

COUNTY GOVERNMENT OF MOMBASA



TENDER NO. CGM/PRO/T/17/2019-2020

**BIENNIAL CONTRACT FOR SUPPLY,
INSTALLATION AND MAINTENANCE OF STREET
LIGHTING, TRAFFIC LIGHT AND SIGNAL
CONTROLLERS**

TENDER DOCUMENT

JANUARY 2020

TABLE OF CONTENTS

Contents

SECTION I - LETTER OF INVITATION

VISION, MISSION, & CORE VALUES

HEALTH, SAFETY AND ENVIRONMENT

QUALITY POLICY STATEMENT

SECTION II - INSTRUCTIONS TO TENDERERS

SECTION III - APPENDIX TO INSTRUCTIONS TO TENDERERS

SECTION IV - CONDITIONS OF CONTRACT GENERAL CONDITIONS

SECTION V - CONDITIONS OF PARTICULAR APPLICATION

SECTION VI – SPECIFICATIONS

SECTION VII - BILLS OF QUANTITIES

SECTION VIII - STANDARD FORMS

SECTION I - LETTER OF INVITATION

TENDER NO.: CGM/PRO/T/01/2019-2020

TENDER NAME: BIENNIAL CONTRACT FOR SUPPLY, INSTALLATION AND MAINTENANCE OF STREET LIGHTING, TRAFFIC LIGHT AND SIGNAL CONTROLLERS

The County Government of Mombasa now invites sealed tenders from eligible contractors in the business of traffic signals/blinkers and Street-Lighting registered with National Construction Authority (NCA) as 'Electrical Engineering Services Contractor'; Electrical Installations Class NCA -7 for the **BIENNIAL WORKS CONTRACT FOR SUPPLY, INSTALLATION AND MAINTENANCE OF STREET LIGHTS, TRAFFIC LIGHTS AND SIGNAL CONTROLLERS**

1. Tendering will be conducted through the National Competitive Bidding (NCB) procedures specified in the Public Procurement and Asset Disposal Act, 2015 and the Public Procurement and Disposal Regulations, 2006 and is open to all Tenderers as defined in the Regulations.
2. A complete set of bidding documents in English may be purchased by interested eligible bidders upon submission of a written application to the address below and upon payment of a non-refundable fee of **Kshs. 1,000**. The method of payment will be cash or banker's cheque from a reputable bank in Kenya payable to Mombasa County. The Bidding documents can also be downloaded from the county website www.mombasa.go.ke at no fee
3. Bidders are advised to regularly visit the County Government of Mombasa website to obtain any additional information/addendum on the tender. **All addenda/additional information on the tender shall be posted on the County website as they become available.**
4. All Tenders in one original plus [*two-2 copies*], properly filled in, and enclosed in plain envelopes must be delivered in hard copies to the address below and addressed as follows:

TENDER NO.: CGM/PRO/T/17/2019-2020

TENDER NAME: BIENNIAL CONTRACT FOR SUPPLY, INSTALLATION AND MAINTENANCE OF STREET LIGHTING, TRAFFIC LIGHTS AND SIGNAL CONTROLLERS

Addressed:

THE COUNTY SECRETARY,
COUNTY GOVERNMENT OF MOMBASA,
P.O BOX 80133-80100, MOMBASA
EMAIL: countysec@mombasa.go.ke

Completed tenders shall be placed in **Tender Box located at the County Assembly Hall ground floor next to the main office. The tenders must be received or returned to the Procurement office, 2nd floor County Assembly Hall, Treasury Square, Mombasa to reach not later than 1000HRS on 5th February 2020**

Bulky tenders shall be submitted at the office of the **Director Supply Chain Management located on the 2nd floor of County Assembly Building BEFORE 1000HRS EAST AFRICAN TIME, ON 5th FEBRUARY 2020**

5. Tenders will be opened promptly thereafter in the presence of bidders/representatives who choose to attend the opening process at 10.30 a.m. in the Committee Room, County Assembly Hall first Floor or where directed by the County Secretary.
6. Late Tenders, incomplete Tenders, Tenders not opened at the Tender opening ceremony shall not be accepted for evaluation.
7. Canvassing or lobbying for the tender shall lead to automatic disqualification.

**DIRECTOR, SUPPLY CHAIN MANAGEMENT
FOR: COUNTY SECRETARY
COUNTY GOVERNMENT OF MOMBASA**

SECTION II - INSTRUCTIONS TO TENDERERS –

TABLE OF CONTENTS

1. General
2. Eligibility and Qualification Requirements
3. Cost of Tendering
4. Site Visit
5. Tender Documents
6. Inquiries by tenderers
7. Amendment of Tender Documents
8. Language of Tender
9. Documents Comprising the Tender
10. Tender Prices
11. Currencies of Tender and Payment
12. Tender Validity
13. Tender Security
14. No Alternative Offers
15. Pre-tender Meeting
16. Format and Signing of Tenders
17. Sealing and Marking of Tenders
18. Deadline for Submission of Tenders
19. Modification and Withdrawal of Tenders
20. Tender Opening
21. Process to be Confidential
22. Clarification of Tenders
23. Determination of Responsiveness
24. Correction of Errors
25. Conversion to Single Currency
26. Evaluation and Comparison of Tenders
27. Award Of Contract
28. Notification of Award
29. Performance Guarantee
30. Advance Payment

31. Corrupt or fraudulent practices

1. General

1. Definitions

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

2. Eligibility and Qualification Requirements

2.1 Eligibility requirements

This invitation to tender is open to all tenderers who are qualified as stated in the appendix.

2.2 Qualification Requirements

To be qualified for award of Contract, the tenderer shall provide evidence satisfactory to the Employer of their eligibility under Sub clause 2.1. above and of their capability and adequacy of resources to effectively carry out the subject Contract. To this end, the tenderer shall be required to submit the following information with their tenders unless otherwise stated:

- (a) Details of experience and past performance of the tenderer on the works of a similar nature and details of current work on hand and other contractual commitments.
- (b) The qualifications and experience of key personnel proposed for administration and execution of the contract, both on and off site.
- (c) Major items of construction plant and equipment proposed for use in carrying out the Contract. Only reliable plant in good working order and suitable for the work required of it shall be shown on this schedule. The tenderer will also indicate on this schedule when each item will be available on the Works. Included also should be a schedule of plant, equipment and material to be imported for the purpose of the Contract, giving details of make, type, origin and CIF value as appropriate.
- (d) Details of sub-contractors to whom it is proposed to sublet any portion of the Contract and for whom authority will be requested for such subletting in accordance with clause 4 of the Condition of Contract.
- (e) Details of any current litigation or arbitration proceedings in which the tenderer is involved as one of the parties.

2.3 Joint Ventures

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

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

3. Cost of Tendering

- 3.1 The Tenderer shall bear all costs associated with the preparation and submission of his tender and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 3.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=.
- 3.3 The procuring entity shall allow the tenderer to view the tender document free of charge before purchase.

4. Site Visit

Details of site visit are as shall be communicated in the Bid data sheet

5 Tender Documents

- 5.1 The Tender documents comprise the documents listed here below and should be read together with any Addenda issued in accordance with Clause 7 of these instructions to tenderers.
 - a. Form of Invitation for Tenders
 - b. Instructions to Tenderers
 - c. Form of Tender
 - d. Appendix to Form of Tender
 - e. Form of Tender Surety
 - f. Statement of Foreign Currency Requirements (Not applicable)
 - g. Tender and Confidential Business Questionnaires
 - h. Details of Sub contractors
 - i. Schedules of Supplementary Information
 - j. General Conditions of Contract – Part I
 - k. Conditions of Particular Application – Part II
 - l. Specifications

- m. Bills of Quantities
- o. Declaration Form

- 5.2 The tenderer is expected to examine carefully all instructions, conditions, forms, terms, specifications and drawings in the tender documents. Failure to comply with the requirements for tender submission will be at the tenderer's own risk. Pursuant to clause 22 of Instructions to Tenderers, tenders which are not substantially responsive to the requirements of the tender documents will be rejected.
- 5.3 All recipients of the documents for the proposed Contract for the purpose of submitting a tender (whether they submit a tender or not) shall treat the details of the documents as "private and confidential".

6 Inquiries by tenderers

- 6.1 A tenderer making an inquiry relating to the tender document may notify the Employer in writing or by telex, cable or facsimile at the Employer's mailing address indicated in the Invitation to Tender. The Employer will respond in writing to any request for clarification which he receives earlier than 7 days prior to the deadline for the submission of tenders. Written copies of the Employer's response (including the query but without identifying the source of the inquiry) will be sent to all prospective tenderers who have purchased the tender documents.
- 6.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

7. Amendment of Tender Documents

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

PREPARATION OF TENDERS

8. Language of Tender

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

9. Documents Comprising the Tender

9.1 The tender to be prepared by the tenderer shall comprise:

- i. the Form of Tender and Appendix thereto,
- ii. a Tender Security
- iii. the Priced Bills of Quantities and Schedules
- iv. the information on eligibility and qualification
- v. any other materials required to be completed and submitted in accordance with the Instructions to Tenderers.

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

10 Tender Prices

10.1 All the insertions made by the tenderer shall be made in INK and the tenderer shall clearly form the figures. The relevant space in the Form of Tender and Bills of Quantities shall be completed accordingly without interlineations or erasures except those necessary to correct errors made by the tenderer in which case the erasures and interlineations shall be initialed by the person or persons signing the tender.

10.2 A price or rate shall be inserted by the tenderer for every item in the Bills of Quantities whether the quantities are stated or not. Items against which no rate or price is entered by the tenderer will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bills of Quantities.

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

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

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

10.3 Unless otherwise specified the tenderer must enter the amounts representing 10% of the sub-total of the summary of the Bills of Quantities for Contingencies and Variation of Prices [V.O.P.] payments in the summary sheet and add them to the sub-total to arrive at the tender amount.

10.4 The tenderer shall furnish with his tender written confirmation from his suppliers or manufacturers of basic unit rates for the supply of items listed in the Conditions of Contract clause 70 where appropriate. The Employer may require the tenderer to justify such rates so obtained from the suppliers or manufacturers.

- 10.5 The rates and prices quoted by the tenderer are subject to adjustment during the performance of the Contract only in accordance with the Provisions of the Conditions of Contract. The tenderer shall complete the schedule of basic rates and shall submit with his tender such other supporting information as required under clause 70 of the Conditions of Contract Part II.
- 10.6 Contract price variations shall not be allowed within the first 12 months of the contract.
- 10.7 Where quantity contract variation is allowed, the variation shall not exceed 15% of the original contract quantity.
- 10.8 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

11. Currencies of Tender and Payment

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

12 Tender Validity

- 12.1 The tender shall remain valid and open for acceptance for a period of ninety (90) days from the specified date of tender opening or from the extended date of tender opening (in accordance with clause 7.3 ere above) whichever is the later.
- 12.2 In exceptional circumstances prior to expiry of the original tender validity period, the Employer may request the tenderer for a specified extension of the period of validity. The request and the responses thereto shall be made in writing or by cable, telex or facsimile. A tenderer may refuse the request without forfeiting his Tender Surety. A tenderer agreeing to the request will not be required nor permitted to modify his tender but will be required to extend the validity of his Tender Surety correspondingly.

13 Tender Security

- 13.1 The tenderer shall furnish as part of his tender, a Tender Security in the amount and form stated in the Appendix to Instructions to Tenderers.
- 13.2 The tender security shall not exceed 2 percent of the tender price.

- 13.3 The Tender Security shall be valid at least thirty (30) days beyond the tender validity period.
- 13.4 Any tender not accompanied by an acceptable Tender Surety will be rejected by the Employer as non-responsive.
- 13.5 The Tender Sureties of unsuccessful tenderers will be returned as promptly as possible but not later than twenty-eight (28) days after expiration of the tender validity period. The Tender Surety of the successful tenderer will be returned upon the tenderer executing the Contract and furnishing the required Performance Security.
- 13.6 The Tender Surety may be forfeited:
- a) if a tenderer withdraws his tender during the period of tender validity: or
 - b) in the case of a successful tenderer, if he fails, within the specified time limit
 - i. to sign the Agreement, or
 - ii. to furnish the necessary Performance Security
 - c) if a tenderer does not accept the correction of his tender price pursuant to clause 23.

14 No Alternative Offers

- 14.1 The tenderer shall submit an offer which complies fully with the requirements of the tender documents unless otherwise provided for in the appendix. Only one tender may be submitted by each tenderer either by himself or as partner in a joint venture. A tenderer who submits or participates in more than one tender will be disqualified.
- 14.2 The tenderer shall not attach any conditions of his own to his tender. The tender price must be based on the tender documents. The tenderer is not required to present alternative construction options and he shall use without exception, the Bills of Quantities as provided, with the amendments as notified in tender notices, if any, for the calculation of his tender price. Any tenderer who fails to comply with this clause will be disqualified.

15 Pre-tender Meeting

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

16 Format and Signing of Tenders

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

SUBMISSION OF TENDERS

17 Sealing and Marking of Tenders

- 17.1 The tenderer shall seal the original and copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY”. The envelopes shall then be sealed in an outer separate envelope.
- 17.2 The inner and outer envelopes shall be addressed to the Employer at the address stated in the Appendix to Instructions to Tenderers and bear the name and identification of the Contract stated in the said Appendix with a warning not to open before the date and time for opening of tenders stated in the said Appendix.
- 17.3 The inner envelopes shall each indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”, while the outer envelope shall bear no mark indicating the identity of the tenderer.
- 17.4 If the outer envelope is not sealed and marked as instructed above, the Employer will assume no responsibility for the misplacement or premature opening of the tender. A tender opened prematurely for this cause will be rejected by the Employer and returned to the tenderer.

18 Deadline for Submission of Tenders

- 18.1 Tenders must be received by the Employer at the address specified in clause 17.2 and on the date and time specified in the Letter of Invitation, subject to the provisions of clause 7.3, 18.2 and 18.3. Tenders delivered by hand must be placed in the “tender box” provided in the office of the Employer.

Proof of posting will not be accepted as proof of delivery and any tender delivered after the above stipulated time, from whatever cause arising will not be considered.

- 18.2 The Employer may, at his discretion, extend the deadline for the submission of tenders through the issue of an Addendum in accordance with clause 7, in which case all rights and obligations of the Employer and the tenderers previously subject to the original deadline shall thereafter be subject to the new deadline as extended.
- 18.3 Any tender received by the Employer after the prescribed deadline for submission of tender will be returned unopened to the tenderer.

19 Modification and Withdrawal of Tenders

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

TENDER OPENING AND EVALUATION

20 Tender Opening and Evaluation

- 20.1 The Employer will open the tenders in the presence of the tenderers' representatives who choose to attend at the time and location indicated in the Letter of Invitation to Tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 20.2 Tenders for which an acceptable notice of withdrawal has been submitted, pursuant to clause 19, will not be opened. The Employer will examine the tenders to determine whether they are complete, whether the requisite Tender Sureties have been furnished, whether the documents have been properly signed and whether the tenders are generally in order.
- 20.3 At the tender opening, the Employer will announce the tenderer's names, total tender price, tender price modifications and tender withdrawals, if any, the presence of the requisite Tender Surety and such other details as the Employer, at his discretion, may consider appropriate. No tender shall be rejected at the tender opening except for late tenders.
- 20.4 The Employer shall prepare minutes of the tender opening including the information disclosed to those present.
- 20.5 Tenders not opened and read out at the tender opening shall not be considered further for evaluation, irrespective of the circumstances.
- 20.6 Evaluation of tenders shall be as per the criteria provided in the Appendix to instructions to tenderers.

21 Process to be Confidential

- 21.1 After the public opening of tenders, information relating to the examination, clarification, evaluation and comparisons of tenders and recommendations concerning the award of Contract shall not be disclosed to tenderers or other persons not officially concerned with such process until the award of Contract is announced.

- 21.2 Any effort by a tenderer to influence the Employer in the process of examination, evaluation and comparison of tenders and decisions concerning award of Contract may result in the rejection of the tenderer's tender.

22 Clarification of Tenders

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

23 Determination of Responsiveness

- 23.1 Prior to the detailed evaluation of tenders, the Employer will determine whether each tender is substantially responsive to the requirements of the tender documents.
- 23.2 For the purpose of this clause, a substantially responsive tender is one which conforms to all the terms, conditions and specifications of the tender documents without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, completion timing or administration of the Works to be undertaken by the tenderer under the Contract, or which limits in any substantial way, inconsistent with the tender documents, the Employer's rights or the tenderers obligations under the Contract and the rectification of which would affect unfairly the competitive position of other tenderers who have presented substantially responsive tenders.
- 23.3 Each price or unit rate inserted in the Bills of Quantities shall be a realistic estimate of the cost of completing the works described under the particular item including allowance for overheads, profits and the like. Should a tender be seriously unbalanced in relation to the Employer's estimate of the works to be performed under any item or groups of items, the tender shall be deemed not responsive.
- 23.4 A tender determined to be not substantially responsive will be rejected by the Employer and may not subsequently be made responsive by the tenderer by correction of the non-conforming deviation or reservation.

24 Correction of Errors

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

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

- (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer, there is an obvious typographical error, in which case adjustment will be made to the entry containing that error.
- (c) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bills of Quantities, the amount as stated in the Form of Tender shall prevail.
- (d) The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the corrected builder's work (i.e. corrected tender sum less Prime Cost and Provisional Sums).
- (e) The Error Correction Factor shall be applied to all builder's work (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuations of variations.
- (f) The amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and, with concurrence of the tenderer, shall be considered as binding upon the tenderer. If the tenderer does not accept the corrected amount, the tender may be rejected, and the Tender Security may be forfeited in accordance with clause 13.

25 Conversion to Single Currency

- 25.1 For comparison of tenders, the tender price shall first be broken down into the respective amounts payable in various currencies by using the selling rate or rates of the Central Bank of Kenya ruling on the date twenty one (21) days before the final date for the submission of tenders.
- 25.2 The Employer will convert the amounts in various currencies in which the tender is payable (excluding provisional sums but including Dayworks where priced competitively) to Kenya Shillings at the selling rates stated in clause 25.1.

26 Evaluation and Comparison of Tenders

- 26.1 The Employer will evaluate only tenders determined to be substantially responsive to the requirements of the tender documents in accordance with clause 23.
- 26.2 In evaluating tenders, the Employer will determine for each tender the evaluated tender price by adjusting the tender price as follows:
 - (a) Making any correction for errors pursuant to clause 24.
 - (b) Excluding Provisional Sums and provision, if any, for Contingencies in the Bills of Quantities, but including Day works where priced competitively.
- 26.3 The Employer reserves the right to accept any variation, deviation or alternative offer. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the tender documents or otherwise result in the accrual of unsolicited benefits to the Employer, shall not be taken into account in tender evaluation.

- 26.4 Price adjustment provisions in the Conditions of Contract applied over the period of execution of the Contract shall not be taken into account in tender evaluation.
- 26.5 If the lowest evaluated tender is seriously unbalanced or front loaded in relation to the Employer's estimate of the items of work to be performed under the Contract, the Employer may require the tenderer to produce detailed price analyses for any or all items of the Bills of Quantities, to demonstrate the relationship between those prices, proposed construction methods and schedules. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in clause 29 be increased at the expense of the successful tenderer to a level sufficient to protect the Employer against financial loss in the event of subsequent default of the successful tenderer under the Contract.
- 26.6 Firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias provided that they do not sub-contract work valued at more than 50% of the Contract Price excluding provisional sums to a non-indigenous sub-contractor.
- 26.7 Preference where allowed in the evaluation of tenders shall not exceed 15%.
- 26.8 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 26.9 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 26.10 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.
- 26.11 Poor past performance shall not be used as an evaluation criterion unless specifically provided for in the appendix.

27 AWARD OF CONTRACT

Award Criteria

- 27.1 Subject to Sub-clause 27.2, the Employer will award the Contract to the tenderer whose tender is determined to be substantially responsive to the tender documents and who has offered the lowest evaluated tender price subject to possessing the capability and resources to effectively carry out the Contract Works as required in Sub-clause 2.1 and 2.2 here above.
- 27.2 The Employer reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders, at any time prior to award of Contract, without thereby incurring any liability to the affected tenderers or any obligation to inform the affected tenderers of the grounds for the Employer's action.

28 Notification of Award

- 28.1 Prior to the expiration of the period of tender validity prescribed by the Employer, the Employer will notify the successful tenderer by cable, telefax or telex and confirmed in writing by registered letter that his tender has been accepted. This letter (hereinafter and in all Contract documents called "Letter of Acceptance") shall name the sum (hereinafter and in all Contract documents called "the Contract Price") which the Employer will pay to the Contractor in consideration of the execution and completion of the Works as prescribed by the Contract.
- 28.2 At the same time that the Employer notifies the successful tenderer that his tender has been accepted, the Employer shall notify the other tenderers that the tenders have been unsuccessful.
- 28.3 Within fourteen [14] days of receipt of the Form of Contract Agreement from the Employer, the successful tenderer shall sign the form and return it to the Employer together with the required Performance Security.
- 28.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

29 Performance Guarantee

- 29.1 Within twenty eight [28] days of receipt of the notification of award from the Employer, the successful tenderer shall furnish the Employer with a Performance Security in the amount stated in the Appendix to Instructions to Tenderers and in the format stipulated in the Conditions of Contract.
- 29.2 The Performance Security to be provided by the successful tenderer shall be an unconditional Bank Guarantee issued at the tenderer's option by a reputable Bank approved by the Employer and located in the Republic of Kenya and shall be divided into two elements namely, a performance security payable in foreign currencies (based upon the exchange rates determined in accordance with clause 60(5) of the Conditions of Contract) and a performance security payable in Kenya Shillings. The value of the two securities shall be in the same proportions of foreign and local currencies as requested in the form of foreign currency requirements.
- 29.3 Failure of the successful tenderer to lodge the required Performance Security shall constitute a breach of Contract and sufficient grounds for the annulment of the award and forfeiture of the Tender Security and any other remedy under the Contract. The Employer may award the Contract to the next ranked tenderer.

30 Advance Payment

An advance payment, if approved by the Employer, shall be made under the Contract, if requested by the Contractor, in accordance with clause 60(1) of the Conditions of Contract. The Advance Payment Guarantee shall be denominated in the proportion and currencies named in the form of foreign currency requirements. For each currency, a separate guarantee shall be issued. The guarantee shall be issued by a Bank located in the Republic of Kenya, or a foreign Bank through a correspondent Bank located in the Republic of Kenya, in either case subject to the approval of the Employer.

31 Corrupt or fraudulent practices

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

SECTION III APPENDIX TO INSTRUCTIONS TO TENDERERS

Notes on the Appendix to Instructions to Tenderers

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
4	The bidder is required to visit signal/blinker sites and satisfy himself as to the prevalent conditions. In case of any doubt, the bidders may obtain the required information from Transport and Infrastructure Department during office hours and working days (9:30am- 3:30pm, Monday to Friday)
7	Addenda issued by the County Government of Mombasa shall form part of this tender document
13	The amount of Tender Security shall be Kenya Shillings One Hundred and Fifty Thousand (Kshs. 150,000.00) in form of a Banker's guarantee or an Insurance Company Guarantee issued by an insurance firm approved by the Public Procurement Regulatory Authority (PPRA), letter of credit or guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund valid for 120 days from the date of tender opening in the format provided in the tender document
16 & 17 & 20	<p>The tender prepared by the tenderers shall comprise of Technical submission FOR EACH CATEGORY Envelope "A" and Financial submission Envelope "B" which shall be put in two separate envelopes and the two envelopes shall be placed in one envelope/package.</p> <p>Only tenders that are responsive to the mandatory requirements and have attained the pass mark of 75% in the technical evaluation shall have their financial submission opened.</p> <p>After the deadline for submission of tenders, only technical submission will be opened on the date of tender opening.</p> <p>Envelope A shall contain the Technical submission and shall be clearly marked "Envelope A – Technical Submission". Envelope A shall contain NO indication of the tender price or other financial information of the bid and: -</p> <ol style="list-style-type: none"> 1. Shall have a table contents page clearly indicating Sections and Page Numbers (Mandatory). 2. Shall have pages in the whole document numbered in the correct sequence. In addition, the whole submission shall be serialized numerically including all appendixes and attachments (Mandatory). 3. Shall be firmly bound and should not have any loose pages (Mandatory). 4. Shall be signed (where signatures are required) by a duly authorized representative as evidenced by a Power of Attorney (Mandatory).

Note: THIS IS A MANDATORY REQUIREMENT AND TENDERS NOT COMPLYING TO ITEMS (1), (2), (3) AND (4) ABOVE SHALL BE DISQUALIFIED.

The **Technical submission** shall contain the following documents; clearly marked and arranged in the following order; -

- i. Particulars of Tendering Company including the Company background, statutory registration documents to include Registration/ Incorporation Certificate, CR12, Valid & Current County Single Business Permit, and a Valid & Current Tax Compliance or Tax-Exempt Certificate from Kenya Revenue Authority (**Mandatory**).
- ii. Valid and current Registration with National Construction Authority (NCA) as 'Electrical Engineering'. NCA 7 (**Mandatory**).
- iii. Duly filled and signed Confidential Business Questionnaire (**Mandatory**).
- iv. Duly filled and signed Declaration Form (**Mandatory**).
- v. Duly filled and signed Anti-Corruption Declaration Commitment/ Pledge (**Mandatory**).
- vi. Tender security (**Mandatory**).
- vii. Written undertaking that the tenderer shall submit only one tender/bid and will not be associated or jointly be associated with any other bidder that submits a bid in this tender (**Mandatory**).

Note: A bid that fails to comply with this requirement in item (vii) will lead to disqualification.
- viii. Experience in previous and/or on-going works in the bided category.
- ix. Bidders **MUST** provide the Contract Prices and copies of Completion or Final Certificates, names and addresses of clients who may be contacted for further information on these contracts for each of the works provided to be considered.
- x. Major items of installation and maintenance equipment proposed to carry out the Contract and detail of whether they are owned, leased or to be hired (*provide evidence of ownership/ lease*).
- xi. Qualifications and experience of the following technical personnel and their CVs and copies of certificates:
 - Team Leader
 - Site Engineer

- Technician

- xii. Written undertaking in bidder's letter head that the staff and major equipment / plant proposed shall be available for the entire duration of the contract
- xiii. Certified copies of Audited Financial reports for the last three years i.e 2015, 2016 and 2017 or 2016, 2017 and 2018.
- xiv. Written Undertaking that the tenderer shall abide by the negotiated rates to be arrived at after the time of contract award through averaging the rates of the lowest evaluated bidders, subject to prevailing market rates (**Mandatory**).
- xv. Commitment letter addressed to the County Secretary stating that the bidder shall at all times observe road safety requirements when working (**Mandatory**).
- xvi. Detailed breakdown of sources of procurement of all materials and equipment i.e. street luminaires, signal controllers, CPU card, signal aspects, cables, count down Timers, poles etc., indicating whether obtained through own manufacturing or purchased from the market
- xvii. An undertaking to the effect that the bidder shall not have any objection, in case the County desires to increase the number of vehicles/personnel for effective maintenance and installations if need arises (**Mandatory**)
- xviii. Duly filled and completed Details of Sub Contractor Information Form along with accompanying information as follows if applicable. Indicate if the company is foreign or local and its ability in traffic engineering, development and up-gradation of signal technology (Bidders shall be required to state if this requirement does not apply to their bid):
 - a. Evidence of works of similar nature and size for at least two years for each Sub Contractor
 - b. CVs of the technical staff for each Subcontractor
 - c. Copies of Certificate of Registration for each Subcontractor with National Construction Authority.
- xix. Written undertaking that the Subcontractors proposed will be available for the whole duration of the contract

Envelope B shall contain: -

- i. Completed Form of Tender
- ii. Priced Bills of Quantities

Evaluation Criteria:

Technical proposals shall be subjected to the following evaluation criteria:

1) Qualifications and experience of at least three key site management / technical personnel and their signed CVs and copies of certificates **(35 marks)**:

(a) Team Leader **(20 Marks)**

- Relevant Degree from a recognized institution of higher learning.
- A minimum of 10 years' experience in similar assignments
- Good communication and management skills

(b) Engineer **(10 Marks)**

- Must possess a relevant Degree/Diploma from a recognized institution of higher learning.
- At least 5 years relevant experience

(c) Technician **(5 Marks)**

- Must possess a relevant Diploma/Artisan
- at least 5 years' experience
- Copies of Trade Certificates for artisans.

2) Copies of relevant Brochures, Drawings and Technical Data for each category. The Drawings should be legible, and the dimensions should be clearly marked. **(10 Marks)**

3) Detailed Mobilization Plan & Detailed Construction Schedule. This should be clear and demonstrate/indicate for each activity for period not exceeding 6 months. **(10 Marks)**

- Indicate mobility of personnel i.e. Vehicle allocation and transport modes
- Work, duties and staffing i.e. equipment needed for each assignment and staff allocated and each timeline.
- Repair periods and time taken for responses

4) Previous works undertaken. At least two referees minimum and the scale of works performed. **(25 marks)**

*Bidders **MUST** provide the Contract Prices and copies of Completion or Final Certificates, names and addresses of clients who may be contacted for further information on these contracts for each of the works provided to be considered, Also attach reference letter or LPOs, Inspection and acceptance certificates or completion certificates*

5) Submission of evidence of an established safety program, policies and work practices **(5 Marks)**

6) Certified copies of Audited Financial reports for the last three years 2016, 2017 and 2018 or 2015, 2016 and 2017. **(15 marks)**.

a. Liquidity ratios $CA/CL \geq 1:1 = 5 \text{ marks}$

- $CA/CL \geq 0.5:1 = 3 \text{ marks}$

- $CA/CL < 0.5 = 2 \text{ marks}$

b. Gearing ratios not more than 50% = 5 marks

	<ul style="list-style-type: none"> • 50% - 99% = 3 marks • 100% and above = 1 marks <p>c. Profitability ratios 10% and above = 5 marks</p> <ul style="list-style-type: none"> • 5% - 9% = 3marks • Below 5% - 1 mark <p><i>These calculations will be arrived at on averaging the three years</i> <i>The bidders shall be required to score a minimum of 75 out of 100 marks to qualify for opening of the financial envelopes (envelope B)</i></p>
27	<p>The Procuring Entity shall use the rates of the lowest quoted ten (10) or less firms as per the bidder's turnout. The prices shall be averaged and used by the qualified firms.</p>

SECTION IV

CONDITIONS OF CONTRACT (Including erection on site) PART I – GENERAL CONDITIONS

PART I – General Conditions, shall be those forming Part I of the “Conditions of Contract for Electrical and Mechanical Works – Including Erection on Site, Third Edition 1987, re-printed 1988 with Editorial Amendments” prepared by the Federation International des Ingenieurs – conseils (FIDIC). The Conditions are subject to variations and additions set out in Part II hereof entitled “Special Conditions”.

- i. The Special Conditions take precedence over the General Conditions of Contract.
- ii. Copies of the FIDIC Conditions of Contract can be obtained from:

FIDIC Secretariat
P.O.Box 86
1000 Lausanne 12
Switzerland

Fax: 41 21 653 5432
Telephone 41 21 653 5003

APPENDIX TO CONDITIONS OF TENDER

Item	Clause	Data
Percentage to cover professional fees (for insurance purpose only)	13.1	NIL
Name of Contractor's surety	16.1	A Bank or Insurance firm listed and allowed by the PPOA of Kenya
Amount of surety	16.1	1% of the value of work allocated
Name of employer's surety	16.2	N/A
Amount of surety	16.2	1% of the value of work allocated
Period of submission of program	18.1	7 Days after award of contract.
Period for possession of site	20.1	To be agreed on award
Contract period	20.2	As stated in the form of tender
Date for commencement of works	20.2	To be agreed on award
Date for practical completion	20.2	To be determined by the commencement date and contract period
Name of the bank for purpose of interest calculation	31.14 32.4.5 34.6	Central Bank of Kenya
Interval for application of payment certificates	34.1	N/A
Minimum amount of payment certificate	34.4	As per valuation
Percentage of certified value retained	34.12	10%
Limit of retention fund	34.12	5%
Periods for release of interest on retention money to the contractor	34.15	N/A
Period of final measurement and valuation	34.17	Within three months after practical completion
Defects liability period	41.6	Six months after practical completion

Signed by the said:

EMPLOYER

CONTRACTOR

The following should be carried out before, during and after the contract

- i. The contractor to induct his/her employees and subcontractors about the safety plan for this job
- ii. Have appropriate isolation barriers put in place and appropriate signage.
- iii. The contractor agrees to provide adequate supervision for all their workers
- iv. The contractor to secure vehicles, equipment and materials during and after work

SECTION VI – SPECIFICATIONS

CATEGORY A, B AND C

STREET LIGHTING LUMINAIRE

TECHNICAL SPECIFICATION FOR LED STREET LIGHT

1. Input voltage : 90 V to 270 V
2. LED lamp efficacy : Min 130 to 150 lumens/watt
3. Power factor : >0.90
4. Life expecting : 50,000 hours
5. No of hours usage / day : 10 to 12 hours/day
6. LED type : High power LED (1 Watt)
7. Working Humidity : 10% to 90%
8. Color Temperature : 4,500 to 7,000 K **with test certificate**
9. Ingress protection : IP 65/IP 66 **as per IS/IEC60529-2001 with test certificate.**
10. Total harmonic distortion (THD): < 15% **with test certificate**
11. Color rendering index : Ra > 80
12. Working Temperature : 20 deg to 50 deg C
13. Average lighting/ beam angle : 120 to 160 deg
14. Control Circuit : Compatible to LED
15. Lamp starting time : Not more than 5 sec
16. Energy consumption : Not more than 1.2 times at rated voltage
17. System power efficiency : > 85 %
18. Luminary Casing : Pressure die cast Aluminum with toughened glass cover and waterproof fixture
19. LED thermal management : LED shall be mounted on heat sink conductive aluminum with fins to dissipate the heat to ambient air
20. Pole entry/ Retro fitting : Suitable for fixing in existing lighting pole (30 mm to 55 mm dia with bracket and locking bolt & nut.
21. Applicable Standard : IESNA LM 79 **for fixture and with stand to wind velocity 150 mph with test certificate**
22. Electrical connector : Connecting wires with minimum one-meter length
23. Warranty : 1 Years

Ballast

- i. Ballasts shall comply to IEC 61000-3-2, IEC 61347-2-12, IEC 61000-3-3:2001, IEC 61347-1, IEC 61347-2-1, IEC 61347-2-8, IEC 61347-2-9, IEC 60921 and IEC 60923.
- ii. Vacuum impregnated ballasts shall be constructed in such a manner that the lamination is engaged within a galvanized steel cover
- iii. Ballasts shall be of the encapsulated or vacuum impregnated type. The process of vacuum impregnation shall be such that the interstices of the windings are completely filled with the impregnating material. Connections shall be brought out to a suitable brass screw terminal block mounted on the ballast housing. Terminal blocks with steel screws will not be acceptable.

Capacitors

- i. Capacitors shall comply with IEC 61048 and IEC 61049 and shall bear the IEC mark.
- ii. Capacitors shall only be connected to the primary (line) side of transformer ballasts. After connection of the power factor correction capacitor, the power factor shall not be less than 0,85 (lagging).
- iii. All capacitors shall be fully encapsulated and filled with self-extinguishing resin.

Ignition Devices

- i. Ignitors shall comply with IEC 60927:2005. Ignitors shall be of the superimposed-pulse solid-state electronic trigger type.
- ii. Ignitors shall be of the standard type to allow striking of the lamp without switching the power off after replacement of a faulty ignitor.
- iii. Ignitors shall be suitable for operating any make of lamp in conjunction with any make of ballast at temperatures up to 90 °C. The ignitor shall be connected in series with the ballast and installed between the ballast and lamp holder. Systems that operate with the ignitor in parallel with the lamp, or with special tapped ballasts, will not be acceptable.

High pressure sodium (HPS) lamp

Shall comply with IEC 60662 and IEC 62035

Miniature Circuit Breaker

Shall comply with IEC 60898-1 for street lighting application

Contactors

Shall be two poles on a single-phase ac supply in compliance with IEC 61095 and 60947-4-1 standards

Cables

Shall conform to IEC 60228, BS 6004, and KS04-194

Luminaires

Manufactured to IEC 60598-1, IEC 60598-2-3, IEC 60235 and 60662 standards IP rating shall not be less than IP 65 in accordance with IEC 60529

Photocell Timer Switching Device

1) GENERAL:

The Switching Device shall automatically switch ON and OFF the outdoor lights based on ambient light sensing. It shall be suitable for direct installation in a 2 wire Single-Phase AC circuit. It shall be sealed in an enclosure conforming to IP65. Its input operating voltage range shall be 150 to 300 Volt AC and it shall be able to withstand an input fault voltage of 440 Volt AC and surge voltage of 6kV. It shall be capable of Switching a light load current of 40 Amps AC.

2) OPTICAL SENSOR:

The optical sensor shall have stable calibration for reliable performance over time and varying ambient temperature. It shall be sealed in an FR grade plastic enclosure conforming to IP 65. The sensor should be located behind a vertical wall to avoid accumulation of dust etc. It shall switch ON the lighting load at dusk and shall have a provision to switch OFF the lighting load after a set duration or at Dawn. The Switching Device shall also have a provision to set the lighting load to continuous ON or continuous OFF mode to facilitate maintenance.

- Illuminance for Switching ON - <60 lux for >30 seconds

CATEGORY D INSTALLATION OF HIGH MAST LIGHTING

TECHNICAL SPECIFICATION FOR THE MAST LIGHTING

1.0 SCOPE

The scope of this specification covers the supply, installation, testing and commissioning of the complete lighting system, using Raising and Lowering type of High Mast Towers or Low Mast Towers including the Civil Foundation Works. The tenderer to connect the mast to grid power if the mast is within an existing low voltage network as well as seek the necessary approvals from the Kenya Civil Aviation Authority. However, if the mast is far from a low voltage network, the owner will provide the supply point and the feeder cable of the required size, up to the bottom of the high mast. However, all items required for the safe and efficient operation and maintenance of the lighting system, including the high mast, whether explicitly stated in the following pages or not, shall be included by the contractor.

It is the responsibility of the bidder to supply and erect all items and all labor that are included and necessary for the completion of the work whether specifically mentioned or not.

2.0 HIGH MAST

2.01 Structure

The High mast shall be of continuously tapered, polygonal cross section, at least 12 sided, presenting a good and pleasing appearance and shall be based on proven In-Tension design conforming to SABS 0225 code of practice, to give an assured performance, and reliable service. The structure shall be suitable for wind loading of 144km/hr.

2.02 Construction

The mast shall be manufactured using special steel plates, conforming to BS-EN10-025(High tensile steel sheets) and shall be delivered in multiple sections of effective length 10 meters. Thus, a 20m mast shall be delivered in two sections to site. Each section shall be fabricated out of single plate duly folded and welded. ***There shall be only one longitudinal seam weld per section.*** Section with more than one weld, circumferential or longitudinal, shall not be accepted. At site the sections shall be joined by slip-stressed-fit method. No site welding or bolted joint shall be done on the mast. The minimum overlap distance shall be 1.5 times the diameter at penetration. The minimum top diameter shall be 150mm. Bottom diameter and plate thickness shall be as per the structural requirements. Detailed design calculation of the mast shall be submitted for verification.

The mast shall be provided with fully penetrated flange, which shall be free from any lamination or incursion. The welded connection of the base flange shall be fully developed to the strength of the entire section. The base flange shall be provided with supplementary gussets between the blowholes to ensure helical stress concentration. For the environmental protection of the mast, the entire fabricated mast shall be hot dip galvanized, internally and externally, having a uniform average thickness of 86 microns for plate more than 5 mm and 70 microns for less than 5 mm. Galvanizing shall be done in single dipping method for better adhesion and life.

3.01 Door Opening

An adequate door opening shall be provided at the base of the mast and the opening shall be such that it permits clear access to equipment like winches, cables, plug and socket, etc. and also facilitate easy removal of the winch. The door opening shall be complete with a close fitting, vandal resistant, weatherproof door, provided with a heavy-duty double internal lock with special paddle key.

The door opening shall be carefully designed and reinforced with welded steel section, so that the mast section at the base shall be unaffected and undue buckling of the cut portion is prevented. Size of door opening shall not be more than 1200 X 250 mm. to avoid buckling of the mast section under heavy wind conditions.

3.02 Dynamic Loading for the Mast

The mast structure shall be suitable to sustain an assumed maximum reaction arising from a wind speed of 144km/hr as per and shall be measured at a height of 10 meters above ground level.

3.03 Fabrication

A fabricated Lantern Carriage shall be provided for fixing and holding the flood light fittings and control gear boxes. The Lantern Carriage shall be of special design and shall be steel tube construction, the tubes acting as conduits for wires, with holes fully protected by grommets. The Lantern Carriage shall be so designed and fabricated to hold the required number of flood light fittings and the control gear boxes and also have a perfect self-balance. The Lantern Carriage shall be fabricated in two halves and joined by bolted flanges with stainless steel bolts and nylon type stainless steel nuts to enable easy installation or removal from the erected mast. The inner lining of the carriage shall be provided with protective PVC arrangement, so that no damage is caused to the surface of the mast during the raising and lowering operation of the carriage. The entire Lantern Carriage shall be hot dip galvanized after fabrication.

3.04 Junction Box

Weatherproof junction box, made of Cast Aluminum shall be provided on the Carriage Assembly as required, from which the inter-connections to the designed number of the flood light luminaries and associated control gears fixed on the carriage shall be made.

3.05 Raising and lowering mechanism

For the installation and maintenance of the luminaries and lamps, it will be necessary to lower and raise the Lantern Carriage Assembly. To enable this, a suitable Winch Arrangement shall be provided, with the winch fixed at the base of the mast and the specially designed head frame assembly at the top. The lantern carriage assembly shall reach 1 M from the base of the mast for easy access. There shall be provision to disconnect the main towing cable going to Lantern carriage before starting to lowering mechanism.

3.06 Winch

The winch shall be of completely self-sustaining type, without the need for brake shoe, springs or clutches. Individual drum also should be operated for fine adjustment of lantern carriage. The capacity, operating speed, safe working load, recommended lubrication and serial number of the winch shall be clearly marked on each winch.

The gear ratio of the winch shall be 53: 1. However the minimum working load shall be not less than 750 kg. The winch shall be self-lubricating type by means of an oil bath and the oil shall be readily available grades of reputed producers.

The winch drums shall be grooved to ensure perfect seat for stable and tidy rope lay, with no chances of rope slippage. The rope termination in the winch shall be such that distortion or twisting is eliminated and at least 5 to 6 turns or rope remains on the drum even when the lantern carriage is fully lowered and rested on the rest pads. It should be possible to operate the winch manually by a suitable handle or by an integral power tool. It shall be possible to remove the double drum after dismantling, through the door opening provided at the base of the mast. A test certificate shall be furnished by the Contractor from the original equipment manufacturer, for each winch in support of the maximum load operated by the winch.

3.07 Head Frame

The head frame which is to be designed as a capping unit of the mast, shall be of welded steel construction, galvanized both internally and externally after assembly. The top pulley shall be of appropriate diameter, large enough to accommodate the stainless-steel wire ropes and the multi-core electric cable. The pulley block shall be made of non-corrodible material and shall be of die cast Aluminum Alloy (LM-6). Pulley made of synthetic materials such as **Plastic or PVC are not acceptable**. Self-lubricating bearings and stainless-steel shaft shall be provided to facilitate smooth and maintenance free operation for a long period. The pulley assembly shall be fully protected by a canopy galvanized internally and externally.

Close fitting guides and sleeves shall be provided to ensure that the ropes and cables do not get dislodged from their respective positions in the grooves. The head frame shall be provided with guides and stops with PVC buffer for docking the lantern carriage

3.08 Stainless Steel Wire Ropes.

The suspension system shall essentially be without any intermediate joint and shall consist of only non-corrodible stainless steel of grade 316.

The stainless wire ropes shall be of 7/19 construction, the central core being of the same material. The overall diameter of the rope shall not be less than 6 mm. The breaking load of each rope shall not be less than 2350 kg giving a factor of safety of over 5 for the system at full load. The end constructions of ropes to the winch drum shall be fitted with talurit. The thimbles shall be secured on ropes by compression splices. Two continuous lengths of stainless wire ropes shall be used in the system and no intermediate joints are acceptable in view of the required safety. No Intermediate joints/terminations, either bolted or else, shall be provided on the wire ropes between winch and lantern carriage.

3.09 Electrical System, Cable and Cable Connections

A suitable terminal box shall be provided as part of the contract at the base compartment of the high mast for terminating the incoming cable. The electrical connections from the bottom to the top shall be made by special trailing cable. The cable shall however be of the flexible, unarmored type, with “Nital” insulation. Size of the cable shall be minimum 5 core 4 sq mm copper.

There shall be two cables per mast, one for essential supply and the other for non-essential supply. The cable shall be of reputed make. At the top there shall be two weatherproof junction boxes to terminate the trailing cable. Connections from the top junction box to the individual luminaires shall be made by using 3 core 1.5 sq. mm. flexible PVC cables of required make. Also, suitable provision shall be made at the base compartment of the mast to facilitate the operation of internally mounted, electrically operated power tool for raising and lowering of the lantern carriage assembly. The trailing cables of the

lantern carriage shall be terminated by means of specially designed, metal clad, multi pin plug and socket provided in the base compartment to enable easy disconnection when required.

3.10 Power Tool for the winch

A suitable, high-powered, electrically driven, internally mounted power tool, with manual over ride shall be supplied for the raising and lowering of the lantern carriage maintenance purposes. The speed of the power tool shall be to suit the system. The power tool shall be single speed, provided with a motor of the required rating. The power tool shall be supplied complete with suitable control. The capacity and speed of the electric motor used in the power tool shall be suitable for the lifting of the design load installed on the lantern carriage.

The power tool mounting shall be so designed that it will be not only self-supporting but also aligns the power tool perfectly with respect to the winch spindle during the operations. Also, a handle for the manual operation of the winches in case of problems with the electrically operated tool, shall be provided and shall incorporate a torque limiting device.

The power tool operation shall always be through a separate torque-limiting device to protect the wire ropes from over stretching. It shall be mechanical with suitable load adjusting device. The torque limiter shall trip the load when it exceeds the adjusted limits. There shall be suitable provision for warning the operator once the load is tripped off. The torque limiter is a requirement as per the relevant standards in view of the overall safety of the system. Each mast shall have its own power tool motor. The motor shall have overload relay and fuse protection

3.11 Lightning Finial

One number heavy duty hot dip galvanized lightning finial shall be provided for each mast. The lightning finial shall be minimum 1.2 M in length and shall be provided at the Centre of the head frame. It shall be bolted solidly to the head frame to get a direct conducting path to the earth through the mast. The lightning finial shall not be provided on the lantern carriage under any circumstances in view of safety of the system.

3.12 Aviation Obstruction Lights, lightning Arrester and Marking

Suitable Aviation Obstruction Lights & lightning arrester of reliable design and reputed manufacturer shall be provided on top of mast. The masts shall also be marked with the required colors as per the requirements of the Kenya Civil Aviation Authority.

3.13 Earthing Terminals:

Suitable earth terminal using 12mm diameter stainless steel bolts shall be provided at a convenient location on the base of the Mast, for lightning and electrical earthing of the mast.

3.14 Feeder Pillar

Each mast shall be provided with a feeder pillar fabricated and finished with two coats of red oxide primer and gray enamel paint of shade 631 of IS-5. The feeder pillar shall comprise of two compartments, one for essential supply and the other for non-essential supply. Switchgears shall be to suit the power loading. The motor shall also house control contractors for the power tool motor.

3.15. Incoming Power Cable.

A cable of size 4 X 16 sq.mm. Aluminum conductor, armored cable for power supply and 4 X 1.5 sq.mm. Copper conductor Armored cable for motor supply shall be provided to the base compartment of the high mast. Cable shall be taken to the base compartment of the high mast through the provision made in the foundation. Power cable of suitable size up to the supply point shall be provided by purchaser.

3.16 Luminaires.

Luminaires shall be specially designed with cast aluminum housing suitable lamp housing and control gears for the LED lamps. The luminaires shall be tested, and test reports shall be submitted along with the materials. The luminaires shall be suitable for installation on high masts.

3.17 Height and type of mast.

20M Railow HD Galvanized masts of symmetrical orientation.

3.18 Foundation for high mast

The scope also includes supplying all materials and casting of RCC foundation along with necessary anchor bolts etc. **The detailed drawing for the foundation should be submitted for approval by COUNTY before starting of the work.**

The contractor will be required to seek approval before casting the foundation.

3.19 Timers

The timers shall be single phase (230V AC) version in single frame size capable of carrying a load of 6 KW to 12KW manufactured to IEC 60439-3.

The timers shall allow one to set the ON and OFF time. The switching of the mast lights shall be repeated every day as per the set time through Programmable 24 hours' time switch / programmable astronomical time switch. The program shall consist of a closing time and an opening time for a circuit.

The timers shall have a programmable time switch that shall automatically adjust the set time along with seasonal variation to control ON/OFF for lighting on purpose of realizing that light is turned ON when sun sets and turned OFF when sun rises. This time switch is programmed on latitude base for whole year for sun rise and sun set timing. The timer selection mode shall be by Auto or Manual Selector switch

CATEGORY E

NEW TRAFFIC SIGNAL LIGHTS AND CONTROLLER INSTALLATION

NAME OF THE PRODUCT: Traffic Signal Light -300 mm	
PRODUCT DEFINITION: The traffic light is used to control the flow of vehicles through the Roads. Red signal indicates, “Stop” & Green signal indicates, “Go” and Amber signal indicates a warning for change over to one of the signals (Red & Green).	
Specification	
Technology – Light Emitting Diode (LED)-super bright	
Housing	STANDARD Moulded -300mm
Housing Material	Plastic-Poly Carbonate
Hood(visor)	Plastic-Poly Carbonate
Type of Signal Head	3 Aspect
Color Aspect	Red, Amber and Green Arrow
Lens for LED Kit	Clear Lens
LED	
LED	High Luminous, 5mm, water clear LEDs
LED Retrofit Dia.	300 mm ($\pm 10\%$) as per international standard
LED Intensity	Red: >6000 mcd Amber > 6000 mcd Green: >12000 mcd
Wavelength -Typical	640 ± 5 nm (Red), 595 ± 4 nm (Amber), 505 ± 4 nm (Green)
Light Intensity (Brightness)	≤ 400 cd
NO. Of LEDs	144 Nos. (Minimum) For Red Ball & Amber Ball 66 Nos. (Minimum) For Green Arrow
LED forward current	20Ma
PIV Protection	Reverse/over voltage protection for LED Chains
PCB protection	Fire Retardant, FR4/FR2 Printed Circuit Board with protective cover and plain polycarbonate Lens.
Power	
Power Input	2 VDC
	SMPS Power supply
Power Consumption	10W maximum
Surge Protection	Built-in regulated Power Supply with surge suppressor & over current /over voltage protection
Power Factor	>0.9
Mounting	Pole mounted, on island on right hand side of traffic direction

Power Supply	SMPS
Enclosure	
Enclosure/Body	Materials: Plastic Polycarbonate Size: 350 mm L X 350mm H Hood: Sun Hood-plastic-polycarbonate Finish: Black -smooth finish/grayish black Mounting: Pole Mounting from back and side Front: Acrylic with good fitment to enclosure
Viewing Angle	>23 °
Visibility	300 meters
Dimming	Night Dimming facility available (optional)
Environmental	<input type="checkbox"/> Operating Temperature: -10 °C to +60 ° C <input type="checkbox"/> Humidity: 95% RH <input type="checkbox"/> Designed as per IP 65 ratings (the LED Kit has been made as a beam type and conforms to IP 65 ratings.)
Humidity	5-95%
MTBF	>80000 Hours
MTTR	20-30 Minutes

NAME OF THE PRODUCT: Pedestrian Signal Light -300 mm	
PRODUCT DEFINITION: A pedestrian crossing or crosswalk is a place designated for pedestrians to cross a road. Crosswalks are designed to keep pedestrians together where they can be seen by motorists, and where they can cross most safely across the flow of vehicular traffic.	
Specification	
Technology – Light Emitting Diode (LED)-super bright	
Housing	STANDARD Moulded -300mm
Housing Material	Plastic-Poly Carbonate
Hood(visor)	Plastic-Poly Carbonate
Type of Signal Head	2 Aspect
Color Aspect	Red Man & Green Man (Static)
Lens for LED Kit	Clear Lens
LED	
LED	High Luminous, 5mm , water clear LEDs
LED Retrofit Dia.	300 mm ($\pm 10\%$) as per international standard
LED Intensity	Red: >6000 mcd & Green: >12000 mcd
Wave Length -Typical	640 \pm 5nm (Red) & 505 \pm 4nm (Green)
Light Intensity(Brightness)	≤ 400 cd
No. Of LEDs	48 Nos (Minimum)
LED forward current	20mA
PIV Protection	Reverse/over voltage protection for LED Chains
PCB protection	Fire Retardant, FR4/FR2 Printed Circuit Board with protective cover and plain polycarbonate Lens.
Power	
Power Input	12 VDC SMPS Power supply
Power Consumption	10W maximum
Surge Protection	Built-in regulated Power Supply with surge suppressor & over current /over voltage protection
Power Factor	>0.9
Mounting	Pole mounted, on island on right hand side of traffic direction
Power Supply	SMPS
Enclosure	
Enclosure/Body	Materials: Plastic Polycarbonate Size: 350 mm L X 350mm H Hood: Sun Hood-plastic-polycarbonate Finish: Black -smooth finish/grayish black Mounting: Pole Mounting from back and side Front: Acrylic with good fitment to enclosure
Viewing Angle	>23 °
Visibility	300 meters
Dimming	Night Dimming facility available (optional)
Environmental	<ul style="list-style-type: none"> • Operating Temperature : -10 °C to +60 ° C • Humidity: 95% RH • Designed as per IP 65 ratings (the LED Kit has been made as a beam type and conforms to IP 65 ratings.)
Humidity	5-95%
MTBF	>80000 Hours
MTTR	20-30 Minutes
Termination	<ul style="list-style-type: none"> • Quality grade connector

NAME OF THE PRODUCT: COUNT DOWN TIMER (REVERSE COUNT TIMER)**Specification**

Technology – Light Emitting Diode (LED)-super bright

Type of Signal Head	Single in Standard Cabinet
Color Aspect	Dual Color (Red & Green)
Maximum Count	0-199
Display	2½ Digit
Display Color	Double color (Red & Green)
Digit Size/Character Height	9" ± 1"
Overall Size of Enclosure	345mm x 420mm x 85mm with metal cabinet
Input Signal	Lamp drive input (Red, Amber, and Green) derived from main signal group of a Fixed Time Traffic Controller
Input sensing time	2 to 3 Cycles
Sensing sequence	Activated only at the start of Green signal stage. Recording of signal stage timing in first cycle, confirmation of timing in second/verification in the third cycle & display of balance timing in fourth cycle.
Humidity	95%
Methodology	Can Work with Any traffic controller – fixed time / multiple days plan. (In Built computing & sensing microcontroller unit – Time detection from traffic Signal Light only – no communication Required)
Visibility	> 100 meter.
Viewing Angle	At least 20 degrees from the central axis in either direction
LED Intensity	Red & Green more than 6000 mcd
Mounting	Pole mountable/Retrofit to existing Signals
Operating Voltage	12 V DC
Power Consumption	10W maximum
Operating Temperature	-5 degree C to +65 degree C
Mode of Counting	Lamp drive signal (Red, Green, and Amber) derived from main signal group of Traffic controller used as input signal; sensing Red, Green, Amber signals in first cycle and confirmation of

	timing in second cycle; Microcontroller based system design.
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CATEGORY F

ANNUAL MAINTENANCE CONTRACT OF TRAFFIC SIGNALS, CONTROLLER MODEL NO. EMTC-09

Manufacturer/authorized dealers/ service agencies dealing with the subject can quote their rates for providing effective and proper maintenance including all spares with guarantee as per **SECTION VII (BILL OF QUANTITIES)**, on the following terms & conditions: -

ELIGIBILITY/TECHNICAL EXPERIENCE

1. All signal aspects (Poly carbonate/Mild Steel) and other items shall conform to the international standards. If the bidder has acquired any ISO series of standard for maintenance/service to be provided in the field of Traffic and Transport, the bidder shall quote the same (if any).
2. Bidders shall have a team of expert traffic engineers, who possess good knowledge of the traffic conditions and can design the total signalization for intersections and areas. This will involve time study, traffic volume counts, traffic flow pattern etc. as well as thorough technical knowledge of the whole traffic signaling system.
3. The bidder shall have commensurate mobile van with cantilever equipment (mobile lift) for efficient maintenance of traffic signals/blinkers in entire County.
4. Before tendering, the bidder shall visit signal/blinker sites and satisfy himself as to the prevalent conditions. In case of doubt, the bidders may obtain the required information from Transport & Infrastructure Department, maybe which not in any way influence the tender, as no claim what-so-ever ought to be entertained for any alleged ignorance, after the tender is opened.
5. The bidders shall be capable enough to maintain various types of signals presently installed and functioning in the County. The technical specification of the street furniture of traffic light signals/blinkers is enclosed at **Appendix – ‘I’**.
6. The bidder should furnish the following information: -
 - (i) Mention the number of years the bidder company is in the business of Road Traffic signals/blinkers as **Annexure -I**.
 - (ii) Whether their company is registered under Company’s Act or otherwise. In first case, memorandum of association shall be appended and marked as **Annexure - II**.
 - (iii) List of professionals, along with the bio data of Engineers and Technicians attached to traffic signal business with their educational and technical

qualifications, present designation and place of posting shall be appended as **Annexure - III**.

- (iv) List of staff to be put on work of signals/blinkers in the County operations shall be appended as **Annexure - IV**.
- (v) Whether the bidder company has continuous liaison with a reputed/expert indigenous or foreigner(s) (with interdisciplinary traffic engineering personnel) for development and up-gradation of signal technology required for synchronizing signaling system and working in advanced form of Traffic Control System. If yes, Bidder Company shall write the name of expert agency(s) with documentary proof or agreement copy and their experience, in this regard, be appended as **Annexure -V**.
- (vi) Indicate the details regarding application software(s) to be utilized for achieving synchronization for the corridor optimization at isolated junctions and all relevant details be appended as **Annexure - VI**.
- (vii) The bidders should have minimum experience of **3 years** in supply, installation and maintenance of **signals** including maintenance of Microprocessor based traffic signal controller with solid-state device. An authentic proof, in this regard, be appended as **Annexure - VII**.
- (viii) Specify the mode of mobility to be provided to the engineers, technicians, helpers and servicing teams separately, in each case, to reach the fault location, in the shortest possible time along with details of available vehicles with their make, model and Registration Number etc., the information, in this regard, be appended as **Annexure - VIII**.
- (ix) The source of procurement of signal controllers, blinkers controller, pelican controller, CPU card, aspects (MS or Polycarbonate/FRP/LED, etc.) cable, DER Timers, poles etc. by the bidder with clarification whether the same is of their own manufacturing or purchase from market by giving relevant specifications code for all items, (if applicable), be furnished as **Annexure - IX**.
- (x) Indicate Research and Development (R&D) facilities (in house as well as with outside agency) to effect continuous improvement in technology for road traffic signaling system required from time to time. The certificates/MOU with detail, in this regard, be appended as **Annexure - X**.
- (xi) An undertaking to the effect that they shall not have any objection, in case the department desires to increase the number of vehicles/personnel etc. for effective maintenance services and they shall act accordingly be furnished as **Annexure - XI**.

- (xii) A detailed list of new products, introduced by them, indigenously or under memorandum of understanding with foreign reputed agency(s), separately, in each case, for the last 3 years, if any with their installation details be furnished as **Annexure – XII.**
- (xiii) Whether the bidders have experience in cable/cable less synchronization and also optimization of isolated signal junctions? If yes, number of installations in each category done, shall be given along with other details like software, communication, protocol etc. with names of cities, where such installations have been carried out be appended as **Annexure - XIII.**
- (xiv) List of projects executed by the bidder company during the last **3 years** by giving total value of such projects shall be appended as **Annexure – XIV.**
- (xv) An undertaking that the bidder has the sufficient infrastructure and capability to keep/store the material of signals/blinkers be given as **Annexure – XV**
- (xvi) An organizational chart of the bidder's company to tackle the challenging task of installing and maintaining of traffic signals/blinkers, ATC system etc. be appended as **Annexure - XV**

SECTION VII BILLS OF QUANTITIES

CATEGORY A

RATES FOR SUPPLY OF STREETLIGHTING LUMINAIRE INCLUSIVE OF VAT

ITEM	DESCRIPTION	UNIT	RATE
1	Supply of hps 150w bulb E27/E40	no.	
2	Supply of hps 250w bulb	no.	
3	Supply of hps 400w bulb	no.	
4	Supply of 70-400w ignitors	no.	
5	Supply of E27 porcelain holder	no.	
6	Supply of E40 porcelain holder	no.	
7	Supply of hps 150w copper ballast	no.	
8	Supply of hps 250w copper ballast	no.	
9	Supply of hps 400w copper ballast	no.	
10	Supply complete 150w hps street luminaire	no.	
11	Supply of complete 250w hps street luminaire	no.	
12	Supply complete 400w hps Floodlight	no.	
15	Supply of 80 Amps double cut out	no.	
16	Supply of 80 Amps single cut out	no.	
17	Supply of 32/40/50 Amps circuit breaker	no.	
18	Supply of 63 Amps double pole breaker	no.	
19	Supply of two pole 240v coil, 50Amps contactor or equivalent	no.	
20	Supply of photocell timer switch with inbuilt power surge protector or equivalent 16 Amps	no.	
21	Supply of streetlight network meter box Poly carbonated.	no.	
22	Supply of 130w led street luminaire power surge protector	no.	
23	Supply of 130w led street luminaire driver	no.	
24	Supply of 200w led floodlight luminaire driver	no.	
25	Supply 400w led floodlight luminaire driver	no.	
26	Supply of 130 w complete street led luminaire with surge protector	no.	
27	Supply of 200w complete led floodlight with surge protector	no.	
28	Supply of 400w complete led floodlight with surge protector	no.	

CATEGORY B**MAINTENANCE OF STREET LIGHTING AND HIGHMAST LIGHTING FIXTURES
RATES FOR SUPPLY AND INSTALLATION INCLUSIVE OF VAT****ALL WORKS SHOULD ADHERE TO IEE WIRING REGULATIONS**

ITEM	DESCRIPTION	UNIT	RATE
1	Replacing of hps 150w bulb E27/E40	no.	
2	Replacing of hps 250w bulb	no.	
3	Replacing of hps 400w bulb	no.	
4	Replacing of 70-400w ignitors	no.	
5	Replacing of E27 porcelain holder	no.	
6	Replacing of E40 porcelain holder	no.	
7	Replacing of hps 150w copper ballast	no.	
8	Replacing of hps 250w copper ballast	no.	
9	Replacing of hps 400w copper ballast	no.	
10	Replacing complete 150w hps street luminaire	no.	
11	Replacing complete 250w hps street luminaire	no.	
12	Replacing complete 400w hps Floodlight	no.	
13	clearing of direct contact (switch conductor and phase contact)	no.	
14	clearing of short circuit	no.	
15	replacing of 80 Amps double cut out	no.	
16	replacing of 80 Amps single cut out	no.	
17	replacing of 32/40/50 Amps circuit breaker	no.	
18	replacing of 63 Amps double pole breaker	no.	
19	replacing of two pole 240v coil, 50Amps contactor or equivalent	no.	
20	replacing of photocell timer switch with inbuilt power surge protector or equivalent 16 Amps	no.	
21	replacing of worn out pole mounted streetlight network meter box Poly carbonated.	no.	
22	replacing of 130w led street luminaire power surge protector	no.	
23	replacing of 130w led street luminaire driver	no.	
24	replacing of 200w led floodlight luminaire driver	no.	
25	replacing of 400w led floodlight luminaire driver	no.	
26	replacing 130 w complete street led luminaire with surge protector	no.	
27	replacing of 200w complete led floodlight with surge protector	no.	
28	replacing of 400w complete led floodlight with surge protector	no.	
29	replacing of 15 meters high mast pulley stainless rope	set	
30	replacing of 20 meters high mast pulley stainless rope	set	

31	replacing of 30 meters high mast pulley stainless rope	set	
32	repair of 15 meters high mast pulley stainless rope	set	
33	repair of 20 meters high mast pulley stainless rope	set	
34	repair of 30 meters high mast pulley stainless rope	set	
35	repair of the high mast winch system	no.	
36	replacing of 10mm sq stranded single core cable	metre	
38	replacing of 2.5mm sq stranded single core cable	metre	
39	replacing of 1.5 mm sq twin flat cable	metre	
40	reinstating broken street lighting switch conductor	metre	
41	retrofitting the existing 150w hps street luminaire with 100w led module with efficiency of 1 watt to 130 lumens inclusive of the driver	no.	

CATEGORY C
NEW STREET LIGHTING INSTALLATION WORKS

ITEM	DESCRIPTION	UNIT	QTY	RATE
	All prices should be inclusive of VAT All works should adhere to IEE wiring regulations Cost inclusive of supply and installation			
1	Provide new street luminaires with internal control gear, 150 Watts Sodium high pressure bulb make Philips, thorn or equivalent	No	1	
2	Provide new street luminaire with internal control gear, 250 Watts Sodium high pressure bulb make Philips, thorn or equivalent	No	1	
3	Provide new street luminaire with internal control gear, 100 Watts LED make Philips, thorn or equivalent -1 watt=150 lumens	No	1	
4	Provide new street luminaire with internal control gear, 150 Watts LED make Philips, thorn or equivalent -1 watt=130 lumens	No	1	
5	Provide new street lighting GI columns 9 Meters long, single arm (as per site sample). Column dimension: 6m of 100mm dia, 3m of 75mm dia, arm 1 meter of 50mm dia.	No	1	
6	install/erect item 5 and ensure proper base concrete casting (One-meter underground)	No	1	
7	provide and install 1.5 mm Sq. Twin with earth flat cable to item 5 from inspection chamber to the luminaire	Metres	1	
8	Install either item 1,2,3, or 4 and do wiring termination	No	1	

9	Provide and install 4.0 mm sq .2 Core PVC/SWA/PVC Copper Armoured Cable	Metres	1	
10	Trenching and back filling 3 ft deep	Metres	1	
11	Provide and lay hatari slabs for cable protection each of one ft length	No	1	
12	Provide and install standalone 3mm thickness of poly carbonated or steel machine/powdered 400mmx300mmx130mm automated feeder pillar with the following control gears installed and terminated; photocell timer with power surge protector (1 no.) 50 Amps 2 pole contactor 240 V coil (1 no.) 2 pole 63 Amps circuit breaker (1 no.) 4 ft Earth rod (1 no.) MCB SP 20 A (2 no.)	no.	1	
13	Provide and install pole mounted with clamps 3mm thickness of polycarbonate or steel machine/powdered 400mmx300mmx130mm automated feeder pillar with the following control gears installed and terminated; photocell timer with power surge protector (1 no.) 50 Amps 2 pole contactor 240 V coil (1 no.) 2 pole 63 Amps circuit breaker (1 no.) 4 ft Earth rod (1 no.) MCB SP 20 A (2 no.)	no.	1	
14	provide and install Cable Glands 20 mm	No	1	
15	provide and install 3 amps circuit breakers for lamp protection	No	1	
16	provide and install 20 amps 2-way porcelain connectors	No	1	
17	Provision for KPLC Power supply	Lump Sum		50,000.00
18	Allow profit for item 17	%		
19	2 ft 50mm dia GI streetlight arm with clamps and other accessories for installation on kplc pole	no.	1	
	TOTAL			

CATEGORY D

**INSTALLATION OF NEW HIGH MAST LIGHTING
16.5-METER-HIGH MAST LIGHTING POLE**

No.	Description	Qty	Unit	Rate	Amount
1	Design, supply, install and commissioning of 16.5 meter Mast lighting pole H.G Galvanised steel pole structure fabricated from 6 meters,150mm diameter and 5 mm thickness, 10.5 meters 100mm diameter and 5 mm thickness ; all overlapped at the joints by 300mm and welded firmly and installed appropriately to the satisfaction of the Project Engineer	1	No.		
2	200 W, 180-305V/50Hz, B17 LED Flood light luminaire for the lighting mast poles suitably mounted complete with control gear and all accessories included	4	No.		
3	Excavate foundation of 1.5m x 1.5 m by 1.0 m and to be Approved by Project Engineer. Prepare fare face form work for the foundation ready to cast inside re-enforced concrete for all monopoles to BSEN 206	1	No.		
4	Wiring in 60 meters 2.5 sq mm Copper PVC 2-Core flex with 1 no. 63 Amps double pole and 4 no. 10 Amps mcb	1	No.		
5	Earthing comprising of 6.0 mm sq earth lead cable and 1800mm long x 15mm diameter copper earth rod with a driving tip and clamp in a 300mmx300mm concrete	1	No.		
6	Standard standalone/pole with a mounted 3mm thick steel lockable control pillar incorporating; 1(ONE) no.63 Amps double pole 1(ONE) no. Timer switch with inbuilt power surge protector (check specification in VI) 1(ONE) no. 2 pole 50 Amps contactor 240 v coil and 4 (FOUR) no. 10 Amps mcb (All specifications in VI)	1	No.		
	Sub Total				
	Add 16% VAT				
7	Provision Electricity Supply Connection				60,000
8	contractor profit on item 7		%		
9	Project supervision Allowance				30,000
10	contractor profit on item 9		%		
	Grand Total				

30-METER-HIGH MAST LIGHTING POLE

No.	Description	Qty	Unit	Rate	Amount
	<i>Design, supply, install and commissioning of 30-meter Mast lighting pole with ALL the necessary requirements</i>				
1	30 METER MONOPOLES FOR HIGH MAST LIGHTING Design, testing, inspection, packing, supply & delivery, installation, erection and commissioning of monopoles for high mast lighting system with raised and lowering circular head frame using drum winch and electrics including the Civil works and Electrical works, foundations for installation of HIGH MAST and all its associated items as detailed in the specifications, guarding rails and powder coating finish paint	1	No.		
2	300 W, 100-290 v with surge protector of 10kv, LED Flood light luminaire for the lighting mast poles suitably mounted complete with control gear and all accessories included	9	No.		
3	Wiring in 90 meters 2.5 sq mm Copper PVC 2-Core flex	1	No.		
4	Earthing comprising of 6.0 mm sq earth lead cable and 1800mm long x 15mm diameter copper earth rod with a driving tip and clamp in a 300mmx300mm concrete manhole with removal cover	1	No.		
5	Mast pole Inspection chamber incorporating control panel with at least 1 no.63 Amps three pole isolator, 1 no. Timer switch with inbuilt power surge protector and 3 no. 2 pole 50 Amps contactor 240 v coil and 4 no. 20 Amps MCB, winch electrical circuit (Check specifications in Section VI)	1	No.		
6	Standard standalone/pole mounted 3mm thick steel lockable control pillar incorporating I no.63 Amps three phase isolator for incoming electricity supply cable	1	No.		
	Sub Total				
	Add 16% VAT				
7	Provision Electricity Supply Connection		LUMP		100,000
8	contractor profit on item 7		%		
9	Project supervision Allowance				100,000
10	contractor profit on item 9		%		
	Grand Total				

CATEGORY E

NEW TRAFFIC SIGNALS AND CONTROLLER INSTALLATION

ITEM	DESCRIPTION	UNIT	QTY	Rate	Amount (KSH)
1.1	<u>TRAFFIC LIGHTS</u> Supply and install of microprocessor based automatic signal controller with window based software with RS232 serial communication port for programming with PC as well as one hand held terminal for onsite programming with provision for up gradation, which allows it to work as centrally controlled with CCTV surveillance, red violation etc ,using extra peripherals/interface cards. Attached is the detailed controller features.	No	1		
1.2	Do traffic flow analysis a cross/tee junction	Item	Lump		
1.3	Program and install the traffic control software in item 1.1 as per item 1.2	Item	Lump		
1.4	Supply and install galvanised cantilever pole 100mm dia. 6mtr vertical and 75mm dia. 4 metre horizontal	No	1		
1.5	supply and install galvanised 100mm dia. 4-metre-long pole	No	1		
1.6	Supply and install 300mm dia. Signal head housing of poly carbonated dia. moulded with mounting clamps and strips	No	1		
1.7	Supply, install and terminate wiring of LED retrofit kit with lens, ultra-bright LEDs on printed circuits board with electronic circuit, complete unit average life 10 years suitable for mounting inside the 300 mm dia, working volts 170-240 volts a.c or 24 volts d.c. head aspect.				
1.7.1	red colour kit, ball/Arrow type	No	1		
1.7.2	amber colour kit, ball/Arrow type	No	1		

1.7.3	green colour kit, arrow/Arrow type	No	1		
1.7.4	Pedestrian light (2-in-1) red man standing & green man walking	No	1		
Total this page					
TL/01					
ITEM	DESCRIPTION	UNIT	QTY	Rate	Amount (KSH)
1.7.5	Supply of Pedestrian Reverse Count Down Timer, 2 digits display dual colour, letter size 8", visible in day light from more than 300 metres and readable from 100 metres	No	1		
1.8	Supply of reverse count down timer 2 1/2 digit display dual colour in 300mm housing(red display for red signal light time & green display for green signal light time), letter size 8" visible in day light from more than 300 metres & readable from 100 metres with built smart sensor for time sensor	No	1		
1.9	Supply and installation of 4mm sq. 4 core armoured cable from the controller point to the signal head poles inclusive of any excavation works (per meter for the works)	M	1		
2.1	Supply and installation of hatari slubs of length 300mm	No	1		
2.11	Micro tunnelling across the road	M	1		
2.12	Supply and installation of concrete bollards as per the existing samples at sabasaba junction	No	1		
2.13	Supply a laptop installed with the traffic light controller software should be CORE i7 processor	No	1		
2.14	Provision for electricity supply	Item	Lump		50,000

2.15	<p>Supply and install an automatic electricity power supply back up system (battery bank) or equivalent to satisfaction of County Engineer which will continuously supply electricity for a minimum of 8 hrs including</p> <p>I) the construction of the backup and traffic controller system concrete cabinet for security purpose</p> <p>II) enough back up capacity for both vehicular and pedestrian signal loads.</p>	Lot	1		
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CATEGORY F
MAINTENANCE OF TRAFFIC SIGNALS AND SIGNAL CONTROLLER

All prices inclusive of vat

Item	Description	Unit	Rate
1	Replacing of standard traffic signal pole	No.	
2	Replacing of cantilever pole	No.	
3	Replacing protective concrete bollards	No.	
4	Replacing pedestrian signal	No.	
5	Replacing pedestrian counter	No.	
6	Replacing vehicular signal	No.	
7	Replacing vehicular Counter	No.	
8	Replacing traffic signal controller	No.	
9	Replacing inverter	No.	
10.	Replacing gel sealed batteries	No.	
11.	Repair of standard traffic signal pole	No.	
12	Repair of cantilever traffic signal pole	No.	
13	Repair protective concrete bollards	No.	
14	Repair pedestrian signal	No.	
15	Repair pedestrian counter	No.	
16	Repair vehicular signal	No.	
17	Repair vehicular Counter	No.	
18	Repair traffic signal controller	No.	
19	Repair of gel sealed batteries	No.	
20	Monthly Cleaning of ALL the signal heads and counters	lump	
21	Painting of standard traffic signal light poles	No.	
22	Painting of cantilever pole	No.	
23	Daily supervision/patrol charges to ALL the junctions	lump	
24	Replacing complete traffic signal controller EMTC-09	lump	
25	Replacing controller card EMTC-09		
26	Replacing SMPS card 24v to 5v		
27	Replacing Conflict card		
28	Replacing the MOSFET Card		
29	Replacing of LCD Card		

SECTION VIII - STANDARD FORMS

FORM OF TENDER

TENDER NO. CGM/PRO/T/01/2019-2020– BIENNIAL WORKS CONTRACT FOR STREET LIGHTING, TRAFFIC LIGHTS AND SIGNAL CONTROL SUPPLY INSTALLATION AND MAINTENANCE

TO: _____ [Name of Employer] _____ [Date]
_____ [Name of Contract]

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of Kshs. _____ [Amount in figures] Kenya Shillings _____ [Amount in words]
2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Project Manager’s notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.
3. We agree to abide by this tender until _____ [Insert date], and it shall remain binding upon us and may be accepted at any time before that date.
4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20_____

Signature _____ in the capacity of _____

duly authorized to sign tenders for and on behalf of
_____ [Name of Employer]
of _____ [Address of Employer]

Witness; Name _____

Address _____

Signature _____

Date _____

FORM OF TENDER SECURITY

TENDER NO. CGM/PRO/T/2019-2020– BIENNIAL WORKS CONTRACT FOR STREET LIGHTING, TRAFFIC LIGHT AND SIGNAL CONTROL SUPPLY, INSTALLATION AND MAINTENANCE

BY THIS SECURITY WE. (hereinafter called “The Tenderer”) and
(Bank) whose registered office is at(hereinafter called “the Surety”) are held and firmly bound unto County Government of Mombasa (hereinafter called “the County”) in the sum of(KShs.....) for the payment of which sum the Tenderer and Surety bind themselves, their successors and assigns jointly and severally by these presents.

Sealed with our respective seals and dated thisday of 2016.

WHEREAS

The County has invited the Tenderer and other persons to complete Tenders in similar terms for the **TENDER NO.CGM/PRO/T/01/2019-2020– BIENNIAL WORKS CONTRACT FOR STREET LIGHTING, TRAFFIC LIGHT AND SIGNAL CONTROL SUPPLY, INSTALLATION AND MAINTENANCE**

1. (hereinafter called “the Works”) and submit the same for consideration by the County.
2. The Tenderer proposes to submit to the County a Tender (hereinafter called “the Tender”) in accordance with such invitation and by the above written Security, to provide security for the due performance by him of the undertakings and obligations in the Tender on his part contained.

NOW THE CONDITIONS of the above-written Security are such that:

- (a) If the Tenderer withdraws his Tender during the period of validity specified in the Form of Tender; or,
- (b) If the Tenderer refuses to accept the correction of errors in his Tender; or,
- (c) If the Tenderer having been notified of the acceptance of his Tender by the County during the period of Tender validity;
 - i) Fails to execute the Contract Agreement
 - ii) Fails to furnish the Performance Security or Guarantee, in accordance with the Contract, within the time limits set in the Instructions to Tenderers,

we undertake to pay the County an amount not exceeding the sum stated above on receipt of its first written demand, without the County having to substantiate its demand.

This guarantee will remain in force up to and including thirty (30) calendar days after the period of Tender validity including any extensions thereof, and any demand in respect thereof should reach the Surety not later than the above stated date.

The common seal of(the Tenderer) was hereunto affixed in the presence of:

Signature.....

Name.....

In the capacity of.....

The common seal of(the Surety) was hereunto affixed in the presence of:

Signature.....

Name.....

In the capacity of.....

Tender-Securing Declaration Form

[The Bidder shall complete in this Form in accordance with the instructions indicated]

TENDER NO. CGM/PRO/T/01/2019-2020– BIENNIAL WORKS CONTRACT FOR STREET LIGHTING, TRAFFIC LIGHT AND SIGNAL CONTROL SUPPLY, INSTALLATION AND MAINTENANCE

To: **COUNTY GOVERNMENT OF MOMBASA**

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of 24 months or 2 years] starting on [insert date (*date of notification by County*)], if we are in breach of our obligation(s) under the bid conditions, because we:
 - (a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
 - (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITT.
3. We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Tender.
4. We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bi, and the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:in the capacity of

Name:

Duly authorized to sign the bid for and on behalf of:

Dated on day of, 2020

FORM OF PERFORMANCE SECURITY

(To be filled by successful Tenderer Only)

TENDER NO. CGM/PRO/T/01-2019/2020– BIENNIAL WORKS CONTRACT FOR SUPPLY, INSTALLATION AND MAINTENANCE OF STREET LIGHTING, TRAFFIC LIGHT AND SIGNAL CONTROLLER

TO: County Government of Mombasa
P. O. BOX 80133-80100
M O M B A S A.

Dear Sir(s)

With reference to your Agreement with

For the **TENDER NO. CGM/PRO/T/01-2019/2020– BIENNIAL WORKS CONTRACT FOR SUPPLY, INSTALLATION AND MAINTENANCE OF STREET LIGHTING, TRAFFIC LIGHT AND SIGNAL CONTROLLERS**

dated and at their request we hereby undertake to hold at your disposal the sum of up to

KShs

.....(in words) Only, which we shall pay to you without any reference to, and in spite of any

contestation by the said Messrs.....

immediately on your demand being made to us in writing by ordinary or registered post or by hand at our offices, stating that

Messrshave not fulfilled the terms and conditions of their above mentioned contract and you claim payment under this Security. Any claim under this Security should be received by us on or before theafter which date our aforesaid Security shall cease and be of no effect and must be returned to us

Signed Sealed and Delivered by the said _____

In the presence of: _____

Date: _____

FORM OF CONTRACT AGREEMENT

TENDER NO. CGM/PRO/T/01-2019/2020– BIENNIAL WORKS CONTRACT FOR SUPPLY, INSTALLATION AND MAINTENANCE OF STREET LIGHTING, TRAFFIC LIGHT AND SIGNAL CONTROLLER

THIS AGREEMENT, made this.....day of.....2016 between the **County Government of Mombasa**, of P. O. Box **80133-80100**Mombasa, hereinafter called the “Employer” of the one part and _____, a limited liability company incorporated under the Companies Act (Cap.486) Laws of Kenya, P. O. Box _____, hereinafter called the “Contractor” of the other part.

WHEREAS, Tenders have been received by the Employer for the **TENDER NO. CGM/PRO/T/01-2019/2020– BIENNIAL WORKS CONTRACT FOR SUPPLY, INSTALLATION AND MAINTENANCE OF STREET LIGHTING, TRAFFIC LIGHT AND SIGNAL CONTROLLER**

THEREFORE, for and in consideration of the promises, covenants, and agreements hereinafter contained and to be performed by the parties hereto, the said parties hereby covenant and agree as follows: -

1. In consideration of the covenants and agreements to be kept and performed by the Contractor and completion of the Works according to the Specifications and Conditions herein contained, the Employer shall pay and the Contractor shall receive and accept as full compensation for everything furnished and done by the Contractor under this Agreement, the Contract Price, (State Currency) _____, stipulated in the Letter of Acceptance, at the times and in the manner prescribed by the Conditions of Contract.
2. Said Works shall be started on the Commencement Date and the Contractor shall fully complete the Works within _____ weeks.
3. In this Agreement the words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
4. The following documents shall be deemed to form, and be read and construed, as part of this Agreement:
 - a) This Contract Agreement,
 - b) The Letter of Acceptance,
 - c) Form of Tender,
 - d) Appendix to Tender,
 - e) Performance Security,
 - f) Conditions of Particular Application
 - g) Works Program
 - h) Bill of Quantities,
 - i) Specifications,

- j) The Confidential Business Questionnaire,
- k) The Tender Questionnaire,
- l) The Declaration Form.

IN WITNESS WHEREOF, the Parties have hereto executed this contract in four (4) counterparts, as of the day and year herein above set forth.

Signed By: _____)
 _____)

For and on behalf of _____)
County Government of Mombasa)
 _____)

In the presence of: - _____)
 Name)
 Designation)
 Signature)
 _____)

Signed By:)
 For and on behalf of _____)

_____) **MANAGING DIRECTOR**
Contractor)

In the presence of: - _____)
 Name)
 Designation)
 Signature)

CONFIDENTIAL BUSINESS QUESTIONNAIRE - MANDATORY

TENDER NO. CGM/PRO/T/01-2019/2020– BIENNIAL WORKS CONTRACT FOR SUPPLY, INSTALLATION AND MAINTENANCE OF STREET LIGHTING, TRAFFIC LIGHT AND SIGNAL CONTROLLER

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

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

Part 1 – General

Business Name

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

Plot No..... Street/Road

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

Nature of Business.....

Current Trade License No..... Expiring date.....

Maximum value of business which you can handle at any time: (State Currency)

Name of your bankers.....

Branch.....

Part 2 (a) – Sole Proprietor

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

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

*Citizenship details

Part 2 (b) – Partnership

Give details of partners as follows:

	Name in full	Nationality	Citizenship Details	Shares
1.
2.
3.

Part 2(c) – Registered Company:

Private or public.....

State the nominal and issued capital of the Company-

Nominal (State Currency)

Issued (State Currency)

Give details of all directors as follows:

Name in full . Nationality. Citizenship Details*. Shares.

1.
.....

2.
.....

3.
.....

4.
.....

Part 2(d) – Interest in the Firm:

Is there any person / persons in (Name of Employer) who has interest in this firm? Yes/No..... (Delete as necessary)

I certify that the information given above is correct.

.....
(Title)

.....
(Signature)

.....
(Date)

**DECLARATION FORM ON PARTICIPATION IN PUBLIC PROCUREMENT
(MANDATORY)**

**TENDER NO. CGM/PRO/T/01-2019/2020– BIENNIAL WORKS CONTRACT FOR
SUPPLY, INSTALLATION AND MAINTENANCE OF STREET LIGHTING, TRAFFIC
LIGHT AND SIGNAL CONTROLLER**

Date _____

To County Government of Mombasa
P. O. **BOX 80133-80100**
M O M B A S A.

The tenderer i.e. (name and address) _____

declare the following:

1. Has not been debarred from participating in public procurement.
2. Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

Title	Signature	Date
-------	-----------	------

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

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

this contract, and to which in turn all Tenderers and other parties involved or affected by the project shall have full access (provided, however, that no proprietary information concerning a Tenderer may be disclosed to another Tenderer or to the public).

ANTI-CORRUPTION DECLARATION COMMITMENT/ PLEDGE FORM

TTENDER NO.CGM/PRO/T/01/2019-2020– BIENNIAL WORKS CONTRACT FOR STREET LIGHTING, TRAFFIC LIGHTS AND SIGNAL CONTROLLER INSTALLATION AND MAINTENANCE

I/We/Messrs.....

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

.....

Contact/Phone/E mail.....

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

I/We

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

Tender name.....

Tender No

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

Authorized Signature.....

Name and Title of Signatory.....

DETAILS OF SUB-CONTRACTORS

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

Failure to comply with this requirement may invalidate the tender.

(1) Portion of Works to be sublet:

.....

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

.....

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

.....

.....

.....

(2) Portion of Works to sublet:

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

.....

.....

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

.....

[Signature of Tenderer)

Date

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

FORM RB 1
REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO..... OF.....20.....

BETWEEN

..... APPLICANT

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...

REQUEST FOR REVIEW

I/We....., the above-named Applicant(s), of address: Physical address..... Fax 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.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
- 2.
- etc

SIGNED (Applicant)

Dated on..... day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of20.....

SIGNED
Board Secretary