Entity's opinion, seriously unbalanced or front loaded the Procuring Entity may require the Tenderer to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Tender prices with the scope of works, proposed methodology, schedule and any other requirements of the tendering document.
- 41.2 After the evaluation of the information and detailed price analyses presented by the Tenderer, the Procuring Entity may as appropriate:
- a) Accept the Tender; or
 - b) Require that the amount of the Performance Security be increased at the expense of the Tenderer to a level not exceeding 20% of the Contract price; or
 - c) Reject the Tender.

42 Qualification of the Tenderer

- 42.1 The Procuring Entity shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria or, if prequalification has taken place, continues to be eligible and continues to meet the qualifying criteria.
- 42.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 19.2. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors, if permitted in TDS when prequalification has not taken place) or any other firm(s) different from the Tenderer.
- 42.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

43 Lowest Evaluated Tender

- 43.1 Having compared the evaluated costs of Tenders, the Procuring Entity shall determine the Best Evaluated Tender. The Best Evaluated Tender is the Tender of the Tenderer that meets the Qualification Criteria and whose Tender has been determined to be:
- a) Most responsive to the tendering document; and
 - b) The lowest evaluated cost.

44 Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders

- 44.1 The Procuring Entity reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to contract award, without thereby incurring any liability to Tenderers. In case of annulment, all Tenderers shall be notified with reasons and all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

45 Notice of Intention to enter in to a Contract

- 45.1 Upon award of the contract and Prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter into a Contract/Notification of award to all tenderers which shall contain, at a minimum, the following information:
- a) The name and address of the Tenderer submitting the successful tender;
 - b) The Contract price of the successful tender;

- c) A statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in © above already reveals the reason;
- d) The expiry date of the Standstill Period; and
- e) Instructions on how to request a debriefing and/or submit a complaint during the standstill period;

46 Standstill Period

- 46.1 The Contract shall not be signed earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply. Where only one Tender is submitted, the Standstill Period shall not apply.
- 46.2 Where a Standstill Period applies, it shall commence only when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter into a Contract with the successful Tenderer.

47 Debriefing by the Procuring Entity

- 47.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 43, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.
- 47.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

F. Contract Negotiations and Award of Contract

48 Negotiations

- 48.1 Before signature of contract, the procuring Entity may conduct negotiations with the best evaluated tenderer. The negotiations will be held at the date and address indicated in the TDS with the Tender's Representatives who must have written power of attorney to negotiate a Contract on behalf of the Tenderer.
- 48.2 The Procuring Entity shall prepare minutes of negotiations that are signed by the Procuring Entity and the Tender's authorized representative.
- 48.3 The negotiations include discussions of the Schedule of Requirements, the proposed methodology, the Procuring Entity's inputs, the Special Conditions of the Contract, and finalizing the "Works and Services' Requirements" part of the Contract. These discussions shall not substantially alter the original scope of services or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.
- 48.4 The financial negotiations include the clarification of the tax liability in Kenya and how it should be reflected in the Contract. If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated. The Procuring Entity may ask for clarifications and, if the costs are very high, ask to change the rates.
- 48.5 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Procuring Entity and the Tender's authorized representative. If the negotiations fail, the Procuring Entity shall inform the Tender in writing of all pending issues and disagreements and provide a final opportunity to the Tenderer to respond. If disagreement persists, the Procuring Entity shall terminate the negotiations informing the Tenderer of the reasons for doing so. The Procuring Entity will invite the next-ranked Tenderer to negotiate a Contract. Once the Procuring Entity commences negotiations with the next-ranked Tenderer, the Procuring Entity shall not reopen the earlier negotiations.

49 Letter of Award

49.1 Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 44.1, upon addressing a complaint that has been filed within the Standstill Period, the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21 days of the date of the letter.

50 Signing of Contract

50.1 Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.

50.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.

50.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period

51 Performance Security

51.1 Within twenty-one (21) days of the receipt of the Letter of Award from the Procuring Entity, the successful Tenderer shall furnish the Performance Security and if required in the TDS, using for that purpose the Performance Security Forms included in Section VIII, Contract Forms, or another form acceptable to the Procuring Entity. If the Performance Security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been verified by the successful Tenderer to be acceptable to the Procuring Entity. A foreign institution providing a bond shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent financial institution is not required.

51.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next Best Evaluated Tender.

52 Publication of Procurement Contract

52.1 Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information:

- a) Name and address of the Procuring Entity;
- b) Name and reference number of the contract being awarded, a summary of its scope and the selection method used;
- c) The name of the successful Tenderer, the final total contract price, the contract duration.
- d) dates of signature, commencement and completion of contract; names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

53 Procurement Related Complaints

53.1 The procedures for making a Procurement-related Complaint are as specified in the TDS.

SECTION III - TENDER DATA SHEET

SECTION 3 - TENDER DATA SHEET

The following specific data for the Works and Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

A. General	
	<p>The reference number of the Invitation to Tender is: <u>KeNHA/R5/230/2024</u></p> <p>The Procuring Entity is: <u>Kenya National Highways Authority (KeNHA)</u></p> <p>The name of the ITT is: <u>Not Applicable</u></p> <p>The number and identification of lots (contracts) comprising this ITT T is: <u>Not Applicable</u></p> <p>The Roads are: <u>1. Nairobi – Thika Highway (S1) Road Street Lighting Rehabilitation Works are required.</u></p> <p>The sections of the Road(s) subject to Rehabilitation Works are: <u>1. Nairobi – Thika Highway (S1) Road Street Lighting Improvement Works are required.</u></p>
ITT 4.1	Maximum number of members in the JV shall be: <i>N/A</i>
ITT4.10	Citizen contractors are encouraged to source locally manufactured items/materials and locally assembled machines, equipment, vehicles, labour etc.
ITT4.11	The Tenderer will require to register with whose contact addressed are: <i>Not Applicable</i>
B. Contents of Tender Document	
ITT 8.1	There shall be mandatory pre-tender site visit as specified in the tender notice.
ITT 8.2	The Tenderer will submit any questions in writing, to reach the Procuring Entity _____ not later than 7 days to the submission date
ITT 8.4	The Procuring Entity's website where Minutes of the pre-Tender meeting and the pre-arranged pretender will be published is <u>www.kenha.co.ke</u>
ITT9.1	For Clarification of Tender purposes, for obtaining further information and for purchasing tender documents, the Procuring Entity's address is: <i>As indicated in the tender notice</i>
C. Preparation of Tenders	

ITP 13.1 (h)	The Tenderer shall submit the following additional documents in its Tender: <i>As indicated in the Qualification Criteria</i>
ITT 15	<i>[The following provision should be included and the required corresponding information inserted <u>only</u> if alternative Tenders will be considered. Otherwise omit.]</i> Alternative Tenders <u>shall not be permitted.</u>
ITT 15.2	Alternative times for reaching the required Service Levels and for the completion of the Rehabilitation and/or Improvement Works <u>will not be permitted.</u>
ITT 15.4	Alternative technical solutions for the Rehabilitation and/or Improvement Works shall be permitted for the following parts of the Works: <u>Not Applicable</u>
ITT 16.5	The Tenderer is required to furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data.
ITT 17.1	The currency(ies) of the Tender and the payment currency(ies) shall be in Kenya Shillings
ITT 20.1	The Tender validity period shall be <u>140days</u> from the specified date of <u>opening as indicated in the invitation to Tender</u>
ITT 21.1	A Bid Security IS required. A Bid-Securing Declaration IS NOT required. The amount and currency of the bid security shall be Two hundred Kenya Shillings (KShs. 200,000.00). The Bid Security shall be an unconditional demand guarantee issued by a bank.
ITT 21.2 (iv)	Other types of acceptable securities: <u>Not Applicable</u>
ITT 21.7	<i>[The following provision should be included and the required corresponding information inserted <u>only</u> if a Tender Security is not required under provision ITT 21.7 and the Procuring Entity wishes to declare the Tenderer ineligible for a period of time should the Tenderer perform any of the actions mentioned in provision ITT 21. 7 (a) or (b), Otherwise omit.]</i> If the Tenderer performs any of the actions prescribed in ITT 21.7 (a) or (b), the Procuring Entity will declare the Tenderer ineligible to be awarded contracts by the Procuring Entity for a period of <u>two (2)</u> years.
ITT 22.1	In addition to the original of the Tender, the number of copies is: <u>NONE</u>
ITT 22.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: <u>Certificate of Independent Tender Determination Part B of Form of Tender</u>

D. Submission and Opening of Tenders

ITT 24.1	(A) For <u>Tender submission purposes</u> only, the Procuring Entity's address is: As indicated in the Invitation to Tender Tenders shall not be submitted electronically.
ITT 27.1	The Tender opening shall take place at: <u>As indicated in the invitation to Tender</u> The electronic Tender opening procedures shall be: <i>Not applicable</i>
ITT 27.6	The Form of Tender and summary page of the priced Bills of Quantities shall be initialed by representatives of the Procuring Entity attending Tender opening. If initialization is required, it shall be conducted as follows: <ul style="list-style-type: none">• <i>By all members of the Tender opening committee</i>• <i>Form of Bid and Summary page of the BOQs</i>

E. Evaluation and Comparison of Tenders

ITT 32.3	The adjustment shall be based on average price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate.
ITT 35.1	The Procuring Entity does not intend to execute any specific elements of the Works by subcontractors selected/nominated by the Procuring Entity.
ITT 35.2	The maximum volume of works that can be subcontracted is 40% of the total contract price.
ITT 35.3	The sub contractor's qualifications shall not be used by the Tenderer to qualify for the Works.
ITT 36.2	A margin of domestic preference shall apply. <i>[If a margin of preference applies, the application methodology shall be defined in the Evaluation and Qualification Criteria]</i>
ITT 37.2 (a)	The Tender price shall be adjusted by the following factor(s): <u>Not Applicable</u>
ITT 37.2 (d)	Additional requirements apply. These are detailed in the evaluation criteria in the Evaluation and Qualification Criteria.
ITT 37.5	The combined price for the Rehabilitation and Improvement Works may not exceed the following threshold: <u>NOT APPLICABLE</u> % of the total contract price excluding provisional sums
ITT 39	Abnormally low Tenders shall be treated as per the procedure outlined in Section IV, Evaluation and Qualification Criteria
ITT 40	Abnormally high Tenders shall be treated as per the procedure outlined in

	Section IV, Evaluation and Qualification Criteria
ITT 41	Unbalanced or Front loaded Tenders shall be treated as per the procedure outlined in Section IV, Evaluation and Qualification Criteria
ITT42.2	Where prequalification has not taken place, the Procuring Entity <i>shall not</i> permit that specific experience for parts of the Works and Service may be met by Specialized Subcontractors.
ITT 48.1	Contract negotiations with the best evaluated tenderer will be held at: <i>(Not Applicable)</i>
ITT 53.1	<p>The procedures for making a Procurement-related Complaint are available from the PPRA website info@ppra.go.ke or complaints @ppra.go.ke. If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to:</p> <p>For the attention: <i>Director General</i></p> <p>Procuring Entity: <i>Kenya National Highways Authority (KeNHA)</i></p> <p>Email address: <i>dg@kenha.co.ke</i></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ul style="list-style-type: none"> (i) the terms of the Tender Documents; and (ii) the Procuring Entity's decision to award the contract.

SECTION IV - EVALUATION AND QUALIFICATION CRITERIA

SECTION IV - EVALUATION AND QUALIFICATION CRITERIA

1. General Provisions

- 1.1 Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:
- a) For construction turnover or financial data required for each Year-Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
 - b) Value of single Contract-Exchange rate prevailing on the date of the contract signature.
 - c) Exchange rates shall be taken from the publicly available source identified in the ITT. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.
- 1.2 This section contains the criteria that the Employer shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity should use the Standard Tender Evaluation Document for Goods and Works for evaluating Tenders.

Evaluation and contract award Criteria

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender. The tender that (i) meets the qualification criteria, (ii) has been determined to be substantially responsive to the Tender Documents, and (iii) is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

2. Preliminary examination for Determination of Responsiveness

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other requirements in the ITT, and that the tender is complete and meets all the requirements of “Part 2 – Works and Services 'Requirements’”, including checking for tenders with unacceptable errors, abnormally low tenders, abnormally high tenders and tenders that are front loaded. The Standard Tender Evaluation Report Document for Goods and Works for evaluating Tenders provides very clear guide on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered irresponsible and will not be considered further.

[The Procuring Entity will provide the preliminary evaluation criteria. To facilitate, a template may be attached or clearly described all information and list of documentation to be submitted by Tenderers to enable preliminary evaluation of the Tender]

3. Assessment of adequacy of Technical Proposal with Requirements (if Applicable)

The Procuring Entity will evaluate the Technical Proposals of all irresponsible tenders using the following criteria, sub-criteria, and point system for the evaluation of the Technical Proposals:

- i) History of non-performance
- ii) Financial capability
- iii) General and specific experience
- iv) Key personnel
- v) Contractors Plant and Equipment
- vi) Adequacy and quality of the proposed methodology, and work plan in responding to the schedule of Requirements:

Total points for the five criteria: 100points. The minimum technical score (St) required to pass is: 75points.

Tenderers who score less than the required pass will be automatically disqualified. Tenderers who pass the technical evaluation will be evaluated further.

4. Tender Evaluation (ITT 35)

Price evaluation: in addition to the criteria listed in ITT 35.2 (a) – (d) the following criteria shall apply:

- i) Alternative Completion Times, if permitted under ITT 13.2, will be evaluated as follows:NA.....
- ii) Alternative Technical Solutions for specified parts of the Works, if permitted under ITT 13.4, will be evaluated as follows:NA.....
- iii) Other Criteria; if permitted under ITT 35.2 (e): NA.....

5. Multiple Contracts

Multiple contracts will be permitted in accordance with ITT 35.4. Tenderers are evaluated on basis of Lots and the lowest evaluated tenderer identified for each Lot. The Procuring Entity will select one Option of the two Options listed below for award of Contracts.

OPTION 1

- i) If a tenderer wins only one Lot, the tenderer will be awarded a contract for that Lot, provided the tenderer meets the Eligibility and Qualification Criteria for that Lot.
- ii) If a tenderer wins more than one Lot, the tender will be awarded contracts for all won Lots, provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the Lots. The tenderer will be awarded the combination of Lots for which the tenderer qualifies and the others will be considered for award to second lowest the tenderers.

OPTION 2

The Procuring Entity will consider all possible combinations of won Lots [contract(s)] and determine the combinations with the lowest evaluated price. Tenders will then be awarded to the Tenderer or Tenderers in the combinations provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the won Lots.

6. Alternative Tenders (ITT 13.1)

An alternative if permitted under ITT 13.1, will be evaluated as follows:

The Procuring Entity shall consider Tenders offered for alternatives as specified in Part 2– Works and Services' requirements. Only the technical alternatives, if any, of the Tenderer with the Best Evaluated Tender conforming to the basic technical requirements shall be considered by the Procuring Entity.

7. Margin of Preference

- 7.1 If the TDS so specifies, the Procuring Entity will grant a margin of preference of fifteen percent (15%) to be loaded one valuated price of the foreign tenderers, where the percentage of shareholding of Kenyan citizens is less than fifty-one percent (51%).
- 7.2 Contractors applying for such preference shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a particular contractor or group of contractors qualifies for a margin of preference.
- 7.3 After Tenders have been received and reviewed by the Procuring Entity, responsive Tenders shall be assessed to ascertain their percentage of shareholding of Kenyan citizens. Responsive tenders shall be classified into the following groups:
 - i) *Group A*: tenders offered by Kenyan Contractors and other Tenderers where Kenyan citizens hold shares of over fifty one percent (51%).
 - ii) *Group B*: tenders offered by foreign Contractors and other Tenderers where Kenyan citizens hold shares of less than fifty one percent (51%).
- 7.4 All evaluated tenders in each group shall, as a first evaluation step, be compared to determine the lowest tender, and the lowest evaluated tender in each group shall be further compared with each other. If, as a result of this comparison, a tender from Group A is the lowest, it shall be selected for the award. If a tender from Group B is the lowest, an amount equal to the percentage indicated in Item 3.1 of the respective tender price, including unconditional discounts and excluding provisional sums and the cost of day works, if any, shall be added to the evaluated price offered in each tender from Group B. All tenders shall then be compared using new prices with added prices to Group B and the lowest evaluated tender from Group A. If the tender from Group A is still the lowest tender, it shall be selected for award. If not, the lowest evaluated tender from Group B based on the first evaluation price shall be selected.

8. Post qualification and Contract award (ITT 39), more specifically

- a) In case the tender was subject to post-qualification, the contract shall be awarded to the lowest evaluated tenderer, subject to confirmation of prequalification data, if so required.
- b) In case the tender was not subject to post-qualification, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award.

QUALIFICATION CRITERIA

Item No.	Qualification Subject	Qualification Requirement	Document To be Completed/provided by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)
A. PRELIMINARY EVALUATION				
1.	Nationality	Nationality in accordance with ITT 4.10	Forms ELI - 1.1, 1.2 and 1.3, with attachments	
2.	Goods, equipment and services to be supplied under the contract	To have their origin in any country that is not determined ineligible under ITT 5.1	Forms ELI - 1.4	
3.	Conflict of Interest	No conflicts of interest in accordance with ITT 4.3	Form of Tender	
4.	PPRA Eligibility	Not having been declared ineligible by the PPRA as described in ITT 4.6	Form of Tender - Form SD 1	
5.	State- owned Enterprise	Meets conditions of ITT 4.7	Forms ELI - 1.1 and 1.2, with attachments	
6.	Appendix to Form of Bid	Form properly filled & signed	Appendix to Form of Bid in the Prescribed Format	
7.	Suspension Based on Execution of Tender/Proposal Securing Declaration by the Procuring Entity	Not under suspension based on-execution of a Tender/Proposal Securing Declaration pursuant to ITT 4.8.	To be confirmed from Internal records by the procuring entity	
8.	Pending Litigation	Tender's financial position and prospective long-term profitability still sound according to criteria established in 3.1 and assuming that all pending litigation will NOT be resolved against the Tenderer.	Form CON - 1	
9.	Litigation History	No consistent history of court/arbitral award decisions against the Tenderer for the last three (3) years.	Form CON - 1	
10.	Declaration of Fair employment laws and practices	Bidders shall declare they are not guilty of any serious violation of fair employment laws and practices and will be bound to abide by the industry CBA at minimum	Form CON - 2	
11.	Certificate of Tenderer's Visit	-Attend Pre-Tender Site Visits as per TDS, ITT 8.1 - Bidders to sign attendance register	Form CON - 3	

Item No.	Qualification Subject	Qualification Requirement	Document To be Completed/provided by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)
	to Site	<ul style="list-style-type: none"> - Certificate must be signed by the Employer's representative - Bidders to send technical persons for the Site Visit- Min Qualifications – Diploma in Electrical Engineering 		
12.	Tender Security	Tender Security Form	<ul style="list-style-type: none"> a) Form in the Prescribed Format b) Digital Tender Securities will be accepted 	
13.	Priced Bill of Quantities	<ul style="list-style-type: none"> - Fill all rates, prices and amounts, - NO Alterations of the Quantities accepted, - All bidders own Corrections must be Countersigned NO ERRORS noted in the Bills of Quantities	Bills of Quantity in the Prescribed Format	
14.	Annual Practicing License with the National Construction Authority	Proof of registration with the National Construction Authority in Class 2, 3 or 4 as Electrical Contractor	Copy of Current NCA Practicing License	
15.	Annual Practicing License with the Energy and Petroleum Regulatory Authority	Proof of registration with the Energy and Petroleum Regulatory Authority in Class A as Electrical Contractor.	Copy of Current EPRA Practicing License	
16.	Tax Obligations for Kenyan Tenderers	Has produced a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 4.15.	<i>Provide Valid Tax Compliance Certificate</i>	
17.	PBC Certificate	Bidders Bidding for PBC Tenders, at least one of the Directors of the bidding company MUST have been trained in Performance Based Road Maintenance as a Contractor (PBC) by Kenya Institute of Highways and Building Technology (KIHBT) or any other Accredited Institution Registered in Kenya	Copy of PBC Certificate	
18.	Serialization of the Bid	Bidders shall sequentially serialize all pages of each tender submitted.	The Serialization MUST be numerically sequential starting from Numeric 1.	

Item No.	Qualification Subject	Qualification Requirement	Document To be Completed/provided by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)
		Any written Pages or document attached or inserted Documents MUST be sequentially serialized.		
19.	Completeness of tender document	<p>The person or persons signing the bid shall initial all pages of the bid where entries have been made.</p> <p>Bidders shall own all alterations made to the tender document.</p> <p>Bidders shall duly fill all relevant forms/schedules provided for in the document that requires entries</p>	<p>All pages with entries (Typed or hand written) must be initialed.</p> <p>Any alterations made in the tender document must be countersigned.</p> <p>All relevant Forms/ Schedules shall be duly filled including it being signed, dated, and stamped</p>	
20.	Proposed weightings	Dully filled and signed schedule H.	Bidder to fill Schedule H: Basic Prices for Materials and Labour	
21.	Rates Derivation	Bidder shall provide current (atleast 30 days before tender opening) proof of cost of materials e.g. Proforma Invoices/quotation	Bidder to fill Schedule G: Part I. Schedule of Materials; -Basic Prices Part II. Schedule of rates derivation	
B. TECHNICAL EVALUATION				
1.	History of Non-Performing Contracts	<p>Non-performance of a contract did not occur as a result of contractor default for the last three (3) years.</p> <p>Non-performance shall be deemed to have occurred by evidence of:</p> <ul style="list-style-type: none"> • <i>Termination Letter</i> • <i>Liquidated Damages</i> 	<p>Form CON-1</p> <p><i>If a bidder fails to disclose, shall be disqualified</i></p> <p><i>Reference to be made to procuring Authority's records</i></p> <p><i>A bidder (Company and/or Director(s)) with any history of non-performance losses 10 marks</i></p>	10 Marks

Item No.	Qualification Subject	Qualification Requirement	Document To be Completed/provided by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)
2.	Financial Capabilities	<p>(i) Bidders shall provide audited balance sheets or, if not required by the laws of the Tenderer's country, other financial statements acceptable to the Procuring Entity, for the last 3 years shall be submitted and must demonstrate the current soundness of the Tenderer's financial position and indicate its prospective long-term profitability (as demonstrated by Financial Evaluation ratios).</p> <p>(ii) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated at a minimum of 10% of Bid Price</p>	<p>Form FIN - 3.1, with attachments</p> <p>Attachments include:</p> <p><i>i. Audited accounts</i></p> <p>All pages must be initialed and stamped by both a practicing Auditor registered with ICPAK and one of the Directors. Auditor's practicing membership number from ICPAK must be indicated and a valid practicing license shall be provided.</p> <p>The Financial ratio Form to be signed by the Auditor registered with ICPAK and one of the Directors</p> <ul style="list-style-type: none"> • Financial Ratios <p>Computation shall be made for the following Ratios and marks awarded to each of the ratios:</p> <ul style="list-style-type: none"> - Working Capital - Debt to Equity Ratio - Current ratio - Operating Cash Flow ratio <ul style="list-style-type: none"> • Line of Credit • Bank statements Etc. 	<p>10 Marks</p> <p>1 Mark</p> <p>4 Marks</p> <p>4 Marks</p>

Item No.	Qualification Subject	Qualification Requirement	Document To be Completed/provided by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)
		<p>for the subject contract(s) net of the Tenderer's other commitments.</p> <p>The Tenderers shall also demonstrate, to the satisfaction of the Procuring Entity, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.</p>		
3.	Average Annual Construction Turnover	Minimum average annual construction turnover of Kenya Shillings 200 Million (Two Hundred Million), equivalent calculated as total certified payments received for contracts in progress and/or completed within the last 3-year years, divided by 3 years	Form FIN - 3.2 Attachments include Financial Statements	1 Marks
4.	Ongoing Works	Value of outstanding works shall not be more than the cash flow	Form FIN - 3.4 If the outstanding Works and the new commitment is more than the operating cash flow (based on the last audited financial statement) of the bidder, the bidder loses 2 marks	2marks
5.	General Construction Experience	Experience under construction contracts in the role of prime contractor, JV member, sub-contractor, or management contractor, substantially completed in the last [5 years] prior to the applications submission deadline.	Form EXP -4.1 Attach Letters of Award and Completion Certificates	6 Marks (2 Mark for each General Construction project)
6.	Specific Construction & Contract Management Experience	Participation in contract (s) of a similar nature with minimum cumulative value of KSh. 400 Million (Four hundred Million) as filled in Form EXP 4.2(a) that have been satisfactorily and substantially completed by the bidder, as a prime contractor, joint venture member, management	Form EXP 4.2(a)&(b) Provide Letters of Award and Completion Certificates For subcontracted works, the bidder should provide the following; • Award letter of the main contractor	14 Marks

Item No.	Qualification Subject	Qualification Requirement	Document To be Completed/provided by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)
		<p>contractor or sub-contractor in the last [5 years] prior to the applications submission deadline.</p> <p>The similarity shall be based on the physical size, complexity, methods/technology or other characteristics</p>	<ul style="list-style-type: none"> Award letter of the subcontract. Completion letter of the subcontract. Subcontract approval from the Engineer/supervision Authority 	
7.	Contractor's Representative and Key Personnel	<p>Curriculum Vitae (CVs) of the Proposed Key Staff must be presented in the provided format and duly signed by the proposed individual.</p> <p>Copies of certificates and Annual Practicing Licenses (for Engineers) and Academic Certificates for all staff is mandatory;</p>	<p>Schedule F (Form PER. 1 and PER. 2)</p>	10 Marks
	Site Agent / Road Manager	Certification	PBC Certificate from KIHBIT or other recognized institution	1
			Current EBK certificate of good standing	2
		Qualifications in Electrical Engineering	Degree	2
		Experience	Above 5 years	2
			0-5 years	0
			Foreman	Qualifications in Electrical Engineering
Experience	Above 5 years			1
	0-5 years			0
8.	Contractors key equipment	<ul style="list-style-type: none"> Bidders shall declare they have possession/Ownership of various equipment as proposed to be used in the Project by providing Logbooks that demonstrate proof of ownership 	Schedule D of Technical Proposal	35 Marks

Item No.	Qualification Subject	Qualification Requirement	Document To be Completed/provided by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)																																																	
		<ul style="list-style-type: none"> For Bidders planning to hire, they shall provide an Active Lease Agreement in Place that can be used during the Project Life. The copy of logbooks of the lessor(s) shall also be provided. 																																																			
9.		<table border="1"> <thead> <tr> <th data-bbox="443 667 639 779">Main Scope of Works of this Tender</th> <th data-bbox="639 667 831 779"></th> <th data-bbox="831 667 1038 779">Main Equipment</th> <th data-bbox="1038 667 1214 779">Quantity (No) (Minimum)</th> <th colspan="2" data-bbox="1214 667 1519 723">Marks (Score)</th> </tr> <tr> <td colspan="4"></td> <th data-bbox="1214 723 1337 779">Owned</th> <th data-bbox="1337 723 1519 779">Hired/ leased</th> </tr> </thead> <tbody> <tr> <td data-bbox="443 779 639 857" rowspan="6">Routine Mtce & improvement / PBC (Street lighting)</td> <td data-bbox="639 779 831 857">Man lift crane (Minimum of 15m height)</td> <td data-bbox="831 779 1038 857"></td> <td data-bbox="1038 779 1214 857">2</td> <td data-bbox="1214 779 1337 857">15</td> <td data-bbox="1337 779 1519 857">7.5</td> </tr> <tr> <td data-bbox="639 857 831 925">Truck crane (Minimum of 3 tonnes)</td> <td data-bbox="831 857 1038 925"></td> <td data-bbox="1038 857 1214 925">1</td> <td data-bbox="1214 857 1337 925">10</td> <td data-bbox="1337 857 1519 925">5</td> </tr> <tr> <td data-bbox="639 925 831 992">Site Pickups (any type) for Patrol</td> <td data-bbox="831 925 1038 992"></td> <td data-bbox="1038 925 1214 992">2</td> <td data-bbox="1214 925 1337 992">4</td> <td data-bbox="1337 925 1519 992">2</td> </tr> <tr> <td data-bbox="639 992 831 1059">Welding Machine</td> <td data-bbox="831 992 1038 1059"></td> <td data-bbox="1038 992 1214 1059">2</td> <td data-bbox="1214 992 1337 1059">2</td> <td data-bbox="1337 992 1519 1059">1</td> </tr> <tr> <td data-bbox="639 1059 831 1104">Portable Generator</td> <td data-bbox="831 1059 1038 1104"></td> <td data-bbox="1038 1059 1214 1104">2</td> <td data-bbox="1214 1059 1337 1104">2</td> <td data-bbox="1337 1059 1519 1104">1</td> </tr> <tr> <td data-bbox="639 1104 831 1283">Set of electrical tools and testing equipment (multi-meter, clamp meter, lux-meter, earth resistance tester, insulation resistance tester)</td> <td data-bbox="831 1104 1038 1283"></td> <td data-bbox="1038 1104 1214 1283">2 set</td> <td data-bbox="1214 1104 1337 1283">2</td> <td data-bbox="1337 1104 1519 1283">1</td> </tr> <tr> <td colspan="4" data-bbox="443 1283 1214 1317">Total</td> <td data-bbox="1214 1283 1337 1317">35</td> <td data-bbox="1337 1283 1519 1317">17.5</td> </tr> </tbody> </table>	Main Scope of Works of this Tender		Main Equipment	Quantity (No) (Minimum)	Marks (Score)						Owned	Hired/ leased	Routine Mtce & improvement / PBC (Street lighting)	Man lift crane (Minimum of 15m height)		2	15	7.5	Truck crane (Minimum of 3 tonnes)		1	10	5	Site Pickups (any type) for Patrol		2	4	2	Welding Machine		2	2	1	Portable Generator		2	2	1	Set of electrical tools and testing equipment (multi-meter, clamp meter, lux-meter, earth resistance tester, insulation resistance tester)		2 set	2	1	Total				35	17.5		
Main Scope of Works of this Tender		Main Equipment	Quantity (No) (Minimum)	Marks (Score)																																																	
				Owned	Hired/ leased																																																
Routine Mtce & improvement / PBC (Street lighting)	Man lift crane (Minimum of 15m height)		2	15	7.5																																																
	Truck crane (Minimum of 3 tonnes)		1	10	5																																																
	Site Pickups (any type) for Patrol		2	4	2																																																
	Welding Machine		2	2	1																																																
	Portable Generator		2	2	1																																																
	Set of electrical tools and testing equipment (multi-meter, clamp meter, lux-meter, earth resistance tester, insulation resistance tester)		2 set	2	1																																																
Total				35	17.5																																																
10.	Proposed methodology	Adequacy and quality of the proposed methodology	Technical approach and methodology <ul style="list-style-type: none"> Provide a detailed Work Methodology Procedure on execution of activities as outlined in the BoQs Allocation of machinery/labour in execution the activities Procedures in quality control of the activities described in BoQs 	3 Marks																																																	

Item No.	Qualification Subject	Qualification Requirement	Document To be Completed/provided by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)
			<p>the <i>Schedule E of Technical Proposal</i> - – To be submitted in A3 Size Paper well legible Fonts</p> <ul style="list-style-type: none"> • PoW captures Monthly outputs for each activity • PoW details BoQ Quantities, Units and Rates • PoW is superimposed with Cashflow Projections as detailed in <i>Schedule A</i> of the technical proposal <p>Site Organization and staffing (Schedule B of Technical proposal)</p>	<p>1 Marks</p> <p>1 Marks</p> <p>1 Marks</p> <p>1 Marks</p>
11.	<p>Knowledge Transfer [When transfer of knowledge is a particularly important component of the assignment, the following sub- criteria may be provided]</p>	<p>Transfer of knowledge (training) program (relevance of approach and methodology)</p>	<p>a) Relevance of training program [Not Applicable]</p> <p>b) Training approach and methodology [Not Applicable]</p> <p>c) Qualifications of experts and trainers [Not Applicable]</p>	

Tenderers who score less than the required pass (75%) will be automatically disqualified. Tenderers who meet the minimum pass mark in the technical evaluation will be evaluated further.

C. FINANCIAL EVALUATION:

The lowest evaluated bidder shall be subjected to Financial Evaluation which include but not limited to **sensitivity analysis of the rates to detect abnormally low bids or abnormally high bids or unbalanced tenders or front loaded.**

Treatment of Abnormally Low Bid/Abnormally high Bid/ Unbalanced bid

The Procuring Entity may undertake an analysis of bidders' rates which are potentially lower/higher than the known prevailing market rates. The bidders shall be required to provide objective justification including supporting documents on derivation of their rates to the Procuring Entity (*See Schedule G, Part I&II on Derivation of Rates*).

In addressing the above criteria, the following steps shall be undertaken by the Procuring Entity;

Item No.	Qualification Subject	Qualification Requirement	Document To be Completed/provided by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)
		<p>a. Identify: The Procuring Entity identifies a potential Abnormally Low/High Bid based on comparison with known prevailing market rates or with the project's total cost estimate.</p> <p>b. Evaluate: The procuring Entity fully analyzes the Bidder's justification provided on Schedule G to verify if it is an Abnormally Low/High Bid. Due diligence may be carried out by the Procuring Entity on the bidder's documentation.</p> <p>c. Determination: The Procuring Entity fully documents the decision to accept or reject the Bid and executes appropriate action(s)/recommendation(s) including but not limited to enhancement of the performance security.</p> <p>In view of the above, the procuring Entity shall evaluate and analyze the Bidders' submissions against the known prevailing market rates and cost estimation guidelines. The analysis of the bidder's justification shall take into account all evidence provided. Accordingly, the Procuring Entity's relevant committee shall make a recommendation to the Accounting Officer</p>		
		<p>D. POST QUALIFICATION: The procuring entity may verify the documents provided by the bidder with the issuing authority.</p>		

Appendix to Qualification Criteria

ITEM	DESCRIPTION		POINT SCORE SCALE	
1	HISTORY OF NON-PERFORMANCE		Max 10	
	History of Non-Performance		0 or 10	
2	FINANCIAL CAPACITY		Max 10	
	Audited Statements		0-1	
	Computation of Financial Ratios		0-4	
	Working capital to be at least 10% of the EE		0-4	
	Turnover		0-1	
3	EXPERIENCE		Max 22	
	General Experience		0-6	
	Specific experience in related works		0-14	
	Workload Analysis		0-2	
4	KEY PERSONNEL		Max 10	
	Site Agent / Road Manager	Certification	PBC Certificate from KIHBT or other recognized institution	1
			Current EBK certificate of good standing	2
		Qualifications in Electrical Engineering	Degree	2
		Experience	Above 5 years	2
			0-5 years	0
	Foreman	Qualifications in Electrical Engineering	Degree HND Diploma	2
		Experience	Above 5 years	1
			0-5 years	0
	5	PLANT AND EQUIPMENT		Max 35
Relevant Equipment (As Detailed in Schedule D)		Owned (Max 35marks)	0-35	
		100% Leased (Max 17.5 marks)	0-17.5	
6	PROGRAM OF WORKS AND WORK METHODOLOGY		Max 13	
6a	Work Methodology	Provided a detailed Work Methodology	0-3	
		Provided a Methodology on safety during the construction period	0-2	
		Provided a specific Quality management plan	0-2	

ITEM	DESCRIPTION		POINT SCORE SCALE
6b	Program of Works	PoW Resourced with Equipment-Min. allocation pursuant to the Schedule E of Technical Proposal - – To be submitted in A3 Size Paper well legible Fonts	0-2
		PoW captures Monthly outputs for each activity	0-1
		PoW details BoQ Quantities, Units and Rates	0-1
		PoW is superimposed with Cashflow Projections as detailed in Schedule A of the technical proposal	0-1
7	Organization and staffing (Schedule B of Technical proposal) Equivalent of Site Base facilities		0-1
	TOTAL		MAX 100

SECTION V - TENDERING FORMS

SECTION V - TENDERING FORMS

1. TENDERER'S QUALIFICATION FORMS

Form ELI-1.1- Tenderer Information Form

Form ELI- 1.2- Tenderer JV information

Form ELI - 1.3- Qualification of Foreign Contractors

Form ELI - 1.4- Declarations of materials, equipment and labor sources

2. FORM OF TENDER

A. TENDERER'S ELIGIBILITY - CONFIDENTIAL BUSINESS QUESTIONNAIRE

B. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

C. SELF-DECLARATION FORMS

FORM SD1

FORM SD2

FORM SD3

APPENDIX TO FORM OF TENDER

3. CONTRACTUAL FORMS

FORM CON – 1

FORM CON – 2

FORM CON – 3

4. FINANCIAL FORMS

FORM FIN- 3 .1

FORM FIN- 3.2

FORM FIN- 3.3

5. TECHNICAL EXPERIENCE

FORM EXP - 4.1

FORM EXP - 4.2 (A)

FORM EXP - 4.2 (B)

6. TECHNICAL PROPOSAL

SCHEDULE A. Projected Cash Flow

SCHEDULE B. Site Organizations

SCHEDULE C. Subcontractors

SCHEDULE D. Contractor's Equipment

SCHEDULE E. Initial Tentative Program of Performance

SCHEDULE F. Key Personnel Proposed

FORM PER -1

FORM PER -2

SCHEDULE G. Schedule of Materials; -Basic Prices

7. FORM OF TENDER SECURITY - DEMAND GUARANTEE

8. FORM OF TENDER SECURITY (TENDER BOND)

9. FORM OF TENDER-SECURING DECLARATION

TENDERER'S QUALIFICATION FORMS

FORM ELI-1.1- TENDERER INFORMATION FORM

Form ELI-1.1
Tenderer Information Form
Date: _____ Tender No. _____ Tender title: _____
Tenderer's name:
In case of Joint Venture (JV), name of each member:.....
Tenderer's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Tenderer's actual or intended year of incorporation:
Tenderer's legal address [in country of registration]:
Tenderer's authorized representative information Name: Address: Telephone/Fax numbers: E-mail address:
1. Attached are copies of original documents of: I. <i>Certificate of Incorporation and CR12</i> of the legal entity named above, in accordance with ITT 4.1. II. <i>Copies of National Identification documents for Directors</i> <input type="checkbox"/> In case of a JV, Form of intent to form JV or JV agreement, in accordance with ITT 4.1. <input type="checkbox"/> In case of a state-owned enterprise or institution, in accordance with ITT 4.7. documents establishing: <ul style="list-style-type: none">• Legal and financial autonomy• Operation under commercial law• Establishing that tenderer is not under the supervision of the Procuring Entity,
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership (<i>Applicable</i>).

FORM ELI- 1.2- TENDERER JV INFORMATION

Tenderer's JV Information Form

(to be completed for each member of Tenderer's JV)

Date: _____

Tender No. _____

Tender title: _____

Tenderer's JV name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of: <ul style="list-style-type: none">i. Certificate of Incorporation and CR 12 of the legal entity named above, including Registered JV agreement (Registration of Documents Act), in accordance with ITT 4.1.ii. Copies of National Identification documents for all Directors <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT 4.7.
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership (<i>Applicable</i>).

FORM ELI - 1.3- QUALIFICATION OF FOREIGN CONTRACTORS

Qualification of Foreign Tenderers

Pursuant to ITT 4.10, a foreign tenderer must complete this form to demonstrate that the tender fulfils this condition (the 40% Rule).

ITEM	Description of Work Item	Describe location of source	COST in K. shillings	Comments, if any
A	Local Labour			
1				
2				
3				
4				
5				
B	Sub contracts from Local sources			
1				
2				
3				
4				
5				
C	Local materials			
1				
2				
3				
4				
5				
D	Use of Local Plant and Equipment			
1				
2				
3				
4				
5				
E	Add any other items			

1				
2				
3				
4				
5				
6				
7				
	TOTAL COST LOCAL CONTENT		xx	
	PERCENTAGE OF CONTRACT PRICE		xx	

FORM ELI - 1.4- DECLARATIONS OF MATERIALS, EQUIPMENT AND LABOUR SOURCES

Pursuant to ITT 5.1, tenderers must complete this form to demonstrate that the tender fulfils this condition

ITEM	Description of Work Item	Describe location of source	Comments, if any
A	Materials		
1			
2			
3			
4			
5			
6			
B	Equipment		
1			
2			
3			
4			
5			
C	Labour		
1			
2			
3			
4			
5			
6			
	TOTAL COST LOCAL CONTENT		
	PERCENTAGE OF CONTRACT PRICE		

FORM OF TENDER

INSTRUCTIONS TO TENDERERS

- (i) The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.
- (ii) All italicized text is to help Tenderer in preparing this form.
- (iii) Tenderer must complete and sign and TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE, CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER, all attached to this Form of Tender.
- (iv) The Form of Tender shall include the following Forms duly completed and signed by the Tenderer.
 - A) Tenderer's Eligibility- Confidential Business Questionnaire
 - B) Certificate of Independent Tender Determination
 - C) Self-Declaration of the Tenderer

FORM OF TENDER

Date of this Tender submission: *[insert date (as day, month and year) of Tender submission]*

Invitation to Tender No.: *[insert identification]* Alternative No.: *[Not Applicable]*

To:

We, the undersigned, declare that:

- a) *No reservations:* We have examined and have no reservations to the tendering document, including Addenda issued in accordance with Instructions to Tenderers (ITT) ;
- b) *Eligibility:* We meet the eligibility requirements and have no conflict of interest in accordance with ITT4;
- c) *Tender-Securing Declaration:* We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing Declaration or Proposal-Securing Declaration in Kenya in accordance with ITT 4.8.
- d) *Conformity:* We offer to execute in conformity with the tendering document and in accordance with the construction or service schedule the following Works:
[Tender Number and Name]
- e) *Tender Price:* The total price of our Tender is [name of currency] (*amount in figures and words*).

- f) **Combined Price:** We hereby confirm that our combined price for Rehabilitation Works and Improvement Works does not exceed the threshold given in the TDS ITT 37.5, which is [*NOT APPLICABLE*].
- g) **Tender Validity Period:** Our Tender shall be valid for a period specified in TDS 18.1 (or as amended if applicable) from the date fixed for the Tender submission deadline specified in TDS 22.1 (or as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- h) **Performance Security:** If our Tender is accepted, we commit to obtain a Performance Security in accordance with the tendering document;
- i) **One Tender per Tenderer:** We are not submitting any other Tender (s) as an individual Tenderer, and we are not participating in any other Tender(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT 4.4, other than alternative Tenders submitted in accordance with ITT 13;
- a) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Procuring Entity. Further, we are not ineligible under Kenya laws or official regulations or pursuant to a decision of the United Nations Security Council;
- b) **State-owned enterprise or institution:** [select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITT 4.7];
- c) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: [insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity].

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”).

- d) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Form of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- e) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive;
- f) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption;
- g) **Collusive practices:** We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent Tender Determination” attached below.
- r) We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from www.ppra.go.ke during the procurement process and the execution of any resulting contract.
- s) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:
- a) Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.
- b) Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.

- a) Self-Declaration of the Tenderer – to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
- b) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.
- t) Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in “Appendix 1- Fraud and Corruption” attached to the Form of Tender.

Name of the Tenderer: *[insert complete name of person signing the Tender]

Name of the person duly authorized to sign the Tender on behalf of the Tenderer: **[insert complete name of person duly authorized to sign the Tender]

Title of the person signing the Tender: [insert complete title of the person signing the Tender] Signature of the person named above: [insert signature of person whose name and capacity are shown above] Date signed [insert date of signing] day of [insert month], [insert year]

Name _____

in the capacity of _____

Signed _____

Duly authorized to sign the Tender for and on behalf of M/s _____

Dated on _____ day of _____, _____

A. TENDERER'S ELIGIBILITY - CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instruction to Tenderer

Tender is instructed to complete the particulars required in this Form, one form for each entity if Tender is a JV. Tenderer is further reminded that it is an offence to give false information on this Form.

a) Tenderer's details

	ITEM	
1	Name of Procuring Entity	Kenya National Highways Authority
2	Reference Number of the Tender	KeNHA/R5/230/2024
3	Date and Time of Tender Opening	As indicated in the Tender Notice
4	Name of Tenderer	
5	Full Address and Contact Details of the Tenderer	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person 8. Telephone Number
6	Current Trade License Registration Number and Expiring date	
	Name, country/county and full address (postal and physical addresses, email, and telephone number) of Registering Body/Agency	
7	Description of Nature of Business	
8	Maximum value of business which the Tenderer handles	
9	State if Tenders Company is listed in stock exchange, give name and full address (<i>postal and physical addresses, email, and telephone number</i>) of state which stock exchange	

General and Specific Details

b) Sole Proprietor, provide the following details

Name in full _____ Age _____

Nationality _____ Country of Origin _____

Citizenship _____

c) Partnership, provide the following details.

	Name of Partners	Nationality	Citizenship	%Shares Owned
1				
2				
3				

(d) Registered Company, provide the following details.

i) Private or public Company _____

ii) State the nominal and issued capital of the Company-

Nominal Kenya Shillings (Equivalent).....

Issued Kenya Shillings (Equivalent).....

iii) Give details of Directors as follows.

	Name of Directors	Nationality	Citizenship	%Shares Owned
1				
2				
3				

e) DISCLOSURE OF INTEREST - Interest of the Firm in the Procuring Entity.

i) Are there any person/persons in..... (Name of Procuring Entity) who has/have an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

	Name of Person	Designation in the Procuring Entity	Interest or Relationship with Tenderer
1			
2			
3			

ii) Conflict of interest disclosure

	Type of Conflict	Disclosure YES or NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controls, is controlled or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the such Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.		

f) Certification

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name _____

Title or Designation _____

(Signature)

(Date)

B. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the KENYA NATIONAL HIGHWAYS

AUTHORITY for: _____ [Name of tender]

_____ [Tender number]

in response to the request for tenders made by: _____ [Name of Tenderer]

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of _____ [Name of Tenderer] that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) Has been requested to submit a Tender in response to this request for tenders;
 - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
 - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b) the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs (5) (a) or (5) (b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) methods, factors or formulas used to calculate prices;
 - c) the intention or decision to submit, or not to submit, a tender; or
 - d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5) (b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5) (b) above;
8. the terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5) (b) above.

Name and Title _____

Date _____

[Name, title and signature of authorized agent of Tenderer and Date]

FORM SD 2: SELF DECLARATION THAT THE TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE

I,of P. O. Box.....being a resident ofin the Republic of.....do hereby make a statement as follows: -

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of..... (insert name of the Company) who is a Bidder in respect of Tender No. for (*insert tender title/description*) for (*insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of (*insert name of the Procuring entity*) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... (*name of the procuring entity*).
4. THAT the aforesaid Bidder will not engage/has not engaged in any corrosive practice with other bidders participating in the subject tender
5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

.....
(Title) (Signature) (Date)

Bidder's Official Stamp

FORM SD 3: DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I, (person) on behalf of (Name of the Business/Company/Firm)declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory.....

Sign.....

Position.....

Office address.....Telephone.....

E-mail.....

Name of the

Firm/Company.....

Date.....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name.....

Sign.....

Date.....

APPENDIX TO FORM OF TENDER

Conditions	Sub-Clause	Data
Employer's name and address	1.1.2.2	Director General, Kenya National Highways Authority, P.O. Box 49712 – 00100, <u>NAIROBI</u>
Engineer's name and address	1.1.2.4	Director – Maintenance, Kenya National Highways Authority, P.O. Box 49712 – 00100, <u>NAIROBI</u>
Time for Completion	1.1.3.3	Eighteen (18) Months (<i>Instructed Works</i>)
		Twenty – Four (24) Months (<i>Performance Based Works</i>)
Defects Notification Period	1.1.3.7	Six (6) Months (<i>Instructed Works</i>)
Site	1.1.6.7	Street Lighting on the Nairobi – Thika Highway (S1) Road
Communications	1.3(b)	<p>The Employer's address is:</p> <p>The Director General, Kenya National Highways Authority (KeNHA), P.O. Box 49712 - 00100 <u>NAIROBI</u></p> <p>The Engineer's address is:</p> <p>The Director, Maintenance, Kenya National Highways Authority (KeNHA), P.O. Box 49712 - 00100 <u>NAIROBI</u></p> <p>The Contractor address is:</p> <p>Name.....</p> <p>P.O Box.....</p> <p>City/Town.....</p> <p>Email:</p> <p>Telephone.....</p>

Conditions	Sub-Clause	Data
Governing Law	1.4	Laws of the Republic of Kenya
Ruling and communications language	1.4	English
Contract Agreement	1.6	Within the bid validity period
Assignment	1.7	Not applicable
Care and Supply of documents	1.8	One (1) Contract document to be supplied to the Contractor
Right of access to the Site	2.1	Within Twenty-Eight (28) days of the Notice of Commencement Date
Performance Security	4.2	The Performance Security shall be in the form of an unconditional Bank Guarantee in the amount(s) of 5% of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.
Subcontractors	4.4	40%
Parts of the Works for which subcontracting is not permitted	4.4	N/A
Progress reports	4.21	Softcopies
Normal working hours	6.5	Weekdays: 8am – 5pm (With 1hour break) Saturdays: 8am – 12 Noon
Commencement of Works	8.1	Fourteen (14) days after order to commence
Programme	8.3	<ul style="list-style-type: none"> • Softcopy • One (1) Hard copy • Within 28days
Delay damages payable for each day of delay	8.7	0.05% of the Accepted Contract Amount
Maximum amount of delay damages	8.7	5% of the Accepted Contract Amount
Take Over of Parts of the Works	10.2	Not applicable
Provisional Sums	13.5 (b)(ii)	As specified in the Schedule of rates
Advance payment	14.2	Not Applicable

Conditions	Sub-Clause	Data
Application for interim payment certificates (Statements)	14.3	1 hard copy and 1 soft copy
Percentage of retention	14.3(c)	5% of the Accepted Contract Amount
Limit of Retention Money	14.3(c)	5% of the Accepted Contract Amount
Schedule of payments	14.4	Not applicable
Period of payment of Advance Payment to the Contractor	14.7(a)	Not Applicable
Period for the Employer to make interim payments to the Contractor	14.7b	Ninety (90) days
Period for the Employer to make final payment to the Contractor	14.7(c)	Ninety (90) days
Delayed payment	14.8	Simple interest at a rate equal to two percentage points above the mean Base Lending Rate obtained from the Central Bank of Kenya
Number of additional paper copies of draft Final Statement	14.11	1 hard copy and 1Soft copy
Currencies of Payment	14.15	Kenya Shillings (KES)
Maximum total liability of the Contractor to the Employer	17.6	The accepted contract amount
Periods for submission of insurance	18.1	a. evidence of insurance – 14days b. relevant policies – 28 days
Maximum amount of deductibles for insurance of the Employer's risks	18.2(d)	Not Applicable
Minimum amount of third party insurance	18.3	Limited to Accepted Contract Amount for each occurrence, with unlimited number of occurrences
Date by which the DB shall be appointed	20.2	As and when required
The DB shall be comprised of	20.2	One Member (ad hoc)
Appointment (if not agreed) to be made by:	20.3	Chartered Institute of Arbitrators (Kenya)
Place and Seat of arbitration	20.6(a)	Nairobi, Kenya

Signature of Tenderer..... Date

FORM CON – 1 HISTORICAL CONTRACT NON-PERFORMANCE, PENDING LITIGATION AND LITIGATION HISTORY

Tenderer's Name: _____

Date: _____

JV Member's Name _____

Tender No. _____

Tender title: _____

Non- Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> Contract non-performance did not occur for the last three (3) years from the day of tender opening. <input type="checkbox"/> Contract(s) not performed for the last three (3) years from the day of tender opening			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (Kenya Shilling equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/number; and any other identification]</i> Name of Procuring Entity: <i>[insert full name]</i> Address of Procuring Entity: <i>[insert street/city/country]</i> Reason(s) for non-performance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> No pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 8. <input type="checkbox"/> Pending Litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 9 as indicated below			
Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (Kenya Shilling equivalent)
		Contract Identification: Name of Procuring Entity: Address of Procuring Entity: Matter in dispute: Party who initiated the dispute: Status of dispute:	
Litigation History in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4. <input type="checkbox"/> Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (Kenya Shilling equivalent)

FORM CON – 3: CERTIFICATE OF BIDDER’S VISIT TO SITE

This is to certify that

[Name/s].....

.....

Being the authorized representative/Agent of [Name of bidder]

.....

.....

participated in the organized inspection visit of the site of the works for the

PERFORMANCE BASED CONTRACT FOR THE MAINTENANCE OF STREET LIGHTING ON NAIROBI – THIKA HIGHWAY (S1) ROAD

held on.....day of.....20.....

Signed.....

(Employer’s Representative)

.....

.....

(Name of Employer’s Representative)

.....

(Designation)

NOTE: This form is to be completed at the time of the organized site visit.

FORM FIN – 3.1: FINANCIAL SITUATION AND PERFORMANCE

PART 1

Tenderer's Name: _____

Date: _____

JV Member's Name _____

Tender No. _____

Tender title: _____

1. Financial data

Type of Financial information (Kenya Shillings)	Historic information for previous <u>3</u> years, (amount in Millions (KSh.))		
	2021	2022	2023
Statement of Financial Position (Information from Balance Sheet)			
Total Assets (TA)			
Total Liabilities (TL)			
Total Equity/Net Worth (NW)			
Current Assets (CA)			
Current Liabilities (CL)			
Working Capital (WC)			
Information from Income Statement			
Total Revenue (TR)			
Profits Before Taxes (PBT)			
Cash Flow Information			
Cash Flow from Operating Activities			

2. Sources of Finance

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of finance	Amount (Kenya Shilling equivalent)
1	Letter of line of Credit from a recognized Financial Institution	
2	Bank account balance (<i>demonstrated by bank statements</i>)	

3. Financial documents

The Tenderer and its parties shall provide copies of financial statements for the last **three (3)** years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

- a) Reflect the financial situation of the Tenderer or in case of JV member, and not an affiliated entity (such as parent company or group member).
- b) Be independently audited or certified in accordance with local legislation.
- c) Be complete, including all notes to the financial statements.
- d) Correspond to accounting periods already completed and audited.

Attached are copies of financial statements for the three (3) years required above; and complying with the requirements

PART 2

Detailed Financial Situation Evaluation

No.	Description	Auditors Assessment	Auditors Assessment	Auditors Assessment	Evaluation Score Award Criteria
		2021	2022	2023	
1.	Financial Ratios				Max score=4 Marks
a.	Current Ratio= <u>Current Assets</u> Current Liabilities				Current Ratio more than 1 = 1 marks
b.	Debt to Equity Ratio = <u>Total Liabilities</u> Total Equity				Equity Capital Ratio less than 1 = 1 Marks
c.	Working Capital = Current Assets- Current Liabilities				Positive Working Capital = 1 marks
d.	Operating Cash Flow Ratio = Cash Flow from <u>Operations</u> Current Liabilities				Operating Cash-flow more than 1 = 1 marks
2.	Working Capital in Ksh.				Working Capital is equal or more than 10% of Bid Price = 4 Marks

The above Financial Ratios have to be derived from first Principles from the Audit Statements. The Auditor who has undertaken the analysis has to demonstrate the financial ratios and append his signature and stamp to the Document as below:

The Auditor shall be required to provide his/her workings and demonstrate the source of the workings from the various Audited statements by including the Page Numbers and references of the source of the figures used in the computation of the assigned values.

The Auditor undertaking the above Financial Analysis MUST duly fill the Contact Sheet below in all aspects and attach current annual practising license.

Financial ratios Computed by a Certified Public Accountant:

CPA: Name	
ICPAK Number	
Telephone Number	
Email Address	
Postal Address	
Physical Address	
Contact Person	
Mobile Contact of the Contact Person	
Signature	
Date	
Personal/Corporate Stamp	

Ratios attested by the Company Director:

Director's Name	
ID/Passport Number	
Telephone Number	
Email Address	
Postal Address	
Physical Address	
Signature	
Date	
Personal/Corporate Stamp	

FORM FIN – 3.2: AVERAGE ANNUAL CONSTRUCTION TURNOVER

Tenderer's Name: _____

Date: _____

JV Member's Name _____

Tender No. _____

Tender title: _____

Annual turnover data (construction only)			
Year	Amount Currency <i>[insert amount and indicate currency]</i>	Exchange Rate (where applicable)	Kenya Shilling equivalent
2021			
2022			
2023			
Average Annual Construction Turnover*			

* See Section III, Evaluation and Qualification Criteria.

If the most recent set of financial statements is for a period earlier than 12 months from the date of Bid, the reason for this should be justified.

FORM FIN - 3.3: CURRENT CONTRACT COMMITMENTS / WORKS IN PROGRESS

Tenderers and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a Form of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments					
No.	Name of Contract	Procuring Entity's Contact Address, Tel, Fax	Value of Outstanding Work (Kenya Shilling equivalent)	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [KSh./month]

FORM EXP - 4.1: GENERAL CONSTRUCTION EXPERIENCE

Tenderer's Name: _____

Date: _____

JV Member's Name _____

Tender No. _____

Tender title: _____

Starting Year	Ending Year	Contract Identification	Role of Tenderer
		Contract name: Brief Description of the Works and Services performed by the Tenderer: Amount of contract: Name of Procuring Entity: Address:	<i>Main Contractor/ Subcontractor/ Management Contractor</i>
		Contract name: Brief Description of the Works and Services performed by the Tenderer: Amount of contract: Name of Procuring Entity: Address:	
		Contract name: Brief Description of the Works and Services performed by the Tenderer: Amount of contract: Name of Procuring Entity: Address:	

FORM EXP - 4.2(A): SPECIFIC CONSTRUCTION AND CONTRACT MANAGEMENT EXPERIENCE

Tenderer's Name: _____

Date: _____

JV Member's Name _____

Tender No. _____

Tender title: _____

Similar Contract No..	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-Contractor <input type="checkbox"/>
Total Contract Amount			Kenya Shillings	
If member in a JV or sub-contractor, specify participation in total Contract amount				
Procuring Entity's Name:				
Address: Telephone/fax number E-mail:				
Description of the similarity in accordance with Sub-Factor 4.2(b) of Section III:				
1. Amount				
2. Physical size of required Works and Services items				
3. Complexity				
4. Methods/Technology				
5. Construction rate for key activities				
6. Other Characteristics				

FORM EXP - 4.2(B): CONSTRUCTION EXPERIENCE IN KEY ACTIVITIES

Tenderer's Name:

Date:

Tenderer's JV Member Name:

Sub-contractor's Name (as per ITT 33.2):

Tender No. _____

Tender title: _____

All Sub-contractors for key activities must complete the information in this form as per ITT 33.2 and Section III, Qualification Criteria and Requirements, Sub-Factor 4.2.

1. Key Activity No One: _____

Information				
Contract Identification				
Award date				
Completion date				
Role in Contact	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-Contractor <input type="checkbox"/>
Total Contract Amount			Kenya Shillings	
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i)*(ii)
Year 1				
Year 2				
Year 3				
Year 4				
Procuring Entity's Name: Address: Telephone/fax number E-mail:				

Information	
Description of key activities in accordance with Sub-Factor 4.2(b) of Section III:	

If applicable

2 Activity No. Two

3.

TECHNICAL PROPOSAL

The Tenderer's Technical Proposal shall include the following elements:

SCHEDULE A. Projected Cash Flow

SCHEDULE B. Site Organizations

SCHEDULE C. Subcontractors

SCHEDULE D. Contractor's Equipment

SCHEDULE E. Initial Tentative Program of Performance

SCHEDULE F. Key Personnel Proposed

SCHEDULE G. PART I. SCHEDULE OF MATERIALS; -BASIC PRICES

 PART II. SCHEDULE OF RATES DERIVATION

SCHEDULE H. BASIC PRICES FOR MATERIALS AND LABOUR

Instructions on how to present the various schedules of the Technical Proposal are given on the following pages

SCHEDULE A

Projected Cash Flow

- 1) Tenderers shall tabulate below estimates, based on their preliminary work programme, of:
 - a) On the expenditure side, the value of the work which will be carried out;
 - b) On the revenue side, the net payments to which they will become entitled with due allowance for the advance payment and repayment, materials prepayments, and retention money, but excluding price adjustments for rise and fall and provisional sums for emergency works.
 - c) The projected net cash flow during the contract period.
- 2) The prospective successful Tenderer may be required to submit full details to substantiate his estimates.
- 3)

Period (Months)	Cost of Maintenance Services	Cost of Rehabilitation and Improvement Works	Net Payment to be received	Net Cashflow
1-6				
7-12				
13-18				
19-24				
25-30				
31-36				
ETC				

SCHEDULE B

Site Organization

Tenderers shall give below full particulars of the organization they propose to establish, direct, and administer the performance of the Contract. In particular, Tenderers shall indicate the location of site camps and the resources they intend to allocate to Self-Control Units for planning and monitoring purposes.

1. SITE ORGANIZATION CHART
 - i. ORGANOGRAM
 - ii. SITE ORGANIZATION LAYOUTS
 - iii. SITE LOCATION MAP
2. NARRATIVE DESCRIPTION OF SITE ORGANIZATION CHART

SCHEDULE C

SUB-CONTRACTORS / PARTNERS

Tenderers shall list below those parts of the Works and Services which they propose to subcontract, and state the approximate value of those parts and the names and addresses of the proposed subcontractors, if those are known at Tendering stage. Tenderers shall also list other business partners involved in the execution of the contract and their respective roles and responsibilities.

Part of Works /
Services:

Approximate
value:

Name and address of proposed subcontractor / partner:

Part of Works /

Services:

Approximate
value:

Name and address of proposed subcontractor / partner:

Part of Works /

Services:

Approximate
value:

Name and address of proposed subcontractor / partner:

Part of Works /

Services:

Approximate
value:

Name and address of proposed subcontractor / partner:

SCHEDULE D

Contractor's Equipment Form EQU

The Tenderer shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed in Section B (Technical Evaluation) of Qualification Form/Criteria

Equipment information and current status for equipment leased from government agencies including MTF may be omitted

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current Status	Current Location	
	Details of current commitments	
Source	Indicate source of equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Tenderer.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	
Agreements	Details of rental/ lease/ manufacture agreements specific to the project	

SCHEDULE E

Initial Tentative Program of Performance

To demonstrate a clear understanding of the requirements of the Contract, Tenderers shall provide the following:

- i) A bar chart sub-divided into sections for each road showing the major activities to be carried out for Maintenance Services, Rehabilitation Works and Improvement Works, if any. The activities shall be shown against time, with linkages shown between related/sequential activities as far as possible and appropriate.
- ii) A bar chart or schedule showing the usage of major plant, including those listed in Schedule D (Contractor's Equipment).

SCHEDULE F

Form PER -1 Key Personnel Schedule

Tenderers should provide the names and details of the suitably qualified Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

Key Personnel

1.	Title of position: Site Agent	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/weeks/months that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>Full time site presence</i>
2.	Title of position: Foreman	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/weeks/months that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>Full time site presence</i>

Countersignature of authorized representative of the Tenderer:

Signature: _____

Date: (day month year): _____

Form PER -2

Resume and Declaration – Key Personnel (*Resume to be provided in this format*)

Name of Tenderer

Position [1]: <i>[title of position from Form PER-1]</i>		
Personnel information	Name:	Date of birth:
	Address:	E-mail:
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>	
Details	Address of Tendering Entity:	
	Telephone:	Contact (manager/personnel officer):
	Fax:	
	Job title:	Years with present Entity:

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Project	Role	Duration of involvement	of Relevant experience
<i>[main project details]</i>	<i>[role and responsibilities on the project]</i>	<i>[time in role]</i>	<i>[describe the experience relevant to this position]</i>

Declaration

I, the undersigned Key Personnel, certify that to the best of my knowledge and belief, the information contained in this Form PER -2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Tender:

Commitment	Details
Commitment to duration of contract:	<i>[insert period (start and end dates) for which this Key Personnel is available to work on this contract]</i>
Time commitment:	<i>[insert the number of days/weeks/months that this Key Personnel will be engaged]</i>

I understand that any misrepresentation or omission in this Form may:

- a) be taken into consideration during Tender evaluation;
- b) my disqualification from participating in the Tender;
- c) my dismissal from the contract.

Name of Key Personnel: *[insert name]*

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Tenderer:

Signature: _____

Date: (day month year): _____

SCHEDULE G
PART I. SCHEDULE OF MATERIALS; -BASIC PRICES

ITEM NO	DESCRIPTION	NAME OF SUPPLIER	COUNTRY OF ORIGIN	UNIT	BASE Price
					KSHS.
1.	150W LED (warm white) fittings			PCs	
2.	250W LED (warm white) fittings			PCs	
3.	50W LED (warm white) fittings			PCs	
4..	120A 3P Contactor			PCs	
5..	Digital 24hr timer (200hr reserve)			PCs	
6.	100A Isolator			PCs	
7.	80A twin cut out			PCs	
8.	32A Circuit Breaker			PCs	
9.	100A Earth Leakage CB			PCs	
10.	3C 100sqmm armoured Copper cable.			Meter	
11.	4C 25sqmm armoured Copper cable.			Meter	
12.	1C 6sqmm earthing Cable			Meter	
13.	2.5sqmm Twin with Earth Copper Cable			Meter	
14.	10m double arm circular step tapering galvanized street light poles			No.	
15.	10m single arm circular step tapering galvanized street light poles			No.	

I certify that the above information is correct

.....
 (Title)

.....
 (Signature)

.....
 (Date)

Note:

- Prices of imported materials to be quoted CIF Mombasa or Nairobi as appropriate depending on whether materials are imported by the tenderer directly or through a local agent.

PART II. SCHEDULE OF RATES DERIVATION

A Sample Schedule to guide bidders on filling the schedule in the next section

Form for Detailed Breakdown of Cost Comparison																																
Bill item No.	16-80-001																															
Description	Provide, lay and roll asphalt concrete type 1 (bitumen content 5-6% by weight) as pothole patching and regulation - hot mix.																															
Units	M ³	(Assumed production is 160m ³ per day)																														
Quantity	4,680																															
Rate build up																																
a) Direct cost (DC)	i) Unit work Price	1) Material Cost																														
		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Description</th> <th>Units</th> <th>Quantity</th> <th>Market Price</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>AC Type 1</td> <td>M³</td> <td>1</td> <td>20,900.00</td> <td>20,900.00</td> </tr> <tr> <td colspan="4">Sub Total For Material</td> <td>20,900.00</td> </tr> </tbody> </table>			Description	Units	Quantity	Market Price	Amount	AC Type 1	M ³	1	20,900.00	20,900.00	Sub Total For Material				20,900.00													
Description	Units	Quantity	Market Price	Amount																												
AC Type 1	M ³	1	20,900.00	20,900.00																												
Sub Total For Material				20,900.00																												
		2) Labour Price																														
		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Personnel</th> <th>No. Required</th> <th>Rate /day</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>Skilled Labour overseer</td> <td>2</td> <td>1,800.00</td> <td>22.50</td> </tr> <tr> <td>Skilled Labour - Operator</td> <td>6</td> <td>2,045.00</td> <td>76.69</td> </tr> <tr> <td>Artisans Grade II</td> <td>12</td> <td>1,612.00</td> <td>120.90</td> </tr> <tr> <td>Unskilled labour</td> <td>15</td> <td>873.00</td> <td>81.84</td> </tr> <tr> <td colspan="3">Sub Total For Labor</td> <td>301.93</td> </tr> <tr> <td colspan="2">Productivity ratio</td> <td colspan="2"></td> </tr> </tbody> </table>			Personnel	No. Required	Rate /day	Amount	Skilled Labour overseer	2	1,800.00	22.50	Skilled Labour - Operator	6	2,045.00	76.69	Artisans Grade II	12	1,612.00	120.90	Unskilled labour	15	873.00	81.84	Sub Total For Labor			301.93	Productivity ratio			
Personnel	No. Required	Rate /day	Amount																													
Skilled Labour overseer	2	1,800.00	22.50																													
Skilled Labour - Operator	6	2,045.00	76.69																													
Artisans Grade II	12	1,612.00	120.90																													
Unskilled labour	15	873.00	81.84																													
Sub Total For Labor			301.93																													
Productivity ratio																																
		3) Machinery																														
		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Machinery type</th> <th>No. Required</th> <th>Rate /day</th> <th>Amount</th> <th>Hired/Owned</th> </tr> </thead> <tbody> <tr> <td>Roller</td> <td>1</td> <td>38,720.00</td> <td>242.00</td> <td>Hired</td> </tr> <tr> <td>PTR</td> <td>1</td> <td>29,200.00</td> <td>182.50</td> <td>Hired</td> </tr> <tr> <td>Air Compressor</td> <td>1</td> <td>9,625.00</td> <td>60.16</td> <td>Hired</td> </tr> <tr> <td>Bitumen Sprayer H/Operated</td> <td>1</td> <td>4,400.00</td> <td>27.50</td> <td>Hired</td> </tr> </tbody> </table>			Machinery type	No. Required	Rate /day	Amount	Hired/Owned	Roller	1	38,720.00	242.00	Hired	PTR	1	29,200.00	182.50	Hired	Air Compressor	1	9,625.00	60.16	Hired	Bitumen Sprayer H/Operated	1	4,400.00	27.50	Hired			
Machinery type	No. Required	Rate /day	Amount	Hired/Owned																												
Roller	1	38,720.00	242.00	Hired																												
PTR	1	29,200.00	182.50	Hired																												
Air Compressor	1	9,625.00	60.16	Hired																												
Bitumen Sprayer H/Operated	1	4,400.00	27.50	Hired																												

	AC Paver	1	50,504.00	315.65	Hired
	Sub Total for Machinery			827.81	
	Productivity ratio				
	Sub-total of unit price				
	Sum (1+2+3)	22,029.74			
	ii) Haulage Cost	1,104.49			
Sub-totals of DC		23,131.22			
b) Indirect Cost		2,313.12			
c) Overheads and Profits		6,939.37			
Total Cost					
Sum (a+b+c)					
Forwarded to the BoQ (16-80-001)		32,383.71			

Notes:

- Attach current (atleast 30 days before tender opening date) proof of cost of materials e.g. Proforma Invoices/quotations.
- This form has been based on the principles of Cost Estimation Manual. The Cost Estimation Manual can be downloaded from the following website: <https://krb.go.ke/downloads>

I certify that the above information is correct.

.....
(Title)

.....
(Signature)

.....
(Date& Official Stamp)

PART II. SCHEDULE OF RATES DERIVATION

Form for Detailed Breakdown of Cost Comparison

Bill item No.	20-40-013
Description	Supply, transport and install continuously tapering, with octagonal cross section, fully galvanized High mast poles with suitable decorative bracket for 9no.fixtures to achieve mounting height of 30m from road surface. The pole shall have arrangement of concealed junction box with 1no. SPMCB
Units	No
Quantity	2

Rate build up

a) *Direct cost (DC)* i) Unit work Price

1) Material Cost

Description	Units	Quantity	Market Price	Amount
Sub Total For Material				

2) Labour Price

Personnel	No. Required	Rate /day	Amount
Sub Total For Labor			
Productivity ratio			

3) Machinery

Machinery type	No. Required	Rate /day	Amount	Hired/Owned
Sub Total for Machinery				
Productivity ratio				

Sub-total of unit price	
Sum (1+2+3)	

ii) Haulage Cost

Sub-totals of DC

b) <i>Indirect Cost</i>	
c) <i>Overheads and Profits</i>	

Total Cost Sum (a+b+c) Forwarded to the BoQ (20-40-013)	
---	--

Notes:

- Attach current (atleast 30 days before tender opening date) proof of cost of materials e.g. Proforma Invoices/quotations.
- This form has been based on the principles of Cost Estimation Manual. The Cost Estimation Manual can be downloaded from the following website: <https://krb.go.ke/downloads>

I certify that the above information is correct

.....
(Title)

.....
(Signature)

.....
(Date& Official Stamp)

PART II. SCHEDULE OF RATES DERIVATION

Form for Detailed Breakdown of Cost Comparison

Bill item No.	20-40-044
Description	Supply, install, testing and commissioning of Integrated Solar LED Street Light rated min 200watts LED Lamp, 250W Mono/Poly Crystalline Silicon Cells PV module, 250Ah Batteries, charge controllers with in-built dusk to dawn programmable timer switch control system and illumination level control
Units	PCS
Quantity	10

Rate build up

a) *Direct cost (DC)* i) Unit work Price

1) Material Cost

Description	Units	Quantity	Market Price	Amount
Sub Total For Material				

2) Labour Price

Personnel	No. Required	Rate /day	Amount
Sub Total For Labor			
Productivity ratio			

3) Machinery

Machinery type	No. Required	Rate /day	Amount	Hired/Owned
Sub Total for Machinery				
Productivity ratio				

Sub-total of unit price	
Sum (1+2+3)	

ii) Haulage Cost

Sub-totals of DC

b) *Indirect Cost*

c) *Overheads and Profits*

Total Cost

Sum (a+b+c) Forwarded to the BoQ (20-40-044)	
---	--

Notes:

- Attach current (atleast 30 days before tender opening date) proof of cost of materials e.g. Proforma Invoices/quotations.
- This form has been based on the principles of Cost Estimation Manual. The Cost Estimation Manual can be downloaded from the following website: <https://krb.go.ke/downloads>

I certify that the above information is correct

.....
(Title)

.....
(Signature)

.....
(Date& Official Stamp)

PART II. SCHEDULE OF RATES DERIVATION

Form for Detailed Breakdown of Cost Comparison

Bill item No.

20-40-006

Description

Supply, transport and install circular step tapering, fully galvanized street light poles with suitable decorative double arm bracket to achieve mounting height of 10m from road surface. The pole shall have arrangement of concealed junction box with 2no.6A SPMCB

Units

No

Quantity

177

Rate build up

a) *Direct cost (DC)* i) Unit work Price

1) Material Cost

Description	Units	Quantity	Market Price	Amount
Sub Total For Material				

2) Labour Price

Personnel	No. Required	Rate /day	Amount
Sub Total For Labor			
Productivity ratio			

3) Machinery

Machinery type	No. Required	Rate /day	Amount	Hired/Owned
Sub Total for Machinery				
Productivity ratio				

Sub-total of unit price	
Sum (1+2+3)	

ii) Haulage Cost

Sub-totals of DC

b) *Indirect Cost*

c) *Overheads and Profits*

Total Cost

Sum (a+b+c) Forwarded to the BoQ (20-40-006)	
---	--

Notes:

- Attach current (atleast 30 days before tender opening date) proof of cost of materials e.g. Proforma Invoices/quotations.
- This form has been based on the principles of Cost Estimation Manual. The Cost Estimation Manual can be downloaded from the following website: <https://krb.go.ke/downloads>

I certify that the above information is correct

.....
(Title)

.....
(Signature)

.....
(Date& Official Stamp)

SCHEDULE H:**BASIC PRICES FOR MATERIALS AND LABOUR**

Index Code*	Index Description*	Source of Index*	Base Value and Date*	Bidder's Weighting	Weighting Range
Fixed	Nonadjustable	KNBS 2019 Civil Engineering Cost Indices	28 days before tender opening date		A= 0.20
EQ	Equipment				B= 0.1– 0.3
LL	Labour				C= 0.09 - 0.18
MT	Materials				D= 0.29 - 0.41
TF	Transport & Fuel				E= 0.01 - 0.09
Total				1.0	

Note:

- The Base year for the indices shall be 2019.

I certify that the above information is correct.

.....
(Title)

.....
(Signature)

.....
(Date)

FORM OF TENDER SECURITY - DEMAND GUARANTEE

Beneficiary: _____

Invitation to Tender No: _____

Date: _____

TENDER GUARANTEE No.: _____

Guarantor: _____

We have been informed that _____ (herein after called "the Applicant") has submitted or will submit to the Beneficiary its Tender (hereinafter called "the Tender") for the execution of under Invitation to Tender No. ____ ("the ITT").

Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- a) Has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Form of Tender ("the Tender Validity Period"), or any extension there to be provided by the Applicant; or
- b) Having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to be provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Tenderers ("ITT") of the Beneficiary's Tendering document.

This guarantee will expire:

- a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the performance Security and, issued to the Beneficiary in relation to such contract agreement; or
- b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[signature(s)]

PART 2 – WORKS REQUIREMENTS

SECTION VI - SPECIFICATIONS

SECTION VI-A: PERFORMANCE SPECIFICATIONS
Performance based Routine Maintenance Services

1. Introduction on Service Level Categories

Levels of Category

Based on the study of current service levels applied by the road authorities, four (4) standard service level categories Cover road network in Kenya. The principal factors considered in the selection of service levels are road type and traffic volume. However, specific road characteristics, such as climatic conditions, road function and terrain, may also be considered. Two service levels (High and Standard) are for paved roads and another two service levels (High and Standard) for un-paved roads.

The Service Levels should be selected from Table 1.1 according Annual Average Daily Traffic Volume (AADT).

Table 1.1. Service Level Categories Adopted

Road Type		Paved		Unpaved	
Service Category	Level	High	Standard	High	Standard
Annual Average Daily Traffic volume	Average Traffic	More than 20,000 Vpd	Less than 20,000 Vpd	More than 500 Vpd	Less than 500 Vpd

Note: vpd – vehicles per day

Note that Table 1.1 shows indicative traffic volume of service level category. The Road Authority need to define service level based not only on traffic but also on road class, climate and road complexity.

1.1. Service Criteria

Selection of Standard Service Level Category is made based on the road type (Paved or Unpaved), the traffic volume, as well as road conditions assessment.

1.2 Description of the Road

The Project Road is located in Nairobi and Kiambu Counties, starting at Nairobi and terminating at Thika. The road consists of the following sections:

1. Three (3) Arterial Connectors inside Nairobi City:
 - a) **Connector 1:** Forest road from Museum Roundabout on Uhuru Highway to Pangani Roundabout on Nairobi-Thika Road (3.6 km)
 - b) **Connector 2:** University way & Murang’a Road from Khoja Round about via Globe Cinema R/A from University Roundabout on Uhuru Highway to Muthaiga Roundabout on Nairobi-Thika Road (4.5 km)
 - c) **Connector** Ring road to Pangani roundabout on Nairobi-Thika Road (2.3 km)
2. Kipande road (from Globe roundabout connecting Forest road)(0.9 KM)
3. Limuru Road (From fig tree connecting to Forest road.(1.0 KM)
4. Muthaiga (km 3+900) to Eastern Bypass Junction at Ruiru (km 21+700)
5. Eastern Bypass Junction at Ruiru (km21+700 to Thika (km 41+300)

The road is approximately 49.8 Km in length.

The Road has the following major physical features.

- a) 1267 No. 10m Double arm bracket poles on the central median at a regular span of 40 m.
- b) 1720 No. 10m Single arm bracket poles on the service lanes at a regular span of 40 m.
- c) 34 No. 20m/30m High masts complete with fittings distributed across the road section.
- d) 135 No. Control Pillars complete with switch gear and protective concrete case cover.
- e) 165 No. 100W Tunnel and Underpass lights.
- f) 216 No. 50W Foot over bridges lights.

As a general reference on the Road, the information shown below is provided to the Contractor. The Employer provides this information to the best of his knowledge, but does not guarantee its correctness, and the Contractor may not make any claim based on potential errors or omissions in the information provided.

2 Works and Services to be provided

2.1 Works

The Works are what the Contract requires the Contractor to construct, install, and turnover to the Employer, as covered under Rehabilitation Works, Improvement Works and Emergency Works.

2.1.1 Rehabilitation Works (Instructed Works)

Rehabilitation Works are a set of measurable inputs to be executed by the Contractor during the Initial Mobilization Period to allow the Road to achieve the performance standards required under the contract. Rehabilitation Works shall be carried out by the Contractor in accordance with the Bill of Quantities. Rehabilitation Works will be paid for as measured items in accordance with the unit rates in the Bill of Quantities.

The major scope of the instructed works comprises the following but not limited to;

- General: Office Administration and Overheads
- 24-hour patrol and surveillance (Day and Night Patrols).
- Replacement of bulbs and related accessories.
- Replacement of damaged fittings.
- Repair/ Replacement of Knocked poles and arms, fittings, control pillars and high-masts complete with all the accessories.
- Repair/ Replacement of Vandalized poles and arms, fittings, control pillars and high-masts complete with all the accessories.
- Monthly meter reading.
- Provision of security to deter vandalism of the street lighting furniture.
- Liaising and follow ups with KPLC to restore power in case of an outage or other emergencies.
- Insurance follow up for compensation in case of any damage to Street lighting furniture.
- Pruning of overgrown tree branches obstructing the luminaires in liaison with NCG and spoiling the cuttings.
- Performance based maintenance of the street lighting and associated accessories to the required service level
- Any other works as may be instructed by the Engineer

The detailed location of the above activities is shown in the Line Diagram which is appended in Section 8 of this document.

Repairs and maintenance works will be paid for as measured items in accordance with the unit rates in the Bill of Quantities. These works shall be instructed and done concurrently during the Maintenance Period.

2.1.2 Improvement Works

Improvement Works are a set of interventions to be executed by the Contractor to allow the Road to acquire new characteristics under the contract. Improvement Works shall be carried out by the Contractor when specifically instructed by the Engineer as set out in Clause 27 of GCC and in accordance with the Bill of Quantities. Improvement Works will be paid for as measured items in accordance with the unit rates in the Bill of Quantities.

2.1.3 Emergency Works

Emergency Works are a set of necessary inputs to be executed by the Contractor to allow the Road to be reinstated under the contract in case of inflicted damages as a result of natural phenomena with imponderable consequences, such as strong storms, flooding and earthquakes. Emergency Works shall be carried out by the Contractor when specifically instructed by the Engineer as set out in Clause 27 of GCC and in accordance with the unit rates provided for in the Specifications.

In the event of an emergency, the Contractor shall draw to the attention of the Engineer that certain works need to be carried out to reinstate the carriageway and other road features to restore the safe passage of traffic and ensure the integrity of the Road.

The Engineer who will determine the quantities of activities to reinstate the roads, shall make the payments according to the measured works.

2.1.4 Design Responsibility for Works

All Works, Rehabilitation Works, Improvement Works and Emergency Works shall be designed by the Employer in accordance with the latest specifications adopted by the Employer.

2.2 Maintenance Services

The services to be provided by the Contractor include all activities, physical and others, which the Contractor needs to carry out in order to improve, maintain and comply with the service levels as set out in Table 2.1. (Service level requirements).

The Contractor is expected to come up with a methodology of complying with the Service Levels, and other output in the performance criteria as indicated in the contract, or with any other requirements of the contract. These includes management tasks and physical works associated with the road-related assets and items.

Performance based routine maintenance services will be paid for as a fixed **lump sum per km per month, with payment reductions made for non-compliance**, if appropriate.

It is expected that the Contractor shall include in his rate the cost of bringing the road to required service levels as stipulated in the Contract and the same shall not be paid for separately in the bills of quantities. These works shall include but not limited;

- a. 24-hour patrol and surveillance (Day and Night Patrols)
- b. Replacement of damaged/blown out fittings to specifications

- c. Repair, reinstatement and maintenance of existing and new poles and arms, fittings, control pillars and high-masts complete with all the accessories
- d. Monthly meter reading
- e. Provision of security to deter vandalism of the street lighting furniture
- f. Liaising and follow ups with KPLC to restore power in case of an outage or other emergencies.
- g. Pruning of overgrown tree branches obstructing the luminaires in liaison with NCG and spoiling the cuttings
- h. Anchoring and strengthening of (leaning) poles to upright position using approved gravel material or equivalent.
- i. To repair, reinstate and maintain the existing and new street lighting furniture for the duration of the Contract.
- j. Cleaning and painting of street lighting poles until the end of the contract.
- k. Removal of debris, any siltation, illegal signs or structure and disposal of any spoil material within the extent of the street lighting furniture.
- l. Allow the passage of traffic through the works during the entire Contract period
- m. **The PBC Contractor must replace all non-functional fittings in all the existing poles, high masts, tunnels and underpasses within the first three (3) months of commencement of works, after which the Contractor shall replace any non-functional fitting until the end of the contract. The rates for carrying out these works shall be included in the monthly PBC rate. Failure to carry out these works shall result in monthly deductions until compliance is achieved.**

A detailed list of such road-related assets and items is attached under Appendix B of this Specification. (ARICS FY 2023-2024).

For guidance, the activities to be undertaken by the Contractor include, but are not limited to, management tasks and physical works associated with the following:

1. Inspect the street lighting for safety defects and defects likely to impact on durability of the assets
2. Inspect road, identify and remove all obstructions
3. Cleaning and dusting of street lighting associated accessories (control pillar, fittings)
4. Vegetation control, grass cutting, bush clearing, tree pruning
5. Maintain streetlighting furniture and replace damaged accessories.

The Contractor shall prepare and submit Routine Maintenance strategy for approval by Engineer.

Management tasks and physical works include, but not limited to the following;

- 1) Maintain road usability
- 2) Maintain road user comfort
- 3) Maintain road durability
- 4) Maintain control of the Road by patrolling, data collection, conducting inspections and reporting

Maintenance Services shall be paid for as a fixed lump sum per km per month, with payment reductions made for non-compliance, if appropriate.

3. Compliance with Service Level Requirements

The Initial Mobilization Period for the Road to be brought to Service Level requirements is 3 months after the issuance of the Actual Start Date by the Contractor. However, the period should vary depending on the initial condition of the road as defined and specified in the SCC. In the Contract. Within the first 3 months, compliance with the Service Levels will be adjusted as shown in Table 2.1 to allow the Contractor to properly mobilize the team within the Initial Mobilization Period.

Table 2.1 Timetable for Compliance with Service Level Requirements

Contract Month	Road Safety (Compliance required on % of contract road)	Street Lighting Durability Compliance required on % of contract road
1	75	75
2	100	100
3	100	100
4 until end of Contract	100	100

4 Programme of Performance

5. In accordance with Clause 8.3 of the Conditions of Contract, the Contractor shall submit a Program of Performance within not later than Twenty-Eight (28) days after issuance of Order to Commence in the format Prescribed in the Tender Document. The program shall include, but not be limited, to the following items:

4.1 Contractor's Quality Assurance Plan

The purpose of the Contractor's Quality Assurance Plan is to integrate the requirements of the contract and the Contractor's quality assurance systems to deliver the Works and Services.

The Contractor's Quality Assurance Plan describes the methods and procedures which the Contract will apply for the execution of the Contract, including how the Contractor will:

- a) Identify the quality requirements specific to the contract,
- b) Plan and execute the Works and Services to satisfy those requirements
- c) Inspect and/or test the Works and Services to ensure compliance with the quality requirements
- d) Record and monitor the results as evidence of compliance, and
- e) Ensure that prompt action is taken to correct non-compliance.

The Contractor's Quality Assurance Plan must clearly describe the systems, procedures and methods that will be used to deliver and monitor compliance of the Works and Services.

4.2 Traffic Management Plan

If required in the Particular Conditions the Program of Performance shall include a Traffic Management Plan. The Traffic Management Plan establishes the practices for traffic management at work sites. The Traffic Management Plan must be developed by the Contractor and agreed with the Engineer.

The objectives of the Traffic Management Plan are to:

- a clearly define and document the responsibilities and chain of command for the development, implementation and management of traffic control measures and systems
- b establish the minimum requirements for temporary traffic control
- c establish the minimum geometric, cross section and surfacing standards for temporary works
- d provide appropriate transitions and enable safe and efficient traffic flow into, through and out of

work sites

- e protect the Contractor's personnel at all times
- f protect the Assets and the Contractor's resources at all times.
- g Meet the operational requirements for the road

The Traffic Management Plan must include at least the following:

Lay out diagrams, method statements etc. for implementation of traffic control while undertaking each aspect of the Works and Services (including site specific layout diagrams and method statements if the Services require traffic control measures not covered by standard codes of practice)

A documented process for preparation, review and approval of the Traffic Management Plan

A document tracking and control system to ensure that only the latest operative copy of the Traffic Management Plan is in circulation

Contact details for Contractor, Principal, emergency services and other stakeholders.

4.3 Safety Management Plan

If required in the Particular Conditions the Program of Performance shall include a Safety Management Plan submitted within 14 days after receipt of Order to commence. The Safety Management Plan establishes the practices for safety management at work sites. The Safety Management Plan must be developed by the Contractor and agreed with the Engineer.

The objectives of the Safety Management Plan are to:

- a clearly define and document the responsibilities and chain of command for the development, implementation and management of safety control measures and systems
- b establish the minimum requirements for the safety of workers, road users and community people using the Road
- c protect the Contractor's personnel at all times.

Contractor shall observe the following measures with a view to enhance Road Safety to the Road Users and Site Workers:

- i. Prepare and submit a comprehensive Road Safety Implementation Plan within 14 days after receipt of Order to commence for the Engineer's Approval. The plan shall include but not limited to the following:
 - Night driving
 - Safety of workers
 - Diversions
 - Traffic management Plan
- ii. The Contractor should identify, evaluate and monitor potential traffic and road safety risks to workers and road users throughout the Contract life cycle and develop measures and plans to address them.
- iii. The Contractor shall install and maintain standard approved traffic warning signs, directional signs, secure the working areas and deploy flagmen at active construction sites.
- iv. The Contractor shall assess each phase of the works, monitor incidents and accidents indicating the mitigation measures undertaken and prepare monthly reports to be submitted to the Resident Engineer.

- v. The Contractor shall factor the cost of implementation of the Road Safety Plan in the rates for the Works.

The Safety Management Plan must include at least the following:

Method statements for implementation of work safety undertaking on each aspect of the Works and Services (including safety gears for workers, use of tool box meetings for safety awareness, provision of work safety signs, training of workers on safe use of tools and equipment, safety inspection under the patrolling by Self Control Unit and commitment by the Contractor on adherence to the Occupational Safety and Health Act, 2007 amended on 2010.)

A documented process for preparation, review and approval of the Safety Management Plan

A document tracking and control system to ensure that only the latest operative copy of the Safety Management Plan is in circulation

Contact details for Contractor, Engineer, emergency services and other stakeholders.

4.4 Environmental Management Plan

If required in the Particular Conditions the Program of Performance shall include an Environmental Management Plan. The Environmental Management Plan establishes the practices for environmental management at work sites. The Environmental Management Plan must be developed by the Contractor and agreed with the Engineer.

The objectives of the Environmental Management Plan are to:

- a clearly define and document the responsibilities and chain of command for the development, implementation and management of environmental control measures and systems
- b establish the minimum requirements for environmental control measures for maintaining the adequate environment for workers, road users and community people using the Road
- c maintain the awareness of the Contractor's personnel on environmental protection at all times

The Environmental Management Plan must include at least the following:

Method statements for maintaining the adequate environmental on work sites undertaking on each aspect of the Works and Services (including specific dumping locations of debris and materials unwanted from the Road, use of tool box meetings for environmental protection awareness, training of workers on environmental control measures, inspection under the patrolling by Self Control Unit and commitment by the Contractor on adherence to the regulations and acts enacted by the government of Kenya under National Environmental Management Authority.)

A documented process for preparation, review and approval of the Environmental Management Plan

A document tracking and control system to ensure that only the latest operative copy of the Environmental Management Plan is in circulation

Contact details for Contractor, Engineer, emergency services and other stakeholders

4.5 Emergency Procedures and Contingency Plan

If required in the Particular Conditions the Program of Performance shall include an Emergency Procedures and Contingency Plan which shall establish the roles, practices and procedures during specific types of emergency events identified in the plans and contingency plans associated with the closure of roads. The Emergency Procedures and Contingency Plan must be developed by the Contractor and agreed with the Engineer and any other stakeholders the Engineer may identify.

The purpose of the Emergency Procedures and Contingency Plan is to ensure the safety of the Contractor's personnel and road users in the case of emergency and/or road closure. It should include:

The service level requirements, defects and the response times thereof that the Contractor must comply with and separately adhere to are defined in the Performance Standards for the various standard service level categories indicated in the appendices shown in tables below;

Specification for Service Levels for Street Lights

The service level criteria for street lighting poles and all associated fittings and appliances are defined as follows:

Item	Service Level	Measurement/ Detection	Time allowed for repairs or Tolerance permitted
Street Lighting Poles/High masts	The street lighting poles/high masts shall be upright and in good condition/without dents, free of dirt, soot and bird nests. Must be present, clean, without any damage, without corrosion.	Visual inspection.	Damaged/nonconforming poles must be attended to within 3 days . This may entail rectification or replacement.
Street lighting fittings	Must be present, functional and free of dirt, soot and cobwebs	Visual inspection.	Damaged/blown out or nonfunctional bulbs must be replaced with working bulbs to specifications within 24 hours
High mast fittings	Must be present, functional and free of dirt, soot and cobwebs	Visual inspection.	Damaged/blown out or nonfunctional bulbs must be replaced with working bulbs to specifications within 24 hours
Foot over Bridges fitting	Must be present, functional and free of dirt, soot and cobwebs	Visual inspection.	Damaged/blown out or nonfunctional bulbs must be replaced with working bulbs to specifications within 24 hours
Tunnel/Underpass fittings	Must be present, functional and free of dirt, soot and cobwebs	Visual inspection.	Damaged/blown out or nonfunctional bulbs must be replaced with working bulbs to specifications within 6 hours
Control Pillar	Control gear and associated accessories including cabling shall be operational and intact.	Visual inspection.	Nonconforming control pillars must be attended to within 24 hours . This may entail rectification or replacement.

Item	Service Level	Measurement/ Detection	Time allowed for repairs or Tolerance permitted
Access doors	Access doors to street lighting poles and high masts must be present and well fastened.	Visual inspection.	Loose/missing access doors must be attended to within 7 days .
Concrete case cover	Must be in good condition and free of any cracks	Visual Inspection	Nonconforming control case covers must be attended to within 7 days .
Encroachment/ Illegal Access on the Street Lighting Furniture (Structures, advertisement etc.)	illegal or unauthorized structures and advertisement shall not be put up the street lighting or high mast poles after Commencement of the Contract	Visual Inspection	the structure or advertisement to be removed or demolished within 24 hours of erection. <i>If not the Penalties as set out in Table 2.8.1: Schedule of Penalties for Encroachment shall be applicable and deducted in the next IPC Certificate.</i>

Vegetation

This section specifies the Service Levels to be complied with in the case of vegetation growing within the central median that block lights from poles.

Table 2.4: Vegetation Control Types

Item	Service Level	Measurement/Detection	Time allowed for repairs or Tolerance permitted
Vegetation /pruning of trees	Tree branches are not to block view/ illumination from the street light poles. Contractor shall liaise and coordinate with CG to prune Tree branches within the central median that block the view/illumination from the street light poles	Visual Inspection	Prune tree branches within 7 days .

6 Self-Control Unit (SCU)

The Contractor is required to establish a Self-Control Unit within his project organization throughout execution and completion of the Works and Services to the satisfaction of the Engineer. The roles of the SCU:

1. For conducting self-inspection to verify the degree of compliance with the Road Performance Standards as defined by the Service Levels and maintain the reporting system of self-inspection.
2. Assessment of the Road. The Self-Control Unit shall have a complete knowledge of the road condition, both on and off carriage way, at all times by carrying out patrolling, to the satisfaction of the Engineer.
3. The Self-Control Unit is responsible for Gathering information required by the Contractor to prepare the Monthly Statement.
4. The carrying out, in close cooperation with the Engineer, the Form a land Informal Inspections of Service Levels which will take place as required.

The Contractor is required to assign a technically qualified and trained person, or persons, to continuously verify the degree of compliance of Service Levels. The Contractor is also required to arrange a satisfactory means of mobility for conducting patrolling to the satisfaction of the Engineer.

7 Site Inspection and Patrolling/Reporting

The Contractor is required to undertake the following management tasks to ensure the full integrity of the Road throughout execution and performance of the Works and Maintenance Services.

7.1 Site Condition Assessment before Commencement of Works and Services

The Contractor shall conduct initial site condition assessment before commencement of the Works and Services under the contract. In case any defects and deficiencies are discovered under the assessment, the Contractor shall notify the Engineer by submitting the Defect Detection and Rectification List as attached to the Appendix 1 of the Performance Specifications and upon agreement of the Engineer, the Contractor shall carry out rectification works as the Rehabilitation Works.

In case the Contractor discovers cases of illegal encroachment and illegal dumping of unwanted materials or otherwise illegal actions by the third parties, the Contractor shall notify the Engineer for further instructions as required.

7.2 Determination of Subsection and Installation of Marker Posts

The Contractor shall either mark clearly on the road or install temporary posts to determine the subsections inspection purposes. The Contractor shall submit the record of such identification and markers to the Engineer.

7.3 Patrolling/Reporting

The Contractor shall carry out patrolling of the Road as required under the contract. Such patrolling shall be reported to the Engineer without delay through submission of the Daily Work Record, Daily Patrol Record, Monthly Photo Record and Incident Report as attached to the Appendices 2, 3, 4 and 5 of the Performance Specifications. The contractor is also required to give the result of self-inspection to the Engineer without delay through submission of the Detail Self Inspection Result Record Form (Paved Road) as attached to the Appendix 6 of the Performance Specifications.

In case the Contractor discovers cases of illegal encroachment and dumping of unwanted materials or illegal actions by third parties, the Contractor shall notify the Engineer for further instructions as required.

7.4 Ad hoc Inspection

The Engineer may carry out ad-hoc inspections to verify the degree of compliance with the Road Performance Standards as defined by the Service Levels. He may do so on his own initiative, at anytime and anywhere on the roads under the contract. If he detects any road sections where the Service Level criteria are not met, he is required to notify the Contractor within 24 hours in writing as the Corrective Order, to enable the Contractor to take remedial action as soon as possible. The results of ad-hoc inspections may not be used by the Engineer for purposes of correcting the Contractor's monthly statements or applying penalties, except for cases in which the traffic flow on the road has been completely interrupted due to the negligence and tardy action by the Contractor.

8 Monthly Statement

8.1 Preparation for Monthly Statement

Payment Reduction Calculation Table PAVED (SAMPLE)									Sheet	1 of 1		
Project	Project Title and Contract No.						Contract Period			Twenty-Four Months – 24months		
Road Authority	Kenya National Highways Authority (KeNHA)			Contractor	M/s xxxxx Company Ltd							
Road Name/ Class/ Chainage/ (j)Length	XXXX				Road Class	XXX	0+000	49+800	49.8 KM			
Statement Month/ Year and Elapse of Month	Month	Year	Elapsed time	Standard Service Level			Paved Standard					
Contract Length Per Month	49.8		KM									
Service Level Criteria		Compliance			Reduction							
Service	Service Scope	(a)	(b)	(c)=(a)*(b)	(d)=(a)-(c)	(e)	(f)=(e)-(d)	(g)=(f)/(c)	(h)	(i)=(g)*(h)	(j)=(c)x(i)	
		Contract Road Length	Required	Target Length	Exemption	Non-	(>=0)	NON-Compliance	Reduction	Reduction Rate	Reduction Length	
		(km)	Target	(km)	Length	Compliance	Adjusted	Rate	Weight	(%)	(km)	
					(km)	Length	Non-					
						(km)	Compliance					
1. Documentation	Preparation and submission of daily Work Record Forms	49.8	100.00%	49.8	-		-	-	1.00%	0.00%	-	
	Defects Detection and rectification Forms	49.8	100.00%	49.8	-		-	-	1.00%	0.00%	-	
	Incident and Photo Records Form	49.8	100.00%	49.8	-		-	-	1.00%	0.00%	-	

	Detailed and Summary Self Inspection forms	49.8	100.00%	49.8	-		-	-	1.00%	0.00%	-
	Monthly Statement Form	49.8	100.00%	49.8	-		-	-	1.00%	0.00%	-
2. Road Safety	Day and Night Road Patrol	49.8	100.00%	49.8	-		-	-	10.00%	0.00%	-
	Fallen Street Light Poles or any other electrical accessories	49.8	100.00%	49.8	-		-	-	10.00%	0.00%	-
3. Street Lighting Durability	Poles present, upright and in good condition	49.8	100.00%	49.8	-		-	-	20.00%	0.00%	-
	Street lighting fittings present, functional and in good condition	49.8	100.00%	49.8	-		-	-	25.00%	0.00%	-
	High mast fittings present, functional and in good condition	49.8	100.00%	49.8	-		-	-	25.00%	0.00%	-
	FoB fittings present, functional and in good condition	49.8	100.00%	49.8	-		-	-	25.00%	0.00%	-
	Tunnel/Underpasses fittings present, functional and in good condition	49.8	100.00%	49.8	-		-	-	25.00%	0.00%	-
	Control pillar operational and intact	49.8	100.00%	49.8	-		-	-	20.00%	0.00%	-
	Concrete case cover in good condition	49.8	100.00%	49.8	-		-	-	15.00%	0.00%	-

	Access doors present and well fastened	49.8	100.00%	49.8	-	-	-	10.00%	0.00%	-
4. Vegetation	Vegetation Clearance/ Pruning of trees	49.8	100.00%	49.8	-	-	-	10.00%	0.00%	-
								(k) Total = 200%		

Required Target - Maintained		
Elapse Month	of	2. Street Lighting Durability
	1. Road Safety	
1	75%	75%
2	100%	100%
3	100%	100%
4	100%	100%
5	100%	100%
6	100%	100%
7~	100%	100%

Calculation of the Payment (km per Month)			
Contract Due Km per Month	(Km per Month)	49.8	(x)
Reduction Rate	%		(k)
Reduction Amount	(Km per Month)		(z)=(x)x(k)
Payment Km	(Km per Month)		(y)=(x)-(z)
Month/Year	(Km per Month)	0	

For the Maintenance Services. The Contractor shall take the following actions;

- 1) Prior to compilation of the Monthly Statement for each month, the Contractor is required to prepare the Payment Reduction Calculation Table for the month by utilizing the result of the most recent self- inspection recorded in Self Inspection Result Record Form to determine the total length of non-compliant sections for each Service Scope and for calculation of the reductions required for the month by determining the percentages of non-compliant sections for each Service Scope. The formats of Payment Reduction Calculation Table are attached as Appendix 8.
- 2) The prepared Payment Reduction Calculation Table shall become the basis of the payment request for the Maintenance Services.
- 3) Upon completion of Formal Inspection, the amounts indicated on the Monthly Statement and the Payment Reduction Calculation Table will be adjusted, if required. Such modified Monthly Statement and Payment Reduction Calculation Table shall be countersigned by the Engineer to sign it and present it to the Employer for payment, and to the Contractor for information.

8.2 Reduction Weighting for Non-Compliance on Maintenance Services

In accordance with the relevant clauses of the Performance Specifications and GCC, payment reduction is applied in case of non-compliance with Service Levels.

In accordance with the relevant clauses of the Conditions of Contract, Payment Reductions are applied in case of non-compliance with Service Level requirements, while Liquidated Damages are applied in the case of non-compliance with required Repair, Maintenance and Emergency Works.

The results of each formal inspection of the Service Levels and other performance criteria will be recorded by the Engineer in the form of a Memorandum. The Memorandum will state the type and location of any non-compliance detected, in particular those non-compliances already shown in the standard tables provided by the Contractor as part of the monthly statement. For each individual case of non-compliance, the Engineer will determine a date by which the Contractor must have completed the necessary measures in order to remedy the cause of the non-compliance. A follow-up site visit is therefore necessary at the date fixed by the Engineer, or soon thereafter, in order to verify that the Contractor has indeed remedied the cause of non-compliance.

If at the date indicated in the Memorandum, the Contractor has not remedied the cause for non-compliance, independent of the reason given for their failure to do so, the Contractor is subject to Payment Reductions in accordance with the relevant clauses of the Conditions of Contract.

Payment Reductions are variable over time. If the Contractor fails to remedy a cause of non-compliance for which a payment reduction has already been applied, the amount of the payment reduction increases month by month for that particular cause of non-compliance, without a ceiling being applied, until compliance is established.

The calculation of the initial (first month) amounts of payment reductions, and the formula for their adjustment over time, is to be based on the following rules given in Table 2.8.

Table 2.8: Amounts of Payment Reductions, and the Formula for Their Adjustment over Time

SERVICE LEVEL CATEGORY	SERVICE LEVEL SCOPE	% OF UNIT RATES FOR NON-COMPLIANCE	Reference to Performance Specifications
DOCUMENTATION	Contractor to provide during the formal inspection	5%	Clause 2.6.1
ROAD SAFETY	A) Pass ability, Unobstructed	15%	Table 2.2
STREET LIGHTING DURABILITY	B) Street Light Poles and High Mast	25%	Clause 2.5.2
	C) Street lighting fittings	40%	Clause 2.5.2
	D) High mast fittings	30%	Clause 2.5.2
	E) FoB fittings	10%	Clause 2.5.2
	F) Tunnel/Underpass fitting	30%	Clause 2.5.2
	G) Control Pillar	20%	Clause 2.5.2
	H) Concrete Case Cover	15%	Clause 2.5.2
	I) Access Doors	5%	Clause 2.5.2
	J) Vegetation	5%	Clause 2.5.3
		200%	

NOTE:

1. Payment reduction is a % of the monthly lump sum for one km applied to each one-km section which does not comply.
2. Penalties can also be applied based on non-compliance as spelt out in the *PBC Guidelines Developed by the Ministry of Transport, Infrastructure, Housing, Urban Development and Public Works (MoTIHUD & PW) Edition 1.1 of February 2016*.

Note: (i) The Unit Rates of payment reductions (“PR_u) shown in the above table are applicable during the first 30 days of non-compliance.

(ii) If the non-compliance has not been remedied within thirty days, liquidated damages for periods beyond 30 days are calculated based on the following formula:

$$PR = 2^n PR_p \quad \text{considering:}$$

PR = New noncompliance rate to be applied

J = number of days of non-compliance

$$n = \left\lceil \frac{J-1}{30} \right\rceil \text{ rounded up to full number (without decimals)}$$

PR_p = Percentage of rate of non-compliance of the previous month i.e.

Month 1 = PR_u

Month 2 = 2ⁿ(PR_u)

Month 3 = 2ⁿ{2ⁿ(PR_u)}

Month 3 = 2ⁿ{2ⁿ{2ⁿ(PR_u)}}.....

(iii) Payment reductions and Liquidated damages will be charged as penalties and are non-recoverable in subsequent monthly payment certificates.

(iv) Failure to comply with the required service levels for a sequential/continuous period of **three (3)** months will lead to termination of the Contract by the Employer as stipulated in clause 63.1 (d) of the Condition of Contract. This failure should not exceed 30% of the overall monthly PBC amount per month.

A notice shall be served by the Engineer when the 30% reduction on the monthly payment of PBC is noted.

Determination of Penalty for Encroachment

In addition to the deduction for non-compliance indicated in **Table 2.8: Amounts of Payment Reductions and the Formula for Their Adjustment over Time**, the following schedule of penalties shall also apply for allowing/ failing to report to the Employer encroachment onto the road Reserve after the Commencement of the Contract.

Table 2.8.1: SCHEDULE OF PENALTIES FOR ENCROACHMENT

S/NO	ITEM ON ROAD RESERVE	PENALTY FOR NON-COMPLIANCE
1	Construction of Illegal structures (kiosks, shades etc.)	Kshs 50,000.00 per structure
2	Construction of illegal access	Kshs 50,000.00 per access
3	Erection of Illegal/ unauthorized advertisements (Billboards, banners, posters etc.)	Kshs 50,000.00 per advertisement
4	Illegal works (trenching for fibre optic cables, water, sewer lines etc.)	Kshs 50000.00 per event

5	car wash	Kshs 50,000.00 per car wash
6	vending of flowers & tree seedlings	Kshs 50,000.00 per establishment
7	any other encroachment	Kshs 50,000.00 per event

*The deductions in the above schedule shall be applied in the monthly statement for the month during which the encroachment is detected and every subsequent month thereafter until the Contractor demolishes or removes the illegal structure, access, advertisement, car wash, vending of seedlings establishment, works etc. as the case shall be.

Determination of Liquidated Damages

For **Emergency Works**, the liquidated damages are **0.05% of the contract price bill item for emergency works**,

For the particular item delayed, per calendar day of delay, of the payment normally due for the specific Works for which completion is delayed, the liquidated damages are up to a limit of 10% of the contract price for the Repair Works.

9 Formal Inspection

The Formal Inspection shall be carried out jointly by the Engineer and the Road Manager at the end of each month. The Engineer shall notify the Contractor that he intends to carry out Formal Inspection in writing within 7 days of notification. The Contractor shall inform the Engineer of the proposed date and time and shall prepare for Formal Inspection. The main purpose of carrying out the Formal Inspection is to enable the Engineer to verify the information presented in the Contractor's Monthly Statement with the actual observed and measured conditions on the site.

9.1 Procedure for Formal Inspection

The Contractor shall submit the following documents as indicated in Table 10.1 to the Engineer for scrutiny prior to the Formal Inspection after the receipt of notification of carrying out Formal Inspection. The Contractor shall provide sufficient time to the Engineer to allow full scrutiny of the submitted documents.

Table 10.1 List of Documents for Formal Inspection

Appendices	Names of Documents	Mandatory Submission	Submission, if requested by the Engineer
1	Defect Detection and Rectification Lists		
2	Daily Work Records		
3	Daily Patrol Records		
4	Monthly Photo Records		

5	Incident Condition & Activity Reports		
6	Detail Self – Inspection Result Record Form		
7	Payment Reduction Calculation Table		

The criteria of each Service Level shall be checked jointly by the Engineer and the Road Manager at sections selected by the Engineer based on visual appearance. The Engineer shall be the sole judge of compliance. If a specified criterion is not met, the one-kilometer section in which the deficit occurs will be judged non-compliant in accordance with the Self Inspection Result Record Form.

The Engineer shall prepare a brief Memorandum describing

- i) The general circumstances of the site visit, including date, road sections visited, persons present, etc.,
- ii) Any non-compliance which may have been detected, and
- iii) The time granted by the Engineer to the Contractor to remedy the detected defects.

The results of Formal Inspection on Service Levels will be recorded by the Engineer in this Memorandum. The Memorandum will state the type and location of any non-compliance detected, in particular those non-compliances already shown in the most recent Self Inspection Result Record Form provided by the Contractor as part of the Monthly Statement. For each individual case of non-compliance, the Engineer will determine a date by which the Contractor must have completed the necessary measures in order to remedy the cause of the non-compliance. A follow-up site visit is therefore necessary at the date fixed by the Engineer, or soon thereafter, in order to verify that the Contractor has indeed remedied the cause of non-compliance. If at the date indicated in the Memorandum, the Contractor has not remedied the cause for non-compliance, independent of the reason given for their failure to do so, the Contractor is subject to payment reduction in accordance with the relevant clauses of the Performance Specifications and GCC.

Based on the outcome of the Formal Inspection and subsequent remedies by the Contractor or otherwise, the Engineer will correct any possible errors or misrepresentations in the Contractor's Monthly Statement, countersign it and present it to the Employer for payment, and to the Contractor for information.

10 Performance Monitoring by the Employer

The Contractor shall acknowledge that the Employer encourages adoption of proactive approach by the Contractor on performing the Maintenance Services. To maintain such approach, the Employer shall have the power to entrust the Engineer to conduct monthly performance monitoring on the Contractor.

The Contractor, shall within seven (7) days of commencement, prepare and submit for the Engineer's approval the forms listed herein and any other that will be required for monitoring, recording and checking the compliance of service levels during the implementation of Contract.

These forms are;

- ✓ Daily Work Record Form
- ✓ Daily Patrol Record Form
- ✓ Photo Record Form
- ✓ Incident Report Form
- ✓ Defect Detection and Rectification List
- ✓ Detail Self-Inspection Result Report Form (Paved Road)
- ✓ Detail Self-Inspection Result Report (Unpaved Road)
- ✓ Summary Self-Inspection Report Form (Paved Road)
- ✓ Payment Reduction Calculation Table (Paved Road)
- ✓ Summary of Statement for Payment
- ✓ Account (Monthly Statement)

- 1) Performance monitoring will be conducted on service level compliance, self-control unit performance, work safety performance, performance on environment and social management, corrective order management and statutory compliance. The format of Monthly Evaluation Form is attached as Appendix 9, for the purpose of performance monitoring.
- 2) The result of performance monitoring of each month will be used for the evaluation of the Contract or at the end of each year. Evaluation of the Contractor shall be carried out by the Engineer using the Contract Evaluation Tally Sheet, which is attached as Appendix 10.

The total aggregate weighting of 100% is applied to 6 criteria in 1) above, with the weighting of 50% on service level compliance, 20% on work safety performance, 0% on statutory compliance and the remaining criteria each weighing 10%.

- 3) The result of each month on each criterion will be evaluated either a pass or a fail. The tally will be made at the end of each month, collected to the end of the year and to arrive at the performance of the criterion as the percentage of pass attained during the year. The respective weight will be applied to arrive at the evaluation score, with the maximum score of 100 and the minimum score of 0. For statutory compliance, the evaluation score will not be tabulated, but a penalty of 20 will be imposed in case the Contractor faces violation on statutory compliance at least once in a year.
- 4) Performance monitoring will be conducted on service level compliance, self-control unit performance, work safety performance, performance on environment and social management, corrective order management and statutory compliance. The format of Monthly Evaluation Form is attached as Appendix 9, for the purpose of performance monitoring.
- 5) The result of performance monitoring of each month will be used for the evaluation of the Contract or at the end of each year. Evaluation of the Contractor shall be carried out by the Engineer using the Contract Evaluation Tally Sheet, which is attached as Appendix 10.

The total aggregate weighting of 100% is applied to 6 criteria in 1) above, with the weighting of 50% on service level compliance, 20% on work safety performance, 0% on statutory compliance and the remaining criteria each weighing 10%.

- 6) The result of each month on each criterion will be evaluated either a pass or a fail. The tally will be made at the end of each month, collected to the end of the year and to arrive at the performance of the criterion as the percentage of pass attained during the year. The respective weight will be applied to arrive at the evaluation score, with the maximum score of 100 and the minimum score of 0. For statutory compliance, the evaluation score will not be tabulated, but a penalty of 20 will be imposed in case the Contractor faces violation on statutory compliance at least once in a year.

11 Handover Report

Immediately prior to the completion of the contract, the Contractor shall prepare a Handover Report and submit to the employer. The purpose of the Handover Report is to provide a smooth transition to the next contract and ensure that the next contractor is aware of any outstanding issues. The Report will:

- a) Summarize any unresolved issues;
- b) Include the most recent complete set of data on the roads covered by the contract, and
- c) Provide the following details as shall be agreed by the Engineer:
 - i) A schedule of outstanding defects.
 - ii) Any unresolved issues, especially those that may impact on the next Contractor.
 - iii) Details of any sensitive issues.
 - iv) Any on-going special monitoring/maintenance needs

SECTION VI-B: SPECIFICATIONS ON INSTRUCTED WORKS

The following specifications shall be used in the Tender

1. British Standard and British Standard European Specifications.
 - Code of Practice for the Design of Road Lighting BS 5489 :2003
 - Road Lighting (Performance Requirements) BS EN 13201–2:2003
 - Requirements for Electrical Installations BS 7671
2. The Standard Road Maintenance Manual
3. The Special Specifications – Detailed hereunder

101 SPECIAL SPECIFICATIONS

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

102 LOCATION OF CONTRACT

The Project Road is located in Nairobi and Kiambu Counties, starting at Nairobi and terminating at Thika. The road consists of the following sections:

1. Three (3) Arterial Connectors inside Nairobi City:
 - d) **Connector 1:** Forest road from Museum Roundabout on Uhuru Highway to Pangani Roundabout on Nairobi-Thika Road (3.6 km)
 - e) **Connector 2:** University way & Murang'a Road from Khoja Round about via Globe Cinema R/A from University Roundabout on Uhuru Highway to Muthaiga Roundabout on Nairobi-Thika Road (4.5 km)
 - f) **Connector 3:** Ring road to Pangani roundabout on Nairobi-Thika Road (2.3 km)
2. Kipande road (from Globe roundabout connecting Forest Road) (0.9 KM)
3. Limuru Road (From fig tree connecting to Forest Road. (1.0 KM)
4. Muthaiga (km 3+900) to Eastern Bypass Junction at Ruiru (km 21+700)
5. Eastern Bypass Junction at Ruiru (km21+700 to Thika (km 41+300)

The road is approximately 49.8 Km in length.

103 EXTENT OF CONTRACT

Performance based Routine Maintenance Services

The services to be provided by the Contractor include all activities, physical and others, which the Contractor needs to carry out in order to comply with the Service Levels and other output and performance criteria indicated in the Contract, or with any other requirements of the Contract. In particular, they include management tasks and physical works associated with the following road-related assets and items:

- Provision of preliminaries and General items
- 24-hour patrol and surveillance (Day and Night Patrols)
- Replacement of bulbs and related accessories
- Replacement of damaged fittings
- Repair/ Replacement of Knocked poles and arms, fittings, control pillars and high-masts complete with all the accessories
- Repair/ Replacement of Vandalized poles and arms, fittings, control pillars and high-masts complete with all the accessories
- Monthly meter reading
- Provision of security to deter vandalism of the street lighting furniture

- Liaising and follow ups with KPLC to restore power in case of an outage or other emergencies.
- Insurance follow up for compensation in case of any damage to Street lighting furniture
- Pruning of overgrown tree branches obstructing the luminaires in liaison with NCG and spoiling the cuttings
- Road stakeholder engagement to ensure smooth running of the project (Kenya Police, KPLC, Public, Nairobi County Government, Kiambu County Government and Area Chiefs)
- Anchoring and strengthening of (leaning) poles to upright position using approved gravel material or equivalent.
- Any other works as may be instructed by the Engineer.

Performance based routine maintenance service will be paid for as a fixed **lump-sum per km per month, with payment reductions made for non-compliance**, if appropriate.

Rehabilitation and improvement works

Repairs and Maintenance works will be carried out by the Contractor when specifically instructed by the Engineer. Activities include:

- Repair and replacement of knocked/damaged or vandalized streetlight poles, control pillars, highmasts and associated accessories at the beginning of Contract. This will only be limited to those facilities that are evaluated to be nonfunctional before possession of Site by the Contractor. Thereafter, the Contractor shall be responsible for uninterrupted functioning of all streetlights including repair of all damages resulting for whatsoever cause.
- Anchoring and straightening of (leaning) poles and control pillars to upright position using approved gravel material or equivalent. This will only be limited to those facilities that are evaluated to be not upright/straight possession of Site by the Contractor. Thereafter, the Contractor shall be responsible in ensuring that all poles remain upright at all times.
- Pruning of overgrown vegetation that obscure lighting at the beginning of the Contract. Thereafter, the Contractor shall be responsible in ensuring that tree branches blocking the lighting are pruned by liaising with County Government and relevant authorities.
- Repair and maintenance works will be paid for as measured items in accordance with the unit rates in the Bill of Quantities.

Emergency Works

Emergency works, by definition, are unforeseen at the time of preparing the Contract. Severe weather conditions such as unusually high rainfall can lead to flash floods which may cause wash-outs and other damage to the carriageway and other features of the road and its corridor. While specific items of work are not known at the start of the Contract it is prudent to include some general items which are indicative of the type of works that may be required. These have been included in the Bill of Quantities for Repairs, Maintenance and Emergency Works as they will probably be the same items, e.g. repairs and maintenance under an emergency situation. The quantities are normal as they cannot be defined in advance.

In the event of an emergency the Contractor should draw to the attention of the Engineer that certain works need to be carried out to repair the carriageway and other road features and its

corridor. The Contractor shall give the Engineer an estimate of the extent of the required activities and an estimate of the costs based on the Bill of Quantities. The Engineer will consider the information and instruct the Contractor to carry out such works as are necessary.

Emergency works will be paid for as measured items in accordance with the unity rates in the Bill of Quantities.

Any other activity not listed above in either category but deemed to be necessary by the Engineer, shall be subject to the Engineer's formal instructions within the mode of payment stipulated either by day works or on a measured basis.

104 PROGRAMME OF EXECUTION OF THE WORKS

The contractor shall provide the works programme, required under clause 8.3 of the Conditions of Contract, within 28 days of receipt of the Engineer's Order to commence work.

The programme shall be co-ordinated with climatic and other conditions to provide for the completion of the works in the order and by the time specified.

The Contractor shall carry out the contract in accordance with the programme agreed with the Engineer, but he shall in no manner be relieved by the Engineer's approval of the programme, of his obligation to complete the works in the prescribed order and by the prescribed completion date and he shall from time to time review his progress and make such amendments to his rate of execution of the works as may be necessary to fulfil his obligations.

105 ORDER OF EXECUTION OF WORKS

In addition to Clause 105 of the Standard Specification the Contractor shall carry out the Works such that a continuous and consecutive output of fully completed work is achieved.

107 TAKING OVER CERTIFICATE

The minimum length of the road for which a certificate will be issued under clause 48 of the conditions of Contract shall be a whole length of the road substantially completed.

109 NOTICE OF OPERATIONS

(a) Add the following sub- Clause.

Notification Terms

It shall be the Contractor's responsibility to notify the Engineer when any item of works scheduled are completed and ready for approval, and the contractor shall give sufficient notice to allow control test to be performed.

Explosive and Blasting

(b) The requirements of the Laws of Kenya governing explosives and other requirements and regulations of Government of Kenya and other authorities shall be complied with.

(c) No explosives of any kind shall be used without prior written consent of the Engineer.

The Contractor shall be solely responsible for the provision, handling, storage and transporting of all explosives, ancillary materials and all other items of related kind whatsoever required for blasting.

120 PROTECTION OF EXISTING WORKS AND SERVICES

The Contractor shall acquaint himself with the position of all existing services such as sewers, water drains, cables for electricity and telephone, lighting and telephone poles, water mains, etc., before commencing any excavation or other work likely to affect the existing services.

The cost of all plant, equipment and materials, labour, technical and professional staff, transport and the like necessary for determining the locations of existing services, including the making good of any damage caused to such services all to the satisfaction of the Engineer, shall be deemed to be included in the tender rates. No other payment shall be made for the costs of such operations, nor for the making good of damage caused thereby to the existing services.

The Contractor shall be held responsible for injury to existing structures, works or services and shall indemnify and keep indemnified the Employer against any claims in this respect (including consequential damages).

124 LAND FOR ALL CAMPS SITES AND FOR THE CONTRACTOR'S OWN PURPOSES, INCLUDING TEMPORARY WORKS.

Notwithstanding Clause 124 of the Standard Specification all requirements of land for temporary works and construction purposes shall be to the approval of the Engineer but the Contractor will make all necessary arrangements with the property owners concerned and pay all charges arising therefrom. On or before completion of the Contract, the Contractor shall remove all temporary works and shall restore all such land to the condition in which it was immediately prior to the occupation thereof as far as is reasonable and practicable. No separate payment will be made to the Contractor on account of these items and the Contractor must make due allowance for them in his rates.

Notwithstanding Clause 120 of the Standard Specifications, the Contractor shall be required to appoint competent surveyors who will liaise with the Engineer on matters related to the demarcation of the existing road reserve, site measurements, removal and reinstatement of existing services.

After extraction of materials, all borrows pits shall be backfilled to the satisfaction of the Engineer. In particular borrow pits near the project road shall be backfilled in such a way that no water collects in them.

Spilling of bitumen fuels Oils and other pollutants shall be cleared up.

Including removal of excavated material from the pavement to spoil.

128 STORAGE OF MATERIALS

All materials shall be stored on Site in a manner approved by the Engineer and the Contractor shall carefully protect from the weather all work and materials which may be affected thereby.

129 TEST CERTIFICATES

When instructed by the Engineer the Contractor shall submit certificates of test from the suppliers of materials and goods required in connection with the works as the Engineer may require.

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

131 SIGNBOARDS

The Contractor shall provide and erect two (2) publicity signs on the site as directed. The Engineer shall, as shown in the Drawings, direct the minimum dimensions and thickness of the steel framework and sheet. The framework and sheet shall be prepared and painted black, while the ring at the top of the supporting frames shall be painted white. The wordings and KeNHA's logo shall be printed on backlit sticker paper resistant to the effects of weather using reflectorized paint or material approved by the Engineer. The colours, fonts and heights of the letters shall be as indicated on the attached drawings and as directed by the Engineer.

Payment for the Publicity signboards shall be made in instalments in accordance with the following conditions: -

- (a) 50% when the signboards are accepted by the Engineer fully installed
- (b) 30% in equal monthly instalments from the date Engineer accepts the signboards fully installed over the remainder of the Contract period. This payment shall be deemed to cover the securing and maintenance of the signboards and the Engineer may withhold or reduce payment if the contractor fails in these obligations
- (c) 20% when the signboards has been removed and the site cleared at the end of contract period or earlier if the Engineer has no further use of the signboards
- (d) Each instalment will be subject to the deduction of retention money

Signboard shall be removed and transported to KeNHA's Yard at the end of Defects Notification Period.

132.3 Engineer's office

The Contractor shall when instructed construct and maintain a document storage container at a location to be specified by the Engineer and as specified in the Contract.

The document storage container shall revert to the **Employer** on completion of the contract.

132.1 ENGINEER'S REPRESENTATIVE OFFICE

The Contractor may be instructed by the Engineer under clause 58 of the General Conditions of Contract to make payments of general receipted accounts for such items as stationery, stores, furniture and equipment, claims and allowances for supervision personnel and any miscellaneous claims or the Engineer may direct the Contractor to purchase or pay for the above. The Contractor will, on provision of receipts, be paid under appropriate bill items in the BoQ.

The Contractor, when instructed, shall provide and install at the Engineer's office the Equipment specified below with a dealer's certificate and warranty:

15. Three years warranty

Laptop Specifications

RECOMMENDED MINIMUM TECHNICAL SPECIFICATIONS		
ITEM	REQUIREMENT	Bidder Response (Yes/No)
Make		
Model		
Manufacturers Brochure	Yes	
Operating system	Windows 11	
Processor and graphics	Intel Core i7 Processor	
Display	12.0" to 13.3" diagonal Full HD WLED-backlit IPS Display Touchscreen	
Memory	8 GB Memory	
Hard drive	500 GB Flash Solid State Drive (SSD)	
Primary battery	3-cell Lithium-ion Battery life up to 6 hours	
Keyboard	Backlit Keyboard (natural silver)	
Camera	TrueVision Full HD WVA Webcam with Dual Digital	
Networking	Intel 802.11ac WLAN and Bluetooth®	
Audio	DTS Studio Sound with 2 speakers	
Pointing device / Touch support	Imagepad with multi-touch gesture support	
Application	Latest Licensed Ms. Office,	

Antivirus	Latest Licensed Kaspersky Antivirus	
External I/O Ports:	USB 3.0; HDMI; headphone/microphone	
Back Pack	Yes	
Warranty	1 Year	
Brochure	Manufacture's Literature and Detailed Specifications (Be Attached)	

Desktop Specifications

RECOMMENDED MINIMUM TECHNICAL SPECIFICATIONS		
ITEM	REQUIREMENT	Bidder Response (Yes/No)
Processor & Core Logic	Core i7-6700 3.4GHz, 4 Cores	
System Memory	12 GB DDR4	
Storage Subsystem	1TB HDD	
Form Factor	Tower / Desktop	
Power System	220 – 240 V AC Power supply	
Display/Graphics	23" TFT Flat panel Color LCD, Same brand as CPU minimum Resolution 1024x768.	
Graphics Card	2 GB GDDR5 Dedicated	
Keyboard and Pointing Device	Enhanced keyboard & Optical Scroll mouse	
Audio	Stereo audio system full multimedia with speakers	
Communication interface	100/1000 Mbs Fast Ethernet NIC	
I/O interface ports	PS/2 compatible keyboard, Serial Port, Parallel Port, USB Port, Ethernet, VGA Port	
Operating System	64-Bit MS Windows 8.1 or later.	
	NOTE: Volume license of all Computers uploaded on KeNHA Volume License portal	
Application Software	Microsoft Office 2016 or later.	
Anti-Virus	Latest Antivirus Version with media and License	
UPS	700VA UPS	
Warranty	1 year	
Brochure	Manufacture's Literature and Detailed Specifications (Be Attached)	

132.3 COMMUNICATION FOR THE ENGINEER

Internet and e-mail services

Where directed, the contractor shall provide 24 hours terrestrial or wireless internet connectivity with minimum throughput speed of 128kilobytes per second for the exclusive use by the Engineer, including all accessories and Terminal Equipment and pay for all associated installation, maintenance and usage charges throughout the duration of the contract.

The contractor shall allow for the provision and maintenance of internet connectivity and associated costs as per Appendix E of the Bills of Quantities.

132.10 Time for Erection of the Engineer's document storage container

Delete the wording 'Clause 41 of the Conditions of Contract'.

Add the following:

The time for completion of the document storage container shall be three months (90 days).

135 Maintenance of The Engineer's document storage container

In 1st paragraph, delete "until the end of the Period of Maintenance" and substitute "till the end of the Contract period"

Add the following at the end: -

135.1 Provision of Maintenance and Security

The Contractor shall maintain the document storage container provided by him in a usable state of repair and shall repair/replace promptly any damaged section or item.

137 ATTENDANCE UPON THE ENGINEER AND HIS STAFF

Add the following:

- (a) The Contractor shall pay wages (including all overtime and all allowances) to fulfil the requirements of Clause 137 of the Standard Specification.

The Contractor will be paid for the wages on a prime cost basis plus a percentage for overheads and profits under appropriate items in the Bills of Quantities. Overtime will be the Contractor's responsibility and rates to be used for the payment of overtime will be the salary levels defined by the Resident Engineer for his staff.

The payment referred to in this clause shall exclude the cost of maintaining the offices in compliance with clause 137, paragraphs 1, 2 and 4 of the standard specifications which are deemed to be included in the rates for providing the Office. The costs, for attendance required by this Clause 137, shall be as specified in the attached table: -

<u>Designation</u>	<u>Number</u>
Deputy Director/PE	1
Deputy Director/RE	1
Senior Engineer/A.R.E	1
Engineer	1
Inspector	1
Assistant Engineer-Project	1
Project Inspector	2
Trainee Engineer	1
Laboratory Technician	1
Lab Attendant	1
Surveyor	1
Leveller	1
Chainman	1
Secretary	1
Office Assistant	1
Casual	1

and shall be paid for under Item 01-80-030A of the Bill of Quantities.

In addition to the above listed staff, the Employer will attach under training or internship/Industrial attachment additional number of technical staff comprising Engineers, Inspectors, Surveyors and Materials Technologists. These staff shall be paid a stipend as shall be directed by the Engineer and the Contractor shall be reimbursed under Item 01-80-030A of the Bill of Quantities.

138 VEHICLES AND DRIVERS FOR THE ENGINEER AND HIS STAFF AND METHOD OF PAYMENT

In addition to provisions of the Clause 138 of the Standard Specification, the Contractor shall when instructed to do so provide, fuel and maintain in good working conditions, with driver, the number and type of vehicle specified in the **Bill of Quantities** for exclusive use of the Engineer and his staff throughout the Contract. The type and brand of the vehicle must be approved by the Engineer before supply by the Contractor.

The Contractor shall insure comprehensively the vehicles for any licensed driver and shall provide competent drivers during normal working hours and whenever required by the Engineer.

Should any vehicle supplied not be in road worthy condition, the Contractor shall provide equivalent replacement vehicle until such time as the original vehicle is repaired to the satisfaction of the Engineer and returned for use.

Payment for the vehicles up to 4,000Km shall be by months. Payment for mileage above 4,000Km shall be made at a rate per kilometer. The payment shall be inclusive of all fuels, lubricants, servicing, insurance, maintenance, drivers and repairs. The rate shall include any overtime the driver might be due or any other allowance to the normal working hours. Payment shall be made under relevant items in Bills of Quantities No. 1.

The vehicles provided under this clause shall revert to the Contractor.

139 MISCELLANEOUS ACCOUNTS

The Contractor maybe instructed by the Engineer to make payments of general miscellaneous accounts for such items as stationary, stores and equipment and miscellaneous supervision personnel and claims or the Engineer may direct the Contractor to purchase or pay for the above. The Contractor will be paid on a prime cost basis plus a percentage for overheads and profits under appropriate items in the Bills of Quantities.

140 PAYMENT OF OVERTIME FOR ENGINEER'S JUNIOR STAFF

Delete in the last line the words "shall be at the Contractor's own expense" and substitute with "including the specified percentage for administrative overheads shall be paid by the Contractor to the Engineer".

Add the following

If the Contractor wishes to execute permanent work outside the Engineer's normal working hours, as stated in Clause 108 of this Specification, then the payment for the overtime for Engineer's support staff shall be paid by the Contractor, at the latest Ministry of Labour rate.

141 MEASUREMENT AND PAYMENT

Delete Sub-Clause 141 (a) entirely and substitute with:

(a) No Preliminary item has been included in this Contract. All Contractor's mobilization and general costs shall therefore be included in relevant rates in the Bill of Quantities.

(b) To (e): Provision and Maintenance of document storage container

Replace b (i) (ii) and (iii) with the following:

The Contractor shall be paid in the following manner:

(i) 100% (one hundred percent) of the sum when the document storage container, as appropriate, has been erected, furnished, equipped, accepted and handed over to the Engineer.

This payment shall be deemed to cover maintenance and the Engineer may withhold or reduce any payment if the Contractor fails in his maintenance obligations.

142 ENVIRONMENTAL PROTECTION (where applicable)

The Contractor shall comply with the Statutory Regulations in force in Kenya regarding environmental protection and waste disposal, and shall liaise with the National Environmental Management Agency (NEMA).

Within four (4) weeks of the order to commence work, the Contractor shall prepare and submit a specific Environmental Management Plan for the project and his operations, relating to the approved Environmental Impact Assessment. The Environmental Management Plan shall outline potential environmental hazards and risks, and provide an action plan to deal with the hazards, minimise the risks, and mitigate adverse environmental impacts, and include a general decommissioning plan covering all relevant aspects of the project. The Environmental Management Plan shall identify monitoring indicators and reporting requirements.

The Contractor shall be required to submit environmental progress reports to the Engineer every three (3) months.

The Contractor shall ensure so far as is reasonably practicable and to the satisfaction of the Engineer; that the impact of the construction on the environment shall be kept to a minimum and that appropriate measures are taken to mitigate any adverse effects during the construction.

(a) The Contractor shall exercise care to preserve the natural landscape and shall conduct his construction operations so as to prevent any unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the work. Except where clearing is required for permanent works, all trees, native shrubbery, and vegetation shall be preserved and shall be protected from damage by the Contractor's construction operations and equipment. All unnecessary destruction, scarring, damage or defacing resulting from the Contractor's operations shall be repaired, replanted, reseeded or otherwise corrected as directed by the Engineer, and at the Contractor's expense.

- (b) The Contractor shall ensure that measures are in place to control soil erosion and water pollution, by use of berms, dykes, silt fences, brush barriers, dams, sediment basins, filter mats, netting, gravel, mulches, grasses, slope drains, contour banks, and other erosion control devices and methods. Temporary erosion control provisions shall be coordinated with permanent erosion control features to assure economical, effective and continuous measures throughout the period of the works. The Contractor's attention is drawn to the requirements of Clause 502, in that works need to be progressively finished so that permanent vegetation can establish quickly to mitigate soil erosion and erosion of drains.
- (c) The Contractor shall provide all the labour, equipment, materials, and means required and shall carry out proper and efficient measures wherever and as often as necessary to minimise the dust nuisance.
- (d) The Contractor shall comply with all applicable Kenyan laws, orders and regulations concerning the prevention, control and abatement of excessive noise. Blasting, use of jackhammers, pile driving, rock crushing, or any other activities producing high-intensity impact noise may be performed at night only upon approval of the Engineer.
- (e) Immediately after extraction of materials, all borrows pits shall be backfilled to the satisfaction of the Engineer. In particular borrow pits near the project road shall be backfilled in such a way that no water collects in them.
- (f) Spilling of bitumen fuels Oils and other pollutants shall be cleared up.
- (g) The Contractor's attention is drawn to the requirements of the Standard Specification in regard to the environment and in particular to the following clauses:
 - Clause 115: Construction Generally
 - Clause 116: Protection from Water
 - Clause 136: Removal of Camps
 - Clause 605: Safety and Public Health Requirements Clause
 - Clause 607: Site Clearance and Removal of Topsoil and Overburden
- (h) Payment in respect of this Clause 142 is included as a Lump Sum in the Bill of Quantities. Payment of the Lump Sum will be by equal monthly instalments over the period of the Contract excluding the Period of Maintenance. The total sum of the instalments shall not exceed the Lump Sum, and payment of the monthly instalment will only be made for that month if the Engineer is satisfied that the Contractor has fully complied with the requirements of Clause 142, otherwise the Contractor shall forfeit such instalment.

SECTION 2: MATERIALS AND TESTING OF MATERIALS

205 SOILS AND GRAVEL

All materials testing shall be in accordance with section 2 of the Standard Specifications

SECTION 4- SITE CLEARANCE

401 SITE CLEARANCE

Site Clearance shall be carried out as directed by the Engineer.

SECTION 6 - QUARRIES, BORROW PITS, STOCKPILES AND SPOIL AREAS

601 GENERAL

Notwithstanding any indications to the contrary in the Standard specification the Engineer will not make available to the Contractor any land for quarries, borrow pits, stockpiles and spoil areas, except for those areas in road reserves specifically approved by him.

The contractor will be entirely responsible for locating suitable sources of materials complying with the Standard and Special Specifications, and for the procurement, Wining, haulage to site of these materials and all costs involved therein. Similarly, the contractor will be responsible for the provision and costs involved in providing suitable areas for stockpiling materials and spoil dumps. Should there be suitable sites for spoil dumps or stockpiles within the road reserve forming the site of the works the Contractor may utilise these subject to the approval of the Engineer.

No additional payment will be made to the Contractor to cover costs arising from the requirements for this Clause and the Contractor must include these costs in the rates inserted into the Bills of Quantities.

602 MATERIAL SITES

The information on possible material sites is given for the general guidance of bidders. Bidders are however advised to conduct their own investigation as the information contained therein is neither guaranteed nor warranted

603 PROVISION OF LAND

Notwithstanding any indications to the contrary in the Standard specification the Engineer will not make available to the Contractor any land for quarries, borrow pits, stockpiles and spoil areas, except for those areas in road reserves specifically approved by him.

The contractor will be entirely responsible for locating suitable sources of materials complying with the Standard and Special Specifications, and for the procurement, Wining, haulage to site of these

materials and all costs involved therein. Similarly, the contractor will be responsible for the provision and costs involved in providing suitable areas for stockpiling materials and spoil dumps. Should there be suitable sites for spoil dumps or stockpiles within the road reserve forming the site of the works the Contractor may utilise these subject to the approval of the Engineer.

No additional payment will be made to the Contractor to cover costs arising from the requirements for this Clause and the Contractor must include these costs in the rates inserted into the Bills of Quantities.

605 SAFETY AND PUBLIC HEALTH REQUIREMENTS

In addition to clause 605, the contractor shall allow for professionals to conduct lectures to the workers regarding the spread of HIV/Aids.

SECTION 7 - EXCAVATION AND FILLING FOR STRUCTURES

703 EXCAVATION OF FOUNDATIONS FOR STRUCTURES

Unless otherwise instructed by the Engineer, all excavated surfaces in material other than hard material, on which foundations for structures shall be placed, shall be compacted to 100% MDD (AASHTO T.99) immediately before structures are constructed.

Thus in Standard Specification, Paragraph 4, last line: - Replace "95%" with "100%".

707 BACKFILLING FOR STRUCTURES

Unless otherwise instructed by the Engineer, all backfilling material shall be compacted to a minimum of 100% MDD (AASHTO T.99).

714 BACKFILL BELOW STRUCTURES

Where instructed this shall be carried out in compliance with the requirements of Clause 507 and 804 of the Standard Specification.

SECTION 9 - PASSAGE OF TRAFFIC

904 CONSTRUCTION OF DEVIATIONS

(a) General

In addition to requirement of this clause, the Contractor shall construct and complete deviations to the satisfaction of the Engineer before commencing any permanent work on the existing road. Also, during these works the contractor is supposed to provide a detour of adequate pipe culverts for pedestrian and traffic crossing where there is bridge works.

Subject to the approval by the Engineer, the Contractor may maintain and use existing roads for deviation. Payment for this, made in accordance with clause 912 (a) (i), shall be by the Kilometre used depending on the type of road used, whether bituminous or earth/gravel. The rates shall include for the provision of materials and the works involved.

b) Geometry

- i. The carriageway width of the deviations shall not be less than 6m wide and suitable for 2-way lorry traffic unless otherwise specified.
- ii. The carriageway width of the deviations shall not be less than 3.5 m wide and suitable for 1-way lorry traffic unless otherwise specified.

c) Construction

Unless otherwise instructed gravel wearing course for the deviation shall be 150 mm compacted thicknesses complying with section 10 of the Standard Specification. The CBR at 4-day soak shall not be less than 25 and the PI range shall be 15- 20. The Contractor shall allow in his rate for removal of any unsuitable material before placing of gravel wearing course, as this will not be paid for separately.

In addition to provision of this clause, Contractor is required to sprinkle water at least 4 times a day at the rate of 1 to 1.4 litres/Square meter in regular interval to minimise the effects of dust. Latest sprinkling time shall be one hour before the sunset.

Where existing neighbouring roads are used as deviation, Contractor shall carry out repairs and maintenance in parent materials used for the existing base and surfacing of the road being used.

906 PASSAGE OF TRAFFIC THROUGH THE WORKS

The contractor shall be deemed to have inspected the site and satisfied himself as to the adequacy of his bid for these works and no additional payments will be made for any expenditure on traffic control. Should the contractor propose any other method of passage of traffic e.g. Construction of traffic deviations use of existing roads etc. the contractor shall investigate the alternatives, construct and maintain them to the satisfaction of the Engineer. The Employer shall not be liable for investigations or costs arising from the alternatives methods of traffic control proposed by the contractor. Deviations or other

measures for traffic control where proposed by the contractor shall meet the requirements of the Specifications and drawings and be approved by the Engineer.

The contractor shall ensure that the workforce and site supervisory staff at all times wear high visibility garments when work is carried out on or adjacent to a section of the road open to traffic. The contractor shall ensure that the supervisor or person in charge of the work force is readily recognized from the rest of the workforce. In addition, the contractor shall provide a full time traffic safety officer to co-ordinate aspects of road safety for the whole site.

The Contractor shall be deemed to have included all costs related to employing the traffic safety officer and for all the duties performed by him, in his rate for passage of traffic.

907 SIGNS, BARRIERS AND LIGHTS

Add the following to Clause 907:

The Contractor shall be responsible for the provision, erection, maintenance and removal of all temporary signs and barriers necessary for safety and convenience, to pass traffic not only upon the sections of the existing road to be upgraded, but also on all minor and private roads off the site of the Works which are used as deviations.

Temporary "Advance Detour Signs" shall be erected before any road junction and a "Detour Sign" shall be erected at the junction of the deviation route and other minor roads where there is any possibility of the diverted traffic mistaking the route of the detour, and there shall be mounted on the same posts, a sign bearing the inscription "Detour".

In addition, any hazard such as a narrow bridge, drift, level crossing, steep hill, sharp bend, etc. occurring on the deviation shall be marked by the Contractor with the appropriate sign, if the existing sign is inadequate or none exists. All sharp bends and all places where the shoulder is higher than 2.0 m above the natural ground shall be marked with painted posts.

909 ASSISTANCE TO PUBLIC

Add the following:

The Contractor shall be responsible for safety maintaining and directing traffic through or around any part of the Works included in the Contract, with the maximum practical convenience, for the full twenty four hours of each day.

The Contractor shall render to the public all possible assistance when they are passing over roads maintained by him and over minor, private or temporary roads or bridges when used as deviation or when passing through the Works.

Whenever the Contractor's operations create a condition hazardous to traffic or to the public, he shall furnish, erect and maintain such fences, barricades, lights, signs and other services, as are necessary to prevent accidents or damage or injury to the public.

The Contractor shall also furnish such guards and flagmen as are necessary to give adequate warning to traffic or to the public of any dangerous conditions that might be encountered and shall provide prompt assistance to any vehicle experiencing difficulty in passing over the Works under construction, or through any diversions or roads maintained by the Contractor, if necessary by providing a towing vehicle, labour and tow rope to assist such vehicles.'

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures, as above provided, the Engineer may direct attention to the existence of hazard, and the necessary warning and protective measures shall be furnished and installed at the Contractor's expense. Should the Engineer point out the inadequacy of warning and protective measures, such action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or relieve him of his obligation to furnish and pay for these devices.

911 CONTRACTOR'S CONSTRUCTION TRAFFIC

Add the following new Clause 911.1 and 911.2.

911.1 Insurance

The Contractor's attention is particularly drawn to Clause 18, "Insurance" of the Conditions of Contracts, and the Contractor shall indemnify the Employer against and shall insure against all losses and claims for injuries or damage to any person or any property which may occur due to the passing of traffic, whether through the Works, or on specially constructed deviations, or on existing public or private roads used as deviations.

911.2 Penalty for failure to comply with these specifications

If, in any month, the Engineer is not satisfied that the Contractor has fully complied with any provisions or instructions under Section 9 of the Specifications, the Employer shall withhold the whole of the installment or payment due to the Contractor for the relevant item of work stated in the Bills of Quantities. Failure or refusal by the Contractor to maintain deviations, improve and maintain the existing roads ahead of the works, or failure to take the necessary actions for the safety and convenience of the public traffic within the time instructed or as required by Statutory Authorities shall be sufficient cause for the Employer to apply a deduction of **Kshs.150,000/=**(One Hundred and Fifty Thousand shillings) per day from any monies due to the Contractor, until all provisions and instructions prescribed have been complied with to the satisfaction of the Engineer. Provided further that where notified by the Engineer and the Contractor fails to complete improvement or maintenance of any section of existing road or deviation within 14 days of the Engineer's notice thereof, the Employer shall deduct **Kshs 400,000/=** (Four hundred thousand shillings) per day.

912 MEASUREMENT AND PAYMENT

Item: Construction of Deviation

Insert the following immediately below the heading of this Clause in the Standard Specification:

The Contractor shall be deemed to have allowed elsewhere in his rates and prices for any differences between the actual cost of carrying out the works and the Lump Sum amounts for the said works priced by the contractor in the Bills of Quantities.

Delete the contents of the last paragraph of sub-clause 912(b) and substitute with the following:

The rate for construction of deviation shall include the cost of complying fully with the requirements of Clause 904 of this specification (for removal of any unsuitable material, construction of side drains and temporary culverts, providing, placing, forming, mixing and compaction of the gravel wearing course) for the deviation.

Unit: Kilometers

Construct and maintain Deviation shall be measured to the nearest 0.1 km along the centreline of the deviation road and paid for from the relevant item in the Bills of Quantities. The Contractor shall be paid 70% of the billed amount when he completes construction of the deviation road to the satisfaction of the Engineer. The balance shall be paid in equal monthly installments during the remaining period of the contract, excluding the period of defects liability, provided that the contractor has satisfactorily maintained the deviation in accordance with Clauses 904 and 905 of the Specification when the deviation road is in operation.

Payments for this item shall be subject to recoveries and deductions that become due under this Clause as a result of any failure by the contractor to carry out maintenance of the deviation road as required.

If the Contractor fails to construct and / or to maintain diversions at the proper time, or to take the necessary precautions for the safety and convenience of public traffic as required by statutory authorities or as ordered by the Engineer, the Employer may engage other contractors or use the services of others to maintain the diversion. The actual cost of such maintenance shall be deducted from the Contractor's interim payment certificate.

It is the Contractor's responsibility to plan and execute the construction of any diversions deemed necessary during construction work. Prior approval of the diversion routes must be cleared with the landowners concerned and the Engineer before commencing the construction of any diversion.

Delete the contents of sub-clause 912(e) to (h) entirely.

Item: Maintain the passage of traffic
Unit: Lumpsum

Add the following:

Payments for this item shall be made under Bill item 9-60-001 and shall be **subject to recoveries and deductions of Kshs. 50,000/day** that become due under this Clause as a result of failure by the contractor to maintain passage of traffic as required.

The rate shall include the cost of **maintain existing roads ahead of works**. Maintenance include repair of potholes with GCS, Compaction, priming and sealing with asphaltic concrete. The rate shall also include the cost for complying with the requirements of clause 902 of the Specification and as directed by the engineer

On completion of the Works, the Contractor shall remove all temporary diversions, haul roads, access ramps and signs and barriers, etc. and restore the land to its original condition unless otherwise instructed by the Engineer.

Item: Assistance to Public

The Contractor will be deemed to have included cost of this item in other items and no separate payment shall be made.

SECTION 17 - CONCRETE WORKS

1703 MATERIALS FOR CONCRETE

All material shall comply with the requirements of section 1703 of the standard specification

1703(A) DESIGN OF CONCRETE MIXES

The following classes of concrete shall be designed in mix proportions approved for use as follows:

- Class 25/20 for all poles and highmast foundations, control pillar case cover and underground cable concrete cover.

Specification for construction material and quality control shall be in accordance to the Standard Specification

SPECIFICATIONS FOR STREET LIGHTING INSTALLATION AND MAINTAINANCE

1.0 GENERAL

This specification is to be read in conjunction with the Drawings which are issued with it. The items of work comprising Bill of Quantities shall be carried out in accordance with this specification.

The works comprise a complete installation of street lighting system for the section of road that shall be determined by the Engineer. The Works include trenching for and installation of electrical cables, erection of lighting columns and mounting of street light lanterns, installation of controls and all associated electrical wiring, liaison and payment of fees to the electrical power provider, and testing and commissioning of the full system.

2.0 STANDARD OF MATERIALS

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

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

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

3.0 WORKMANSHIP

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

Any work that does not in the opinion of the Engineer, conform to the best standard practices will be removed and reinstated at the Contractor's expense.

Permits, Certificates or Licenses must be held by all tradesmen for the type of work in which they are involved where such Permits, Certificates or Licenses exist under Government Legislation.

The Contractor shall comply with the following:-

1. Government Electricity Specifications No. 1 and 2.
2. All requirements of Kenya Power and Lighting Company Limited, IEE wiring regulations and Communications Authority of Kenya (CAK).

4.0 PROCUREMENT OF MATERIALS

The Contractor is advised that no assistance shall be given in the procurement or allotment of any materials or product to be used in or necessary for the construction and completion of the works.

Contractor is warned that he must make his own arrangements for the supply of materials and/or products specified in or required for the Contract. The Contractor may be called upon to show evidence that satisfactory arrangements have been made for the procurement of any or all materials and/or products required to complete the works. Copies of purchase orders to suppliers may be requested.

The Contractor shall be responsible for all site and drawing measurements required for completion of quantities or materials required the proper execution of Works.

The Contractor shall order material based on quantities taken from his own approved working drawings and as verified and approved by the Engineer and not from the quantities shown on the Contractor Drawings or in the Bill of Quantities.

No claims or extra payment will be considered on the ground of insufficient knowledge, inaccurate measurements or other errors on the part of Contractor.

5.0 WORKING DRAWINGS

Before manufacture or fabrication is commenced the Contractor shall submit two (2) copies of details Drawings of all control pillars, meter cubicles, medium voltage switchboards including their components showing all pertinent information including sizes, capacities, construction details, etc, as may be required to determine the suitability of the equipment for the approval of Engineer. Approval of the detailed Drawings shall not relieve the Contractor of the full responsibility of errors or the necessity of checking the drawings himself or of furnishing the materials and equipment and performing the work required by the plans and Specifications.

5.1 AS BUILT DRAWINGS

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

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

Three sets of diagrams and Drawings, including one electronic copy, shall be provided, all to the approval of the Engineer.

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

6.0 REGULATIONS AND STANDARDS

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

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

7.0 SETTING OUT WORK

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

8.0 POSITIONS OF ELECTRICAL PLANT AND APPARATUS

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

9.0 M.C.B. DISTRIBUTION PANELS AND CONSUMER UNITS

All cases of MCB Panels and consumer units shall be constructed in heavy gauge sheet hinged covers.

Removable undrilled gland plates shall be provided on the top and bottom of the cases. Miniature circuit breakers shall be enclosed in modelled plastics with the tripping mechanism and are chambers separate and sealed from the cable terminals.

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

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

The breakers shall be grouped in distribution panels as specified with all live metal being shrouded or concealed during normal use.

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

Ivory labels shall be secured to the installation barriers in such a manner as to indicate the number of the circuits shown on the circuit chart. Insulated barriers shall be fitted between phases, and neutrals in all boards, and to shroud live parts.

Neutral cables shall be connected to the neutral bar in the same sequence as the phase cables are connected to the MCB's. This shall also apply to earth bars when installed.

10.0 FUSED SWITCHGEAR, ISOLATORS AND CUTOUTS

All fused switchgear and isolators whether mounted on machinery, walls or industrial panels shall conform to the requirements of KS 04-226 part 1: 1985.

All contacts are to be fully shrouded and are to have a breaking capacity on manual operations as required by KS 04-182: 1980.

Fuse links for fused switches are to be of high rupturing capacity cartridge type, conforming to KS 04 – 183: 1978.

Isolators shall be load breaking/fault making isolators.

Fused switches and isolators are to have separate metal enclosures. Mechanical interlocks are to be provided between the door and main switch operating mechanism so arranged that the door may not be opened with the switch in the “ON” position. Similarly; it shall not be possible to close the switch with the door open except that provision to defeat the mechanical interlock and close the switch with the door in the isolators shall be clearly indicated by a mechanical flag indicator or similar device. In T.P and N fused switch units, bolted neutral links are to be fitted.

11.0 CONDUITS AND CONDUIT RUNS

Conduit systems are to be installed so as to allow the loop-in system of wiring.

All conduits shall be black rigid super high impact heavy gauge Class “A” PVC in accordance with KS 04-179: 1988 and IEE Regulations. No conduit less than 20mm in diameter shall be used anywhere in this installation.

Conduit shall be installed buried in plaster work and floor screed except when run on wooden or metal surface when they will be installed surface supported with saddles every 600mm. conduit run in chases shall be firmly held in position by means of substantial pipe hooks driven into wooden plugs.

The Contractor attention if drawn to the necessity of keeping all conduits entirely separate from other piping services such as water and no circuit connections will be permitted between conduits and such pipes.

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

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

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

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

Runs between draw in boxes are not to have more than two right angle bends or their equivalent. The Contractor may be required to demonstrate to the Engineer that wiring in

any particular run easily withdrawable and the Contractor may, at no extra cost to the Contract; be required to install addition draw-in boxes required. If conduit is installed in straight runs in excess of 6,000mm, expansion couplings as manufactured by Engtube, shall be used at intervals of 6,000mm.

Where conduits runs are to be concealed in pillars and beams, the approval of the Engineer, shall be obtained. The Contractor shall be responsible for making the accurate position of all holes, chases etc., on site, of if the Engineer so directs, shall provide the Contractor with dimensional Drawings to enable him to mark out and form all holes and chases. Should the Contractor fail to inform the Engineer of any inaccuracies in this respect, they shall be rectified at the Contractor's expenses.

It will be the Contractors responsibility to ascertain from site, the details of reinforced concrete or structural steelwork and check from the builder's Drawings the positions of walls, structural concrete and finishes. No reinforced concrete or steelwork may be drilled without first obtaining the written permission of the Engineer.

The Drawings provided with these specifications indicate the appropriate positions only of points and switches, and it shall be the Contractors responsibility to mark out and centre on Site the accurate positions where necessary in consultation with the Engineer. The Contractor shall be responsible for the accuracy of the final position.

12.0 CONDUIT BOXES AND ACCESSORIES

All conduit outlets and junction boxes are to be either malleable iron and of standard circular pattern of the appropriate type to suit saddles being used or super high impact PVC manufactured KS 04 -179: 1983.

Small circular pattern boxes are to be used with conduits up to and including 25mm outside diameter and larger. Rectangular pattern adaptable boxes are to be used for conduits of 32mm outside diameter and larger. For Drawing in of cables in exposed runs of conduit, standard pattern through boxes are to be used:

Boxes are to be not less than 50mm deep and of such dimensions as will enable the largest appropriate number of cables for the conduit sizes to be drawn in without excessive bending.

Outlet boxes for lighting fittings are to be of the loop-in type where conduit installation is concealed and the Contractor shall allow one such box per fitting, except where fluorescent fittings are specified when two such boxes per fitting shall be fitted flush with ceiling and if necessary fitted with break joint rings. Pattresses shall be fitted where required to outlets on surface conduit runs.

Adaptable boxes are to be of PVC or mild steel (of not less than 12swg) and black enamelled or galvanized finish according to location. They shall be square or oblong shape location. They shall be of square or oblong shape complete with lids secured by four 2 BA brass roundhead screws. No adaptable box shall be less than 75mm x 75mm x 50mm or larger than 300mm x 300mm x 75mm and shall be adequate in depth in relation to the size of conduit entering it. Conduit shall only enter boxes by means of conduit bushes.

13.0 LABELS

Labels fitted to switches and fuse boards:-

- (i) Shall be Ivorine engraved black on white.
- (ii) Shall be secured by R.H. brass screws of same manufacturing throughout.
- (iii) Shall indicate on switches:-
 - a) Reference number of switch
 - b) Specified current rating
 - c) Item of equipment controlled.
- (iv) Shall indicate on MCB panels:-
 - a) Reference number
 - b) Type of board, i.e., lighting, sockets, etc.
 - c) Size of cable supplying panel
 - d) Where to isolate feeder cable
- (v) Shall be generally not less than 75 x 50mm.

14.0 EARTHING

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

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

- (xii) Where holes are drilled in the earth tape for connection to items of equipment the effective cross sectional area must not be less than required to comply with the IEE Regulations.
- (xiii) Bolts, nuts and washers for any fixing to the earth tape must be of non-ferrous material.
- (xiv) Attention is drawn to the need for the earthing metal parts of lighting fittings and for bonding ball joint suspension in lighting fittings.

15.0 CABLES AND FLEXIBLE CORDS

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

PVC Insulated Cables and Flexible Cords	-	KS 04 – 192 : 1988
PVC Insulated Armoured Cables	-	KS 04 – 194 : 1990
Armouring of Electric cables	-	KS04 – 290 : 1987

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

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

16.0 ARMoured P.V.C. INSULATED AND SHEATHED CABLES

These shall be 600/1000 volt grade manufactured to KS 04 – 194 : 198 and KS 04 – 187/188 with copper stranded conductors.

The wire armour of the cable shall be used wholly as an earth continuity conductor and the resistance of the wire armour shall have a resistance not more than twice of the largest current carrying conductor of the cables.

PVC/SWA/PVC cables shall be terminated using “Telecom B” type or approved equal or approved equal glands and a PVC tapered sleeve shall be provided to shroud each gland.

Where cables rise from floor level to switchgear etc., they shall be protected by PVC conduit, to a height of 600mm from finished floor level, whether the cable is run on the surface or recessed into the wall.

16.1 CABLE SUPPORTS, MARKERS AND TILES

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

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

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

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

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

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

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

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

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

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

16.2 PVC INSULATED CABLES

Shall of non-braided type as CMA reference 6491 x 600/1000/1000 volt grade cables or equal and approved.

PVC cables shall conform to the details of the “Cables and Flexible Cords” and “Cable Braid and Insulation Colours” Clauses.

16.3 HEAT RESISTING CABLES

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

This type of cable shall be used in all instances where a temperature exceeding 100⁰F (37.7⁰C), but not exceeding 150⁰F (65.5⁰C) is likely to be experienced. Final connections to all lighting fittings (and other requirements where a temperature in insulated cable or equivalent and approved.

16.4 FLEXIBLE CORDS

Shall be insulated in accordance with the “Cable and Flexible Cords” Clause. No cord shall be less than 24/0.2mm in size unless otherwise specified.

Circular white twin TRS flex shall be used for plain pendant fittings up to 100watts. For all other types of lighting fittings the flexible cable shall be silicone rubber insulated.

No polythene insulated flexible cable shall be used in any lighting fitting or other appliance (see “Heat Resisting Cables” Clause 30).

16.5 CABLE ENDS AND PHASE COLOURS

All cables ends connected up in switchgear, MCB panels etc., shall have the insulation carefully cut back and the ends sealed with Hellerman rubber slip on cable end markers.

The markers shall be of appropriate phase colour for switch and all other live feeds to the details of the “Cable Insulation Colours” Clause. Black cable with black end markers shall only be used for neutral cables.

16.6 CABLE INSULATION COLOURS

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

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

System, lighting & Power	Insulation colour	Cable end marker
Main and sub-mains		
a) Phase	Red	Red
b) Neutral	Black	Black
Sub-Circuits single Phase		
a) Phase	Red	Red
b) Neutral	Black	Black

The cables shall be laid on 50mm bed sifted soil and covered with a 50mm layer of sifted soil. Cable tiles in the standard design shall be laid on top in a continuous formation without gaps in between. When passing under roadways and/or driveways, ducting as specified shall be provided. No trench shall be backfilled without the approval of the Project Manager. Failure to comply with this clause may lead to re-excavation at the Contractor’s own expense. Cables shall be “snaked” along their route to allow for ground subsidence and a 2% allowance shall be added to the measured route length.

All cable measurements shall be deemed to include allowance for the above precautions. “Loop-in” and “Loop-out” arrangements shall be used at every poles. Wiring to the lanterns on each pole shall be with 1.5mm P.V.C. twin insulated and sheathed cable with earth wire

and shall be protected by 5A cartridge fuse. Cables across the roads and at the entrance of the poles shall be laid in ducts. No underground joints shall be permitted.

Aluminium cables shall only be allowed where specifically instructed in writing by the Project Manager. Special care shall be taken when terminating aluminium conductors. Conductors to be terminated in a pillar type shall be mechanically sagged and fitted with a phosphor bronze sleeve, whilst those to be terminated with lags shall have these fitted with a purpose made compression tool.

No deviation from the cable route shown on the Contract drawings shall be made for economy or for any other reason without the written approval of the Project Manager.

Cable markers of the Standard design shall be installed where shown on the drawings. After installation the cables shall be tested in accordance with Government Electrical Specification No. 2 and the results recorded.

17.0 SUB-CIRCUIT WIRING

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

- i. Lighting circuits PVC Cable.
- ii. 1.5mm² for all lighting circuits indicated on the drawing.
- iii. Power circuits PVC cable (minimum sizes).
- iv. 2.5mm² for one, two or three 5Amps sockets wired in parallel.
- v. 2.5mm² for one 15Amps socket.
- vi. 2.5mm² for maximum of ten switched 13 Amps sockets wired from 30Amps MCB.

The wiring sizes for lighting circuits and sockets are shown on the Drawings. In such cases, the sizes shown on the Drawings shall prevail over the sizes specified.

Wiring sizes for other appliances shall be shown on the Drawing or Specified in later Clauses of this specification.

18.0 SPACE FACTOR

The maximum number of cables that may be accommodated in given size of conduit or trunking or duct is not to exceed the number in Tables B.5 and B.6 or as stated in Regulations B.91, and B.118 of the I.E.E Regulations whichever is appropriate.

19.0 INSULATION

The insulation resistance to earth and between poles of the whole wiring system, fittings and lamps, shall not be less than the requirements of the latest edition of the I.E. Regulations. Complete tests shall be made on all circuits by the Contractor before the installations are handed over.

A report of all tests shall be furnished by the Contractor to the Engineer. The Engineer will then check test with his own instruments if necessary.

20.0 LIGHTING SWITCHES

These shall be mounted flush with the walls, shall be contained in steel or alloy boxes and shall be of the gang's ratings and types shown in the drawing. They shall be as manufactured by M.K Electrical Ltd., or other equal and approved to KS 04 – 247: 1988.

20.1 SOCKETS AND SWITCHED SOCKETS

These shall be flush pattern in steel/PVC box and shall be of the gangs and type specified in the Drawings.

They shall be 13 Amps, 3-pin, shuttered, switched and as manufactured by “M.K. Electrical Company Ltd”, or other approved equal to KS 04 – 246 : 1987.

21.0 FUSED SPUR BOXES

These shall be flush, D.P switch as in steel/PVC box and of type and make specified in the Drawings complete with pilot light and as manufactured by “M.K. Electrical Company Ltd”, or other approved equal to KS 04 – 247: 1988.

22.0 COOKER OUTLETS

These shall be flush mounted with 13 Amp switched socket outlet and neon indicator lamps.

The cooker control unit shall be as manufactured by “M.K. Electrical Company Ltd”, or other approved equal to KS 04 – 247: 1988.

23.0 CONNECTORS

These shall be specified in the Drawings with appropriate rating. These shall be fitted lighting fitted at all conduit box lighting point outlets for jointing of looped PVC cables with flexible cables of specified quality.

24.0 LAMP HOLDERS

These shall be of extra heavy H.O skirted and shall be provided for every specified lighting fitting and shall be B.C., E.S., or G.E.S as required. All E.S. and G.E.S. holders shall be heavy brass type (except for plain pendants where the reinforced Bakelite type shall be used). The screwed cap of the E.S and G.E.S. holders shall be connected to the neutral.

Where holders are supported by flexible cable, the holders shall have “cord grip” arrangements and in the case of metal shades earthing screws shall be provided on each of the holders.

The Contractor must order the appropriate type of holder when ordering lighting fittings, to ensure that the correct types of holders are provided irrespective of the type normally supplied by the manufacturers.

24.1 LAMPS

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

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

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

24.2 LIGHTING FITTINGS AND STREET LIGHTING LANTERNS

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

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

In case of rectangular shaped ceiling fittings, the extreme ends of the fittings shall be secured to suitable support in addition to the central conduit box fittings. Supports shall be provided and fixed by the Contractor.

The whole of the metal work of each lighting fittings shall be effectively bonded to earth. In the case of ball and/or knuckle joints short lengths of flexible cable shall be provided, bonded to the metal work on either side of the joints. If the above provisions are not made by the manufacturers, the Contractor shall include cost of additional work necessary in this tender. See “Flexible Cords” Clause for details of internal wiring of lighting fittings. Minimum size of internal wiring shall be 20/0.2mm (23/0067). Each lighting fitting shall be provided with number type and suspended as shown on the Drawings.

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

Street lighting lanterns shall be side entry lanterns for HPS-T lamp with high performance reflector, polycarbonate bowl gear tray with anti0cycling igniter and as Phillips SGS 102 K SKN – T250W II MR AS ST complete with 250W SON lamp or equivalent and approved. The lantern is to be secured with anti-vandalism mechanism on to the steel columns.

25.0 POSITIONS OF POINTS AND SWITCHES

Although the approximate positions of all points are shown on the Drawings enquiry shall be made as to the exact positions of all MC.B panels, lighting points, socket outlets etc., before is actually commenced. The Contractor must approach the Engineer with regard to the final layout of all lights on the ceiling and walls.

The Contractor must consult with the Engineer on site regarding the positions of all alterations made necessary by the non-compliance with the Clause.

26.0 STREET/SECURITY OUTDOOR LIGHTING COLUMNS

Street lighting columns shall be made from galvanized steel pipe sections conforming to B.S 1840:1952. The columns shall be 15.0 meters steel galvanized floodlighting round column (made from 111 Class “B”) complete with 4x400Watts flood light Sodium fittings with Bulbs as Thorn painted with rust proof aluminium paint with a lockable anti-vandalism door.

The column base shall be sunk to a minimum of 1000mm into the ground on 750mm square x 300mm deep 20/20 concrete foundation, and the pole up to 150mm from the ground level shall be surrounded in 250mm 20/20 concrete. The top bracket and plain section of the column shall be common to and interchangeable with all brackets with maximum mismatch tolerance of 3mm between two coats of aluminium paint. All columns shall be complete with 100/80 Amps fused twin cut-out as Henry (UK) or equivalent. The lockable door to the connectors shall be 1700mm from ground level.

27.0 TIMING CONTROL SWITCH

These shall be installed with a 24-hour Timer switch with 200hr reserve (Omron) which will operate on a present timing. It shall be installed in every Control Pillar to serve the lighting fittings served by that particular control pillar. The initial adjustment will be done with the approval of the Engineer.

28.0 WIRING SYSTEM FOR STREET LIGHTING

Cables shall 6mm² 2-core and 4-core as indicated on the Drawings, and shall be laid in a cable trench 600mm deep along the road side and 900mm deep across the roads and 900mm away from the road kerb or 1,500mm away from the edges of the road. “Loop-in” and “loop-out” arrangement shall be used at every pole. Wiring to the lanterns on each pole shall be with 1.5mm² PVC twin insulated and sheathed cable with earth wire shall be laid at least 600mm below the finished road level on a compact bed of murrum at least 50mm thick and covered with a concrete surrounded 150mm thick.

29.0 METAL CONTROL PILLAR

These shall be metal clad fabricated as per Contract Drawings and Specification. The Contractor shall supply, install, test and commission control pillars including supplying, fixing and connecting switch gears as detailed on the appropriate Drawings.

30.0 CURRENT OPERATED EARTH LEAKAGE CIRCUIT BREAKER

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

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

approved. They shall be of the high sensitivity type i.e. they will trip in 30 milliseconds for a leakage current of 30mA and shall be of a type not requiring a mains supply to operate the trip mechanism under fault conditions such as the Crabtree or the Siemens 30MA model.

31.0 M.V. SWITCHBOARD AND SWITCHGEAR

The switchboard shall be manufactured in accordance with KS04 – 226 which co-ordinates the requirements for electrical power switchgear and associated apparatus. It is not intended that this K.S. should cover the requirements for specified apparatus for which Kenyan Standard exist. All equipment and material used in the switchboard shall be in accordance with shall be in accordance with the appropriate Kenyan Standard.

The switchboard shall comprise the equipment shown on the Drawings together with all current transformers, auxiliary fuses, labels, small wiring and interconnections necessary for the satisfactory operation of the switchboard.

Switchboard shall be of the flush fronted, enclosed, metal clad type with full front or rear access as called for in the particular specifications, suitable for indoors use, sectionalized as necessary to facilitate transport and erection. The maximum height of containing all field terminals shall be provided at the top or bottom of the switchboard as appropriate.

Before manufacture, the Contractor shall submit to the consulting Engineer for approval of detailed Drawings showing the layout, construction and connection of the switchboard.

All bus-bars and bus-bar connections shall consist of high conductivity copper and be provide in accordance with KS 04 – 226: 1985. The bus-bars shall be clearly marked with the appropriate phase and neutral colours which should be red, yellow, blue for the phases and black for neutral. The busbars shall be so arranged in the switchboard that the extensions to the left and right may be made in the future with ease should the need arise.

Small wiring, which will be neatly arranged and cleated, shall be executed in accordance with B.S. 158 and the insulation of the wiring shall be coloured according to the phase or neutral connection.

Switches and fuse switches, shall be in strict accordance with KS 04 – 183: 1978 Class 2 switches. Means of locking the switch in the “OFF” position shall be provided.

All fuse switches shall comply with KS 04 – 183:1978, Part 2 and 3 a fault rating at least to the fault of the switchboard in which they are installed. Cartridge fuse links to KS 04 – 183: 1978 category A.C. 46, Class Q1 and fusing factor not exceeding 1.5 shall be supplied with each fused switch.

Mounting arrangements shall be such that individual complete fuse switches may be disconnected and withdrawn when necessary without extensive dismantling work. When switches are arranged in their formation all necessary horizontal and vertical barriers shall be provided to ensure segregation from adjacent units. Means of locking the switch in the “OFF” position shall be provided.

32.0 STEEL CONDUITS AND STEEL TRUNKING

Conduits shall be of heavy gauge class "B" welded to Standard Specification KS 04-180 :1985. In no case will conduit smaller than 20mm diameter be used on the works. Conduits installed within buildings shall be black enamelled finish except where specified otherwise. Where installed externally or in damp conditions they shall be heavy galvanized. Conduit fittings, accessories or equipment used in conjunction with galvanized conduit shall also be galvanized or otherwise as approved by the Engineer.

Metal trunking shall be fabricated from mild steel of not less than 18swg. All sections of trunking shall be rigidly fixed together and attached to the framework of fabric or the building at intervals of not less than 1.2m. Joint trunking shall not overhang fixing points by more than 0.5m.

All trunks fittings (i.e. bends, tees, etc.) shall leave the main through completely clear of obstructions and continuously open except through walls and floors at which points suitable fire resisting barriers shall be provided as may be necessary. The inner edge of bend and tees shall be chamfered where cables larger than 35mm² are employed.

Where trunking passes through ceiling and walls the cover shall be solidly fixed to 150mm either side of ceilings and 50mm either of walls.

Screws and bolts securing covers to trunking or sections of covers together shall be arranged so that damage to cables cannot occur either when fixing covers or when installing cables in the through.

Where trunking is used to connect switchgear or fuse boards, such connections shall be made by trunking fittings manufactured for this purpose and not by multiple conduit couplings.

Where vertical sections of trunking are used which exceed 4.5m in length, staggered tie off points shall be provided at 4.5m intervals to support the weight of cables.

Unless otherwise stated, all trunking systems shall be painted as for conduit.

Where a wiring system incorporates galvanized conduit and trunking, the trunking shall be deemed to be galvanized unless specified otherwise. The number of cables to be installed in trunking shall be such as to permit easy drawing in without damage to the cables, and shall in no circumstances be such that space factor of 45% is exceeded.

Conduit and trunking shall be mechanically and electrically continuous. Conduit shall be tightly screwed between the various lengths so that they butt at the socketed joints. The internal edges of conduit and all fittings shall be smooth, free from burrs and other defects. Oil and any other insulating substance shall be removed from the screw threads. Where conduits terminate in fuse gear, distribution boards, adaptable boxes, non-spouted switchboxes, etc., they shall, unless otherwise stated, be connected thereto by means of smooth bore male brass bushes, compression washers and sockets. All exposed threads and abrasions shall be painted using an oil paint for black enamelled tubing and galvanized tubing immediately after the conduits are erected. All bends and sets shall be made cold without altering the section of the conduit. The inner radius of the bend shall not be less than four (4) times the outside diameter of the conduit. Not more than two right angle bends will be permitted without the inter-position of a draw-in-box. Where straight runs of conduit are

installed, draw-in-boxes shall be provided at distances not exceeding 15mm. No tees, elbows, sleeves, either of inspection or solid type, will be permitted.

Conduit shall be swabbed out prior to Drawing in cables, and they shall be laid so as to drain of all condensed moisture without injury to end connections.

Conduits and trunking shall be run at least 150mm clear of hot water and steam pipes, and at least 75mm clear of cold water and other services unless otherwise approved by the Engineer.

All boxes shall conform to KS 04 – 668 :1986, to be of malleable iron, and black enamelled or galvanized according to the type of conduit specified. All necessary boxes shall have threaded brass inserts.

Box lids where required shall be heavy gauge metal, secured by means of Zinc plated or cadmium plated steel screws.

All adaptable cables and lids of the same shall be interchangeable. Boxes used on surface work are to be tapped or drilled to line up with the conduit fixed in distance type saddles allowing clearance between the conduit and wall without the need for setting the conduit.

Where used in conjunction with mineral insulated copper sheathed cable, galvanized boxes shall be used and painted after erection.

Draw-in-boxes in the floors are generally to be avoided but where they are essential they must be grouped in positions approved by the Engineer and covered by the suitable floor traps, with non-ferrous trays and covers.

The floor trap covers are to be recessed and filled in with a material to match the floor surface.

The Contractor must take full responsibility for the filling of all covers, but the filling in material will be supplied and the filling carried out by the main Building Contractor.

Where buried in the ground outside the building the whole of the buried conduit is to be painted with two coats of approved bitumastic composition before covering up.

Where run on the surface, unpainted fittings and joints shall be painted with two coats of oil bound enamel applied to rust and grease free metalwork.

33.0 TESTING ON SITE

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

- a) Tests shall be carried out to prove that all single pole switches are installed in the "live" conductor.

Tests shall be carried out to prove that all socket outlets and switched socket outlets are connected to the "live" conductor in the terminal marked as such, and that each earth pins

effectively bonded to the earth continuity system. Tests shall be carried out to verify the continuity of all conductors of each “ring” circuit.

- b) Phase tests shall be carried out on completion of the installation to ensure that correct phase sequence is maintained throughout the installation. Triplicate copies of the results of the above test shall be provided within fourteen (14) days of the witnessed tests and the Contractor will be required to issue to the Engineer the requisite certificate upon completion as required by the regulations referred to above.
- c) any faults, defects or omissions or faulty workmanship, incorrectly positioned or installed parts of the installation made apparently by such inspections or tests shall be rectified by the contractor at his own expenses.
- d) The contractor shall provide accurate instruments and apparatus and all labour required to carry out the above tests. The instruments and apparatus shall be made available to the Engineer to enable him to carry out such tests as he may require.

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

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

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

The contractor shall submit a completion certificate in the Kenya Power & Lighting Company for electricity connection and furnish copies of all test results mentioned in this section to the Engineer.

PERFORMANCE BASED CONTRACT FOR THE MAINTENANCE OF STREET LIGHTING ON NAIROBI – THIKA HIGHWAY (S1) ROAD

SUPERVISION CHECKLIST

Supervision Check List

Project Name: PERFORMANCE BASED CONTRACT FOR THE MAINTENANCE OF STREET LIGHTING ON NAIROBI – THIKA HIGHWAY (S1) ROAD	Date	Signatures
<p>1. This checklist is for Resident Engineer to check Contractor’s work execution process.</p> <p>2. Fill in date of checking as (day/month), mark as indicated in Filling Example, and state remarks.</p> <p>3. Put this check list in the Monthly Progress Report.</p>	The Engineer's Representative (Project Engineer)	
	resident Engineer	

Item	Check Point	before	During execution										after	Remarks
		Date	Date	Date	Date	Date	Date	Date	Date	Date	Date	Date	Date	
		/	/	/	/	/	/	/	/	/	/	/	/	Reason for unsatisfactory performance (Site diary No.) Corrective order by authority (Date) Excellent point to be specified
1	Execution system in general	1-1	Works Execution Programme (including its revised version if any) is submitted before the date specified in	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

PERFORMANCE BASED CONTRACT FOR THE MAINTENANCE OF STREET LIGHTING ON NAIROBI – THIKA HIGHWAY (S1) ROAD

Supervision Check List

Project Name: **PERFORMANCE BASED CONTRACT FOR THE MAINTENANCE OF STREET LIGHTING ON NAIROBI – THIKA HIGHWAY (S1) ROAD**

Date	Signatures
------	------------

		contract document											
		1-2 Works Execution Programme properly reflects the given specifications and site conditions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
		1-3 Execution procedures are in accordance with Works Execution Programme		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2	Equipment holding	2-1 All equipment used are properly mobilized in accordance with Works Execution Programme		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

PERFORMANCE BASED CONTRACT FOR THE MAINTENANCE OF STREET LIGHTING ON NAIROBI – THIKA HIGHWAY (S1) ROAD

Supervision Check List

Project Name:		PERFORMANCE BASED CONTRACT FOR THE MAINTENANCE OF STREET LIGHTING ON NAIROBI – THIKA HIGHWAY (S1) ROAD										Date	Signatures	
		2-2	All equipment used is well maintained during the execution of works		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3	Contractor's in-house staff	3-1	Qualified technical staff of Contractor are properly assigned as specified in Works Execution Programme		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
		3-2	Contractor's in-house key staff understand work process and schedule properly		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
		3-3	Contractor's in-house staff give		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

PERFORMANCE BASED CONTRACT FOR THE MAINTENANCE OF STREET LIGHTING ON NAIROBI – THIKA HIGHWAY (S1) ROAD

Supervision Check List

Project Name:		PERFORMANCE BASED CONTRACT FOR THE MAINTENANCE OF STREET LIGHTING ON NAIROBI – THIKA HIGHWAY (S1) ROAD										Date	Signatures
			technical guidance and direction to workers and operators properly and timely										
		3-4	Communications with authority in writing is properly and timely		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4	Personnel employment	4-1	Workers and operators are deployed in accordance with Works Execution Programme		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		4-2	Wage payment is properly made on time		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5		5-1											

PERFORMANCE BASED CONTRACT FOR THE MAINTENANCE OF STREET LIGHTING ON NAIROBI – THIKA HIGHWAY (S1) ROAD

Supervision Check List

Project Name:		PERFORMANCE BASED CONTRACT FOR THE MAINTENANCE OF STREET LIGHTING ON NAIROBI – THIKA HIGHWAY (S1) ROAD										Date	Signatures
Site base facilities		Office and stockyard are prepared in accordance with Works Execution Programme		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	5-2	Site is well maintained during the work execution and cleared on completion		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	5-3	Material stored on site is properly managed during the work execution		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
6	Quality and quantity	6-1	Material testing, structural examination,		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

PERFORMANCE BASED CONTRACT FOR THE MAINTENANCE OF STREET LIGHTING ON NAIROBI – THIKA HIGHWAY (S1) ROAD

Supervision Check List

Project Name:		PERFORMANCE BASED CONTRACT FOR THE MAINTENANCE OF STREET LIGHTING ON NAIROBI – THIKA HIGHWAY (S1) ROAD										Date	Signatures
	managem ent	and measuremen ts are properly and Periodically conducted based on specification s and Works Execution Programme											
		6-2 Results of material testing, structural examination and measuremen ts are within the specification s.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
		6-3 Results of material testing, structural examination, and		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

PERFORMANCE BASED CONTRACT FOR THE MAINTENANCE OF STREET LIGHTING ON NAIROBI – THIKA HIGHWAY (S1) ROAD

Supervision Check List

Project Name: **PERFORMANCE BASED CONTRACT FOR THE MAINTENANCE OF STREET LIGHTING ON NAIROBI – THIKA HIGHWAY (S1) ROAD**

Date	Signatures
------	------------

			measurements are properly compiled as reports for confirmation											
7	Work scheduling	7-1	Understanding of critical path and its reflection on scheduling is proper	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
		7-2	Actual proceedings are periodically compared to the planned schedule described in Works Execution Programme	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		7-3	Changes caused by site conditions are properly	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

PERFORMANCE BASED CONTRACT FOR THE MAINTENANCE OF STREET LIGHTING ON NAIROBI – THIKA HIGHWAY (S1) ROAD

Supervision Check List

Project Name:		PERFORMANCE BASED CONTRACT FOR THE MAINTENANCE OF STREET LIGHTING ON NAIROBI – THIKA HIGHWAY (S1) ROAD										Date	Signatures
		handled to keep things on schedule											
		7-4 All works are completed within the contract term or within the extended term as allowed											
8	Work safety management	8-1 No accident occurs to workers, operators, or third-parties.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
		8-2 Safety of workers and operators is considered		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
		8-3 Accident prevention efforts for third-parties are proper		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

PERFORMANCE BASED CONTRACT FOR THE MAINTENANCE OF STREET LIGHTING ON NAIROBI – THIKA HIGHWAY (S1) ROAD

Supervision Check List

Project Name:		PERFORMANCE BASED CONTRACT FOR THE MAINTENANCE OF STREET LIGHTING ON NAIROBI – THIKA HIGHWAY (S1) ROAD										Date	Signatures	
		8-4	Traffic and site safety devices are properly installed and managed		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
		8-5	Temporary facilities (e.g., scaffolding) are constantly checked		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
9	Environmental and social management	9-1	Environmental and social mitigation efforts (e.g., against noise, vibration, emission, and dust) are conducted		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
		9-2	Waste material from site is		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

PERFORMANCE BASED CONTRACT FOR THE MAINTENANCE OF STREET LIGHTING ON NAIROBI – THIKA HIGHWAY (S1) ROAD

Supervision Check List

Project Name:		PERFORMANCE BASED CONTRACT FOR THE MAINTENANCE OF STREET LIGHTING ON NAIROBI – THIKA HIGHWAY (S1) ROAD										Date	Signatures
		properly disposed											
	9-3	Damage to existing roads, works and services is avoided or are repaired when it occurs		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	9-4	No overloading for work-related vehicles is reported		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Filling Example: ✓ Check point is satisfactory ■ Check point is unsatisfactory N/A Not applicable

SECTION VII – BILLS OF QUANTITIES

BILLS OF QUANTITIES

The tender includes the following Bills of Quantities:

- i) Bills of Quantities for Maintenance Services
- ii) Bills of Quantities for Rehabilitation/Improvement Works (if those are required under the contract)

A. BOQ SUMMARY

Description	Amount (in figures)
A. TOTALS BROUGHT FORWARD a) Maintenance Services in an amount of <i>[amount in words] KSh</i> b) Rehabilitation/Improvement Works in an amount of <i>[amount in words] KSh</i>	
B. TOTAL = (a) + (b)	
C. Add 16% VAT	
D. Add 0.03% Public Procurement Capacity Building Levy	
E. GRAND TOTAL = B + C + D (Carried to the Form of Tender)	

B. BILLS OF QUANTITIES FOR MAINTENANCE SERVICES

1. The Bills of Quantities for Maintenance Services shall be read in conjunction with the Instructions to Tenderers, Conditions of Contract, Specifications and the Drawings.
2. This Bills of Quantities is the basis for payment of maintenance services that are to be provided on a lump sum per km basis for maintaining the roads covered under the contract, at the Service Levels defined in the Specifications. The rates given by the Tenderer shall, except insofar as is otherwise provided under the Contract, include all plant, equipment, labour, management and supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract.
3. Payment shall be made in accordance with the actual performance of the Contractor and compliance with the Service Level criteria given in the Specifications for each road. Failure to meet the Service Levels will result in payment reductions in accordance with Clause 47 of the General Conditions and the Performance Specifications.
4. The unit rates and prices shall be quoted entirely in local currency but payment will be made in the proportions and currencies quoted in the Schedule of Adjustment Data.
5. A unit rate or price shall be entered by the Tenderer against each item in the Bill of Quantities. The cost of items against which the Tenderer has failed to enter a unit rate or price shall be deemed to be covered by other unit rates and prices entered in the Bill of Quantities.
6. General directions and descriptions of work and materials are not repeated or summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering rates or prices against each item in the Bill of Quantities.
7. The method of measurement of completed work for payment shall be in accordance with the measurement and payment provisions of the relevant section in the Performance Specifications.

C. 1. BILL OF QUANTITIES AND UNIT PRICES FOR MAINTENANCE SERVICES

Price No	Description of Service and Price	Unit Price
1.		In Local Currency
	Unit Price per kilometer and month	
	<p>This price is the full remuneration to the Contractor to carry out the services and works required in order to reach and maintain the services levels described in the Specifications and elsewhere in the contract. It further includes the activities of the Contractor related to self-control, quality assurance and material testing.</p> <p>The Unit Price per kilometer and month is:</p> <p>i. Road section 2a:</p> <p>.....</p> <p><i>[Note: There may either be one-unit price for all roads or road sections included in the contract, or different prices for different roads.]</i></p>	

2 BILL OF QUANTITIES FOR MAINTENANCE SERVICES AND THEIR PRICES

Price No.	Road or road section	Length (km)	Service Level	Unit Price per kilometer and month	Total Price
2	Monthly lump sum payment				
2a	Nairobi – Thika Highway (S1) Road Street Lighting	49.8km	High		
SUB-TOTAL per month:					
Multiply by number of months (duration of contract)					24 Months
Total for contract period (Carried to Summary)					

D. BILL OF QUANTITIES FOR REHABILITATION AND IMPROVEMENT WORKS

1. The Bills of Quantities for Rehabilitation Works and for Improvement Works shall be read in conjunction with the Instructions to Tenderers, Conditions of Contract, Specifications and the Drawings.

a) Bill of Quantities for Rehabilitation Works

2. The Bill of Quantities for Rehabilitation Works presents a number of explicit activities considered necessary to rehabilitate particular road sections before some or all of the Service Level criteria for performance-based maintenance defined in the Specifications can be applied. The Tenderer shall undertake a detailed assessment of road conditions at the time of Tender. The location and extent of the particular rehabilitation works considered necessary to reach required Service Levels shall be indicated by the Tenderer in his Tender submission.
3. Although the tendering document may show estimated quantities of Rehabilitation Works, it is the responsibility of the Tenderer to prepare his own estimate for the quantity of work required for each rehabilitation activity, and he shall indicate these quantities in the Bill of Quantities.
4. The Procuring Entity may in some cases indicate fixed quantities for some specific Rehabilitation Works, such as asphalt resurfacing. Those cases are clearly indicated as such by the Procuring Entity in the TDS Specifications and the Bill of Quantities for Rehabilitation Works.
5. Payment for Rehabilitation Works shall be made in relation to the work outputs satisfactorily completed in conformity with the Specifications as measured by the Contractor and verified by the Engineer, and valued at the unit rates and prices stated in the priced Bill of Quantities. The total price for Rehabilitation Works and Improvement Works, if any, shall not exceed the threshold value or percentage given by the Procuring Entity in the TDS.

b) Bill of Quantities for Improvement Works

6. The Bill of Quantities for Improvement Works lists a set of interventions to be carried out by the contractor that add new characteristics to the Road in response to existing or new traffic, safety or other conditions, as defined in the TDS and the Specifications.
7. Payment for Improvement Works shall be made in relation to the work items satisfactorily completed in conformity with the Specifications, as measured by the Contractor and verified by the Engineer, and valued at the unit rates and prices stated in the priced Bill of Quantities for Improvement Works.

c) General

8. The unit rates and prices Tender in the priced Bill of Quantities shall, except insofar as is otherwise provided under the Contract, include all plant, equipment, labor, supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Unit rates and prices shall also include the cost of engineering design services, and measures needed to prevent or mitigate environmental impacts and safety measures.
9. The unit rates and prices shall be quoted entirely in local currency but payment will be made in the proportions and currencies quoted in the Schedule of Adjustments.
10. A quantity, unit rate or price shall only be entered against those work items considered necessary to attain the required Service Levels and sustain such Service Levels thereafter through execution of maintenance services that are provided for separately.
11. General directions and descriptions of work and materials are not repeated or summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering rates or prices against each item in the Bill of Quantities.

12. The method of measurement of completed work for payment shall be in accordance with the measurement and payment provisions of the relevant section of the Specifications.

**PERFORMANCE BASED CONTRACT FOR THE MAINTENANCE OF STREET LIGHTING ON
NAIROBI – THIKA HIGHWAY (S1) ROAD**

**SUMMARY BILL OF REHABILITATION / IMPROVEMENT
WORKS**

BILL NO.	DESCRIPTION	TENDER AMOUNT
1	General: Office administration and overheads/Preliminaries	
20	INSTRUCTED WORKS AND ADDITIONAL STREET LIGHTING	
	Subtotal 1	
	Add 2% Contingencies	
	Total (Carried to BOQ Summary)	

**PERFORMANCE BASED CONTRACT FOR THE MAINTENANCE OF STREET LIGHTING ON
NAIROBI – THIKA HIGHWAY (S1) ROAD**

Bill No.1	General: Office administration and overheads/Preliminaries				
Item No.	Description	Units	Quantity	Unit Bid Rate (Kshs)	Amount KSh
01-80-010A	Payment for Material Testing as detailed in the schedule attached in Appendix C as Instructed by the Engineer	SUM	200,000.00	1.00	200,000.00
01-80-011A	Extra over item 01-80-010 for profits and overheads	%	200,000.00		
01-80-012	Allow a prime cost sum for removal and reinstatement of services	PC SUM	1,000,000.00	1.00	1,000,000.00
01-80-013	Extra over item 01-80-012 for profits and overheads	%	1,000,000.00		
01-80-016	Provide, place/erect publicity signs directed and shown by the engineer	No.	2.00		
01-80-017	Provide fuel and maintain with driver, 2 No. brand new, fully loaded, turbo charged, automatic, 4WD double cabin (odometer: 0 - 10000) for exclusive use by the Engineer inclusive of the first 4,000km per vehicle month in accordance with clause 138 of special specification.	V/M	48.00		
01-80-018	Extra over 01-80-017 for mileage over 4,000km	KM	4,000.00		
01-80-021	Provide fuel and maintain with driver, 1 No. Brand new, fully loaded, automatic 4WD Station Wagon vehicles of diesel Engine capacity not less than 2500cc and not more than 3000cc for exclusive use by the Engineer inclusive of the first 4,000km per vehicle month	V/M	24.00		
01-80-022	Extra over 01-80-021 for mileage over 4,000km	KM	4,000.00		
01-80-026A	Payment of Resident Engineer Miscellaneous Account as detailed in the schedule attached in Appendix B as Instructed by the Engineer	SUM		1.00	
01-80-030A	Payment of Engineers Supervisory Staff including overtime in accordance with clause 137 of Special Specifications and as per Remuneration Rates in Appendix A as instructed by the Engineer	SUM	17,275,400.00	1.00	17,275,400.00
01-80-031A	Extra over 01-80-030A for contractors profits and overheads	%	17,275,400.00		

**PERFORMANCE BASED CONTRACT FOR THE MAINTENANCE OF STREET LIGHTING ON
NAIROBI – THIKA HIGHWAY (S1) ROAD**

Bill No.1	General: Office administration and overheads/Preliminaries				
Item No.	Description	Units	Quantity	Unit Bid Rate (Kshs)	Amount KSh
01-80-049	Payment for the Resident Engineer's utility items and services as detailed in Appendix D	SUM	1,082,000.00	1.00	1,082,000.00
01-80-050	Include % of item 01-80-049 for contractors overhead & profit.	%	1,082,000.00		
Total Carried Forward to Summary:					

PERFORMANCE BASED CONTRACT FOR THE MAINTENANCE OF STREET LIGHTING ON NAIROBI – THIKA HIGHWAY (S1) ROAD					
Bill No.20	INSTRUCTED WORKS AND ADDITIONAL STREET LIGHTING				
Item No.	Description	Units	Quantity	Unit Bid Rate (Kshs)	Amount KSh
20-40-006	Supply, transport and install circular step tapering, fully galvanized street light poles with suitable decorative double arm bracket to achieve mounting height of 10m from road surface. The pole shall have arrangement of concealed junction box with 2no.6A SPMCB	NO.	177.00		
20-40-007	Supply, transport and install circular step tapering, fully galvanized street light poles with suitable decorative single arm bracket to achieve mounting height of 10m from road surface. The pole shall have arrangement of concealed junction box with 1no. 6A SPMCB	NO.	65.00		
20-60-061	Trenching, laying and backfilling for armoured electricity cables	M	1,880.00		
20-40-008	Erection of the street lighting pole including casting of suitable civil foundation as per technical specifications	NO.	242.00		
20-40-020	Supply, transport, install and testing/commissioning of street light fixture complete with 150/180Watts (warm white) Led fittings. As per technical specifications.	PCS	434.00		
20-40-044	Supply, install, testing and commissioning of Integrated Solar LED Street Light rated min 200watts LED Lamp, 250W Mono/Poly Crystalline Silicon Cells PV module, 250Ah Batteries, charge controllers with in-built dusk to dawn programmable timer switch control system and illumination level control	PCS	10.00		
20-40-037	Remove existing HPS fittings on high masts and transport to KeNHA Sagana Yard or any Yard within Nairobi	NO.	45.00		
20-40-013	Supply, transport and install continuously tapering, with octagonal cross section, fully galvanized High mast poles with suitable decorative bracket for 9no.fixtures to achieve mounting height of 30m from road surface. The pole shall have arrangement of concealed junction box with 1no. SPMCB	NO.	2.00		

PERFORMANCE BASED CONTRACT FOR THE MAINTENANCE OF STREET LIGHTING ON NAIROBI – THIKA HIGHWAY (S1) ROAD					
Bill No.20	INSTRUCTED WORKS AND ADDITIONAL STREET LIGHTING				
Item No.	Description	Units	Quantity	Unit Bid Rate (Kshs)	Amount KSh
20-40-005	Supply, install, testing and commissioning of street light fixture complete with 250Watts Led fittings for High mast poles. As per technical specifications	NO.	63.00		
20-40-012	Supply install, test and commission light fittings for tunnel lighting complete with 100/120 watts (warm white) Led fittings	NO.	8.00		
20-40-014	Supply, install, test and commission control panel complete with all required electrical fittings and mechanisms to measure current, voltage	NO.	15.00		
20-40-021	Supply, install, test and commission 120 Amps 3 pole contactor as Klockner Moeller or Siemens Installation shall be complete with provision of approved anchoring material	NO.	15.00		
20-40-022	Supply, install, test and commission 24hr timer with 200hr reserve (Omron)	NO.	15.00		
20-40-023	Supply, install, test and commission 100 Amps Isolator as crab tree, Schneider	NO.	15.00		
20-40-024	Supply, install and commission 100/80 Amps twin cut out fuse as Henry (UK)	NO.	15.00		
20-40-025	Supply, install and commission 32Amps circuit breaker as Crab tree, Chint,	NO.	30.00		
20-40-026	Supply, install and commission Main MCCB 100/80Amps with tripping mechanism as Schneider, Crab tree	NO.	15.00		
20-40-027	Supply, install and commission 100Amps Earth Leakage Circuit Breaker as Schneider, Crab tree	NO.	15.00		
20-40-028	Supply and install 2.5mm Twin with Earth copper cable for lamp feed	M	2,020.00		
20-40-029	Supply and install 3core 10mm ² armoured copper cable complete with trenching & cable glands.	M	2,115.00		

PERFORMANCE BASED CONTRACT FOR THE MAINTENANCE OF STREET LIGHTING ON NAIROBI – THIKA HIGHWAY (S1) ROAD					
Bill No.20	INSTRUCTED WORKS AND ADDITIONAL STREET LIGHTING				
Item No.	Description	Units	Quantity	Unit Bid Rate (Kshs)	Amount KSh
20-40-030	Supply and install 4core 25mm2 armoured copper cable complete with trenching & cable glands	M	1,000.00		
20-60-022	Supply/delivery: 6.0mm2 green/yellow cable (earthing)	M	30.00		
20-60-019	Provide and place concrete case for control Pillar (concrete class 20/25)	NO.	15.00		
20-40-038	Provide and place concrete class case 20/25 cover to underground cables.	m3	3.44		
20-40-004	Supply, install, test and commission 50Watts Led fittings on footbridges plus all other accessories and appliances	NO.	10.00		
20-60-069	Installation:15mm dia. 1.8m earth electrode	NO.	15.00		
20-40-017	Prune/Trim overgrown tree branches/leaves obstruction in liaison with NCG and cart to spoil trimmed/cut branches and leaves.	KM	5.00		
20-40-015	Payment of electricity bills & new power supply reticulation to Kenya Power.	PC SUM	58,300,522.91	1	58,300,522.91
20-40-016	Extra over item 20-40-015 for contractors overheads and profits	%	58,300,522.91		
Total Carried Forward to Summary:					

PERFORMANCE BASED CONTRACT FOR THE MAINTENANCE OF STREET LIGHTING ON NAIROBI – THIKA HIGHWAY (S1) ROAD					
Bill No.26	PERFORMANCE MAINTENANCE CONTRACT				
Item No.	Description	Units	Quantity	Rate	Amount (KSh)
26-50-005	Performance Based Routine Maintenance of Street Lighting	Km/ Month	1,195.20		
Total Carried Forward to Summary:					

APPENDIX A														
PART I : PAYMENT FOR TRAINING														
No	Description	No. of Trainings	Rate per training	Amount per Month	Months	Total Amount (Kshs.)								
1	PROFESSIONAL DEVELOPMENT TRAINING OF RE'S STAFF	24.00	240,000.00	240,000.00	24	5,760,000.00								
PART II: KeNHA PROJECT STAFF RENUMERATION SCALE														
KeNHA RE's Payment of Engineers Supervisory Staff														
S/No	Description	Wages & Salaries			Perdiem (County HQs)			Perdiem (Others)			Field Allowances			TOTAL (Kshs)
		Duration of Contract	Rate per Month	Amount (Kshs)	No. of Days	Rate per day	Amount (Kshs)	No. of Days	Rate per day	Amount (Kshs)	No. of Days	Rate per day	Amount (Kshs)	
1	Resident Engineer	12.00	-	-	26.00	16,800.00	436,800.00	36.00	10,500.00	378,000.00	36.00	4,200.00	151,200.00	966,000.00
2	Asst. Resident Engineer	12.00	-	-	26.00	14,000.00	364,000.00	36.00	8,400.00	302,400.00	36.00	3,500.00	126,000.00	792,400.00
3	Engineer (Electrical)	24.00	120,000.00	2,880,000.00	26.00	11,200.00	291,200.00	15.00	7,000.00	105,000.00	36.00	2,800.00	100,800.00	3,377,000.00
4	Assistant Engineer (Electrical)	24.00	93,500.00	2,244,000.00	-	5,000.00	-	5.00	4,000.00	20,000.00	-	1,800.00	-	2,264,000.00
5	Inspector	24.00	65,000.00	1,560,000.00	-	4,900.00	-	-	-	-	-	-	-	1,560,000.00
6	Office Assistant	24.00	45,000.00	1,080,000.00	-	-	-	-	-	-	-	-	-	1,080,000.00
7	Casuals	24.00	36,500.00	876,000.00	-	-	-	-	-	-	-	-	-	876,000.00
8	Interns	24.00	25,000.00	600,000.00	-	-	-	-	-	-	-	-	-	600,000.00
GRAND TOTAL CARRIED FORWARD TO APPENDIX A 01-80-030A														17,275,400.00

PART II			
KeNHA PROJECT STAFF RENUMERATION SCALE			
1. TECHNICAL STAFF			
Electrical/Civil Engineering Degree Holders			
S/n	Staff Designation	Minimum Qualifications	Gross Monthly Remuneration (Man Months) (KShs)
1	Senior Engineer	i. Holds a Degree in Electrical/Civil Engineering or its equivalent.	206,400.00
		ii. Registered Professional Electrical/Civil Engineer with EBK and a corporate member of IEK.	
		iii. Has Worked with KeNHA for over 3 years.	
2	Engineer	i. Holds a Degree in Electrical Engineering or its equivalent from an institution recognized by EBK.	117,500.00
		ii. Registered Graduate Electrical Engineer with EBK.	
		iii. Has over 5 years Post-Registration Experience in Electrical Works.	
		iv. Has Worked with KeNHA for over 3 years.	
3	Assistant Engineer	i. Holds a Degree in Electrical Engineering or its equivalent from an institution recognized by EBK.	93,500.00
		ii. Registered Graduate Electrical Engineer with EBK.	
		iii. Has over 3 years Post-Registration Experience in Electrical.	
		iv. Has Worked with KeNHA for over 2 years.	
4	Trainee Engineer/ Intern	i. Holds a Degree in Electrical Engineering or its equivalent from an institution recognized by EBK.	25,000.00
		ii. Registered or awaiting Registration as a Graduate Electrical Engineer with EBK.	
		ii. Fresh Graduate from University.	
Civil Engineering Diploma Holders			
S/n	Staff Designation	Minimum Qualifications	Gross Monthly Remuneration (Man Months) (KShs)
2	Inspector	i. Holds a Diploma or Higher Diploma in Electrical Engineering (Power Option) and registered with KETRIB	71,500.00
		ii. Has over 3 Years Post graduation Practical Experience in Electrical Works.	
		iii. Has worked with KeNHA for over 2 years.	

3	Assistant Site Inspector	i. Holds a Diploma in Electrical Engineering (Power Option)	52,500.00
		ii. Has over 2 Years Post Graduation Practical Experience in Electrical Works.	
Construction/Project Management Degree Holders			
S/n	Staff Designation	Minimum Qualifications	Gross Monthly Remuneration (Man Months) (KShs)
1	Project Inspector	i. Holds a Degree in Project or Construction management or its equivalent.	71,500.00
		ii. Construction Managers must be registered as Professionals with ACMK (Association of Construction Managers of Kenya) while Project Managers must be registered with KAPM (Kenya Association of Project Managers) and PMI (Project Management Institute) as professionals.	
		iii. Has over 5 Years Post Graduation Experience	
Surveyors			
S/n	Staff Designation	Minimum Qualifications	Gross Monthly Remuneration (Man Months) (KShs)
1	Surveyor	i. Holds a Degree in Survey or its equivalent	117,500.00
		ii. Registered as a Graduate Member with the Institute of Survey of Kenya	
		iii. Has over 3 Years of Practical Experience in Roads.	
2	Assistant Surveyor/Leveller	i. Holds a Degree/Diploma in Survey or its equivalent	71,500.00
		ii. Fresh from college	
3	Chainman	i. Has over 1 year of practical experience in roads survey	36,500.00
2. NON-TECHNICAL STAFF			
Administration			
1	Assistant Human Resource	Holds a Bachelor's Degree in Business Administration (Human Resource Management) or its equivalent.	71,500.00
		Has worked with KeNHA for over 2 years.	
Office Assistant			
1	Office Assistant/Clerks	Has O-Level Certificate or its equivalent.	36,500.00
		Trained on data keeping and/or computer applications.	

APPENDIX B

KeNHA RE's OFFICE MISCELLANEOUS EXPENSES

1. Stationaries & Consumables

N O.	DESCRIPTION	UNIT	Quantity	Rate (Ksh)	Amount (Ksh)
1	A3 Photocopy Papers (White)	Reams	5		
2	A4 Photocopy Papers (White)	Reams	150		
3	A4 Photocopy Papers (Coloured)	Reams	50		
4	Paper Conqueror Laid A4 (Blue, Cream)	Reams	10		
5	External Hard Disk 1TB	No.	5		
6	In/Out-tray	No.	10		
7	Flash Disk 64GB (OTG)3.0	No.	20		
8	Reflector Jackets	No	50		
9	Branded of Hoodies	No	35		
10	Branded reflectors	No	50		
11	Safety Boots	No.	50		
12	Gumboots	No.	20		
13	Rains coats	No.	20		
14	Diaries	No.	50		
15	Scientific Calculator	No	12		
16	Cordless Mouse	No	5		
17	Mouse Pads	No	10		
18	Mouse batteries	Pairs	20		
19	Quality Envelopes (A4)	9gsm	50		
20	Quality Envelopes (A3)	90gsm	30		
21	Stapler Removers	No.	20		
22	Binder clips (medium, Large)	Pkt	50		
23	Binding Spirals (10mm)	pcs	100		
24	Binding spirals (16mm)	pcs	100		
25	Binding Spirals (22mm)	pcs	50		
26	Binding Spirals (25mm)	pcs	100		
27	Binding Spirals (28mm)	pcs	50		
28	Rubber bands	Pkts	3		
29	Highlighters	Pkt	60		
30	Marker Pens	No.	60		
31	Executive Gel Pen (Parker Roller ball)	No.	30		

32	Ball Pens (Fine point) Assorted colours	pks	20		
33	Pen holder	No.	20		
34	Paper clip holder	No.	10		
35	Stick Notes(3*3)	No	200		
36	urgent stickers	Rolls	10		
37	Short Hand Note Books	dozen	100		
38	Biro Pens Sharp Pointed- Black	Pkt	12		
39	Biro Pens Sharp Pointed Blue	No.	12		
40	Biro Pens Sharp Pointed Red	No.	12		
41	Box File Medium (PVC)	No.	200		
42	Counter Books A4 (2 Quire)	No.	50		
43	Envelopes Brown Size 4.3 X 8.7 Inch	No.	200		
44	Envelopes Brown - A3	No.	100		
45	Envelopes Brown-A4	No.	100		
46	Envelopes Brown-A5	No.	100		
47	Highlighting Pens	dozen	10		
48	Paper Punch Medium	No.	5		
49	Paper Punch Giant	No.	3		
50	Measuring Tapes 30fts	No	10		
51	Pelikan ink 273	No.	50		
52	Staple Pins 24/6	Pkts	100		
53	Staple Pins Giant	Pkts	50		
54	Stapler	No	10		
55	Paper Clips 33mm	Pkts	150		
56	White Out	No.	60		
57	Cello tape 1 inch	No.	60		
58	Embossed Covers (Blue & Green)	Reams	100		
59	Binder Clips (32mm)	Pkts	200		
60	Clear Pocket Folder	pcs	100		
61	Glue Stick Pritt	No.	360		
62	Masking tape	No	12		
63	Bulbs	No.	50		
64	Pencils	Box (12 pcs)	5		
65	Delivery Book	No.	12		
66	Stick notes (Sign here)	Psc	12		

67	Hp Toner- for HP Color LaserJet Pro MFP M404dn	No.	5		
68	Hp Toner-Cb541A for HP OfficeJet Pro 8710	sets	12		
69	Hp Toner- for HP Color LaserJet Pro M283fdw	Set	6		
70	Toner for KYOCERA ECOSYS M6235cidn KX	set	10		
71	Toner for KYOCERA TASKALF 2553ci	set	4		
72	Extension Cables with Power Surge	No	10		
73	Floor detergents	No	5		
74	Kitchen detergents	No	5		
75	Washroom detergents	No	10		
76	General cleaning tools	No	20		
77	Kitchen consumables	Box	50		
78	Dust Coats (Branded Twill Material)	No.	50		
79	Milk	Box (12 pcs)	120		
80	Coffee	No.(500gm)	100		
81	Ketepa tea leaves	Pkts	200		
82	Assorted tea leaves	Pkts	30		
83	Chocolate	No	100		
84	Sugar	Kgs	300		
85	Kitchen towels	No	36		
86	Gloves Plastic	Pairs	12		
87	Door mats	No	10		
88	Serviettes	Dozens	24		
89	Dust Bins	No	12		
90	Air fresheners	No	100		
91	Soap Dispenser	No	8		
92	Antibacterial foam soap 1 litre	No	60		
93	Refill sanitizers	No	12		
94	Folded Paper 1 bale	No	12		
95	Jumbo tissues 1 bale	No	12		
96	Assorted beverages	Sum	1		
97	Hand Sanitizers (500) ml	No.	60		
98	Face Masks 3 ply	Pkts	120		
99	Hand washing gels (Dettol).250 ml	No.	60		
100	Refillable Drinking water (20LTS) Bottle	No.	150		

101	Drinking water (Small bottles)	Box (12 pcs)	240		
102	Shredder	No.	4		
103	Room Heater	No.	2		
104	File cabinet	No.	1		
105	Office cabinet(Metal Lockable)	No.	2		
106	First aid kit	No.	3		
Subtotal A					
<u>2. Consumables and Allowances</u>					
1	Lunches	LS	100,000.00	1.00	100,000.00
2	Extra Over for Lunches Above	%	100,000.00		
Subtotal B					
<u>3. Tools & Equipment</u>					
1	Earth Resistance Meter	pcs	1		
2	Insulation Resistance Meter	No.	1		
3	Go Pro Hero9 (action camera)	No.	1		
Subtotal C					
	Extra Over for profits and Overheads (Sub-Total A, B & C)	%			
GRAND TOTAL CARRIED FORWARD TO BILL ITEM 01-80-026A					

APPENDIX C**LAB TESTS**

S/No.	Description	Cost (Kshs)	No of Test	Total Cost (Kshs)
1	Concrete cube test	400.00	20	8,000.00
2	Lux simulation	100,000.00	1	100,000.00
4	Allowance for MTRD Supervision team	92,000.00	1	92,000.00
GRAND TOTAL CARRIED FORWARD TO BILL ITEM 01-80-010A				200,000.00

APPENDIX D**KeNHA RE'S UTILITY ITEMS AND SERVICES**

1. Utilities					
NO.	DESCRIPTION	UNIT	Quantity	Rate(Ksh)	Amount (Ksh)
1	Electricity Bill	Months	12	5,000.00	60,000.00
2	Water Bill	Months	12	7,000.00	84,000.00
3	Electricity Repairs and Connections	Months	12	1,000.00	12,000.00
4	Water Repair/Plumbing	Months	12	1,000.00	12,000.00
5	Furniture Repair	Months	12	1,000.00	12,000.00
6	Internet subscription	Months	6	32,000.00	192,000.00
7	Printer/Copier Repair and Service	1year	1	40,000.00	40,000.00
8	Filling of Gas Cylinders (13kg)	No	10	3,000.00	30,000.00
9	Genset service & fuel (4quarters)	Service/fuel	4	40,000.00	160,000.00
10	Garbage Collection	12months	6	3,500.00	21,000.00
11	Exhauster(4quarter)	No.	6	36,000.00	216,000.00
12	Courier services	No.	6	500.00	3,000.00
13	Airtime	No.	6	40,000.00	240,000.00
GRAND TOTAL CARRIED FORWARD TO BILL ITEM 01-80-049					1,082,000.00

SECTION VIII - DRAWINGS

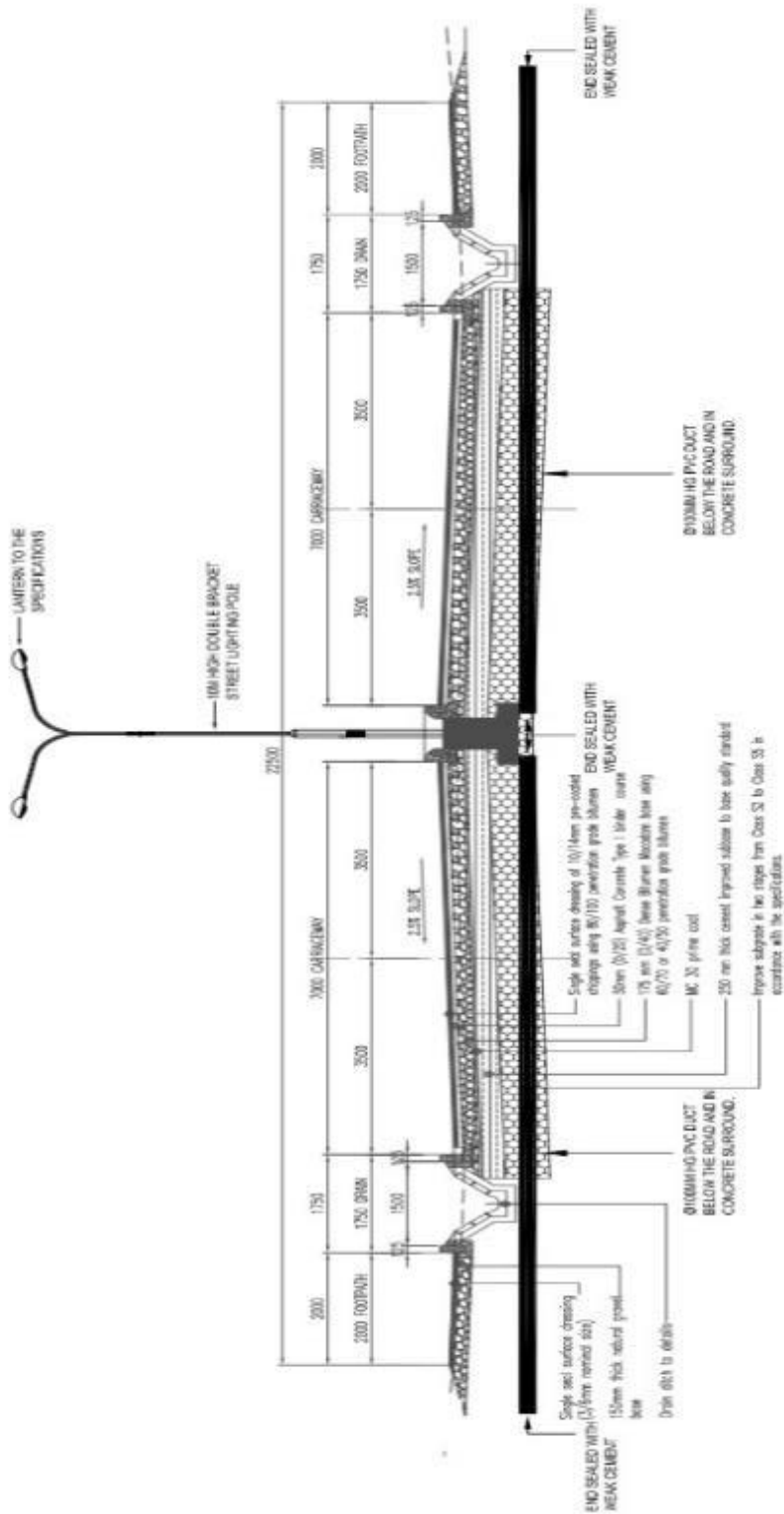
SECTION VIII DRAWINGS

Standard Drawings

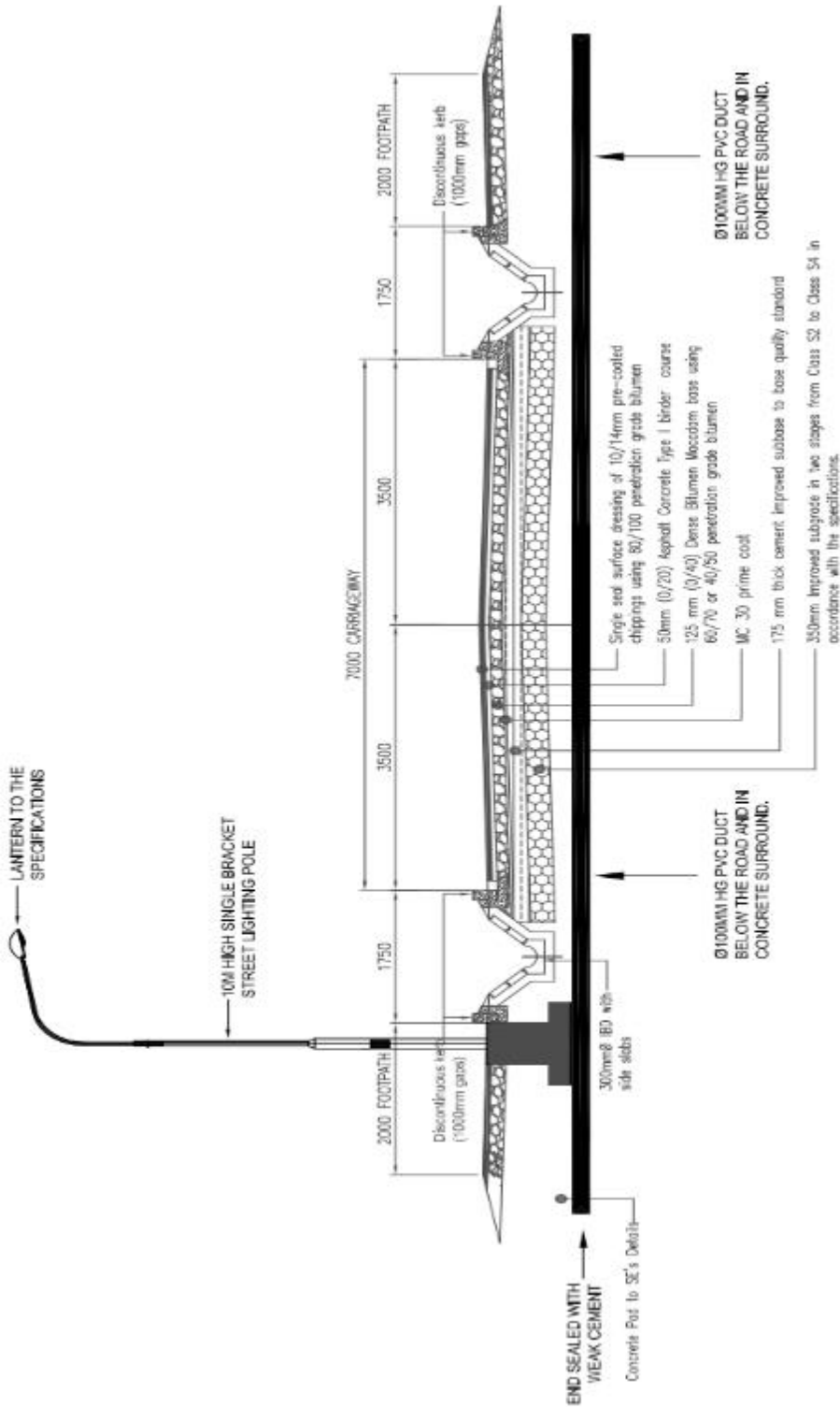
Project Specific Drawings

Line Diagrams

STANDARD DRAWINGS TYPICAL CROSS SECTION



TYPICAL ROAD CROSS SECTION TYPE 1
(SCALE 1:50)



TYPICAL ROAD CROSS SECTION

(SCALE 1:50)

Tender Name: PERFORMANCE BASED CONTRACT FOR THE MAINTENANCE OF STREET LIGHTING ON NAIROBI – THIKA HIGHWAY (S1) ROAD								
Tender Number: KeNHA/R5/230/2024								
Project Line Diagram								
DESCRIPTION	UNITS	QUANTITY	Km 0 - Km 10	Km 10 - Km 20	Km 20 - Km 30	Km 30 - Km 40	Km 40 - Km 50	TOTAL
Supply, transport and install circular step tapering, fully galvanized street light poles with suitable decorative double arm bracket to achieve mounting height of 10m from road surface. The pole shall have arrangement of concealed junction	NO.	177.00	20	60	54	43		177.00
Supply, transport and install circular step tapering, fully galvanized street light poles with suitable decorative single arm bracket to achieve mounting height of 10m from road surface. The pole shall have arrangement of concealed junction	NO.	65.00	5	5	20	15	20	65.00
Trenching, laying and backfilling for armoured electricity cables	M	1,880.00	160	160	550	460	550	1,880.00
Erection of the street lighting pole including casting of suitable civil foundation as per technical specifications	NO.	242.00	25	65	74	58	20	242.00
Supply, transport, install and testing/commissioning of street light fixture complete with 150/180Watts (warm white) Led fittings. As per technical specifications.	PCS	434.00	45	134	134	101	20	434.00
Supply, install, testing and commissioning of Integrated Solar LED Street Light rated min 200watts LED Lamp, 250W Mono/Poly Crystalline Silicon Cells PV module, 250Ah Batteries, charge controllers with in-built dusk to dawn	PCS	10.00	5		5			10.00
Remove existing HPS fittings on high masts and transport to KeNHA Sagana Yard or any Yard within Nairobi	NO.	45.00			18	18	9	45.00
Supply, transport and install continuously tapering, with octagonal cross section, fully galvanized High mast poles with suitable decorative bracket for 9no fixtures to achieve mounting height of 30m from road surface. The pole shall have	NO.	2.00		1	1			2.00
Supply, install, testing and commissioning of street light fixture complete with 250Watts Led fittings for High mast poles. As per technical specifications	NO.	63.00		9	9			18.00
Supply install, test and commission light fittings for tunnel lighting complete with 100/120 watts (warm white) Led fittings	NO.	8.00				8		8.00
Supply, install, test and commission control panel complete with all required electrical fittings and mechanisms to measure current, voltage	NO.	15.00		2	5	5	3	15.00
Supply, install, test and commission 120 Amps 3 pole contactor as Klockner Moeller or Siemens Installation shall be complete with provision of approved anchoring material	NO.	15.00		2	5	5	3	15.00
Supply, install, test and commission 24hr timer with 200hr reserve (Omron)	NO.	15.00		2	5	5	3	15.00
Supply, install, test and commission 100 Amps Isolator as crab tree, Schneider	NO.	15.00		2	5	5	3	15.00
Supply, install and commission 100/80 Amps twin cut out fuse as Henry (UK)	NO.	15.00		2	5	5	3	15.00
Supply, install and commission 32Amps circuit breaker as Crab tree, Chint,	NO.	30.00		4	10	10	6	30.00
Supply, install and commission Main MCCB 100/80Amps with tripping mechanism as Schneider, Crab tree	NO.	15.00		2	5	5	3	15.00
Supply, install and commission 100Amps Earth Leakage Circuit Breaker as Schneider, Crab tree	NO.	15.00		2	5	5	3	15.00
Supply and install 2.5mm Twin with Earth copper cable for lamp feed	M	2,020.00	205	625	615	485	90	2,020.00
Supply and install 3core 10mm2 armored copper cable complete with trenching & cable glands.	M	2,115.00	200	655	655	455	150	2,115.00
Supply and install 4core 25mm2 armored copper cable complete with trenching & cable glands	M	1,000.00		250	250	250	250	1,000.00
Supply/delivery: 6.0mm2 green/yellow cable (earthing)	M	30.00	21	40	38	8	4	111.00
Provide and place concrete case for control Pillar (concrete class 20/25)	NO.	15.00		2	5	5	3	15.00
Provide and place concrete class case 20/25 cover to underground cables.	m3	3.44	0.355	0.924	1.052	0.825	0.284	3.44
Supply,install,test and commission 50Watts Led fittings on footbridges plus all other accessories and appliances	NO.	10.00				10		10.00
Installation:15mm dia. 1.8m earth electrode	NO.	15.00		2	5	5	3	15.00
Prune/Trim overgrown tree branches/leaves obstruction in liason with NCG and cart to spoil trimmed/cut branches and leaves.	KM	5.00	1	1	1	1	1	5.00

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION IX - CONDITIONS OF CONTRACT PART I -GENERAL CONDITIONS

SECTION IX CONDITIONS OF CONTRACT PART I: GENERAL CONDITIONS OF CONTRACT

Red Book:

© FIDIC 1999. All rights reserved.

The Conditions of Contract are the “General Conditions” which form part of the “Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer (“Red book”) First Edition 1999” published by the Federation Internationale Des Ingenieurs – Conseils (FIDIC) and the following “Particular Conditions” which comprise of the amendments and additions to such General Conditions.

An original copy of the above FIDIC publication i.e. “*Conditions of Contract for Building and Engineering Works Designed by the Employer*” must be obtained from FIDIC.

International Federation of Consulting Engineers (FIDIC)

FIDIC Bookshop – Box- 311 – CH – 1215 Geneva 15 Switzerland

Fax : +41 22 799 49 054

Telephone : +41 22 799 49 01

Email : fidic@fidic.org

www.fidic.org<http://www.fidic.org/>

FIDIC code: ISBN 2 – 88432 – 022 - 9

SECTION X - CONDITIONS OF CONTRACT PART II - PARTICULAR CONDITIONS

SECTION X: CONDITIONS OF CONTRACT PART II: (PARTICULAR CONDITIONS)

The following Special Provisions shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The Particular Condition is preceded by the corresponding clause number of the General Condition of Contract to which it relates.

CONTENTS

TABLE OF CONTENTS

SECTION IX - CONDITIONS OF CONTRACT PART I -GENERAL CONDITIONS	204
SECTION X - CONDITIONS OF CONTRACT PART II - PARTICULAR CONDITIONS	206
SUB-CLAUSE 1.1: DEFINITIONS	209
SUB-CLAUSE 1.4: LANGUAGE AND LAW	209
SUB-CLAUSE 1.6: CONTRACT AGREEMENT	210
SUB-CLAUSE 3.1: ENGINEER’S DUTIES AND AUTHORITY	210
SUB-CLAUSE 4.2: PERFORMANCE SECURITY	210
SUB-CLAUSE 4.4: SUBCONTRACTORS	210
SUB-CLAUSE 4.8: SAFETY PROCEDURES	211
SUB-CLAUSE 4.18: PROTECTION OF THE ENVIRONMENT	211
SUB-CLAUSE 6.1: ENGAGEMENT OF STAFF AND LABOUR	211
SUB-CLAUSE 6.5: WORKING HOURS	212
SUB-CLAUSE 6.7: HEALTH AND SAFETY	212
SUB-CLAUSE 7.4 TESTING	212
SUBCLAUSE 8.7: DELAY DAMAGES	214
SUBCLAUSE 11.1: COMPLETION OF OUTSTANDING WORK AND REMEDYING DEFECTS	214
SUBCLAUSE 13.1: RIGHT TO VARY	214
SUB-CLAUSE 14.8: DELAYED PAYMENT	214
SUB-CLAUSE 14.15: CURRENCIES OF PAYMENT	214
SUB-CLAUSE 18.1 GENERAL REQUIREMENTS FOR INSURANCES	214

SUB-CLAUSE 1.1: DEFINITIONS

Amend these sub-clause as follows:

1.1.1.3 Amend the paragraph by adding the following: Letter of Acceptance is synonymous with Notification of Award.

1.1.1.4: Amend the paragraph by adding the following words at the end: The words Letter of Tender is synonymous with Form of Tender.

1.1.1.7: Insert in line 4 after the prices”, the following, “entered by the Contractor (whether or not such rate be employed in computation of the Accepted Contract Amount),”

1.1.1.8: Amend the paragraph by adding the following words at the end:

The word “Tender” is synonymous with “bid”

1.1.1.9 Amend the paragraph by adding the following words at the end: The words Appendix to Tender or Appendix to Form of Tender is synonymous with Contract Data.

1.1.2.5 Amend the paragraph by adding the following words at the end: The words Contractor’s representative is synonymous with Site Agent or Road Manager.

SUB-CLAUSE 1.4: LANGUAGE AND LAW

Insert:

The Contract shall be drawn up in the ENGLISH LANGUAGE. Communication between both Parties shall be in this given language.

The Laws applicable to this Contract shall be the Laws of The Republic of Kenya.

SUB-CLAUSE 1.5: PRIORITY OF DOCUMENTS

Delete the documents listed (a) – (h) and substitute with the following:

- a) The Contract Agreement (if completed)
- b) The Letter of Acceptance
- c) The Form of Tender
- d) Appendix to Form of Tender
- e) The Particular Conditions
- f) These General Conditions
- g) The Special Specifications
- h) The Standard Specification for Road and Bridge Construction, 1986
- i) The PBC Guidelines Edition 1.1 of February 2016
- j) Road Maintenance Manual, May 2010 Edition and Performance Based Contract Manuals.
- k) The Drawings;
- l) The priced Bills of Quantities
- m) Other documents forming part of the Contract

SUB-CLAUSE 1.6: CONTRACT AGREEMENT

Replace the first sentence of the first paragraph with:

The parties shall sign a Contract Agreement within the period stipulated in the Appendix to Tender.

SUB-CLAUSE 3.1: ENGINEER'S DUTIES AND AUTHORITY

With reference to Sub-Clause 3.1, the following shall also apply:

The Engineer shall obtain the specific approval of the Employer before taking any of the following actions:

- d) Consenting to the subcontracting of any part of the works under Clause 4.4
- e) Determining an extension of time under Sub-clause 8.4
- f) Certifying additional cost determined under Clause 12
- g) Issuing a Variation under Clause 13

SUB-CLAUSE 4.2: PERFORMANCE SECURITY

Replace the text of the first and second Paragraph under Sub-clause 4.2 with the following:

“The Contractor shall provide the Performance Security to the Employer within 21 days after receipt of the Letter of Acceptance. The Performance Security shall be in the form of a bank guarantee as stipulated by the Employer in the Appendix to Tender. The Performance Security shall be issued by a bank incorporated in Kenya. The Contractor shall notify the Engineer when providing the Performance Security to the Employer.

Replace the text of the first sentence under the third paragraph under Sub-clause 4.2 with the following:

The Contractor shall ensure that the Performance Security is valid and enforceable until a date 28 days after the date of issue of the Performance Certificate.

Add the following after the fifth paragraph:

The Employer shall be at liberty to claim part or the entire performance Security without informing or notifying the Contractor provided that the conditions necessitating the claim are contractual.

SUB-CLAUSE 4.3: CONTRACTOR'S REPRESENTATIVE

Add the following at the end of the second paragraph:

The Contractor's Agent or Representative on the site shall have a minimum qualification of a Graduate Engineer (Electrical), BSc in Electrical Engineering, have a Current/Valid Registration by EBK or KETRB, have a PBC Certificate from KIHBIT or other recognized institution and shall be able to read and write English fluently.

The Contractor shall also submit a specimen signature of his proposed Site Agent /Road Manager who **SHALL** be the only signatory to payment of certificates/Monthly statements from the Contractor.

SUB-CLAUSE 4.4: SUBCONTRACTORS

Add after paragraph one the following:

The maximum allowable accumulated value of work subcontracted shall be as stated in the appendix to form of tender.

SUB-CLAUSE 4.8: SAFETY PROCEDURES

Add:

Notwithstanding the Contractor's obligation under Sub-Clause-paragraph (a) – (g) of Sub-Clause 4.8 of the Conditions of Contract, the Contractor shall observe the following measures with a view to enhance Road Safety to the Road Users and Site Workers:

1. Prepare and submit a comprehensive Road Safety Implementation Plan within 14 days after receipt of Order to Commence for the Engineer's Approval. The plan shall include but not limited to the following:
 - Night driving
 - Safety of workers
 - Diversions
 - Traffic management Plan
 - Towing of stalled vehicle
2. The Contractor should identify, evaluate and monitor potential traffic and road safety risks to workers and road users throughout the Contract life cycle and develop measures and plans to address them.
3. The Contractor shall install and maintain standard approved traffic warning signs, directional signs, secure the working areas and deploy flagmen at active construction sites.
4. The Contractor shall assess each phase of the works, monitor incidents and accidents indicating the mitigation measures undertaken and prepare monthly reports to be submitted to the Resident Engineer.
5. The Contractor shall factor the cost of implementation of the Road Safety Plan in the rates for the Works.

Failure by the Contractor to observe the above safety features shall be deemed to be a violation of the Contractor's Obligations and shall be grounds for Suspension and/or Termination.

SUB-CLAUSE 4.18: PROTECTION OF THE ENVIRONMENT

Add:

Notwithstanding the Contractor's obligation under Sub-Clause-paragraph (a), (b) and (c) of Sub-Clause 1 of 4.18 of the Conditions of Contract, the Contractor shall observe the following measures with a view to reducing or elimination adverse environmental effects by the site works:

1. All quarries and borrow pits shall be filled and landscaped to their original state after extraction of construction material
2. Soil erosion due to surface runoff or water from culverts or other drainage structures should be avoided by putting in place proper erosion control measures that shall include, but are not limited to grassing and planting if trees
3. Long traffic diversion roads shall be avoided so as to minimize the effect of dust on the surrounding environment. In any case all diversions shall be kept damp and dust free
4. Spillage of oils, fuels and lubricants shall be avoided and if spilt, shall be collected and disposed of in such a way as not to adversely affect the environment
5. Rock blasting near settlement areas shall be properly coordinated with the relevant officers of the Government so as to minimize noise pollution and community interference.

SUB-CLAUSE 6.1: ENGAGEMENT OF STAFF AND LABOUR

Add the following at the end of clause 6.1:

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience who are Kenya citizens.

Any additional unskilled labour which is required by the Contractor for the works, and which is not in his employment schedule at the time of the acceptance of the Tender shall be recruited by the Contractor from the Labour Exchange or Exchange or Exchanges nearest to the site or sites of the work.

SUB-CLAUSE 6.5: WORKING HOURS

Add at the end of Sub-Clause 6.5 the following:

If the Contractor requests permission to work by night as well as by day, then if the Engineer shall grant such permission the Contractor shall not be entitled to any additional payments for so doing. All such work at night shall be carried out without unreasonable noise or other disturbance and the Contractor shall indemnify the Employer from and against any liability for damages on account of noise or other disturbance created while or in carrying out night work and from and against all claims, demands, proceedings, costs, charges and expenses whatsoever in regard or in relation to such liability.

In addition, the Contractor will be required to provide, for any work carried out at night or recognized days of rest, adequate lighting and other facilities so that the work is carried out safely and properly.

In the event of the Engineer granting permission to the Contractor to work double or rotary shifts or on Sundays, the Contractor shall be required to meet any additional costs to the Employer in the administration and supervision of the Contract arising from the granting of this permission.”

SUB-CLAUSE 6.7: HEALTH AND SAFETY

Add under the first paragraph:

The Contractor shall compensate for loss of damage suffered in consequence of any accident or injury or disease resulting from his work to any workman or other person in the employment of the Contractor or any Subcontractor is in accordance with the Workmen’s Compensation Act of the Laws of Kenya

The Contractor shall ensure adequate safety program with respect to all work under the contract is complied with, whether performed by the Contractor or subcontractor is formulated and enforced. additionally, all records of health, safety and welfare shall be maintained as the Engineer may from time to time prescribe. Reports of accidents shall be submitted to the Engineer.

Add after the last paragraph:

In addition, the Contractor shall notify the Engineer and any relevant Authority the occurrence of these accidents

SUB-CLAUSE 7.4 TESTING

Add at the end of Sub-Clause 7.4 the following:

The Contractor shall submit to the Engineer, Project Specific Quality Management Plan for approval 14 days after issuance of order to commence. The Plan shall include but not limited to:

1. Key staff that will be involved in the project and their role in quality management
2. Resources (Human and machinery) and Resource allocation in quality management
3. Processes and procedures to be followed in quality management
4. Controls to be put in place to ensure that the quality management plan is adhered to.
5. Reporting methodology on quality Management
6. Methodology on inspection, testing, monitoring and measuring to ensure conformity to quality requirement in accordance with the contract.

7. Description on correction action to be undertaken on non-conforming outputs and corrective action to avoid recurrence.

SUBCLAUSE 8.3: PROGRAMME

Add after first paragraph:

The program shall be in the form of a Critical Path Method Network (CPM Network) showing the order of procedure and a description of the construction methods and arrangements by which the Contractor proposes to carry out the works. It should also be supplemented by a time –bar chart of the same program. The program shall be coordinated with climatic, groundwater and other conditions to provide for completion of the works in the order and by the time specified.

The Contractor shall submit to the Engineer not later than the day or date mentioned in the Appendix to the Form of Bid, a general description of his proposed arrangements and methods for the execution of the Works, including temporary offices, buildings, access roads, construction plant and its intended production output, working shift arrangements, labour strength, skilled and unskilled, supervision arrangements, power supply arrangements, supply of materials including a materials utilization program, stone crushing, aggregate production and storage, cement handling, concrete mixing and handling, methods of excavation, dealing with water, testing methods and facilities.

During the execution of the works, the Contractor shall submit to the Engineer full and detailed particulars of any proposed amendments to the arrangements and methods submitted in accordance with the foregoing.

If details of the Contractors proposals for Temporary Works are required by the Engineer for his own information the Contractor shall submit such details within fourteen days of being requested to do so.

The Resident Engineer may at his discretion provide to the Contractor a Format of submitting the Program of Works to comply with the Cash flow projections and budgets assigned to the project

The various operations pertaining to the works shall be carried out in such a progressive sequence as will achieve a continuous and consecutive output of fully completed roadworks inclusive of all bridge works and culverts within the time limits specified in the Contract. Generally, the Contractor shall start at one end of the road and progress continuously towards the other without leaving any isolated section or sections of uncompleted road provided always that the site of the works has been acquired in its entirety and the encumbrances and services thereon removed.

Add at the end of 8.3;

The Contractor shall allow in his programme all published Kenya public holidays including but not limited to the following per calendar year during which the Contractor shall not be permitted to work.

- New Year's Day (1st January)
- Good Friday
- Easter Monday
- Idd Ul Fitr
- Labour Day (1st May)
- Madaraka Day (1st June)
- Mazingira Day (10th October)
- Mashujaa Day (20th October)
- Jamhuri day (12th December)
- Christmas Day (25th December)

- Boxing Day (26th December)

The Contractor shall also allow per calendar year for a further 3 unspecified public holidays which may be announced by the Government of Kenya with no prior notification upon which he shall not be permitted to work.

SUBCLAUSE 8.7: DELAY DAMAGES

Add the following paragraphs at the end of this Sub-Clause:

“There shall be no reduction in the amount of liquidated damages in the event that a part or a section of the Works within the Contract is certified as completed before the whole of the Works comprising that Contract.

The Employer shall **NOT** pay any bonus for early completion of the Works to the Contractor.

SUBCLAUSE 11.1: COMPLETION OF OUTSTANDING WORK AND REMEDYING DEFECTS

Add:

At the expiry of the Defects Notification Period, no defect arising from the permanent works existing shall be acceptable for taking over. The Employer shall verify and satisfy themselves that all the outstanding works and defects arising out of the works have been attended to sufficiently. Works shall also be inspected at the End of Defects Notification Period.

SUBCLAUSE 13.1: RIGHT TO VARY

Add the following paragraph at the end of subclause 13.1:

No such variations in any way shall contravene the requirements of Public Procurement and Disposal Act of 2015 and the amendments thereof.

SUB-CLAUSE 14.8: DELAYED PAYMENT

Replace the second paragraph with:

In the event of the failure of the Employer to make payment within the times stated, the Employer shall make payment to the Contractor of simple interest at a rate equal to two percentage points above the mean Base Lending Rate obtained from the Central Bank of Kenya. The provisions of this subclause are without prejudice to the Contractor’s entitlements under subclause 16.2 or otherwise.

SUB-CLAUSE 14.15: CURRENCIES OF PAYMENT

The paragraphs are substituted with;

The Contract Price shall be designated in the Kenyan Shillings.

All work performed by the Contractor under the Contract shall be valued in Kenya Shillings using the rates and prices entered in the Bills of Quantities together with such other increases to the Contract Price including variation of price payments in accordance with Clause 13.

SUB-CLAUSE 18.1 GENERAL REQUIREMENTS FOR INSURANCES

Add the following at the end of the second paragraph:

Insurances shall not contain exclusion clauses which limit cover for activities necessary for the execution of the Contract.

All insurances shall cover the entire contract period and an additional three (3) months.

Each policy of insurance effected by the Contractor for purposes of the Contract shall include a provision to the effect that the Insurer shall have a duty to give notice in writing to the Contractor and Employer of the date when a premium becomes payable not be more than thirty (30) days before that date, and the policy shall remain in force until thirty (30) days after the giving of such notice.

SECTION XI - STANDARD CONTRACT FORMS

TABLE OF FORMS

FORM No. 1 - NOTIFICATION OF INTENTION TO AWARD

FORM No. 2 - NOTIFICATION OF AWARD - LETTER OF ACCEPTANCE

FORM No. 3 – FORM OF AGREEMENT

FORM No. 4 - PERFORMANCE SECURITY [Option 1 - Unconditional Demand Bank Guarantee]

FORM No. 5 - PERFORMANCE SECURITY [Option 2 - Performance Bond]

FORM No. 6 - ADVANCE PAYMENT SECURITY

FORM No. 7 - FORM RB 1 APPLICATION FOR PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

FORM NO. 1: NOTIFICATION OF INTENTION TO AWARD

[This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender.]
[Send this Notification to the Tenderer's Authorized Representative named in the Tender Information Form]

FORMAT

For the attention of Tenderer's Authorized Representative

Name: *[insert Authorized Representative's name]* Address: *[insert Authorized Representative's Address]* Telephones: *[insert Authorized Representative's telephone/fax numbers]*

Email Address: *[insert Authorized Representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]

Date of Transmission:

This Notification is sent by: *[email]* on *[date]* (local time)

Procuring Entity: *[insert the name of the Procuring entity]*

Contract title: *[insert the name of the contract]*

Country: Kenya, County _____ *(if the Procuring Entity is from a County)*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:

- a) Request a debriefing in relation the evaluation of your Tender, and/or
- b) Submit a Procurement-related Complaint in relation to the decision to award the contract.

1. The successful Tenderer

Name: *[insert name of successful Tenderer]* Address: *[insert address of the successful Tenderer]* Contract price: *[insert contract price of the successful Tender]*

2. Other Tenderers: *insert names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out.]*

	Name of Tenderer	Tender price	Evaluated Tender price	Comments (if any)
1				
2				
3				
4				
5				
6				
7				
Etc.				

1. How to request a debriefing

DEADLINE: The deadline to request a debriefing expires at midnight on [*insert date*] (local time).

You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award. Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:

Attention: [*insert full name of person, if applicable*] **Title/position:** [*insert title/position*] **Procuring Entity:** [*insert name of Procuring Entity*] **Email address:** [*insert email address*]

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end. The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

2. How to make a complaint

Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [*insert date*] (local time).

Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:

Attention: [*insert full name of person, if applicable*]

Title/position: [*insert title/position*]

Procuring Entity: [*insert name of Procuring Entity*]

Email address: [*insert email address*]

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

In summary, there are four essential requirements:

- a) You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
- b) The complaint can only challenge the decision to award the contract.
- c) You must submit the complaint within the period stated above.
- d) You must include, in your complaint, all of the information necessary to support your case.
- e) The application must be accompanied by the fees set out in the Procurement Regulations, which shall not be refundable (information available from the Public Procurement Authority at www.ppoa.go.ke).

3. Standstill Period

- a) **DEADLINE:** The Standstill Period is due to end at midnight on [*insert date*] (local time).
 - i) The Standstill Period lasts fourteen (14) Days after the date of transmission of this Notification of Intention to Award.
 - ii) The Standstill Period may be extended as stated in Section 4 above.

If you have any questions regarding this Notification please do not hesitate to contact us. On behalf of the

Procuring Entity: _____

Name _____

Title and Position _____

Signature _____

Date _____

FORM NO. 2: LETTER OF NOTIFICATION OF AWARD

Letter of Acceptance

[letter head paper of the Procuring Entity]

[date]

FORMAT

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 SCC]* for the Accepted Contract Amount *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers, is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 30 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms included in Section X, Contract Forms, of the tender document.

We attach a copy of the Contract for your

Authorized Signature:

Name and Title of

Signatory: Name of

Agency:

Attachment: Contract Agreement

FORM NO. 3: FORM OF AGREEMENT

FORM OF AGREEMENT

THIS AGREEMENT made the _____ day of _____, _____, between _____ of _____ (hereinafter “the Procuring Entity”), of the one part, and _____ of _____ (herein after “the Contractor”), of the other part:

WHEREAS the Procuring Entity desires that the Works known as _____ should be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects therein, The Procuring Entity and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - a) The Letter of Acceptance
 - b) The Letter of Tender
 - c) The addenda Nos _____ (if any)
 - d) The Particular Conditions
 - e) The General Conditions;
 - f) The Specification
 - g) The Drawings; and
 - h) The completed Schedules and any other documents forming part of the contract.
3. In consideration of the payments to be made by the Procuring Entity to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Procuring Entity to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Entity hereby covenants to pay the 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 hereto have caused this Agreement to be executed in accordance with the laws of Kenya on the day, month and year specified above.

Signed by _____

_____(for the Procuring Entity)

Signed by _____

_____(for the Contractor)

**FORM NO. 4 - PERFORMANCE SECURITY
– (Unconditional Demand Bank Guarantee)**

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ *[insert name and Address of Procuring*

Entity] **Date:** _____ *[Insert date of issue]*

PERFORMANCE GUARANTEE No.: _____

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that _____ (herein after called "the Applicant") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (herein after called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.
3. At the request of the Applicant, we as Guarantor, here by irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.
4. This guarantee shall expire, no later than the Day of 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.
5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

[Name of Authorized Official, signature(s) and seals/stamps]

Note: *All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*

¹*The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency(cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

²*Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Procuring Entity might consider adding the following text to the form, at the end of the pen ultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

FORM No. 5 - PERFORMANCE SECURITY OPTION 2– (Performance Bond)

[Note: Procuring Entities are advised to use Performance Security–Unconditional Demand Bank Guarantee instead of Performance Bond due to difficulties involved in calling Bond holder to action]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ *[insert name and Address of Procuring Entity]*

Date: _____ *[Insert date of issue]*

PERFORMANCE BOND No.: _____

Guarantor: *[Insert name and address of place of issue, unless indicated in the letter head]*

- 1 By this Bond _____ as Principal (hereinafter called “the Contractor”) and _____] as Surety (hereinafter called “the Surety”), are held and firmly bound unto _____] as Obligee (hereinafter called “the Procuring Entity”) in the amount of _____ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
- 2 WHEREAS the Contractor has entered into a written Agreement with the Procuring Entity dated the day of, 20__, for _____ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent here in provided for, are by reference made part hereof and are herein after referred to as the Contract.
- 3 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 Procuring Entity to be, in default under the Contract, the Procuring Entity having performed the Procuring Entity's obligations there under, the Surety may promptly remedy the default, or shall promptly:
 - 1) Complete the Contract in accordance with its terms and conditions; or
 - 2) Obtain a tender or tenders from qualified tenderers for submission to the Procuring Entity for completing the Contract in accordance with its terms and conditions, and upon determination by the Procuring Entity and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Procuring Entity 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 Procuring Entity to Contractor under the Contract, less the amount properly paid by Procuring Entity to Contractor; or
 - 3) Pay the Procuring Entity the amount required by Procuring Entity to complete the Contract in accordance with its terms and conditions upto a total not exceeding the amount of this Bond.
- 4 The Surety shall not be liable for a greater sum than the specified penalty of this Bond.
- 5 Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Procuring Entity named here in or the heirs, executors,

administrators, successors, and assigns of the Procuring Entity.

- 6 In testimony whereof, the Contractor has here unto 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 _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

**PERFORMANCE BASED CONTRACT FOR THE MAINTENANCE OF STREET LIGHTING ON
NAIROBI – THIKA HIGHWAY (S1) ROAD**

FORM NO. 6 - ADVANCE PAYMENT SECURITY (Not Applicable)

[Demand Bank Guarantee] *[Guarantor letterhead or SWIFT identifier*

code] *[Guarantor letterhead or SWIFT identifier code]*

Beneficiary: _____ *[Insert name and Address of Procuring*

Entity] **Date:** _____ *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: _____ *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that _____ (herein after called "the Applicant") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (herein after called " the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____ () is to be made against an advance payment guarantee.
3. At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ ()¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:
 - a) Has used the advance payment for purposes other than the costs of mobilization in respect of the e Works; or
 - b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.
4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number _____ at _____
5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the _____ day of _____, 20____² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.
6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

[Name of Authorized Official, signature(s) and seals/stamps]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

¹ *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Procuring Entity.*

² *Insert the expected expiration date of the Time for Completion. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Procuring Entity might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”*

**FORM NO. 7: FORM RB 1 APPLICATION FOR PUBLIC PROCUREMENT ADMINISTRATIVE
REVIEW BOARD
FOURTEENTH SCHEDULE (r.203(1))**

FORM FOR REVIEW PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO..... OF.....20.....

BETWEEN

..... **APPLICANT (Review Board)**

AND

.....**RESPONDENT (Procuring Entity)**

Request for review of the decision of the..... (Name of the Procuring Entity ofdated the...day of20.....in the matter of Tender No.....of20.... for(Tender description). REQUEST FOR REVIEW I/We....., the above-named Applicant(s), of address: Physical address..... P. O. Box No..... Tel. No..... Email, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above-mentioned decision on the following grounds, namely: 1. 2. By this memorandum, the Applicant requests the Board for an order/orders that: 1. 2. SIGNED (Applicant) Dated on..... day of/...20.....

_____ **FOR
OFFICIAL USE ONLY**

**Lodged with the Secretary Public Procurement Administrative Review Board on.....day of
..... 20.....**

SIGNED

Board Secretary

FORM NO. 8 BENEFICIAL OWNERSHIP DISCLOSURE FORM

INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful tenderer. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the Tenderer by meeting one or more of the following conditions:

- *Directly or indirectly holding 25% or more of the shares.*
- *Directly or in directly holding 25% or more of the voting rights.*
- *Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.*

Tender Reference No.: _____ [insert identification

no] Name of the Assignment: _____ [insert name of the assignment]

to: _____ [insert complete name of Procuring Entity]

In response to your notification of award dated _____ [insert date of notification of award] to furnish additional information on beneficial ownership: _____ [select one option as applicable and delete the options that are not applicable]

I) We hereby provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer (Yes / No)
<i>[include full name (last, middle, first), nationality, country of residence]</i>			

OR

ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions: directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights. Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.*

OR

PERFORMANCE BASED CONTRACT FOR THE MAINTENANCE OF STREET LIGHTING ON NAIROBI – THIKA HIGHWAY (S1) ROAD

We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Tenderer shall provide explanation on why it is unable to identify any Beneficial Owner]

Directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights.

Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer]”

Name of the Tenderer:[insert complete name of the Tenderer]_____*

*Name of the person duly authorized to sign the Tender on behalf of the Tenderer: ** [insert complete name of person duly authorized to sign the Tender]*

Title of the person signing the Tender: [insert complete title of the person signing the Tender]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] day of..... [Insert month], [insert year]