



JARAMOGI OGINGA ODINGA UNIVERSITY
OF SCIENCE AND TECHNOLOGY

TENDER DOCUMENT

FOR

**TENDER NUMBER JOOUST/ONT/C4/40/2019-2020: Tender for Air
Conditioning and Mechanical Ventilation Installations Works for the
Research Centre at Miyandhe Campus - Bondo, Siaya County**

CLOSING DATE 24TH JULY 2020

OPENING DATE 6TH AUGUST 2020

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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

SECTION I INVITATION TO TENDER

TENDER REF NO: JOOUST/ONT/C4/40/2019-2020

TENDER NAME: TENDER FOR AIR CONDITIONING AND MECHANICAL VENTILATION INSTALLATIONS WORKS FOR THE RESEARCH CENTRE AT MIYANDHE- BONDO, SIAYA COUNTY

- 1.1 Jaramogi Oginga Odinga University of Science and Technology invites sealed bids from eligible candidates for Tender for Air Conditioning and Mechanical Ventilation Installations Works for the Research Centre at Miyandhe- Bondo, Siaya County
- 1.2 Tender documents with detailed specifications shall be downloaded free of charge at the University website www.jooust.ac.ke and Public Procurement Information Portal www.tenders.go.ke. Tenderers who download the tender document and intend to submit a bid are required to submit their particulars to the University through email: proc@jooust.ac.ke for the purpose of receiving any further clarification and/or addendum.
- 1.3 **THERE SHALL BE MANDATORY SITE VISIT TO BE HELD ON 10TH JULY 2020 FROM 10 AM AT THE ADMINISTRATION BLOCK SITE IN THE MAIN CAMPUS**
- 1.4 Dully filled tender documents are to be enclosed in plain sealed envelopes, marked with the tender number, tender description **and bearing no indication of the applicant**, clearly /marking each “**ORIGINAL TENDER**” and “**COPY OF TENDER**” should be deposited in the tender box at Jaramogi Oginga Odinga University of Science and Technology or be addressed to:-

The Vice Chancellor,
Jaramogi Oginga Odinga University of Science and Technology,
P.O. Box 210-40601
BONDO.

- 1.5 The tender document should reach on or before **24TH JULY 2020**
- 1.6 Due to COVID-19, the application documents will be open on **6TH AUGUST 2020** at the Assembly Hall, Main Campus in the presence of the candidates or their representatives who choose to attend.

NB: Due to ministry of health instructions on social distancing, the number of bidders/representatives will be limited

- 1.7 **BIDDERS MUST SERIALIZE THE BID DOCUMENT. THE UNIVERSITY SHALL NOT BEAR RESPONSIBILITY FOR THE LOSS OF ANY DOCUMENT.**

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”** means a Central Government Ministry, Local Authority, State Corporation or any other Public Institution.

2. Eligibility and Qualification Requirements

- 2.1 This invitation to tender is open to all tenderers who are eligible as stated in the appendix.
- 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 to 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.5,000/=
- 3.3 The procuring entity shall allow the tenderer to view the tender document free of charge before purchase.

4. 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 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 ninety (90) 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 be 2 percent of the total 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 as 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 or persons signing the tender.

SUBMISSION OF TENDERS

17. Sealing and Marking of Tenders

- 17.1 The tenderer shall seal the original and copy of the tender in 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 Employer at the address stated in the Appendix to Instructions to Tenderers and bear the name and identification of the Contract stated in the said Appendix with a warning not to open before the date and time for opening of tenders stated in the said Appendix.
- 17.3 The inner envelopes shall each 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 the time and location indicated in the Letter of Invitation to Tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 20.2 Tenders for which an acceptable notice of withdrawal has been submitted, pursuant to clause 19, will not be opened. The Employer will examine the tenders to determine whether they are complete, whether the requisite Tender Sureties have been furnished, whether the documents have been properly signed and whether the tenders are generally in order.
- 20.3 At the tender opening, the Employer will announce the tenderer's names, total tender price, tender price modifications and tender withdrawals, if any, the presence of the requisite Tender Surety and such other details as the Employer, at his discretion, may consider appropriate. No tender shall be rejected at the tender opening except for late tenders.
- 20.4 The Employer shall prepare 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 at 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 NOT be corrected by the Employer.**

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 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.

26.3 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.

26.4 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.

26.5 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.

- 26.6 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 26.7 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 annual 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 tender s 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 is 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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
1.1	The employer is the Vice Chancellor , Jaramogi Oginga Odinga University of Science and Technology.
1.7	Qualification criteria as set out in the tender evaluation criteria
1.8	N/A
1.9	Joint venture or individual tenderers only.

1.13	N/A
2.3	Or through email address: proc@jooust.ac.ke
3.2.(e)	N/A
3.4	N/A
3.6	Validity period of 90 days
3.8	Tender surety shall be valid for 30 days beyond the validity of tender from the date of tender opening.
3.12 (b)	N/A
3.14	One original and a copy of the original
3.18	Bid security of 2% OF THE TENDER SUM from a reputable bank recognized by the Central Bank of Kenya
5.2	Alternative bids not allowed
5.7	N/A: PPAD 2015 Applies
5.9	N/A
5.12	N/A
6.5	Successful tenderer to provide performance security of 10% of the Sub-Contract sum from reputable bank recognized by Central Bank of Kenya prior to Sub-Contract signing.
6.8	N/A
6.12	-The word “valuation” should read “variation” -Variation shall apply as prescribed by the Public Procurement and Asset Disposal Act, 2015
6.13	Shall be 60 days from the date of receipt of the request
8.0	Due diligence shall be conducted before award in accordance with the Public Procurement and Asset Disposal Act, 2015
9.0	Tenderer shall be required to provide litigation history which may be subjected to due diligence to ascertain the possibility of negatively affecting performance.

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

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

The date for commencement of the Works is _____ **SEPTEMBER 2020** _____

The Employer (Sub-clause 1.1.12.)

The Employer is **JARAMOGI OGINGA ODINGA UNIVERSITY OF SCIENCE AND TECHNOLOGY**

The Engineer (Sub-clause 1.1.15)

The _____ Engineer _____ is _____

Time for Completion (Sub-clause 1.1.35.)

The Time for Completion is **12 months** _____ from the commencement Date.

Contractor's Profit (Sub-clause 1.6.)

The percentage to cover profit entitlement, where appropriate, is **N/A** _____ %.

Ruling Language (Sub-clause 5.1.)

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

Day to Day Communications (Sub-clause 5.2.)

The language for day to day communications is ENGLISH_____

Programme to be Furnished (Sub-clause 12.1.)

The Programme must be submitted in the form of _____MICROSOFT PROJECT_____

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

Supplies on the Site are:

a. Electricity:_____KENYA POWER_____

b. Water: _____SIAYA BONDO WATER AND SANITATION_____

Employer’s Equipment (Sub-clause 14.4.)

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

_____N/A_____

Working Hours (Sub-clause 18.3.)

The normal working hours are _____8.00AM-5.00PM AS PER NEMA GUIDLINES_____

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 _____N/A_____

Maximum _____N/A_____

Prolonged delay (Sub-clause 27.2.)

Maximum amount recoverable from the Contractor by the Employer:

_____N/A_____

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:

N/A

Rates of Exchange (Sub-clause 53.3.)

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

N/A

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 _____N/A_____

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 works 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

SECTION II

GENERAL MECHANICAL SPECIFICATION

SECTION II
GENERAL MECHANICAL SPECIFICATION

2.1 General

This section specifies the general requirements for plant, equipment and materials forming part of the Sub-Contract works and shall apply except where specifically stated elsewhere in the Specification or on the Contract Drawings.

2.2 Quality of Materials

All plant, equipment and materials supplied as part of the Sub-Contract Works shall be new and of first-class commercial quality, shall be free from defects and imperfections and where indicated shall be of grades and classifications designated herein.

All products or materials not manufactured by the Sub-Contractor shall be the products of reputable manufacturers and so far as if they had been manufactured by the Sub-Contractor.

Materials and apparatus required for the complete installation as called for by the Specification and Contract Drawings shall be supplied by the Sub-Contractor unless mention is made otherwise.

Materials and apparatus supplied by others for installation and connection by the Sub-Contractor shall be carefully examined on receipt and stored. Should any defects be noted, the Sub-Contractor shall immediately notify the Engineer.

Defective equipment or that damaged in the course of installation or tests shall be replaced or repaired to the approval of the Engineer.

2.3 Regulations and Standards

The Sub-Contract Works shall comply with the current editions of the following:-

- (a) The Kenya Government Regulations.
- (b) The United Kingdom Institution of Electrical Engineering Regulations for the electrical equipment of buildings.
- (c) The United Kingdom Chartered Institution of Building Services' Guides.
- (d) The Kenya Bureau of Standards Specifications.
- (e) British Standards and Codes of Practice as published by the British Standards Institution.
- (f) The Local Council By-Laws.
- (f) The Electricity Supply Authority By-laws.
- (g) The Kenya Building Regulations.

2.4 Electrical Requirements

Plant and equipment supplied under this Sub-Contract shall be complete with all necessary motor starters, control boards, and other control apparatus. Where control panels incorporating several starters are supplied they shall be complete with a main isolator.

The supply power up to and including local isolators will be provided and installed by the Electrical Sub-Contractor. All other wiring shall be as described in the Particular Specification.

The Sub-Contractor shall supply three copies of all schematic, cabling and wiring diagrams for the Engineer's approval.

The starting current of all electric motors and equipment shall not exceed the maximum permissible starting currents described in the Kenya Power and Lighting Company Ltd.'s By-Laws.

All electrical plant and equipment supplied by the Sub-Contractor shall be rated for the supply voltage and frequency obtained in Kenya that is 415 volts, 50Hz, 3-phase or 240 volts, 50Hz 1-phase as specified in the particular specification.

Any equipment that is not rated for the above voltage and frequencies may be rejected by the Engineer.

2.5 Transport and Storage

All plant and equipment shall, during transportation be suitably packed, crated and protected to minimise the possibility of damage, and to prevent corrosion or other deterioration.

On arrival at the site all plant and equipment shall be examined and any damage to parts and protective priming coats made good before storage or installation.

Adequate measures shall be taken by the Sub-Contractor to ensure that plant and equipment do not suffer any deterioration during storage.

Prior to installation all piping, plant and equipment shall be thoroughly cleaned.

If, in the opinion of the Engineer any equipment has deteriorated or been damaged to such an extent that it is not suitable for installation, the Sub-Contractor shall replace this equipment at his own cost.

2.6 Site Supervision

The Sub-Contractor shall ensure that there is an English-speaking supervisor on the site at all times during normal working hours.

2.7 Installation

Installation of all special plant and equipment shall be carried out by the Sub-Contractor under adequate supervision from skilled staff provided by the plant and equipment manufacturer or his appointed agent, in accordance with the best standards of modern practice to the relevant regulations and standards described under clause 2.3 of this section.

2.8 Testing

2.8.1 General

All testing shall be carried out to the entire satisfaction of the Engineer.

The following sub-clause are intended to define the Sub-Contractor's responsibilities with respect to testing and inspection.

2.8.2 Materials Tests

All materials for plant and equipment to be installed under this sub-contract shall be tested, unless otherwise directed, in accordance with the relevant B.S. Specification concerned.

For materials where no B.S. Specification exists tests are to be made in accordance with the best modern commercial methods to the approval of the Engineer having regard to the particular type and application of materials concerned.

The Sub-Contractor shall prepare specimens and performance tests and analyses to demonstrate conformance of the various materials with the applicable standards.

If stock material, which has not been specifically manufactured for the plant and equipment specified is used, then the sub-contractor shall submit satisfactory evidence to the Engineer that such materials conform to the requirements stated herein in which case test of material may be partially or completely waived.

Certified mill test reports or plates, piping and other materials shall be deemed acceptable.

2.8.3 Manufactured Plant and Equipment - Works Tests

The rights of the Engineer relating to the inspection, examination and testing of plant and equipment during manufacture shall be applicable to the Insurance Companies or Inspection Authorities so nominated by the Engineer.

The Sub-Contractor shall give two week's notice to the Engineer of the manufacturer's intention to carry out work, tests and inspection.

The Engineer or his representative shall be entitled to witness such tests and inspections. The costs of such tests and inspections shall be borne by the Sub-Contractor.

Six copies of all test and inspection certificates and performance graphs shall be submitted to the Engineer for his approval as soon as possible after the completion of such tests and inspections.

Plant and equipment which is shipped before the relevant test certificate has been approved by the Engineer shall be shipped at the Sub-Contractor's own risk and should the test and inspection certificate not be approved, new tests may be ordered by the Engineer at the Sub-Contractor's expense.

2.8.4 Pressure Testing

All pipework installation shall be pressure tested in accordance with the requirements of the various sections of this specification. The installation may be tested in sections to suit the progress of the works but all tests must be carried out before the work is buried or concealed behind building finishes. All tests must be witnessed by the Engineer or his representative, and the Sub-Contractor shall give 48 hours notice to the Engineer of his intention to carry out such tests.

Any pipework that is buried or concealed before witnessed pressure tests have been carried out shall be exposed at the expenses of the Sub-Contractor and the specified tests shall then be applied.

The Sub-Contractor shall prepare test certificates for signature by the Engineer and shall keep a progressive and up-to-date record of the sections of the work that have been tested.

2.9 Colour Coding

Unless stated otherwise in the Particular Specification all pipework shall be colour coded in accordance with the latest edition of B.S. 1710.

2.10 Welding

2.10.1 Preparation

Joints to be made by welding shall be accurately cut to size with edges sheared, flame cut or machined to suit and the required type of joint. The prepared surfaces shall be free from all visible defects such as laminations, surface imperfections due to shearing or flame cutting operation, etc., and shall be free from rust scale, grease and other foreign matter.

2.10.2 Method

All welding shall be carried out by the electric arc process using covered electrodes in accordance with B.S. 639.

Gas welding may be employed in certain circumstances providing that prior approval is obtained from the Engineer.

2.10.3 Welding Codes and Construction

All welded joints shall be carried out in accordance with the following specification:-

(a) Pipe Welding

All pipe welds shall be carried out in accordance with the requirements of B.S.806.

(b) General Welding

All welding of mild steel components other than pipework shall comply with the general requirements of B.S.5135: 1974.

2.10.4 Welder's Qualifications

Any welder employed on this sub-contract shall have passed the trade test as laid down by the Government of Kenya.

Trade Engineer may require to see the appropriate certificate obtained by any welder and should it be proved that the welder does not have the necessary qualifications the Engineer may instruct the Sub-Contractor to replace him by a qualified welder.

SECTION III
GENERAL MECHANICAL VENTILATION AND
AIRCONDITIONING SPECIFICATIONS.

SECTION III
GENERAL MECHANICAL VENTILATION AND
AIR CONDITIONING SPECIFICATION

1.0 **GENERAL**

This section specifies the general requirements for mechanical ventilation and air conditioning plant, equipment and materials forming part of the Sub-Contract works and shall apply except where specifically stated elsewhere in this Specification or on the Contract Drawings.

2.0 **INSTALLATION**

Installation of all ductwork, plant and equipment shall be carried out under adequate supervision from skilled staff in the relevant codes and standards specified herein.

The Sub-Contractor shall be responsible for ensuring that sufficient provision is made to prevent the transmission of vibration from equipment to the supporting structure. In the case of fans, this shall be done by rot and vermin-proof flexible connections and anti-vibration mountings of an approved type.

The Sub-Contractor shall ensure that all ducting systems are provided with sufficient access hatches complete with covers, for maintenance purposes.

Dampers and other user equipment shall be installed with adequate access for operation and maintenance. Where dampers and other operational equipment are unavoidably installed beyond normal reach and in such a position as too be difficult to reach from a short step ladder, extension spindles shall be provided.

The variety and type of supports for ducts, and fans shall be kept to a minimum and their design shall be such as to facilitate quick and secure fixing to both metal, concrete, brickwork and wood.

Where the design of the structure is in reinforced concrete, supports shall be secured to the structure by means of redheads, rawbolts or other approved means.

Where the Sub-Contractor proposes to secure his supports by other means than to the main structural concrete, he shall consult with the Engineer before proceeding.

3.0 **TESTING AND INSPECTION**

3.1 **Site Test**

The Sub-Contractor shall supply all instruments and equipment necessary to carry out Site Tests and shall arrange with other Sub-Contractors for the testing of associated equipment which may affect the performance of the plant installed under these Sub-Contract Works.

3.2 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.

3.3 Completion of Works - Balancing and Commissioning

Following the Site Tests and prior to handover, mechanical ventilation or air conditioning systems shall be balanced by means of grilles, dampers and other special controls installed, so as to give the required air flow rates and where applicable the desired temperatures, pressures and humidity conditions in all areas served by the said systems.

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 + or - 5% of the design volumes, and volumes at grilles and diffusers shall be within + or - 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 to ascertain any faults in 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 Sub-Contractor.

4.0 DUCTWORK

The Sub-Contractor shall supply, deliver and erect all ductwork as shown on the Contract Drawings.

All ductwork shall be manufactured in accordance with the Heating and Ventilation Contractors Association (H.V.C.A.) Specification DW/121, current edition except where stated otherwise.

Ductwork shall be manufactured from galvanised mild steel sheet unless otherwise specified. All external ductwork shall be manufactured from black mild steel sheet and galvanised after manufacture. All seams shall be of lockform type. All ductwork systems shall be complete with all necessary dampers, bends, tees, tapers, transformation and special pieces.

Where removal is required for access or maintenance, ducting shall be provided with steel angle flange joints suitably painted and protected.

Only bends type 1 - 7 inclusive as detailed in the H.V.C.A. Specification will be permitted.

Only duct connections type 42 - 44 inclusive 53 and 54 as detailed in the H.V.C.A. Specification will be permitted. All joints shall be fixed as to be suitable for the direction of the air flow.

All positions of plant and ductwork shall be checked on site before detailed manufacturing drawings are prepared and ductwork manufacture commenced.

Transformation and paper pieces shall, wherever possible, be constructed so that the included angle does not exceed 30 degrees C.

All flanged joints shall be sealed by the use of asbestos string, compressed between the flanges, and where slip joints occur, these shall be sealed by "Prestik" or other similar suitable jointing compound and adhesive tape 40mm wide. Exposed sheet metal edges shall be painted with galvanize before sealing.

Dampers shall be of aerofoil section and manufactured from galvanised mild steel sheet. Damper blades shall not exceed 150mm in width and the edges of the blades shall be sealed with a 3mm thick felt or rubber seal to minimise leakage. Operating quadrants shall be provided with locknuts and the quadrant shall be clearly marked with 'Open' and 'Closed' positions. Multileaf damper blades shall be operated by one arm through a linkage external to the duct.

The Sub-Contractor shall provide sufficient access doors and handholds in the ductwork for the purpose of maintenance and inspection. Access doors shall be of the hinged type and door openings in the ductwork shall be adequately stiffened and made airtight with purpose made rubber gaskets around the door perimeter.

All supports and brackets shall be wire brushed and painted one coat of red oxide paint prior to and after erection. All nuts and bolts shall be sheradized. The fastening of electrical cables to ductwork will not be permitted.

Where ductwork has insulation incorporating an external vapour seal, the ductwork shall be insulated from the support by a rot-proof softwood, hardwood or other suitable closed cell insulator of not less than 25mm greater thickness than the insulation to be applied so that the vapour seal may be bonded to the face of the timber, all as detailed in Clause 6.4 of the H.V.C.S. Specification DW/121, latest edition.

Where ductwork passes through floors and walls, etc., galvanised sheet sleeves or builders work timber frames shall be provided. The space between duct and sleeve or frame shall be paced with asbestos rope or mastic to prevent air movement or noise transmission from one space to another. Ducts must not come into direct contact with the building fabric.

Hangers and brackets shall be manufactured from rolled mild steel angle or channel sections and shall generally be of the drop rod hanger or cantilever type. The hangers shall be spaced to ensure adequate support and where practicable shall be fitted at each ductwork joint.

The Sub-Contractor shall supply and install, where called for, louvred inlets and outlets with insect-proofed screens. The louvres shall be constructed throughout from extruded aluminium sections and shall have a lacquered or anodised finish to prevent corrosion. The louvres shall be weather-proof and have a free area of not less than 50%.

The Sub-Contractor shall ensure that wherever fans or similar equipment are connected to the ductwork system, the connections are made with a heavy duty rot and vermin-proof neoprene, or similar material, flexible connection to prevent vibration transmission to the ductwork or building fabric. Flexible connections shall be secured by a pre-drilled mating flange, or when fixing to a spigot, the spigot should be beaded and a jubilee clip or split flat iron ring should be used.

The Sub-Contractor shall provide test holes in all branch ducts and in the main duct on the discharge of the fan. The holes shall be suitably spaced in accordance with B.S. 848, shall be situated on a straight length of ductwork and where possible, not less than 2 metres downstream or any bends or damper. After the completion of testing the Sub-Contractor shall provide and fix properly metal or plastic plugs to all test holes. The use of rubber or cork bungs will not be permitted.

5.0 General Description

5.1 All heated, cooled and recirculated air ductwork shall be insulated.

Insulation shall be of 100mm thick expanded polystyrene sheet, or spray applied polyurethane foam to a uniform thickness of 100mm. Polystyrene shall be fixed so that the edges butt closely without gap and insulation shall overlap at corners by the thickness of the insulation. The sheet shall be fixed by means of a suitable adhesive and plastic impingement pins attached to the ductwork.

5.2 Ductwork in Plant Rooms

The insulation described in Clause 5.1 above shall be finished by the application of a 15mm thick layer of hard setting plastic compound trowelled to a smooth finish. All corners shall be protected by setting in a 1mm thick aluminium angle strip into the hard setting finish. Insulation shall be bevelled to angle of 45 degrees at all connecting flanges, access hatches and all other places where operation or maintenance is likely to cause the breaking of the insulation.

The insulation shall then be given a vapour sealing by the application of two coats of anti-condensation paint.

5.3 Ductwork External to Plant Rooms

The insulation described in Clause 5.1 above shall be finished by the application of two coats of bitumastic.

6.0 FINISH PAINTING

Upon completion of the installation and after all tests have been carried out to the satisfaction of the Engineer the plant, equipment, supports etc., shall be examined and all priming coats damaged during erection made good.

Any plant or equipment, ductwork, etc., which is to be insulated, shall have had the priming paint protection made good before the application of the insulation.

SECTION IV
PARTICULAR SPECIFICATION
FOR AIR CONDITIONING AND MECHANICAL VENTILATION SERVICES

SECTION IV

PARTICULAR SPECIFICATION FOR MECHANICAL VENTILATION AND AIR CONDITIONING

4.0 PARTICULAR CONDITIONS

4.01 Location of Site

The site of the proposed sub-contract works is located in Jaramogi Oginga Odinga University of Science and Technology MYIDE CAMPUS –Siaya County.

4.02 Description of the Project

The project comprises of the provision of Air conditioning and Mechanical Ventilation Equipment Installation as described elsewhere in this document.

4.03 Commencement of Works

The Sub-Contractor in submitting his tender shall be deemed to have included for commencing any necessary work on site at such time as will comply with the Main Contractor's programme.

4.04 Climatic Conditions

The following climatic conditions apply at site of the works and all plant, equipment, apparatus, materials and installations shall be suitable for these conditions.

Where not otherwise stated, all rating of plant, equipment and apparatus shall be interpreted at site ratings and NOT sea level or other ratings.

Maximum temperature	30.6 ⁰ C
Minimum temperature	13.8 ⁰ C
Average Diurnal Range	14.9 ⁰ C
Relative humidity range	41-75%
Altitude	1214m above sea level
Latitude	00 02'S
Longitude	34 ⁰ 49'E
Rainfall	Extremely heavy at certain periods Of the year.

The Sub-Contractor shall be deemed to have taken account of the above details in his prices and his planning of the execution of the works.

4.05 Scope of the Sub-Contract Works

The Sub-Contract shall comprise the supply, delivery, erection, testing, commissioning and setting to work of the air conditioning and mechanical ventilation systems detailed in this Specification and the accompanying Contract Drawings.

4.06 Plant and Equipment

The following plant and equipment specification covers the specific requirements of equipment to be used throughout these Sub-Contract works and shall be read in conjunction with the accompanying contract drawings. It is deemed that the tenderer has based his tender on equipment which is similar or equal in performance and manufacture to that stated in this specification. If the tenderer wishes to offer suitable alternative equipment to that specified he shall describe this equipment in Section F, technical schedules, which form part of this specification. The alternative equipment shall not form part of the main tender which shall be based on the equipment specified.

- 4.07 The Sub-Contract works shall include for all appurtenances and appliances not particularly called for in this specification or on the Contract Drawings but which are necessary for the completion and satisfactory functioning of the Sub-Contract Works.

No claims for extra payment shall be accepted from the Sub-Contractor due to his failure to adhere to the above requirements. It is deemed that if, in the opinion of the sub-contractor at the time of tendering, there existed a difference between the specification and the Contract Drawings that the Sub-Contractor clarified this difference with the Engineer before tendering.

4.08 Electrical Works

General

It shall be the responsibility of others to provide all electrical wiring in between all

Items of equipment. The Sub-Contractor however, must provide the Main Contractor with complete electrical drawings and diagrams for the operation of all controls and equipment so as to permit the correct electrical connection of equipment.

The Sub-contractor must provide adequate supervision and liaison with those employed to carry out the electrical wiring, and shall ensure that all wiring and connections are to his satisfaction to ensure the correct functioning and operation of the equipment.

The Sub-contractor shall provide all electrical control panels as described in this Specification and shall be responsible for all their fixing and satisfactory operation. The control panels shall be fabricated from 1.2mm thick sheet steel and finished in grey stoved enamel. The panels shall be either floor or wall mounted of compartmentalised design with removable, hinged, front access panels. Switchgear shall be Asea, Brown Klockner-Moeller or equal and approved. All items of motorised plant shall have local stop/start, green running and red failure lamps on the face of the panels for each motor.

All panels shall have an integral isolator for complete isolation of each individual panel.

SECTION VI:

DRAWINGS

- Note
1. A list of drawings should be inserted here.
 2. The actual Contract drawings including site plans should be annexed in a separate booklet.

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 not be corrected by the Employer for any arithmetic errors in computation or summation
- 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.

JARAMOGI OGINGA ODINGA UNIVERSITY OF SCIENCE AND TECHNOLOGY
TITLE1: LABORATORIES AIR CONDITIONING AND MECHANICAL VENTILATION

Item	Description	Unit	Qty	Rate	Shs.	Cts
1.00	Supply, deliver, install, test and commission the Following:-					
	<u>AIR CONDITIONING UNITS</u>					
1.01	<p><u>The air conditioning system to comprise of the following:-</u></p> <p>The Air Handling Units to be able to provide a cooling load of 46 Kw and heating load of 10 kw. It should also have steam humidifier to enable the control of humidity in the laboratories. The heating and the humidifier coils are to be incorporated in the AHU. The cooling is by a refrigeration DX Coil using refrigerant R410A. The external condensing unit to be as Daikin Model VRV IV RYY18T</p> <p>The equipment to have the following:</p> <ul style="list-style-type: none"> - Auto restart after power failure - hermetically sealed screw type Compressor - Low voltage capacity control circuit - GAS R 410 A - Filter drier - High and low pressure cut-out - Service access valves - Liquid receiver - Anti-vibrating mountings for fans and Compressor - Panel cabinet - External Static Pressure 460 Pa - Control box kit, 2no. - Expansion valve kit, 2no. <p>The unit to be as Daikin Model AHUR16CA/SA.</p>	SET	1			
	<u>DUCT WORK</u>					
1.02	Ductwork shall be 18 SWG galvanized rolled steel sheets thick complete with bends, transformations, offsets, branch duct take offs, hangers, supports, sleeves, flanges, flexible connections, access doors, test holes with plugs, stiffeners, expanders, reducers, splitters, etc.	M ²	118			
CARRIED FORWARD TO SUMMARY PAGE						

Item	Description	Unit	Qty	Rate	Kshs.	Cts.
1.03	Ductwork shall be 16 SWG galvanized rolled steel sheets thick complete with bends, transformations, offsets, branch duct take offs, hangers, supports, sleeves, flanges, flexible connections, access doors, test holes with plugs, stiffeners, expanders, reducers, splitters, etc.	M ²	310			
	<u>SUPPLY LAMINAR FLOW PERFORATED DIFFUSER</u>					
1.04	Supply diffuser size 300x600mm As waterloo model CPD/300/600/125/PPM9010/LD in extruded aluminium sections anodized natural colour.	No	14			
1.05	Supply diffuser size 240x240mm As waterloo model MWVP/4/125/TE/PPM9010/LD in extruded aluminium sections anodized natural	No	2			
	<u>AIR PRE-FILTER</u>					
1.06	Fresh air supply pre-filter size 550 x 550 x 50mm thick. The filter to be in an easily removable frame. The filter to be as 'VOKES' Super Vee SV1 pre-filter or equal and approved.	No	1			
	<u>ABSOLUTE FILTER – Hepa Filter</u>					
1.07	The filter to be as 'Vokes Hepa Filter size 610 x 610 x 50 with efficiency of 99.99% to be fitted in the AHU.	No	2			
	<u>EXTERNAL WEATHER LOUVRES</u>					
1.08	Diameter 550 mm external weather louvre with a weather resistant cover from air discharge or supply opening complete with stainless steel wire mesh insect/bird screen on the front face and frames and blades fabricated from extruded aluminium sections. Shall be as Waterloo ozonair ” series “WG” or equal and approved	No	2			
1.09	Pressure differential dial indicators as manufactured by Differential Pressure Plus Inc to be installed across the filters. Operation range 1-250 pa	No	2			
SUB-TOTAL CARRIED FORWARD TO MAIN SUMMARY PAGE						

Item	Description	Unit	Qty	Rate	Kshs.	Cts.
	<u>EXTRACT FANS</u>					
1.10	The extract fans to be centrifugal direct driven, capable of extract rate of 5331 M ³ per hour @ 350 pa, 945 rpm The fan to be as manufactured S&P USA Inc. Model CMT/6/355/145 series 3, 6pole, Power rating 3 ϕ , 2.2kw. The extract fans to be interlinked with the Air Handling Units so that the AHU does not run without the extract system working. An alarm should be installed to indicate when the laboratories pressure become positive relative to surrounding areas.	No	1			
	<u>ABSOLUTE FILTER – Hepa Bag Filter</u>					
1.11	The filter to be as ‘Vokes Hepa Bag Filter size 610 x 610 x 50 with efficiency of 99.99%. The filter to be fitted on the discharge duct side from the Fan.	No	2			
	<u>EXTRACT DIFFUSERS</u>					
1.12	Extract diffuser size 240x240mm As waterloo model MWVP/4/125/TE/PPM9010/R in extruded aluminium sections anodized natural	No	2			
	<u>EXTRACT CANOPY HOODS</u>					
1.13	The hoods to be constructed from stainless steel. Hood size to be 800 x 450 x 600mm high	No	12			
1.14	Negative Pressure differential dial indicator gauges manufactured by Differential Pressure Plus Inc to be installed at the entrance of the Bsc Level2 And Level3 Laboratories. Operation range : -30 - +30 pa	No	5			
	<u>MOTORISED BALANCING DAMPERS</u>					
1.15	Motorised dampers size 550 mm dia. Shall be installed For making sure that the supply and extract air flow Rates are such that the pressure in the labs and the surrounding areas is always negative.	No	2			
SUB-TOTAL CARRIED FORWARD TO MAIN SUMMARY PAGE						

Item	Description	Unit	Qty	Rate	Shs.	Cts.
1.16	<p><u>DUCTWORK</u> <u>THERMAL/ACOUSTIC INSULATION</u> 25mm thick flame attenuated glass fibre bonded with thermo setting resin with suitable lining on the outside of supply ductwork to act as thermo/acoustic insulation.</p>	SM	192			
1.17	<p><u>SILENCERS</u> Splitter silencers, casing constructed from lock formed pre-galvanised sheet steel and absorbent material of acoustic grade resin bonded mineral fibre, with erosion resistant facing and moisture resistant lining and silencer sized to achieve the specified noise levels.</p> <p>As 'WOODS' splitter silencers type WS/900/600/600 or equal and approved.</p>	NO	2			
1.18	<p><u>BALANCING DAMPERS</u> Opposed blade balancing dampers size dia. 550 mm with leaf thickness of 1.0 mm (SWG20) with manual control as TROX Type JL or equal and approved equivalent.</p>	NO	1			
1.19	<p><u>PRESSURE RELIEF DAMPERS</u> The pressure relief dampers to be as manufactured by Waterloo model PRD Size 450x450 mm. The dampers are to be manufactured from aluminium extrusions. The blade pivot mechanism to incorporate nylon bushes and stainless steel pins to ensure maintenance free operation.</p>	NO	1			
1.20	<p><u>AUTOMATIC TEMPERATURE CONTROL</u> <u>THERMALSTAT</u> A remote wired control thermostat to be installed at convenient positions to monitor the temperature in the individual laboratories.</p>	No	4			
1.21	Supply and install 3 ^ϕ power protection AVS as Solatek	No	2			
1.22	Allow for condensate drainage from the indoor unit to external	Item				
Carried 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.

_____ [date]	_____ [signature of the Bank]
_____ [witness]	_____ [seal]

(Amend accordingly if provided by Insurance Company)

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 _____

(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 _____

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*)

ANTI – CORRUPTION POLICY IN THE PROCUREMENT PROCESS

UNDERTAKING BY BIDDER ON ANTI – CORRUPTION POLICY / CODE OF CONDUCT AND COMPLIANCE PROGRAMME

The governments of Kenya is committed to fighting corruption in all its forms and in all its institutions to ensure that all the government earned revenues are utilized prudently and for the purpose intended with a view to promoting economic development as the country work towards actualizing Vision 2030.

Here at Jaramogi Oginga Odinga University of Science and Technology and also being one of the government entities mandated under the government to provide quality education and transforming lives, on behalf of the government, we are highly committed to fighting any form of corruption in our organization to ensure that all the monies that the government entrust with us, is optimally and prudently utilized for the benefits of all the people we serve.

The following is a requirement that every Bidder wishing to do business with JARAMOGI OGINGA ODINGA UNIVERSITY OF SCIENCE AND TECHNOLOGY must comply with:

- (1) Each bidder must submit a statement, as part of the tender documents, in the format given and which must be signed personally by the Chief Executive Officer or other appropriate senior corporate officer of the bidding company and, where relevant, of its subsidiary in Kenya. If a tender is submitted by a subsidiary, a statement to this effect will also be required of the parent company, signed by its Chief Executive Officer or other appropriate senior corporate officer.
- (2) Bidders will also be required to submit similar No-bribery commitments from their subcontractors and consortium partners; the bidder may cover the subcontractors and consortium partners in its own statement, provided the bidder assumes full responsibility.
- (3) a) Payment to agents and other third parties shall be limited to appropriate compensation for legitimate services.
 - b) Each bidder will make full disclosure in the tender documentation of the beneficiaries and amounts of all payments made, or intended to be made, to agents or other third parties (including political parties or electoral candidates) relating to the tender and, if successful, the implementation of the contract.
 - c) The successful bidder will also make full disclosure [quarterly or semi- annually] of all payments to agents and other third parties during the execution of the contract.
 - d) Within six months of the completion of the performance of the contract, the successful bidder will formally certify that no bribes or other illicit commissions have been paid. The final accounting shall include brief details of the goods and services provided that are sufficient to establish the legitimacy of the payments made.
 - e) Statements required according to subparagraphs (b) and (d) of this paragraph will have to be certified by the company's Chief Executive Officer, or other appropriate senior corporate officer.

- (4) Tenders which do not conform to these requirements shall not be considered.
- (5) If the successful bidder fails to comply with its No-bribery commitment, significant sanctions will apply. The sanctions may include all or any of the following:
 - a) Cancellation of the contract;
 - b) Liability for damages to the public authority and/or the unsuccessful competitors in the bidding possibly in the form of a lump sum representing a pre-set percentage of the contract value (liquidated).
- (6) Bidders shall make available, as part of their tender, copies of their anti-Bribery Policy/Code of Conduct, if any, and of their-general or project - specific - Compliance Program.
- (7) The Government of Kenya through Ethics and Anti-Corruption Commission has made special arrangements for adequate oversight of the procurement process and the execution of the contract. Those charged with the oversight responsibility will have full access if need be to all documentation submitted by Bidders for this contract, and to which in turn all Bidders and other parties involved or affected by the project shall have full access (provided, however, that no proprietary information concerning a bidder may be disclosed to another bidder or to the public).

1. MEMORANDUM (FORMAT)

(Clause 46 of Kenya Public Procurement and Asset Disposal Act 2015)

This company _____ (*name of company*) has issued, for the purposes of this tender, a Compliance Program copy attached -which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees, as well as by all third parties working with this company on the public sector projects or contract including agents, consultants, consortium partners, subcontractors and suppliers'")

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

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.

Tenderer) (Signature of

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

MATERIAL	UNIT	ORIGIN AND PRICE			TRANSPORTATION COST FROM SOURCE OF ORIGIN	
		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.

.....
(Title)

.....
(Signature)

.....
(Date)

The prices inserted above shall be those prevailing 30 days before the submission of Tenders and shall be quoted in Kenya Shillings using the exchange rates specified in the Appendix to Form of Tender.

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

Transportation costs for imported materials to be quoted from Mombasa or Nairobi as appropriate to _____(Contract Site) depending on whether materials are imported directly by the tenderer or through a local agent.

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

ANTI – CORRUPTION POLICY IN THE PROCUREMENT PROCESS

UNDERTAKING BY BIDDER ON ANTI – CORRUPTION POLICY / CODE OF CONDUCT AND COMPLIANCE PROGRAMME

The governments of Kenya is committed to fighting corruption in all its forms and in all its institutions to ensure that all the government earned revenues are utilized prudently and for the purpose intended with a view to promoting economic development as the country work towards actualizing Vision 2030.

Here at Jaramogi Oginga Odinga University of Science and Technology and also being one of the government entities mandated under the government to provide quality education and transforming lives, on behalf of the government, we are highly committed to fighting any form of corruption in our organization to ensure that all the monies that the government entrust with us, is optimally and prudently utilized for the benefits of all the people we serve.

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- (1) Each bidder must submit a statement, as part of the tender documents, in the format given and which must be signed personally by the Chief Executive Officer or other appropriate senior corporate officer of the bidding company and, where relevant, of its subsidiary in Kenya. If a tender is submitted by a subsidiary, a statement to this effect will also be required of the parent company, signed by its Chief Executive Officer or other appropriate senior corporate officer.
- (2) Bidders will also be required to submit similar No-bribery commitments from their subcontractors and consortium partners; the bidder may cover the subcontractors and consortium partners in its own statement, provided the bidder assumes full responsibility.
- (3) a) Payment to agents and other third parties shall be limited to appropriate compensation for legitimate services.
b) Each bidder will make full disclosure in the tender documentation of the beneficiaries and amounts of all payments made, or intended to be made, to agents or other third parties (including political parties or electoral candidates) relating to the tender and, if successful, the implementation of the contract.
c) The successful bidder will also make full disclosure [quarterly or semi- annually] of all payments to agents and other third parties during the execution of the contract.
d) Within six months of the completion of the performance of the contract, the successful bidder will formally certify that no bribes or other illicit commissions have been paid. The final accounting shall include brief details of the goods and services provided that are sufficient to establish the legitimacy of the payments made.

- e) Statements required according to subparagraphs (b) and (d) of this paragraph will have to be certified by the company's Chief Executive Officer, or other appropriate senior corporate officer.
- (4) Tenders which do not conform to these requirements shall not be considered.
- (5) If the successful bidder fails to comply with its No-bribery commitment, significant sanctions will apply. The sanctions may include all or any of the following:
 - c) Cancellation of the contract;
 - d) Liability for damages to the public authority and/or the unsuccessful competitors in the bidding possibly in the form of a lump sum representing a pre-set percentage of the contract value (liquidated).
- (6) Bidders shall make available, as part of their tender, copies of their anti-Bribery Policy/Code of Conduct, if any, and of their-general or project - specific - Compliance Program.
- (7) The Government of Kenya through Ethics and Anti-Corruption Commission has made special arrangements for adequate oversight of the procurement process and the execution of the contract. Those charged with the oversight responsibility will have full access if need be to all documentation submitted by Bidders for this contract, and to which in turn all Bidders and other parties involved or affected by the project shall have full access (provided, however, that no proprietary information concerning a bidder may be disclosed to another bidder or to the public).

2. MEMORANDUM (FORMAT)

(Clause 46 of Kenya Public Procurement and Asset Disposal Act 2015)

This company _____ (*name of company*) has issued, for the purposes of this tender, a Compliance Program copy attached -which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees, as well as by all third parties working with this company on the public sector projects or contract including agents, consultants, consortium partners, subcontractors and suppliers'")"

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

NON-DEBARMENT STATEMENT

I/We/Messrs.....
ofStreet/avenue,Building, P. O. Box.....Code, of
..... (Town),

..... (Nationality), Phone: E-mail

declare that I/We /Messrs

.....

are not debarred from participating in public procurement by the Public Procurement Oversight Authority pursuant to section 115 of the Public Procurement and Disposal Act, 2005.

Dated thisday of 20.....

Authorized Signature.....Official Stamp
.....

Name and Title of
Signatory.....

**DETAILS OF LITIGATIONS OR ARBITRATION PROCEEDINGS
IN WHICH THE TENDERER IS INVOLVED AS ONE OF THE PARTIES**

1. .
2. .
3. .
4. .
5. .
6. .
7. .
8. .
9. .
- 10 .

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*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

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 of
.....20.....

SIGNED
Board Secretary

EVALUATION CRITERIA

Technical Evaluation Form: The tenderer is expected to complete Part 1 and 3 of this form

Part A: General Information

Tenderer Name.....
Postal Address.....
Telephone (Office).....Mobile.....
Physical Address.....

Part B: Evaluation Stages

Stage 1: Mandatory Requirements

*Applicants **must** qualify in all the requirements below for them to proceed to the Evaluation Stage 2-Technical evaluation*

S/No	Mandatory requirement
1	Must provide National Construction Authority (NCA) Category 6 and above registration certificate under the category of Mechanical Installations. In the event of a joint venture, the certificate maybe submitted by any one of the members of the venture.
2	Must provide Copy of current annual contractors practicing license from National Construction Authority (NCA). In the event of a joint venture, the certificate will be submitted by the holder of the NCA registration certificate.
3	Must provide Detailed Company profile.
4	Must provide certified copy of Certificate of Incorporation. If joint venture, ALL member of the venture shall submit their respective certificates.
5	Must attach proof of certified Company Ownership (CR12).
6	Must attach certified copy of Single Business Permit for the year 2020
7	Must provide valid Certificate of Tax Compliance from Kenya Revenue Authority; (certified copy). If joint venture, ALL member of the venture shall submit their respective certificates.
8	Must Dully fill, sign and stamp the Form of Tender.
9	Must attach Certified Audited financial reports prepared by registered Auditors for the last three consecutive years for the years ended 2017, 2018 and 2019.
10	Must Dully fill, sign and stamp the Confidential Business Questionnaire
11	Must Provide Dully filled, signed and stamped Non-Debarment Declaration Form.
12	Must Provide Dully signed and signed/stamped Litigation Declaration Form.)
13	Site visit/ pre-tender conference is mandatory (as indicated in the advertisement)
14	Must provide a bid bond of 2% of the tender amount from a commercial bank recognized by CBK and must be valid for 120 days from the date of tender closing.
15	Must provide Manufacturers letter of Authority for the specified equipment
16	Must dully fill sign and stamp the Anti-corruption declaration form
17	Must Provide proof of Power of attorney of Tender Signatory in the event of a joint

Stage 2: Technical Evaluation

Award of points for the Technical Evaluation shall be as shown in Table 1 below:

Item	Description	Points Scored	Max Points	Total Points
1.	Key Personnel (Attach evidence)			25
	a) Project Engineer qualification <ul style="list-style-type: none"> • Holder of Degree ----- 5 marks • Holder of Diploma ----- 3marks • Holder of Certificate ----- 0 marks 		5	
	b) Project Engineer's experience <ul style="list-style-type: none"> • Over ten (10) year relevant experience -- 5 marks • Five (5) to ten (10) years relevant experience ----- 4 marks • Under five (5) years relevant experience ---- 2 marks • No experience ----- 0 marks 		5	
	c) Works Inspector Qualification <ul style="list-style-type: none"> • Holder of Degree in electrical engineering ----- -- 5 marks • Holder of Diploma in electrical engineering ----- --- 3 marks • Holder of Certificate in relevant engineering ----- ---- 1 mark • No Qualification ----- 0 marks 		5	
	d) Works Inspector's Experience <ul style="list-style-type: none"> • Over 10 years' relevant experience----- 5 marks • Five (5) to ten (10) years' relevant experience -- ----- 3 marks • Under 5 years' relevant experience ----- 1 marks • No experience -----0 marks 		5	
	e) Experience of Site Technicians with minimum of certificate qualification in relevant Engineering field <ul style="list-style-type: none"> • Over 10 years' relevant experience ----- 5 marks • Five (5) to ten (10) relevant experience ----- 3marks • Under 5 years' relevant experience ----- 1mark • No relevant experience ----- 0 marks 		5	
2.	Contracts completed in the last five (5) years; a max of 5 No. projects (Attach evidence in form of completion certificates or letters from clients/consultants.) <ul style="list-style-type: none"> • Project of similar nature, complexity and 		25	25

Item	Description	Points Scored	Max Points	Total Points
	<p>magnitude of equal or higher value. ----- 5 marks each</p> <ul style="list-style-type: none"> • Project of similar nature and complexity but of lower magnitude than the one in consideration ----- 3 marks each • No completed project of similar nature ---- 0 marks 			
3	<p>On-going projects (A max of 2 No. projects) (Attach evidence; Letters of Award/ Interim certificates/ Contracts)</p> <ul style="list-style-type: none"> • Project of similar nature, complexity and magnitude ----- 5 marks each • Project of similar nature, but of lower value than the one in consideration ----- 2.5 marks each • No ongoing project of similar nature ----- 0 marks 		10	10
5.	<p>Evidence of business physical address. (Offices/Workshops). Provide copies of ownership or lease agreement documents.</p>		5	5
6.	<p>Financial report Audited financial report (last three [3] years) - 2017-2019</p> <ul style="list-style-type: none"> • Average Annual Turnover equal or higher than to Kshs. 40.0 Million ----- 15 Marks • Average Annual Turnover between Kshs. 20 Million and Kshs 39.9 Million ----- 10 Marks • Average Annual Turnover between Kshs. 10 Million and Kshs 19.9 Million ----- 5 Marks • Average Annual Turnover below Kshs 10 Million ----- 0 Marks 		15	15
7.	<p>Evidence of financial resources (cash in hand, lines of credit, overdraft facility etc.)</p> <ul style="list-style-type: none"> • Amount equivalent to or above 25% of submitted tender sum ----- 20 Marks • Amount equivalent to 20% but below 25% of submitted tender sum ----- 15 Marks • Amount equivalent to 15% but below 20% of submitted tender sum ----- 10 Marks • Amount equivalent to 10% but below 15% of submitted tender sum ----- 5 Marks • Amount below 10% of submitted tender sum ----- 0 Mark 		20	20

Item	Description	Points Scored	Max Points	Total Points
	TOTAL			100

Any tenderer who scores 70 points and above in this Technical Evaluation shall be considered for further evaluation.

Stage 3: Financial Evaluation

Only tenderer's who score 70% and above of the overall marks on the technical evaluation shall qualify for financial evaluation.

This will be carried out only for those tenders that have passed BOTH mandatory requirements and Technical evaluation. The client will;

1. Undertake price comparison and ranking of prices.
2. The prices shall be compared and checked for completeness including all local taxes.

Stage 4: Due Diligence and Recommendation for Award

Particulars of post – qualification if applicable. The Client may inspect the premises due diligence to seek further clarification/confirmation if necessary, to confirm authenticity/compliance of any condition of the tender/qualifications of the tenderer in line with Section 83 of the Public Procurement and Asset Disposal Act, 2015.

The tenderer shall not be awarded the Sub-Contract if they fail to pass the compliance test. The second lowest tenderer shall be considered for due diligence.

Award Criteria: The firm achieving the lowest evaluated price will be awarded the Sub-Contract in line with Section 86 of the Public Procurement and Disposal Act, 2015

Particulars of performance security; 10% of Sub-Contract sum.