



**MINISTRY OF TOURISM AND WILDLIFE
STATE DEPARTMENT OF TOURISM**

TENDER NO. MOT/06/2018 - 2019

(c)

TENDER DOCUMENT

FOR

**PROPOSED REGENERATION OF MAMA
NGINA DRIVE WATERFRONT AND
CULTURAL DISTRICT IN MOMBASA
COUNTY**

(HVAC INSTALLATION WORKS)

Ministry of Tourism and Wildlife state Department for Tourism

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INTRODUCTION

- 1.1 This standard tender document for procurement of works has been prepared for use by procuring entities in Kenya in the procurement of works (i.e Electrical and Mechanical Works – Including Erection on Site)
- 1.2 The following guidelines should be observed when using the document:-
- (a) Specific details should be furnished in the tender notice and in the special conditions of contract (where applicable). The tender document issued to tenderers should not have blank spaces or options.
 - (b) The instructions to tenderers and the General Conditions of Contract should remain unchanged. Any necessary amendments to these parts should be made through Appendix to instructions to tenderers and special conditions of contract respectively.
- 1.3 (a) Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable prospective tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements
- (b) The invitation to tender shall be as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have been prequalified following a request for prequalification.
- 1.4 This document is based on PART 1 of the third Edition of the International Federation of Consulting Engineers (Federation Internationale des Ingenieurs Con Seils – FIDIC) Conditions of Contract for Electrical and Mechanical Works, 1987 (reprinted May 1988 with Editorial Amendments).
- 1.5 The cover of the tender document should be modified to include:-
- i. Tender number.
 - ii. Tender name.
 - iii. Name of procuring entity.
 - iv. Delete name and address of PPOA

SECTION 1

INVITATION FOR TENDERS

MINISTRY OF TOURISM & WILDLIFE
STATE DEPARTMENT FOR TOURISM

TENDER INVITATION NOTICE

The Government of Kenya Through the **Ministry of Tourism & Wildlife, State Department for Tourism** intends to undertake construction works to the **PROPOSED REGENERATION OF JOMO KENYATTA PUBLIC BEACH AND MAMA NGINA DRIVE WATERFRONT IN MOMBASA COUNTY** and invites tenders from contractors who will carry out the following works: -

N O	TENDER NO.	DESCRIPTION	CATEGORY	TENDER FEE	BID BOND	CLOSING DATE
1	MOT/05/2018-2019	Proposed Regeneration of Jomo Kenyatta Public Beach in Mombasa County-- Main Works	NCA 1 & 2 only	Ksh.1000	2%	30 th April, 2019
2	MOT/06/2018-2019(a)	Proposed Regeneration of Mama Ngina drive waterfront and cultural District in Mombasa County- Electrical Installation works	NCA 1-6	Ksh.1000	2%	30 th April, 2019
3	MOT/06/2018-2019(b)	Proposed Regeneration of Mama Ngina drive waterfront and cultural District in Mombasa County- Plumbing, Drainage and firefighting & protection Equipment	NCA 1-6	Ksh.1000	2%	30 th April, 2019
4	MOT/06/2018-2019(c)	Proposed Regeneration of Mama Ngina drive waterfront and cultural District in Mombasa County- HVAC Installation works	NCA 1-6	Ksh.1000	2%	30 th April, 2019

Interested Contractors who are registered in relevant trades and categories, (proof of registration required) may obtain revised Tender Documents from **The Supply Chain Management Office, 6th Floor Room 631, Ministry of Tourism and Wildlife, (State Department for Tourism), Utalii House** in person, upon payment of a non-refundable fee of **Kshs. 1000/-** in cash office on 15th floor, NSSF Building Block A. **before 4.00pm on normal working days or in banker's cheque payable to The Principal Secretary, State Department for Tourism, Nairobi** or downloaded from State Department for Tourism website www.tourism.go.ke and Treasury portal www.supplier.treasury.go.ke. Those who download should send their contact details including email addresses, telephone numbers and contact name to procurement@tourism.go.ke for registration.

There will be a mandatory pre-tender site visit on 23rd April 2019 for tender no. MOT/05/2018-2019 [Jomo Kenyatta Public Beach in Mombasa] **bidders will assemble at Jomo Kenyatta Public Beach, next to KWS Offices, Mombasa at 10.30AM**. For those bidders who attended the last pre-tender site visit may opt not to attend.

On 24th April 2019, there will be a Mandatory pre- tender site visit for all bidders for tender no MOT/06/2018-2019(a -c) Mama Ngina drive. Bidders will assemble at the parking lot of the Galaxy Chinese restaurant [next to Florida club] along mama Ngina drive, Mombasa at 10.30 am

Interested bidders should note that only those meeting the criteria indicated below as a minimum, supported by relevant documents at submission will be considered for further evaluation, detailed technical evaluation criteria will appear in the tender documents.

1. The Bid Bond must be in form of Bank Guarantee from a reputable bank or approved insurance company.
2. List of Directors with respective shareholding and citizenship details (CR 12)
3. Confidential Business Questionnaire
4. Tax Compliance Certificate.
5. Audited Accounts for the Last two years

6. Certificate of company registration
7. Current Business permits from relevant local authority
8. Current category of Licence with the relevant statutory bodies Energy Regulatory Commission, County Governments, and Water Management Boards etc

Tenders in plain sealed envelopes, marked tender number on the right-hand side corner and bearing no indication of the tenderer should be addressed to: -

**THE PRINCIPAL SECRETARY
MINISTRY OF TOURISM AND WILDLIFE
STATE DEPARTMENT OF TOURISM
P. O. Box 30027-00100
NAIROBI**

and placed in the **Tender Box on 6th Floor at the Utalii House Nairobi** or sent by post so as to reach the above address on or before Tuesday, **30TH April, 2019 at 11.00 a.m.**

Submitted bids will be opened publicly in the **7th floor Conference room, Utalii House** soon after the above stated closing date and time in the presence of the tenderers or their representatives who choose to attend. Late bids will be returned unopened.

Prices quoted must be net inclusive of VAT and all Government Taxes and must remain valid for one hundred twenty (120) days from the opening date of the tender.

The Bid Security in the right format must be from **a reputable bank or from a PPRA accredited insurance company**, shall be valid for one hundred fifty (150) days from tender opening date.

The Government reserves the right to reject any tender giving reasons for the rejection and does not bind itself to accept the lowest or any tender.

**PRINCIPAL SECRETARY,
MINISTRY OF TOURISM AND WILDLIFE
STATE DEPARTMENT FOR TOURISM.**

SECTION II:

INSTRUCTIONS TO TENDERERS

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INSTRUCTION TO TENDERERS

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

GENERAL

1. Definitions

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

2. Eligibility and Qualification Requirements

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

indicate on this schedule when each item will be available on the Works. Included also should be a schedule of plant, equipment and material to be imported for the purpose of the Contract, giving details of make, type, origin and CIF value as appropriate.

- (d) Details of subcontractors to whom it is proposed to sublet any portion of the Contract and for whom authority will be requested for such subletting in accordance with clause 4 of the Conditions of Contract.
- (e) A draft Program of Works in the form of a bar chart and Schedule of Payment which shall form part of the Contract if the tender is accepted. Any change in the Program or Schedule shall be subjected to the approval of the Engineer.
- (f) Details of any current litigation or arbitration proceedings in which the Tenderer is involved as one of the parties.

2.4 Joint Ventures

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

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

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

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating o the foregoing.
- (d) Shall not be debarred from participating in public procurement.

3. Cost of Tendering

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

4. Mandatory Site Visit

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

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

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

TENDER DOCUMENTS

5. Tender Documents

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

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

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

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

6. Inquiries by tenderers

6.1 A tenderer making inquiries relating to the tender documents may notify the Employer in writing or by telex, cable or facsimile at the Employer's mailing address indicated in the Invitation to Tender. The Employer will respond in writing to any request for clarification which he receives earlier than 7 days prior to the deadline for the submission of tenders. Written copies of the Employer's response (including the query but without identifying the source of the inquiry) will be sent to all prospective tenderers who have purchased the tender documents.

6.2 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.

6.3 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

7. Amendment of Tender Documents

7.1 At any time prior to the deadline for submission of tenders the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by issuing 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 Bill of Quantity and Schedule.
 - iv. The information on eligibility and qualification.
 - v. Any other materials required to be completed and submitted in accordance with the instructions to tenderers.

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

10. Tender Prices

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

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

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

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

- 10.3 Unless otherwise specified the tenderer must enter the amounts representing 10% of the sub-total of the summary of the Bills of Quantities for Contingencies and Variation of Prices[V.O.P.] payments in the summary sheet and add them to the sub-total to arrive at the tender amount.
- 10.4 The tenderer shall furnish with his tender written confirmation from his suppliers or manufacturers of unit rates for the supply of items listed in the Conditions of Contract clause 47 where appropriate.
- 10.5 The rates and prices quoted by the tenderer are subject to adjustment during the performance of the Contract only in accordance with the provisions of the Conditions of Contract. The tenderer shall complete the schedule of basic rates and shall submit with his tender such other supporting information as required under clause 47 of the Conditions of Contract Part II.

11. Currencies of Tender and Payment

- 11.1 Tenders shall be priced in Kenya Shillings and the tender sum shall be in Kenya Shillings.
- 11.2 Tenderers are required to indicate in the Statement of Foreign Currency Requirements, which forms part of the tender, the foreign currency required by them. Such currency should generally be the currency of the country of the tenderer's main office. However, if a substantial portion of the tenderer's expenditure under the Contract is expected to be in countries other than his country of origin, then he may state a corresponding portion of the contract price in the currency of those other countries. However, the foreign currency element is to be limited to two (2) different currencies and a maximum of 30% (thirty percent) of the Contract Price.

11.3 The rate or rates of exchange used for pricing the tender shall be selling rate or rates of the Central Bank ruling on the date thirty (30) days before the final date for the submission of tenders.

11.4 Tenderers must enclose with their tenders, a brief justification of the foreign currency requirements stated in their tenders.

12. Tender Validity

12.1 The tender shall remain valid and open for acceptance for a period of one hundred and twenty (120) days from the specified date of tender opening or from the extended date of tender opening (in accordance with clause 7.4 here above) whichever is the later.

12.2 In exceptional circumstances prior to expiry of the original tender validity period, the Employer may request the tenderer for a specified extension of the period of validity. The request and the responses thereto shall be made in writing or by cable, telex or facsimile. A tenderer may refuse the request without forfeiting his Tender Surety. A tenderer agreeing to the request will not be required nor permitted to modify his tender, but will be required to extend the validity of his Tender Surety correspondingly.

13. Tender Security

13.1 The tenderer shall furnish as part of his tender, a Tender Security in the amount and form stated in the Appendix to Instructions to Tenderers.

13.2 The tender security shall not exceed 2 percent of the tender price.

13.3 The tender security shall be valid for at least thirty (30) days beyond the tender validity period.

The format of the Surety shall be in accordance with the sample form of Tender Surety included in these tender documents; other formats may be permitted subject to the prior approval of the Employer. The Tender Surety shall be valid for thirty (30) days beyond the tender validity period.

13.4 Any tender not accompanied by an acceptable Tender Surety will be rejected by the Employer as non-responsive.

13.5 The Tender Sureties of unsuccessful tenderers will be returned as promptly as possible but not later than fourteen (14) days after concluding the Contract execution and after a Performance Security has been furnished by the successful tenderer. The Tender Surety of the successful tenderer will be returned upon the tenderer executing the Contract and furnishing the required Performance Security.

13.6 The Tender Surety may be forfeited:

- (a) if a tenderer withdraws his tender during the period of tender validity: or
- (b) in the case of a successful tenderer, if he fails
 - (i) to sign the Agreement, or
 - (ii) to furnish the necessary Performance Security
- (c) if a tenderer does not accept the correction of his tender price pursuant to clause 23.

14. No Alternative Offers

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

Only one tender may be submitted by each tenderer either by himself or as partner in a joint venture.

14.2 The tenderer shall not attach any conditions of his own to his tender. The tender price must be based on the tender documents. The tenderer is not required to present alternative construction options and he shall use without exception, the Bills of Quantities as provided, with the amendments as notified in tender notices, if any, for the calculation of his tender price.

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

15. Pre-Tender Meeting

15.1 If a pre tender meeting is convened the tenderer's designated representative is invited to attend a pre-tender meeting, which if convened, will take place at the venue and time stated in the Invitation to Tender. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

15.2 The tenderer is requested as far as possible to submit any questions in writing or by cable, to reach the Employer not later than seven days before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted in accordance with the following:

- (a) Minutes of the meeting, including the text of the questions raised and the responses given together with any responses prepared after the meeting, will be transmitted without delay to all purchasers of the tender documents. Any modification of the tender documents listed in —Clause 9 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of a tender notice pursuant to Clause 7 and not through the minutes of the pre-tender meeting.

- (b) Non attendance at the pre-tender meeting will not be cause for disqualification of a bidder.

16. Format and Signing of Tenders

- 16.1 The tenderer shall prepare his tender as outlined in clause 9 above and mark appropriately one set “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 of 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 separated envelopes, duly marking the envelopes as “ORIGINAL” and “COPY”. The envelopes shall then be sealed in an outer envelope.
- 17.2 The inner and outer envelopes shall be addressed to the Principal Secretary Ministry of tourism and wildlife State department for Tourism P.O Box 30027-00100 Nairobi 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 indicated 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 7.4, 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.
- 19.2 No tender may be modified subsequent to the deadline for submission of tenders.
- 19.3 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.
- 19.4 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

- 20.1 The Employer will open the tenders in the presence of the tenderers' representatives who choose to attend at 1100 AM Utalii House seventh floor conference room. 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 a tender opening register and minutes of the tender opening including the information disclosed to those present.
- 20.5 Tenders not opened and read out a tender opening shall not be considered further for evaluation, irrespective of the circumstances.

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

25 Conversion to Single Currency

- 25.1 For compensation of tenders, the tender price shall first be broken down into the respective amounts payable in various currencies by using the selling rate or rates of the Central Bank of Kenya ruling on the date twenty one (21) days before the final date for the submission of tenders.
- 25.2 The Employer will convert the amounts in various currencies in which the tender is payable (excluding provisional sums but including 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 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 26.8 Persons not officially involved in the evaluation of tender shall not attempt in any way to influence the evaluation.
27. Preference where allowed in the evaluation of tenders shall not exceed 15%

AWARD OF CONTRACT

28 Award criteria

- 28.1 Subject to 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.
- 28.2 The Employer reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders, at any time prior to award of Contract, without thereby incurring any liability to the affected tenderers or any obligation to inform the affected tenderers of the grounds for the Employer's action.

29. Notification of Award and signing of contract

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

30. Performance Guarantee

- 30.1 Within twenty eight [28] days of receipt of the notification of award from the Employer, the successful tenderer shall furnish the Employer with a Performance Security in an amount stated in the Appendix to Instructions to Tenderers.
- 30.2 The Performance Security to be provided by the successful tenderer shall be an unconditional Bank Guarantee issued at the tenderer's option by an established and a reputable Bank approved by the Employer and located in the Republic of Kenya and shall be divided into two elements namely, a performance security payable in foreign currencies (based upon the exchange rates determined in accordance with clause 35.4 of the Conditions of Contract) and a performance security payable in Kenya Shillings. The value of the two securities shall be

in the same proportions of foreign and local currencies as requested in the form of foreign currency requirements.

- 30.3 Failure of the successful tenderer to lodge the required Performance Security shall constitute a breach of Contract and sufficient grounds for the annulment of the award and forfeiture of the Tender Security and any other remedy under the Contract the Employer may award the Contract to the next ranked tenderer.

31. Advance Payment

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

31. Corrupt and fraudulent practices.

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

SECTION III

APPENDIX TO INSTRUCTIONS TO TENDERERS

Notes on the appendix to Instructions to tender.

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information which may not be adequately covered by the clause in the instructions to tenders.
2. In preparing the appendix the following aspects should be taken into consideration.
 - (a) The information that specifies or complements provisions of Sections II to be incorporated.
 - (b) Amendments of Section II as necessitated by the circumstances of the specific works to be also incorporated
 - (c) Section II should remain unchanged and any changes or amendments introduced through the appendix.

The following appendix to instructions to tenders 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 appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

(complete as appropriate)

CLAUSE

13 Tender Security

Amount of Tender Security is Kshs.....(Note: This amount should not exceed two (2) percent of the total value of the Works)

- 16 (i) The name and address of the Employer ; Ministry of Tourism and Wildlife, State Department for Tourism
- (ii) The name of the proposed Works and where available the Contract Number is Proposed Regeneration of Mama Ngina Drive waterfront and cultural district in Mombasa County HVAC Installation works.
- (iii) The tender opening date and time 2nd April 2019 at 11.00am

SECTION III

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 Internationale des Ingenieurs – conseils (FIDIC). The Conditions are subject to variations and additions set out in Part II hereof entitled “Special Conditions”.

Note

- i. The standard text of the General Conditions of Contract must be retained intact to facilitate its reading and interpretation by tenderers. Any amendments and additions to the General Conditions, specific to a given Contract, should be introduced in the Special Conditions or in the Appendix to Form of Tender.
- ii. The Special Conditions take precedence over the General Conditions of Contract.
- iii. 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

PREAMBLE TO GENERAL CONDITIONS

This Preamble must be completed in all cases referring to completed schedules where appropriate. When completed, this Preamble, the General Conditions, Specification, Employer's and Contractor's Drawings, Schedules and other documents can constitute a Contract on the basis of the General Conditions in Part II. If this is not what is required, Part II must also be completed.

Commencement Date (Sub-clause 1.1.1.(I))

The date for commencement of the Works is _____

The Employer (Sub-clause 1.1.12.)

The Employer is _____

The Engineer (Sub-clause 1.1.15)

The Engineer is _____

Time for Completion (Sub-clause 1.1.35.)

The Time for Completion is _____ days from the commencement Date.

Contractor's Profit (Sub-clause 1.6.)

The percentage to cover profit entitlement, where appropriate, is _____%.

Ruling Language (Sub-clause 5.1.)

The version in _____ language (ruling language) shall prevail.

Day to Day Communications (Sub-clause 5.2.)

The language for day to day communications is _____

Programme to be Furnished (Sub-clause 12.1.)

The Programme must be submitted in the form of _____

Electricity, Water, Gas and Other Services (Sub-clause 14.3.)

Supplies on the Site are:

a. Electricity: _____

b. Water: _____

c. Gas: _____

d. Other Services: _____

Employer's Equipment (Sub-clause 14.4.)

The following Employer's equipment is available for use by the Contractor under the Employer's operation: _____

Working Hours (Sub-clause 18.3.)

The normal working hours are _____

Delay in Completion (Sub-clause 27.1.)

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

Amount per day _____

Maximum _____

Prolonged delay (Sub-clause 27.2.)

Maximum amount recoverable from the Contractor by the Employer:

Terms of Payment (Sub-clause 33.1.)

In addition to the provisions under Clause 33, the terms of payment shall be:

Payment in Foreign Currencies (Sub-clause 35.1.)

Payment in foreign currencies shall be arranged as follows:

Rates of Exchange (Sub-clause 53.3.)

The rates of exchange for the purpose of the Contract are:

Payment against Provisional Sums (Sub-clause 36.4. (b))

The percentage to be applied to Provisional Sums shall be _____%.

Maximum Liability (Sub-clause 42.2.)

The maximum liability of the Contractor to the Employer shall be _____

Insurance of Works (Sub-clause 43.1)

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

Sub-clause 43.1. (a)

The additional risks to be insured are:

Third Party Liability (Sub-clause 43.3)

The amount of insurance against third party liability taken out by the Contractor shall not be less than:

Payment on Termination for Employer's Default (Sub-clause 46.3)

The additional amount payable by the Employer on termination shall not exceed:

Labour, Materials and Transport (Sub-clause 47.1.)

The method of calculating adjustments for changes in costs shall be:

Notices to Employer and Engineer (Sub-clause 49.2.)

The address of the Employer for notices is:

The address of the Engineer for notices is:

Applicable Law (Sub-clause 51.1.)

The applicable law is _____ law.

Procedural Law for Arbitration (Sub-clause 51.2)

The procedural law for arbitration is _____

Language and Place of Arbitration (Sub-clause 51.3)

The language of arbitration is _____ language.

The place of arbitration is _____

PART II – SPECIAL CONDITIONS

(The Clauses referred to in Part II – Section A are those where the provision in the General Conditions (Part I) refer to an alternative solution to be stated in Part II. The provisions in the General Conditions will apply unless an alternative solution is given in Part II – Section A. The clauses in this section need therefore not be completed, but must be completed if alternative solutions to the relevant Part I provisions are necessary.)

1.0 Conditions Precedent to Commencement (Sub-clause 1.1.1.)

The following financial and administrative requirements are conditions precedent to commencement.

2.0 Defects Liability Period (Sub-clause 1.1.11.)

The Defects Liability Period is _____ days.

3.0 Engineer’s Duties (Sub-clause 2.1.)

The Engineer requires the consent of the Employer before exercising the following duties:

4.0 Operation and Maintenance Manuals (Sub-clause 6.6.)

Operation and Maintenance Manuals shall be in English language.

5.0 Manufacturing Drawings (Sub-clause 6.9.)

The Contractor is required to disclose to the Engineer or the Employer confidential information as follows:

6.0 General Obligations (Sub-clause 8.1.)

6.1 The following facilities will be provided by the Employer:

6.2 The facilities will be provided at the following rates:

7.0 Performance Security (Sub-clause 10.1)

The Contractor shall obtain a Performance Security of an amount Kshs.

8.0 Contractor Equipment (Sub-clause 14.1)

The following items of Contractor's Equipment will be provided free of charge by the Employer for the Contractor's use:

9.0 Price Variation

9.1 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

9.2 Where contract price variation is allowed, the variation shall not exceed 15% of the original contract price.

9.3 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

10.0 Extension of Defects Liability Period (Sub-clause 30.4)

In the event of suspension the Defects Liability Period shall not last more than ____ days after the date the Plant would have been delivered but for the suspension.

11.0 Method of Application (Sub-clause 33.2)

Application for payment shall be made as follows:

12.0 Payment (Sub-clause 33.5.)

11.1 The period for payment shall be:

11.2 The place for payment shall be:

13.0 Delayed Payment (Sub-clause 33.6.)

The interest rate for delayed payment is simple interest at a rate three percentage points above the Central Bank of Kenya's average rate for base lending prevailing as of the first day the payment becomes over due.

14.0 Payment by measurement (Sub-clause 33.8)

The provisions for measurement are:

15.0 Customs and Import Duties (Sub-clause 48.1.)

The Contractor shall pay and be reimbursed by the Employer for the following customs, import duties and taxes in consequence of the importation of the Plant:

16.0 Arbitration (Sub-clause 50.2)

The rules of arbitration shall be those contained in the Arbitration Act of the Laws of Kenya.

SECTION V:
SPECIFICATIONS

PART B

PARTICULAR SPECIFICATION
FOR
AIR CONDITIONING INSTALLATIONS

PART B

PARTICULAR SPECIFICATION FOR AIR CONDITIONING

INSTALLATIONS

- INDEX -

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4.3	Climatic Conditions	B/1
4.4	System Design Data	B/2
4.5	Description of Contract Works	B/2
4.6	Ordering	B/2
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PARTICULAR SPECIFICATION FOR AIR CONDITIONING SYSTEMS INSTALLATION

4.1 General

The Contract shall comprise the supply, delivery, installation setting to work, testing and commissioning of all the materials and equipment called for in this specification and/or shown on the contract drawings.

The tenderer shall include for all appurtenances and appliances not particularly called for in this specification or on contract drawings but all which are necessary for the completion and satisfactory functioning of the Contract works.

No. claims for extra payments shall be accepted from the Contractor for non-compliance with the above requirement. If in the opinion of the tenderer there exists a difference between the specification and the contract drawings, the tenderer should clarify the difference with the engineer before tendering.

All the work shall be performed in a straight forward manner by competent workmen under skilled supervision to the entire satisfaction of the Engineer

4.2 Commencement of Works

The Contractor in submitting his tender shall be deemed to have included for commencing any necessary work on site at such a time as will comply with the main contractor's programme, or shall be directed by the Engineer.

4.3 Location of site

The site of the Contract works shall be situated at the site of the **Mama Ngina Drive, Mombasa.**

4.4 Climatic conditions

The following climate conditions apply at the site of the Contract works and all materials and equipment used shall be suitable for these conditions:

Maximum Design temperature	35.0°C DB
Minimum Design Temperature	12.3°C DB
Relative Humidity Range	41 - 97%

Extremely heavy rains fall at certain periods of the year and the tenderer shall be deemed to have taken account of this fact in his prices and in the planning of the execution of the Contract works.

4.5 System Design Data

The air-conditioning systems are designed to maintain the following conditions with ambient design conditions of 32.6°C DB, 94% RH.

Internal Temperature:	23 +/- 1°C
Relative Humidity:	≥45 +/- 5%
Noise Criteria:	NC 30 +/- 5

4.6 Description of the Contract Works

The work covered under this Contract shall comprise but not restricted to supply, delivery, installation, testing and commissioning of the following as shown in contract drawings:-

- a) Packaged cooling units.
- b) Direct expansion fan coil cooling units VRV/VRF.
- c) Air cooled condensing units with integral compressors for outdoor installation VRV/VRF.
- d) Ceiling cassettes.
- e) Supply & extract ductwork.

- f) Refrigeration pipework complete with insulation.
- g) Supply & Extract air registers.
- h) External weather louvers.
- i) External ductwork insulation.
- j) Air extract and supply fans.
- k) Single package cooling units.
- l) Electrical Works and Controls.
- m) Others as may be necessary.

4.7 **Ordering**

The Contractor shall order materials from the quantities taken from his own approved working drawings and not the quantities shown in the specification.

4.8 **Spares**

Spares shall be presented to the client at hand over.

4.9 **PLANT AND EQUIPMENT**

General

The following plant and equipment specification covers the specific requirements of equipment to be used throughout this Contract works and shall be read in conjunction with the Contract drawings.

It is deemed that the tenderer has based his tender on equipment which is similar in design, performance and manufacture to that stated in this specification. If the tenderer wishes to offer suitable alternative equipment to that specified, he may do so under a separate covering letter, giving comprehensive details of the alternative offered and justification of the use of such alternative.

Submission of the above will be on tenderer's own initiative and in no case will any expenses incurred in preparation and documentation of such alternative be reimbursed. The employer reserves the right of accepting any alternative to the specification.

The alternative equipment shall not form part of the main tender which must be based on the equipment specified.

4.10 **Direct Expansion Fan Coil Units (VRF/VRF)**

The fan coil units will be installed as shown in the contract drawings, be robust, corrosion resistant, be able to maintain individual room conditions by means of individual room controls and suitable for the specified climatic conditions and shall be as manufactured by " DAIKIN/TOSHIBA/LG " or equal and approved.

4.11 **Air Cooled Outdoor Condensing Units (VRV/VRF)/ SRLIT AIR CONDITIONING**

They shall be robust, corrosion resistant and suitable for outdoor installation.

The units to be installed where shown in the contract drawings and shall be as manufactured by MCQUAY, DAIKIN, TOSHIBA, LG or equal and approved.

4.12 **Ceiling Cassettes (VRV/VRF)/ FAN COIL UNITS**

The unit shall be robust, corrosion resistant and suitable for outdoor installation.

The unit to be installed where shown in the contract drawings and shall be as manufactured by MCQUAY, DAIKIN, TOSHIBA, LG or equal and approved.

4.13 **Refrigeration Pipework**

Pipework shall be approved copper tubing and fittings, and shall be properly sized in conformity with Equipment manufacturer manual Good workmanship shall be required to ensure that all the connections are completely air tight.

The suction line shall be insulated with at least 25 mm thickness of approved insulating material which shall not have insulating properties inferior to those of cork.

4.14 **Sheet Metal Ductwork**

The duct sizes shall be as shown on the contract drawings, fabricated from galvanised mild steel sheets of thickness 1 mm (SWG 20) .

External ductwork exposed to weather shall be applied with 2 coats of bitumastic paint.

4.15 **Vibration Isolation**

The Contractor shall be responsible for ensuring that sufficient provision is made to prevent the transmission of vibration from all equipment to the supporting structure and interconnected items of the complete system. It is deemed that the tenderer has included for this requirement in his pricing.

4.16 **Supply and Extract Air Grilles**

The face of the grilles shall be manufactured from extruded aluminium sections and to be as manufactured by "WATERLOO" or approved.

4.17 **Extract fans**

These shall be installed where shown in the drawings. They shall be as Soler & Palau BOX FANS or equal and approved. The installation shall be carried in accordance to the manufacturer's site work instructions.

4.18 **External Ductwork Insulation**

Insulation shall be 25 mm thick expanded Armaflex sheet or spray applied polyurethane foam to a uniform thickness of 25mm.

Polystyrene shall be fixed so that the edges butt without gap and the insulation shall overlap at corners by the thickness of the insulation. The polystyrene sheet shall be fixed by means of a suitable adhesive and plastic impingement pins attached to the ductwork.

The insulation finished with two coats of bitumastic paint and cladded with 0.6 mm thick galvanised mild steel sheeting.

The cladding shall be fixed in lengths of not less than 1.8 metres and the longitudinal seam shall have an overlap of 25 mm and be screwed by self-tapping screws. Joints between lengths of cladding shall be made with a 25 mm overlap and sealing with bitumastic and self-tapping screws. At bends the cladding shall be mitred and each section of mitre shall contain an overlap to permit sealing with bitumastic and securing with self-tapping screws.

Joints between lengths of cladding shall be made with a 25 mm overlap and sealing with bitumastic and self-tapping screws.

The insulation shall be fixed in strict compliance with the manufacturer's installation recommendations.

4.19 **Electrical Equipment for Air Conditioning System**

i) **General**

The following specification covers the general requirements of electrical equipment associated with the air conditioning system.

The contractor shall base his quotation on equipment which is similar or equal to the following specification.

ii) **Motor for the fans**

The motors for the fans shall be totally enclosed squirrel cage induction motors for connection in 240V 50 Hz AC 1-phase or 3phase as detailed in the bills of quantities Motor windings to be connected in star delta and class 'F' insulation to BS 2757. Motors below 3hp shall DOL and over 3hp shall be started by star delta.

iii) **Electric Starters and Conductors**

The Contractor shall supply and install all starters and contactors for all the motors.

Star-Delta starters shall comply with the general provision of BS 587.

Star-Delta contactors shall comply with BS 775:1956 mechanical class 3 and category A4 - 500 for making and breaking capacity.

4.20 **Testing and Commissioning**

i) **Site Tests**

The Contractor shall supply all instruments and equipment necessary to carry out site tests and shall arrange with other Contractors for the testing of associated equipment which may affect the performance of the plant installed under these Contract works.

ii) **Site Tests - Fans**

All fans shall be charged with a suitable lubricant and shall be tested upon completion of the ancillary system erection to ascertain that the performance of each fan complies with the requirements of the specification.

iii) **Completion of Works - Balancing and Commissioning**

Following the site tests and prior to handover, air conditioning systems shall be balanced by means of grilles and dampers so as to give the required air flow rates.

The complete system shall be balanced and commissioned as a whole.

Sectional balancing and commissioning on any one part of the system where this excludes final complete system balancing and commissioning shall not be accepted.

Test volumes within ducts shall be within +/- 5% of the design volumes and volumes at grilles shall be within +/- 10% of the design volumes. When the system has been balanced to the satisfaction of the Engineer it shall be run under complete automatic control for 72 hours continuous operation before acceptance and handover.

Any faults discovered during this time shall be corrected and a further test or tests of 72 hours duration shall be carried out to ensure satisfactory operation, all at the expense of the Contractor.

The testing, balancing and commissioning shall be carried out as described in 'CIBSE' Commissioning code series A, air distribution and shall be witnessed by the Engineer or his duly authorised representative.

4.21 **Instruction Period**

The Contractor shall allow in his contract sum for instructing in the use of the installation to the client's maintenance staff. The period of instruction may be within the contract period but may also be required after the contract period has expired.

The period of time required shall be stipulated by the client but will not exceed one week in which time the client's staff shall be instructed in the operation and maintenance of the equipment.

SECTION VI:

DRAWINGS

MECHANICAL NOTES

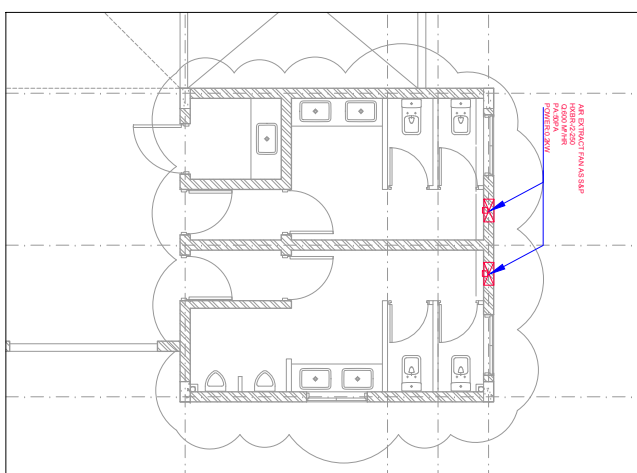
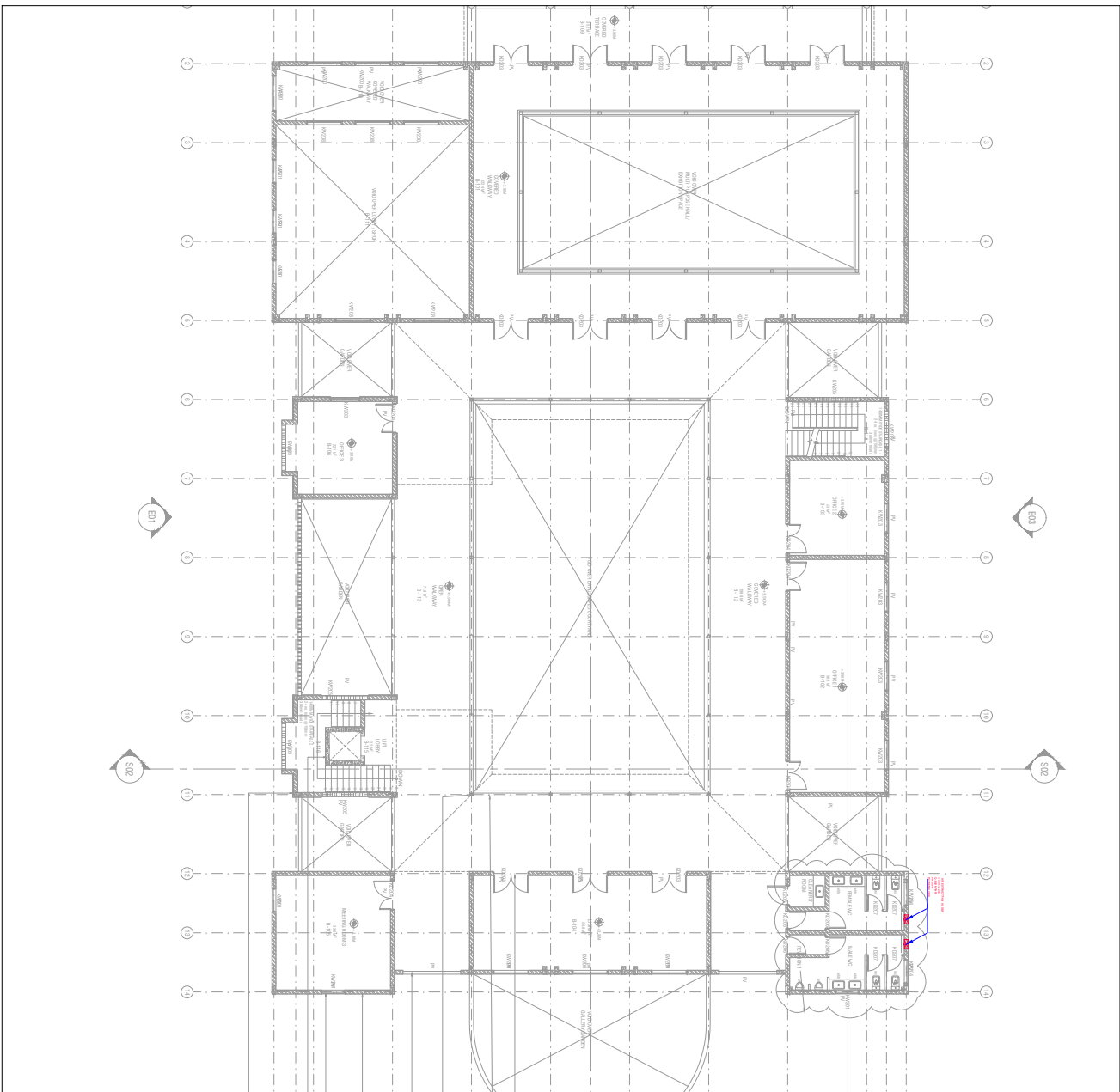
1. ALL DIMENSIONS ARE UNLESS OTHERWISE STATED.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE KENYAN STANDARDS AND REGULATIONS FOR MECHANICAL ENGINEERING AND REFRIGERATION.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING SERVICES AND STRUCTURES.
5. ALL MATERIALS AND EQUIPMENT SHALL BE OF THE HIGHEST QUALITY AND SHALL BE SUBMITTED FOR APPROVAL PRIOR TO INSTALLATION.
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2. ALL DIMENSIONS SHALL BE IN ACCORDANCE WITH THE KENYAN STANDARDS AND REGULATIONS FOR MECHANICAL ENGINEERING AND REFRIGERATION.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING SERVICES AND STRUCTURES.
5. ALL MATERIALS AND EQUIPMENT SHALL BE OF THE HIGHEST QUALITY AND SHALL BE SUBMITTED FOR APPROVAL PRIOR TO INSTALLATION.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE WORK DONE BY OTHER CONTRACTORS.

REV.	DATE	REVISIONS
1	09-11-18	Mechanical Drawings
2	14-12-18	Mechanical Drawings
3	25-11-18	Mechanical Drawings

NOTE:
ALL THE SPECIFICATIONS OF THE EQUIPMENT AND MATERIALS SHALL BE IN ACCORDANCE WITH THE KENYAN STANDARDS.



MECHANICAL - DRAWING

DESIGNED BY:	MBL	CHECKED BY:	MOA
DRAWN BY:	MBL	APPROVED BY:	MOA
DATE:	2018	SCALE:	1:1000(A1)
TITLE:	MECHANICAL	REFERENCE:	
WORK NO.:	MECH/2018/001		

Client:
MINISTRY OF TOURISM AND WILDLIFE

Project Title:
MOMBASA WATERFRONT REGENERATION

Drawing Title:
FIRST FLOOR MECHANICAL LAYOUT

Architect:
THE ARCHITECTS ASSOCIATES LTD
P.O. BOX 188,00100
NAIROBI, KENYA
TEL: +254 20 188800
Email: info@architectsassociates.com



MECHANICAL - DRAWING

MECHANICAL NOTES

- GENERAL**
1. ALL DIMENSIONS ARE IN MILLIMETERS UNLESS OTHERWISE STATED.
 2. ALL DIMENSIONS TO FACE UNLESS OTHERWISE STATED.
 3. ALL DIMENSIONS TO CENTERLINE UNLESS OTHERWISE STATED.
 4. ALL DIMENSIONS TO CENTERLINE UNLESS OTHERWISE STATED.
- MECHANICAL SPECIFICATIONS**
1. ALL UNITS WITH 1/2" AND COMPROM COMPACT
 2. ALL UNITS WITH 1/2" AND COMPROM COMPACT
 3. ALL UNITS WITH 1/2" AND COMPROM COMPACT
 4. ALL UNITS WITH 1/2" AND COMPROM COMPACT

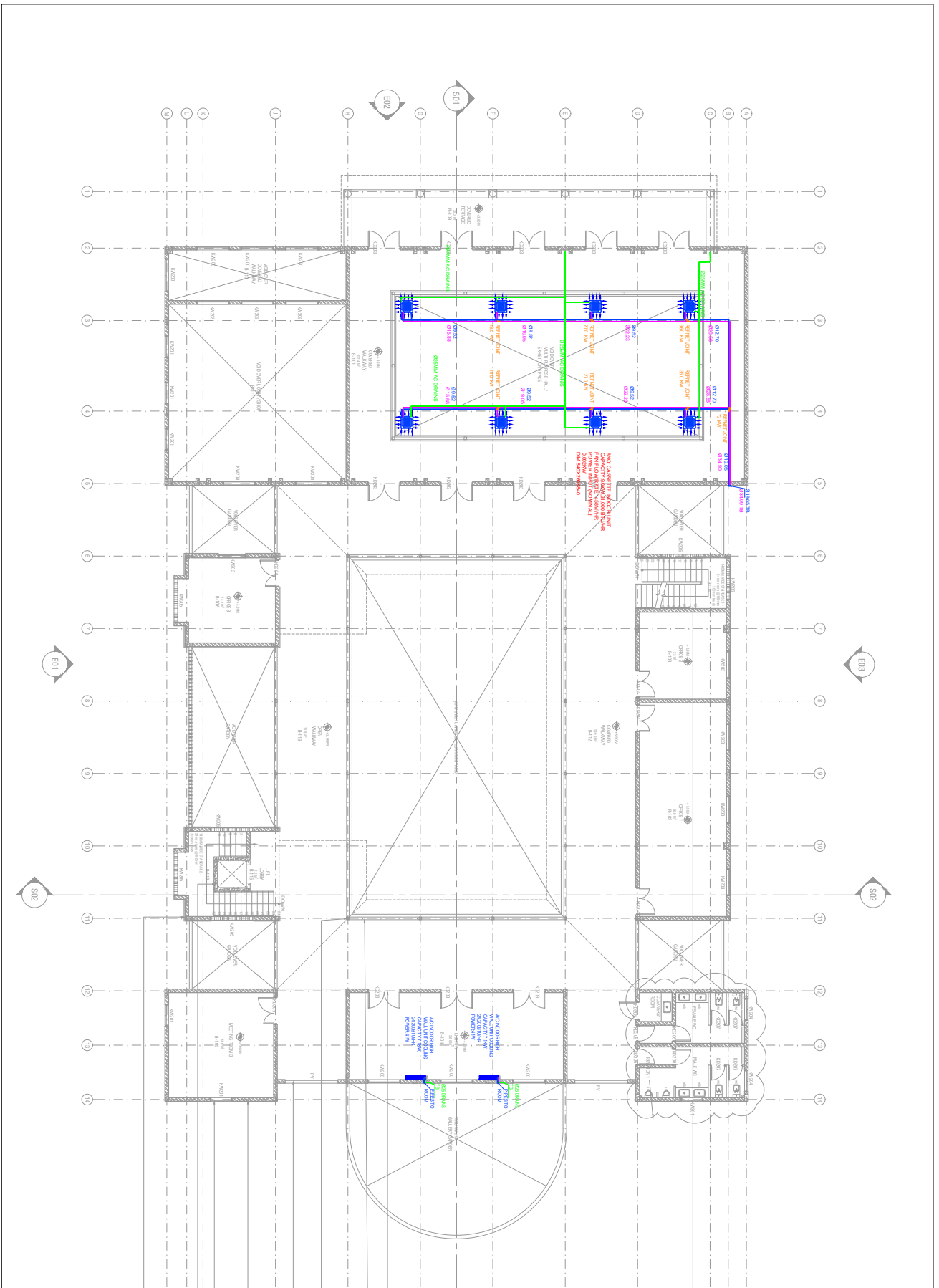
MECHANICAL SPECIFICATIONS

1. THE REFRIGERANT TO BE USED SHALL BE R410A.
2. THE REFRIGERANT TO BE USED SHALL BE R410A.
3. THE REFRIGERANT TO BE USED SHALL BE R410A.
4. THE REFRIGERANT TO BE USED SHALL BE R410A.

REVISIONS

NO.	DATE	DESCRIPTION
1	09.11.18	Mechanical Drawings
2	14.12.18	Mechanical Drawings
3	05.01.19	Mechanical Drawings

Client:	MINISTRY OF TOURISM AND WILD LIFE
Project Title:	MOHAKA WATERFRONT REGENERATION
Drawing Title:	KINOHNI CULTURAL CENTRE GROUND FLOOR AIR CONDITIONING LAYOUT
Architect:	THE ARCHITECTS ASSOCIATES LTD P.O. BOX 184-0000 NAIROBI, KENYA TEL: +254 20 1840000 Email: info@architectskenya.com
Drawn By:	MB
Checked By:	MA
Scale:	1:1000
Reference:	48



MECHANICAL - DRAWING

MECHANICAL NOTES

1. ALL DIMENSIONS ARE IN MILLIMETERS UNLESS OTHERWISE STATED.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES.

MECHANICAL SPECIFICATIONS

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES.
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4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES.

MECHANICAL DRAWINGS

NO.	DATE	DESCRIPTION
1	09.11.18	Mechanical Drawings
2	14.12.18	Mechanical Drawings
3	03.01.19	Mechanical Drawings

MECHANICAL DRAWINGS

NO.	DATE	DESCRIPTION
1	09.11.18	Mechanical Drawings
2	14.12.18	Mechanical Drawings
3	03.01.19	Mechanical Drawings

MECHANICAL DRAWINGS

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MECHANICAL DRAWINGS

NO.	DATE	DESCRIPTION
1	09.11.18	Mechanical Drawings
2	14.12.18	Mechanical Drawings
3	03.01.19	Mechanical Drawings

MECHANICAL NOTES

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2. ALL DIMENSIONS TO FACE UNLESS OTHERWISE STATED.
3. ALL DIMENSIONS TO FACE UNLESS OTHERWISE STATED.
4. ALL DIMENSIONS TO FACE UNLESS OTHERWISE STATED.

MECHANICAL SPECIFICATIONS

1. CENTRAL AIR CONDITIONING SYSTEM
2. ALL UNITS WITH 100% AIR FLOW CAPABILITY
3. ALL UNITS TO BE PROVIDED BY THE CONTRACTOR
4. ALL UNITS TO BE PROVIDED BY THE CONTRACTOR
5. ALL UNITS TO BE PROVIDED BY THE CONTRACTOR
6. ALL UNITS TO BE PROVIDED BY THE CONTRACTOR

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MECHANICAL SPECIFICATIONS

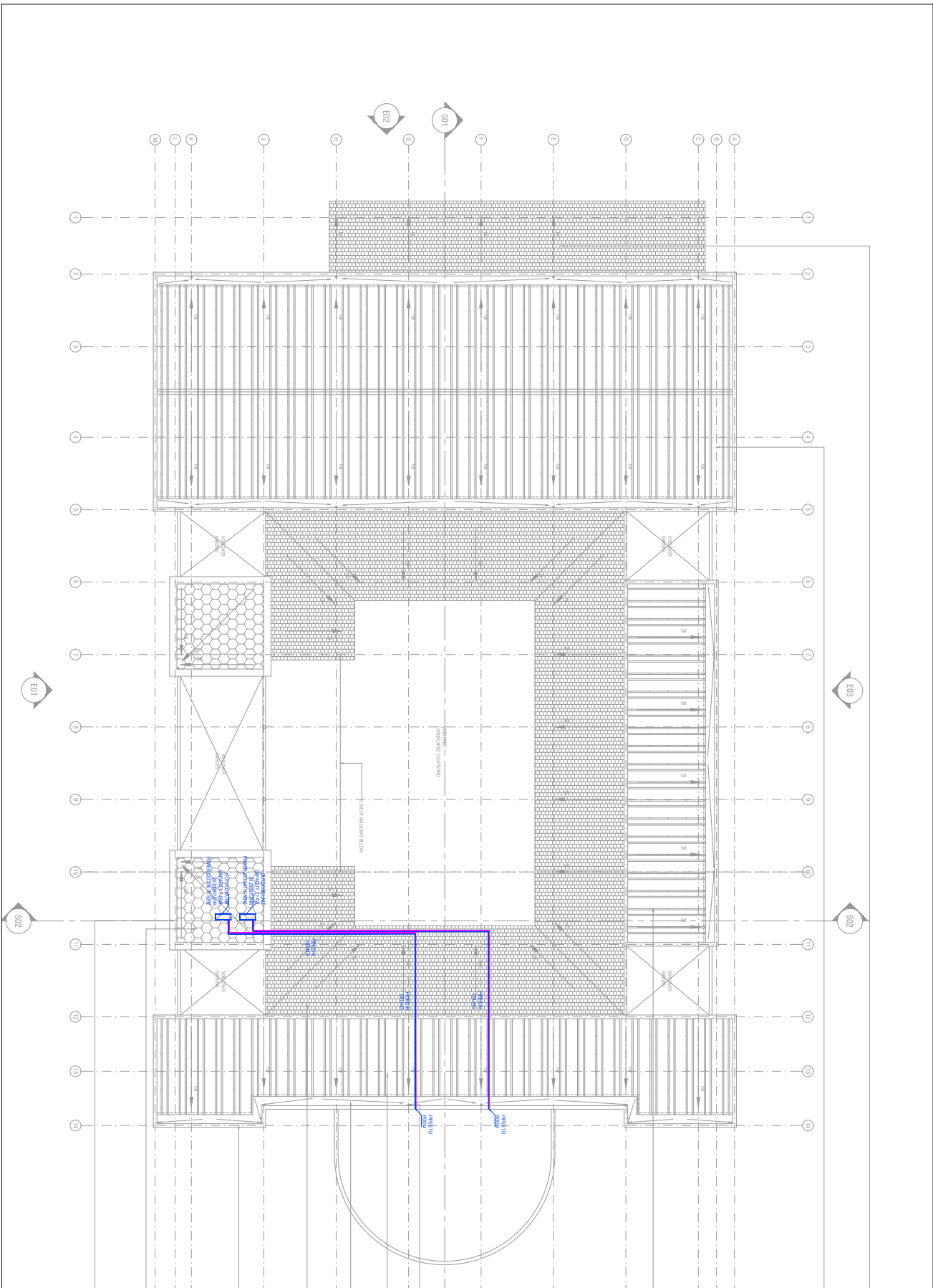
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5. ALL UNITS TO BE PROVIDED BY THE CONTRACTOR
6. ALL UNITS TO BE PROVIDED BY THE CONTRACTOR



MECHANICAL - DRAWING

DESIGNED BY:	MBL	CHECKED BY:	MOA
DRAWN BY:	MBL	APPROVED BY:	MOA
DATE:	04/04/2019	SCALE:	1:1000(A1)
PROJECT NO.:	44540027	REVISIONS:	04

Client:
MINISTRY OF TOURISM AND WILD LIFE

Project Title:
MOMBASA WATERFRONT REGENERATION

Drawing Title:
MINDING CULTURAL CENTRE ROOFTOP AIR CONDITIONING LAYOUT

Architect:
THE ASSOCIATED ENGINEERS LTD
P.O. BOX 188-0006
NAIROBI, KENYA
TEL: +254 20 418060
Email: info@engineerskenya.com

SECTION VII:

BILLS OF QUANTITIES

Notes for preparing Bills of Quantities

1.0 Preamble To Bill of Quantities

- a) The Bill of Quantities shall form part of the Contract Documents and is to be read in conjunction with the Instructions to Tenderers, Conditions of Contract Parts I and II, Specifications and Drawings.
- b) The brief description of the items in the Bill of Quantities is purely for the purpose of identification, and in no way modifies or supersedes the detailed descriptions given in the conditions of Contract and Specifications for the full direction and description of work and materials.
- c) The Quantities set forth in the Bill of Quantities are estimated and provisional, representing substantially the work to be carried out, and are given to provide a common basis for tendering and comparing of Tenders. There is no guarantee to the Contractor that he will be required to carry out all the quantities of work indicated under any one particular item or group of items in the Bill of Quantities. The basis of payment shall be the Contractor's rates and the quantities of work actually done in fulfilment of his obligation under the Contract.
- d) The prices and rates inserted in the Bills of Quantities will be used for valuing work executed, and the Engineer will measure the whole of the works executed in accordance with this Contract.
- e) A price or rate shall be entered in ink against every item in the Bill of Quantities with the exception of items, which already have provisional sums, affixed thereto. The Tenderers are reminded that no "nil" or "included" rates or "lump-sum" discounts will be accepted. The rates for various items should include discounts if any. Tenderers who fail to comply will be disqualified.
- f) Provisional sums (including Dayworks) in the Bill of Quantities shall be expended in whole or in part at the discretion of the Engineer in accordance with Sub-clause 52.4 and Clause 58 of part of the Conditions of Contract.
- g) The price and rates entered in the Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all Constructional plant to be used, labour, insurance, supervision, compliance, testing, materials, erection, maintenance or works, overheads and profits, taxes and duties together with all general risks, liabilities and obligations set out or implied in the Contract, transport, electricity and telephones, water, use and replenishment of all consumables, including those required under the Contract by the Engineer and his staff.

- h) Errors will be corrected by the Employer for any arithmetic errors in computation or summation as follows:
 - (a) Where there is a discrepancy between amount in words and figures, the amount in words will govern; and
 - (b) Where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit price and the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer, there is an obviously gross misplacement of the decimal point in the unit price, in which event the total amount as quoted will govern and the unit rate will be corrected.
 - (c) If a Tenderer does not accept the correction of errors as outlined above, his Tender will be rejected.
- i) The Bills of Quantities, unless otherwise expressly stated therein, shall be deemed to have been prepared in accordance with the principles of the latest edition of the Civil Engineering Standard Method of Measurement (CESMM).
- j) “Authorised” “Directed” or “Approved” shall mean the authority, direction or approval of the Engineer.
- k) Unless otherwise stated, all measurements shall be net taken on the finished work carried out in accordance with the details shown on the drawings or instructed, with no allowance for extra cuts or fills, waste or additional thickness necessary to obtain the minimum finished thickness or dimensions required in this Contract. Any work performed in excess or the requirements of the plans and specifications will not be paid for, unless ordered in writing by the Engineer.
- l)
 - (a) Hard material, in this Contract, shall be defined as the material which, in the opinion of the Engineer, require blasting, or the use of metal wedges and sledgehammers, or the use of compressed air drilling for their removal, and which cannot be extracted by ripping with a dozer tractor of at least 150 brake horse power (112 kilowatt) with a single, rear-mounted, hydraulic ripper. Boulders of more than 0.2m³ occurring in soft material shall be classified as hard material
 - (b) Soft material shall be all material other than hard material.

2.0 The objectives of the Bills of Quantities are;

- (a) to provide sufficient information on the quantities of Works to be performed to enable tenders to be prepared efficiently and accurately;
- and
- (b) when a Contract has been entered into, to provide a priced Bills of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bills of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bills of Quantities should be as simple and brief as possible.

3.0 The Bills of Quantities should be divided generally into the following sections:

(a) Preliminaries.

The preliminaries should indicate the inclusiveness of the unit prices, and should state the methods of measurement which have been adopted in the preparation of the Bills of Quantities and which are to be used for the measurement of any part of the Works.

The number of preliminary items to be priced by the tenderer should be limited to tangible items such as site office and other temporary works, otherwise items such as security for the Works which are primarily part of the Contractor's obligations should be included in the Contractor's rates.

(b) Work Items

- (i) The items in the Bills of Quantities should be grouped into sections to distinguish between those parts of the Works which by nature, location, access, timing or any other special characteristics may give rise to different methods of construction or phasing of the Works or considerations of cost. General items common to all parts of the Works may be grouped as a separate section in the Bills of Quantities.
- (ii) The brief description of the items in the Bill of Quantities should in no way modify or supersede the detailed descriptions given in the Contract drawings, Conditions of Contract and Specifications.
- (iii) Quantities should be computed net from the Drawings, unless directed otherwise in the Contract, and no allowance should be made for bulking, shrinkage or waste. Quantities should be rounded up or down where appropriate.
- (iv) The following units of measurement and abbreviations are recommended for use.

<i>Unit</i>	<i>Abbreviation</i>	<i>Unit</i>	<i>Abbreviation</i>
cubic meter	M ³ or cu m	millimeter	mm
hectare	ha	month	mon
hour	h	number	nr
kilogram	kg	square meter	m ² or sq m
lump sum	sum	square millimeter	mm ² or sq mm
meter	m	week	wk
metric ton (1,000 kg)	t		

- (v) The commencing surface should be identified in the description of each item for Work involving excavation, boring or drilling, for which the commencing surface is not also the original surface. The excavated surface should be identified in the description of each item for Work involving excavation for which the excavated surface is not also the final surface. The depths of Work should be measured from the commencing surface to the excavated surface, as defined.

(c) Daywork Schedule

A Daywork Schedule should be included if the probability of unforeseen work, outside the items included in the Bills of Quantities is relatively high. To facilitate checking by the Employer of the realism of rates quoted by the tenderers, the Daywork Schedule should normally comprise:

- (i) a list of the various classes of labour, and materials for which basic Daywork rates or prices are to be inserted by the tenderer, together with a statement of the conditions under which the Contractor will be paid for Work executed on a Daywork basis; and
- (ii) a percentage to be entered by the tenderer against each basic Daywork Subtotal amount for labour, materials and plant representing the Contractor's profit, overheads, supervision and other charges.

(d) Provisional Quantities and Provisional Sums

- (i) Provision for quantity contingencies in any particular item or class of Work with a high expectation of quantity overrun should be made by entering specific "Provisional Quantities" or "Provisional Items" in the Bills of Quantities, and *not* by increasing the quantities for that item or class of Work beyond those of the Work normally expected to

be required. To the extent not covered above, a general provision for physical contingencies (quantity overruns) should be made by including a “Provisional Sum” in the Summary of the Bills of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a “Provisional Sum” in the Summary of the Bills of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises.

- (ii) Provisional Sums to cover specialized works normally carried out by Nominated Sub Contractors should be avoided and instead Bills of Quantities of the specialised Works should be included as a section of the main Bill of Quantities to be priced by the Main Contractor. The Main Contractor should be required to indicate the name (s) of the specialised firms he proposes to engage to carry out the specialized Works as his approved domestic sub-contractors. Only Provisional Sums to cover specialized Works by statutory authorities should be included in the Bills of Quantities.
- (iii) Unless otherwise provided in the Contract, the Provisional Sums included in the Bills of Quantities should always be expended in whole or in part at the discretion of the Engineer after full consultation with the Employer.

(e) Summary

The Summary should contain a tabulation of the separate parts of the Bills of Quantities carried forward, with Provisional Sums for Dayworks, physical (quantity) contingencies, and price contingencies (upward price adjustment) where applicable.

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD FROM PREVIOUS PAGE					
A	REFNETS JOINTS				
	Supply, Installation, Testing and Commissioning of Refrigerant 'Y' Joint Required for distribution of refrigerant in copper piping etc complete as per layout drawings and Standard specifications				
	All Refnet joints based on manufacturers specs and installation guidelines with insulations, as per the design	No	7		-
B	ELECTRICAL CONNECTIONS				
	Supply, Installation testing & Commissioning from Electrical panel to Electrical supply to VRF Outdoor units. Incomer will be terminated by others. Weather proof (IP-65) control panel should be complete with main MCCB, Multi functional meter, rotary switch, indicating lamps, bus-bar, ELCB, and single phase preventer for each outgoing feeder, etc. Electrical panel should be suitable for VRF ODU.	No.	8		-
C	CONTROL WIRING				
i	Allow for control/transmission wiring in 2corex 1.5sqmm shielded copper wire from Indoor Units to the Outdoor Units	Sum	1		-
ii	Allow for wiring from Indoor Units to the remote controller	No.	8		-
D	AMC				
	AMC (Annual Maintenance Contract) cost 2 years additional warranty on complete VRF/VRV system including service as quoted above from date of commissioning.	Sum	1		-
II	MECHANICAL VENTILATIONS				
A	WALL MOUNT TOILET EXTRACT FANS				
i	install, test and commission high level mounted in line duct fan as SOLER & PALAU HXBR-/2-250 Q:600 M³/hr @50PA, Power:0.2KW. The fan to be complete with acoustic insulation of 50mm thickness fire proof fibre glass with high resistance coating, electric motor, couplings, flexible connections, The quotes to include antivibration mounting and Electrical connections, etc. The fan should come complete with control panels and timers. Or approved equivalent.	No	6		-
ii	Ditto TD/250-100 Q:120M3/hr, complete with 2 square meters of duct, 100x100mm extract grilles, 150x150 insect louvres, and all the mounting accessories	No	1		-
B	ELECTRICAL CONNECTION				
	Wiring including any necessary conduit, fittings etc. between the power supply points and the the fan with a cable length of 2m. The cost shall include any isolators if and as required.	No	7		-
TOTAL FOR AIRCONDITIONING CARRY FORWARD TO SUMMARY PAGE					

SECTION VIII

STANDARD FORMS

- (i) Form of Invitation for Tenders
- (ii) Form of Tender
- (iii) Appendix to Form of Tender
- (iv) Letter of Acceptance
- (v) Form of Agreement
- (vi) Form of Tender Security
- (vii) Performance Bank Guarantee (unconditional)
- (viii) Bank Guarantee for Advance Payment
- (ix) Tender Questionnaire
- (xi) Confidential Business Questionnaire
- (x) Statement of Foreign Currency Requirement
- (xi) Schedule of Materials;- Basic Prices
- (xii) Schedule of Labour;- Basic Prices
- (xiii) Schedule of Plant and Equipment
- (xv) Details of Sub-Contractors
- (xvi) Certificate of Tenderer's Site visit
- (xvii) Form of Written Power of Attorney
- (xviii) Key Personnel
- (xix) Completed Civil Works
- (xx) Schedule of Ongoing Projects
- (xxi) Other Supplementary Information
- (xxii) Request for Review Form

FORM OF INVITATION FOR TENDERS

_____ [date]

To: _____ [name of Contractor]
_____ [address]

Dear Sirs:

Reference: _____ **[Contract Name]**

You have been prequalified to tender for the above project.

We hereby invite you and other prequalified tenderers to submit a tender for the execution and completion of the above Contract.

*A complete set of tender documents may be purchased by you from _____
[mailing address, cable/telex/facsimile numbers].*

Upon payment of a non-refundable fee of Kshs _____

All tenders must be accompanied by _____ number of copies of the same and a security in the form and amount specified in the tendering documents, and must be delivered to

_____ [address and location]

at or before _____ (time and date). Tenders will be opened immediately thereafter, in the presence of tenderers' representatives who choose to attend.

Please confirm receipt of this letter immediately in writing by cable/facsimile or telex.

Yours faithfully,

Authorised Signature

Name and Title

FORM OF TENDER

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 _____

APPENDIX TO FORM OF TENDER

(This appendix forms part of the tender)

CONDITIONS OF CONTRACT	CLAUSE	AMOUNT
Tender Security (Bank Guarantee only)		Kshs
Amount of Performance Security (Unconditional Bank Guarantee)	10.1	___ percent of Tender Sum in the form of Unconditional Bank Guarantee
Program to be submitted	14.1	Not later than ___ days after issuance of Order to Commence
Cashflow estimate to be submitted	14.3	Not later than ___ days after issuance of Order to Commence
Minimum amount of Third Party Insurance	23.2	Kshs.
Period for commencement, from the Engineer's order to commence	41.1	_____ days
Time for completion	43.1
Amount of liquidated damages	47.1	Kshs. _____ per day
Limit of liquidated damages	47.1	% of Contract Value
Defect Liability period	49.1	Months
Percentage of Retention	60.5	___ of Interim Payment Certificate
Limit of Retention Money	60.5	% of Contract Price
Minimum amount of interim certificates	60.2	Contract value/Time for completion in months
Time within which payment to be made after Interim Payment Certificate signed by Engineer	60.8	_____ days
Time within which payment to be made after Final Payment Certificate signed by Engineer	60.8	_____ days
Appointer of Arbitrator	67(3)	Chief Justice of The Republic of Kenya
Notice to Employer and Engineer	68.2	The Employers address is: Permanent Secretary, Ministry of....., P.O.Box <u>NAIROBI</u> The Engineer's address is: Chief Engineer(.....), Ministry of....., P.O.Box..... <u>NAIROBI</u>

Signature of Tender.....Date.....

LETTER OF ACCEPTANCE

[letterhead paper of the Employer]

_____ [date]

To: _____
[name of the Contractor]

[address of the Contractor]

Dear Sir,

This is to notify you that your Tender dated _____
for the execution of _____
[name of the Contract and identification number, as given in the Tender documents] for the Contract
Price of Kshs. _____ [amount in figures] [Kenya
Shillings _____ (amount in words)] in accordance with the
Instructions to Tenderers is hereby accepted.

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

Authorized Signature

Name and Title of Signatory

Attachment : Agreement

FORM OF AGREEMENT

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

WHEREAS THE Employer is desirous that the Contractor executes

(*name and identification number of Contract*) (hereinafter called “the Works”) located at _____ [*Place/location of the Works*] and the Employer has accepted the tender submitted by the Contractor for the execution and completion of such Works and the remedying of any defects therein for the Contract Price of Kshs _____ [*Amount in figures*], Kenya Shillings _____ [*Amount in words*].

NOW THIS AGREEMENT WITNESSETH as follows:

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

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

The common Seal of _____

Was hereunto affixed in the presence of _____

Signed Sealed, and Delivered by the said _____

Binding Signature of Employer _____

Binding Signature of Contractor _____

In the presence of (i) Name _____

Address _____

Signature _____

[ii] Name _____

Address _____

Signature _____

FORM OF TENDER SECURITY

WHEREAS(hereinafter called “the Tenderer”) has submitted his tender dated for the construction of
..... (name of Contract)

KNOW ALL PEOPLE by these presents that WE having our registered office at(hereinafter called “the Bank”), are bound unto(hereinafter called “the Employer”) in the sum of Kshs..... for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents sealed with the Common Seal of the said Bank this Day of20.....

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers
Or
2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;
 - (c) rejects a correction of an arithmetic error in the tender.

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

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

_____	_____
<i>[date]</i>	<i>[signature of the Bank]</i>
_____	_____
<i>[witness]</i>	<i>[seal]</i>

(Amend accordingly if provided by Insurance Company)

Ministry of Tourism and Wildlife state Department for Tourism

PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

To: _____ (Name of Employer) _____ (Date)
_____ (Address of Employer)

Dear Sir,

WHEREAS _____ (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ (hereinafter called “the Works”);

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

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

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR _____

Name of Bank _____

Address _____

Date _____

Ministry of Tourism and Wildlife state Department for Tourism

(Amend accordingly if provided by Insurance Company)

BANK GUARANTEE FOR ADVANCE PAYMENT

To: _____ [name of Employer] _____ (Date)
_____ [address of Employer]

Gentlemen,

Ref: _____ [name of Contract]

In accordance with the provisions of the Conditions of Contract of the above-mentioned Contract, We, _____ [name and Address of Contractor] (hereinafter called "the Contractor") shall deposit with _____ [name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Contract in an amount of Kshs. _____ [amount of Guarantee in figures] Kenya Shillings _____ [amount of Guarantee in words].

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

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

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

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

Yours faithfully,

Signature and Seal _____

Name of the Bank or financial institution _____

Address _____

Ministry of Tourism and Wildlife state Department for Tourism

Date _____
Witness: Name: _____
Address: _____
Signature: _____
Date: _____

TENDER QUESTIONNAIRE

Please fill in block letters.

1. Full names of tenderer

.....

2. Full address of tenderer to which tender correspondence is to be sent (unless an agent has been appointed below)

.....

3. Telephone number (s) of tenderer

.....

4. Telex address of tenderer

.....

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

.....

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

.....

.....

Signature of Tenderer

Make copy and deliver to: _____ (*Name of Employer*)

DECLARATION FORM

Date _____

To _____

The tenderer i.e. (name and address) _____
_____ declare the following:

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

Title

Signature

Date

(To be signed by authorized representative and officially stamped)

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Name of your bankers.....

Branch.....

Part 2 (a) – Sole Proprietor

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

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

*Citizenship details

Part 2 (b) – Partnership

Give details of partners as follows:

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

Part 2(c) – Registered Company:

Private or public.....

State the nominal and issued capital of the Company-

Nominal Kshs.....

Issued Kshs.....

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)

* Attach proof of citizenship

STATEMENT OF FOREIGN CURRENCY REQUIREMENTS

(See Clause 60[5] of the Conditions of Contract)

In the event of our Tender for the execution of _____
_____ (*name of Contract*) being accepted, we
would require in accordance with Clause 21 of the Conditions of
Contract, which is attached hereto, the following percentage:

(Figures)..... (Words).....

of the Contract Sum, (Less Fluctuations) to be paid in foreign
currency.

Currency in which foreign exchange element is required:

.....

Date: The Day of 20.....

Enter 0% (zero percent) if no payment will be made in foreign
currency.

Maximum foreign currency requirement shall be
_____ (percent) of the Contract Sum, less Fluctuations.

(Signature of Tenderer)

SCHEDULE OF MATERIALS;-BASIC PRICES
(Ref: Clause 70 of Conditions of Contract)

MATERIAL	UNIT	ORIGIN AND PRICE			TRANSPORTATION COST FROM SOURCE OF ORIGIN	
		COUNTRY OF ORIGIN	COUNTRY SUPPLIER	PRICE	MODE	PRICE (KSHS)
Cement	Mg					
Lime	Mg					
Sand	Mg					
Aggregate	Mg					
Diesel	L					
Regular Petrol	L					
Super Petrol	L					
Kerosene	L					
Structural steel	Mg					
Gabion Mesh	M2					
Reinforcement Steel	Mg					
Explosives	Kg					
Oil and Lubricants	L					
Bitumen Emulsion A3	L					
Bitumen Emulsion A4	L					
Bitumen Emulsion K1	L					
Bitumen Emulsion K3	L					
Bitumen 80/100	Kg					
Bitumen MC 30	ML					
Bitumen MC 70	L					
Bitumen MC 3000	L					
Ammonium nitrate for blasting	Kg					

I certify that the above information is correct.

Ministry of Tourism and Wildlife state Department for Tourism

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 particulars 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

EVALUATION: TENDER NUMBER MOT/06/2018-2019(b)

**FOR; REGENERATION OF MAMA NGINA WATERFRONT AND CULTURAL DISTRICT: HVAC
INSTALLATION WORKS**

STAGE 1; PRELIMINARY EVALUATION

S/NO	CRITERIA
1	Current Category of Registration with National Construction Authority (NCA1-6) in the relevant trade;
2	Provision of a tender Security, that is in the required form, amount and that the tender is valid for the period required;
3	Dully filled Form of Tender;
4	Valid Tax Compliance Certificate
5	List of directors with respective shareholding and citizenship details
6	Dully filled Confidential Business Questionnaire
7	Company Registration Certificate
8	Current business permits from relevant local authority
	REMARKS

NOTES

- 1. Tenders which do not satisfy any of the above requirements shall be rejected**
- 2. √ Responsive**
- 3. X Non Responsive**

STAGE 2. TECHNICAL EVALUATION.

PARAMETER	MAXIMUM POINTS
(i) Tender Questionnaire -----	5
(ii) Key personnel - -----	20
(iii) Contract Completed in the last Five (5) years-----	25
(iv) Schedules of contractor's equipment -----	15
(v) Audited Financial Report for the last 3 years-----	10
(vi) Evidence of Financial Resources -----	10
(vii) Litigation History-----	5
(viii) Sanctity of the tender document as in accordance with clause 5 of instruction to tenderer -----	10
TOTAL POINTS	100

	Project of similar nature, complexity and magnitude -- 5 per each	
	Attach contract agreements and practical completion certificates	
vi)	Schedule of contractors equipment and transport (proof or evidence of ownership/Lease)	15
	Relevant Transport 5	
	Means of transport (Vehicle) 5	
	No means of transport -----0	
	Relevant Equipment 10	
	(Maximum No. of equipment to be considered – 5 No.---- 2	
v)	Financial report	10
	Audited financial report (last two (2) years) 10	
	Turn over greater or equal to 5 times the cost of the project --- 10	
	Turn over greater or equal to 3 times the cost of the project- 6	
	Turn over greater or equal to the cost of the project---- 4	
	Turn over below the cost of the project ----- 2	
vi)	Evidence of Financial Resources	10
	Availability of Liquid Assets and access to lines of credit or other financial resources ----- 5	
	Proof of financial stability (current ratio 2:1) ----- 5	
vii)	Litigation History	5
	Filled ----- 5 Not filled ----- 0	
viii)	Sanctity of the tender document	10
	Having the document intact (not tempered with in any way) -----10	
	Having mutilated or modified the tender document---- 0	
	GRAND TOTAL	100

Any bidder who scores 60 points and above shall be considered for further evaluation

STAGE 3 FINANCIAL EVALUATION

Price comparison and checking for arithmetic errors.