

# **COUNTY GOVERNMENT OF MOMBASA**



## **DESIGN AND BUILD- PROPOSED REGENERATION OF JOMO KENYATTA PUBLIC BEACH**

**TENDER NO. CGM/PRO/T/1/2020-2021**

**TENDER DOCUMENT**

**JULY 2020**

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## **ABBREVIATIONS AND ACRONYMS**

<b>CDS</b>	Contract Data Sheet
<b>GCC</b>	General Conditions of Contract
<b>PE</b>	Procuring Entity
<b>PPAD ACT 2015</b>	Public Procurement and Asset Disposal Act, 2015
<b>PPRA</b>	Public Procurement Regulatory Authority
<b>STD</b>	Standard Tender Documents
<b>SOR</b>	Statement of Requirements
<b>SP</b>	Service Provider
<b>VAT</b>	Value Added Tax

## INTRODUCTION

This standard tender document for Design, Construction, has been prepared for use by Public entities in Kenya.

1.2 This standard tender document may be used for procurement of all types of Design – Build projects. With necessary modifications the document may also be used for Projects involving Construction, Operation and Maintenance of infrastructure (e.g. Build and Transfer (BT), Build-Lease and Transfer (BLT), Build Operate and Transfer (BOT), Build-Own and Operate (BOO), Build Transfer and Operate (BTO) Rehabilitate Operate and Transfer (ROT) Rehabilitate Own and Operate (ROO), subject to other necessary Government approvals.

1.3 The standard tender document should remain unchanged and any necessary changes by a procuring entity shall be introduced only through the Appendix to instructions to tenderers and the special conditions of contract.

1.4 The cover of the tender document shall be modified to include:-

- i. Tender number.
- ii. Tender name.
- iii. Name of procuring entity.

## SECTION I

### INVITATION FOR TENDERS

**TENDER NO. CGM/PRO/T/1/2020-2021**

**TENDER DESCRIPTION: DESIGN AND BUILD- PROPOSED REGENERATION OF JOMO KENYATTA PUBLIC BEACH**

1. The County Government of Mombasa now invites sealed tenders from qualified Consortium/Firms to undertake the **Design and Build-Proposed Regeneration of Jomo Kenyatta Public Beach**
2. Tendering will be conducted through the National Competitive (NCB) Bidding procedures specified in the Public Procurement and Asset Disposal Act, 2015 and the Public Procurement and Asset Disposal Regulations, 2020 and is open to all qualified firms/contractors as defined in the Regulations.
3. A complete set of bidding documents in English may be purchased by interested eligible bidders upon submission of a written application to the address below and upon payment of a non-refundable fee of **Kshs. 1,000**. The method of payment will be cash or banker's cheque from a reputable bank in Kenya payable to Mombasa County. The Bidding documents can also be downloaded from the county website [www.mombasa.go.ke](http://www.mombasa.go.ke) at no fee
4. Bidders are advised to regularly visit the County Government of Mombasa website to obtain any additional information/addendum on the tender. **All addenda/additional information on the tender shall be posted on the County website as they become available.**
5. All Tenders in one original plus *[two-2 copies]*, properly filled in, and enclosed in plain envelopes must be delivered in hard copies to the address below and addressed as follows:

**TENDER NO.: CGM/PRO/T/1/2020-2021**

**TENDER NAME: DESIGN AND BUILD- PROPOSED REGENERATION OF JOMO KENYATTA PUBLIC BEACH**

**“DO NOT OPEN BEFORE 1000 HOURS ON 7<sup>th</sup> AUGUST 2020”**

Addressed to:

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

Completed tenders shall be placed in **Tender Box located at the County Assembly Hall ground floor next to the main office. The tenders must be received or returned to the Procurement office, 2nd floor County Assembly Hall, Treasury Square, Mombasa to reach not later than 1000HRS on 7<sup>th</sup> August, 2020.**

**Bulky tenders shall be submitted at the office of the Director of Procurement & Supplies located on the 2nd floor of County Assembly Building BEFORE 1000HRS EAST AFRICAN TIME, ON 7<sup>th</sup> AUGUST 2020.**

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

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

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## GENERAL

### 1. Definitions

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

### 2. Eligibility and Qualification Requirements

#### 2.1 Eligibility requirements

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

#### 2.2 Qualification Requirements

To be qualified for award of Contract, the tenderer shall provide evidence satisfactory to the Employer of their eligibility under Sub clause 2.1. above and of their capability and adequacy of resources to effectively carry out the subject Contract. To this end, the tenderer shall be required to 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 and details of current work on hand and other contractual commitments.
- (b) The qualifications and experience of key personnel proposed for administration and execution of the contract, both on and off site.
- (c) Major items of construction plant and equipment proposed for use in carrying out the Contract. Only reliable plant in good working order and suitable for the work required of it shall be shown on this schedule. The tenderer will also indicate on this schedule when each item will be available on the Works. Included also should be a schedule of plant, equipment and material to be imported for the purpose of the Contract, giving details of make, type, origin and CIF value as appropriate.
- (d) Details of sub-contractors to whom it is proposed to sublet any portion of the Contract and for whom authority will be requested for such subletting in accordance with clause 4 of the Condition of Contract.
- (e) 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.

### 2.3 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 an on behalf of any and all partners of the joint venture and the entire execution of the Contract including payment shall be done exclusively with the partner in charge.
- (d) All partners of the joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Form of Tender and the Form of Agreement (in case of a successful tender)
- (e) A copy of the agreement entered into by the joint venture partners shall be submitted with the tender.

### 3. Cost of Tendering

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

### 4. Site Visit

- 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.

## **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. Tender and Confidential Business Questionnaires
- h. Details of Sub contractors
- i. Schedules of Supplementary Information
- j. General Conditions of Contract – Part I
- k. Conditions of Particular Application – Part II
- l. Specifications
- m. Bills of Quantities
- n. Drawings
- o. Declaration Form

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

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

## **6. Inquiries by tenderers**

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

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

## **7. Amendment of Tender Documents**

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

## **PREPARATION OF TENDERS**

### **8. Language of Tender**

- 8.1 The tender and all correspondence and documents relating to the tender exchanged between the tenderer and the Employer shall be written in the English language.

Supporting documents and printed literature furnished by the tenderer with the tender may be in another language provided they are accompanied by an appropriate translation of pertinent passages in the above stated language. For the purpose of interpretation of the tender, the English language shall prevail.

### **9. Documents Comprising the Tender**

- 9.1 The tender to be prepared by the tenderer shall comprise:
- i. the Form of Tender and Appendix thereto,
  - ii. a Tender Security
  - iii. the Priced Bills of Quantities and Schedules
  - iv. the information on eligibility and qualification
  - v. any other materials required to be completed and submitted in accordance with the Instructions to Tenderers.
- 9.2 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 initialled by the person or persons signing the tender.

- 10.2 A price or rate shall be inserted by the tenderer for every item in the Bills of Quantities whether the quantities are stated or not. Items against which no rate or price is entered by the tenderer will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bills of Quantities. The prices and unit rates in the Bills of Quantities are to be the full (all inclusive) value of the Work described under the items, including all costs and expenses which may be necessary and all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based.
- All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause prior to the deadline for submission of tenders, shall be included in the rates and prices and the total Tender Price submitted by the tenderer. Each price or unit rate inserted in the Bills of Quantities should be a realistic estimate for completing the activity or activities described under that particular item and the tenderer is advised against inserting a price or rate against any item contrary to this instruction. Every rate entered in the Bills of Quantities, whether or not such rate be associated with a quantity, shall form part of the Contract. The Employer shall have the right to call for any item of work contained in the Bills of Quantities, and such items of work to be paid for at the rate entered by the tenderer and it is the intention of the Employer to take full advantage of unbalanced low rates.
- 10.3 Unless otherwise specified the tenderer must enter the amounts representing 10% of the sub-total of the summary of the Bills of Quantities for Contingencies and Variation of Prices[V.O.P.] payments in the summary sheet and add them to the sub-total to arrive at the tender amount.
- 10.4 The tenderer shall furnish with his tender written confirmation from his suppliers or manufacturers of basic unit rates for the supply of items listed in the Conditions of Contract clause 70 where appropriate. The Employer may require the tenderer to justify such rates so obtained from the suppliers or manufacturers.
- 10.5 The rates and prices quoted by the tenderer are subject to adjustment during the performance of the Contract only in accordance with the Provisions of the Conditions of Contract. The tenderer shall complete the schedule of basic rates and shall submit with his tender such other supporting information as required under clause 70 of the Conditions of Contract Part II.
- 10.6 Contract price variations shall not be allowed within the first 12 months of the contract.
- 10.7 Where quantity contract variation is allowed, the variation shall not exceed a total 25% of the original contract quantity.
- 10.8 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

## **11. Currencies of Tender and Payment**

- 11.1 Tenders shall be priced in Kenya Shillings and the tender sum shall be in Kenya Shillings.
- 11.2 Tenderers are required to indicate in the Statement of Foreign Currency Requirements, which forms part of the tender, the foreign currency required by them. Such currency should generally be the currency of the country of the tenderer's main office. However, if a substantial portion of the tenderer's expenditure under the Contract is expected to be in countries other than his country of origin, then he may state a corresponding portion of the contract price in the currency of those other countries. However, the foreign currency element is to be limited to two (2) different currencies and a maximum of 30% (thirty percent) of the Contract Price.
- 11.3 The rate or the rates of exchange used for pricing the tender shall be the selling rate Or rates of the Central Bank ruling on the 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 not exceed 2 percent of the tender price.
- 13.3 The Tender Security shall be valid at least thirty (30) days beyond the tender validity period.
- 13.4 Any tender not accompanied by an acceptable Tender Surety will be rejected by the Employer as non-responsive.
- 13.5 The Tender Sureties of unsuccessful tenderers will be returned as promptly as possible but not later than thirty (30) days after expiration of the tender validity period. The Tender Surety of the successful tenderer will be

returned upon the tenderer executing the Contract and furnishing the required Performance Security.

- 13.6 The Tender Surety may be forfeited:
- a. if a tenderer withdraws his tender during the period of tender validity: or
  - b. in the case of a successful tenderer, if he fails, within the specified time limit
    - i. to sign the Agreement, or
    - ii. to furnish the necessary Performance Security
  - c. if a tenderer does not accept the correction of his tender price pursuant to clause 23.

#### **14. No Alternative Offers**

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

#### **15. Pre-tender Meeting**

- 15.1 If a pre-tender meeting is convened, the tenderer's designated representative is invited to attend at the venue and time in the invitation to Tender. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 15.2 The tenderer is requested as far as possible to submit any questions in writing or by cable, to reach the Employer not later than three (3) 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 pretender meeting.
  - b. Non - attendance at the pre-bid meeting will not be cause for disqualification of a bidder.

## **16. Format and Signing of Tenders**

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

### **SUBMISSION OF TENDERS**

## **17. Sealing and Marking of Tenders**

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

## **18. Deadline for Submission of Tenders**

- 18.1 Tenders must be received by the Employer at the address specified in clause 17.2 and on the date and time specified in the Letter of Invitation, subject to the provisions of clause 7.3, 18.2 and 18.3. Tenders delivered by hand must be placed in the “tender box” provided in the office of the Employer. Proof of posting will not be accepted as proof of delivery and any tender delivered after the above stipulated time, from whatever cause arising will not be considered.

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

## **19. Modification and Withdrawal of Tenders**

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

## **TENDER OPENING AND EVALUATION**

### **20. Tender Opening**

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

### **21. Process to be Confidential**

- 21.1 After the public opening of tenders, information relating to the examination, clarification, evaluation and comparisons of tenders and recommendations concerning the award of Contract shall not be disclosed to tenderers or other persons not officially concerned with such process until the award of Contract is announced.
- 21.2 Any effort by a tenderer to influence the Employer in the process of examination, evaluation and comparison of tenders and decisions concerning award of Contract may result in the rejection of the tenderer's tender.

### **22. Clarification of Tenders**

- 22.1 To assist in the examination, evaluation and comparison of tenders, the Employer may ask tenderers individually for clarification of their tenders, including breakdown of unit prices. The request for clarification and the response shall be in writing or by cable, facsimile or telex, but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by the employer during the evaluation of the tenders in accordance with clause 24.

- 22.2 No tenderer shall contact the Employer on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded. If the tenderer wishes to bring additional information to the notice of the Employer, he shall do so in writing.

### **23. Determination of Responsiveness**

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

### **24. Correction of Errors**

- 24.1 Tenders determined to be substantially responsive shall be checked by the Employer for any arithmetic errors in the computations and summations. Errors will be corrected by the Employer as follows:
- a. Where there is a discrepancy between the amount in figures and the amount in words, the amount in words will govern.
  - b. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer, there is an obvious typographical error, in which case adjustment will be made to the entry containing that error.
  - c. In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bills of Quantities, the amount as stated in the Form of Tender shall prevail.

- d. The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the corrected builder's work (i.e. corrected tender sum less Prime Cost and Provisional Sums.
- e. The Error Correction Factor shall be applied to all builder's work (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuations of variations.
- f. The amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and, with concurrence of the tenderer, shall be considered as binding upon the tenderer. If the tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security may be forfeited in accordance with clause 13.

## **25. Conversion to Single Currency**

- 25.1 For 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 final date for the submission of tenders.
- 25.2 The Employer will convert the amounts in various currencies in which the tender is payable (excluding provisional sums but including Dayworks where priced competitively) to Kenya Shillings at the selling rates stated in clause 25.1.

## **26. Evaluation and Comparison of Tenders**

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

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

## **AWARD OF CONTRACT**

### **27. Award Criteria**

- 27.1 Subject to Sub-clause 27.2, the Employer will award the Contract to the tenderer whose tender is determined to be substantially responsive to the tender documents and who has offered the lowest evaluated tender price subject to possessing the capability and resources to effectively carry out the Contract Works as required in Sub-clause 2.1 and 2.2 here above.
- 27.2 The Employer reserves the right to accept or reject any tender, and to 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.

## **28. Notification of Award**

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

## **29. Performance Guarantee**

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

## **30. Advance Payment**

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

Kenya, or a foreign Bank through a correspondent Bank located in the Republic of Kenya, in either case subject to the approval of the Employer.

**31. Corrupt or fraudulent practices**

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

## APPENDIX TO INSTRUCTIONS TO TENDERERS

### Notes on the Appendix to Instructions to Tenderers

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1	Tender is open to Firms/Consortium registered with <b>National Construction Authority (NCA)</b> under Civil Engineering NCA6 and above, Architectures, Electrical Works etc for carrying out the <b>DESIGN AND BUILD-PROPOSED REGENERATION OF JOMO KENYATTA PUBLIC BEACH.</b>
2.2	Qualification requirements shall be as provided in 16, 17, 20 and 26.1 in the table below.
4.1 and 15.1	There shall be a <b>Mandatory site visit on 23 July, 2020</b> starting from <b>1000 Hours</b> . Interested and eligible candidates shall be required to gather at Jomo <b>Kenyatta public beach by 1000 hours.</b>
7.1	Addenda issued by the Authority shall form part of this tender document. All addenda shall be posted in the KPA website as they become available. Bidders are advised to regularly visit the KPA website for additional information/addendum on this tender.
13.1 and 13.2	The amount of Tender Security shall be <b>2% of the tender sum</b> in form of a Banker's guarantee or an Insurance Company Guarantee issued by an insurance firm approved by the Public Procurement Regulatory Authority (PPRA), letter of credit or guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund valid for 120 days from the date of tender opening in the format provided in the tender document.
16 & 17 & 20	<p>The tenderer shall submit <b>one (1) ORIGINAL</b> and <b>two (2) COPIES</b> of the original clearly marked ORIGINAL and COPY.</p> <p>The tender prepared by the tenderers shall comprise of Technical submission <b>Envelope "A"</b> and Financial submission <b>Envelope "B"</b> <b>which shall be put in two separate envelopes (inner package/envelope) and the two envelopes shall be placed in one envelope/package (outer package/envelope).</b></p> <p><b>The outer envelope and inner envelopes shall be clearly marked and addressed with the tender number and tender description as indicated in the Invitation to Tender.</b></p> <p><b>Only tenders that are responsive to the mandatory requirements and have attained the pass mark of 75% in the technical evaluation shall have their financial submission opened.</b></p>

**After the deadline for submission of tenders, only technical submission will be opened on the date of tender opening.**

**Financial bids will be opened after completion of the technical evaluation.**

**Envelope A** shall contain the Technical submission and shall be clearly marked “Envelope A – Technical Submission”.

Envelope A shall contain NO indication of the tender price or other financial information of the bid and:

- i. Shall have contents pages clearly indicating Sections and Page Numbers (**Mandatory**).
- ii. Shall have pages in the whole document numbered numerically in the correct sequence and initialled including drawings and appendices (**Mandatory**).
- iii. Shall have the whole bid document firmly bound with no loose pages/papers (**Mandatory**).
- iv. Shall be signed (where signatures are required) by a duly authorized representative through a Power of Attorney where necessary.

**Note: Complying with item numbers 1, 2 & 3 above is mandatory and its failure shall lead to automatic disqualification.**

The following documents; clearly marked and arranged in the following order shall be contained in the Technical Submission;

- i. Particulars of Tendering Company to include Company background, Taxpayer Registration Certificate, Certificate of Incorporation/ Registration and Current and Valid Tax Compliance Certificate from Kenya Revenue Authority, and Current and Valid Single Business Permit (**Mandatory**).
- ii. Certificate of Registration with the National Construction Authority (NCA) under Civil Engineering NCA6 and above (**Mandatory**).
- iii. Tender Security shall be 2% of the tender sum in form of a Banker’s guarantee or an Insurance Company Guarantee issued by an insurance firm approved by the Public Procurement Regulatory Authority (PPRA), letter of credit or guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund valid for 120 days from the date of tender opening in the format provided in the tender document (**Mandatory**).
- iv. Duly filled and signed Confidential Business Questionnaire (**Mandatory**).

- v. Duly filled and signed Declaration Form (**Mandatory**).
- vi. Duly filled and signed Anti-Corruption Declaration Commitment/ Pledge (**Mandatory**).
- vii. Submit Form CR12 from the Registrar of Companies (**Mandatory**).
- viii. Provide documentary evidence of ownership of the presence of yard inter-phasing the sea (**Mandatory**).
- ix. Experience in previous and on-going works of a similar nature and size for at least last 5 years (**Mandatory**).  
*Bidders MUST provide the Contract Prices and copies of Completion or Final Certificates, names and addresses of clients who may be contacted for further information on these Contracts for each of the works provided to be considered.*
- x. Major items of construction equipment proposed to carry out the Contract and detail of whether they are owned, leased or to be hired (*provide evidence of ownership/ lease*). The equipment should include but not be limited to the following functions:
  - a. Mobile crane
  - b. Arc welding Machine
  - c. Vibratory compactor/ Tandem Roller 145HP,10 Ton
  - d. Tipper
  - e. Poker/ Foam Vibrator
- xi. Qualifications and experience of the following and their CVs and copies of certificates (**Mandatory**).
  - a. Registered Architect
  - b. Registered Structural and Civil Engineer
  - c. Quantity Surveyor
  - d. Electrical Engineer
  - e. Mechanical Engineer
  - f. Landscape Architect
  - g. Qualified, certified and dedicated construction professionals
- xii. Written undertaking in bidder's letter head that the staff and major equipment / plant proposed for executing this contract shall be available for the entire duration of the contract (**Mandatory**).
- xiii. Method Statement and Works Programme in the form of a bar chart and Schedule of Payment which shall form part of the Contract if the tender is accepted indicating time for completion (**Mandatory**).

	<p>xiv. Details of any current litigation or arbitration proceedings in which the tenderer is involved as one of the parties, if any <b>(Mandatory)</b>.</p> <p>xv. Certified copies of Audited Financial reports for the last three (3) years 2017, 2018 and 2019 where available.</p> <p><b>Envelope B</b> shall contain:</p> <ul style="list-style-type: none"> <li>i. Completed Form of Tender</li> <li>ii. Priced Bills of Quantities</li> </ul>
<b>26</b>	<p><b>Evaluation Criteria:</b></p> <p>The tender evaluation criteria shall be as follows:</p> <ul style="list-style-type: none"> <li>a. <b>Preliminary Evaluation</b> – this consists of compliance to all mandatory requirements</li> <li>b. <b>Technical Evaluation</b> – this consists of allocating scores to bidders as per the technical evaluation criteria</li> <li>c. <b>Financial Evaluation</b> – this consists of evaluating the bid prices and making recommendation of the tender.</li> </ul> <p>Bids shall be subjected to the following technical evaluation criteria:</p> <ul style="list-style-type: none"> <li>i. Experience in previous and on-going works of a similar nature and size for at five three years covering from 2016 to 2020 to include design and build conditions <b>(30 marks)</b>.</li> </ul> <p style="padding-left: 40px;"><i>Bidders <b>MUST</b> provide the Contract Prices and copies of Completion or Final Certificates, names and addresses of clients who may be contacted for further information on these contracts for each of the works provided to be considered</i></p> <ul style="list-style-type: none"> <li>ii. Major items of construction equipment proposed to carry out the Contract and detail of whether they are owned, leased or to be hired (<i>provide evidence of ownership or lease/hire</i>). The equipment should include but not be limited to the following functions <b>(25 marks)</b>: <ul style="list-style-type: none"> <li>a. Mobile crane</li> <li>b. Arc welding Machine</li> <li>c. Vibratory compactor/ Tandem Roller 145HP,10 Ton</li> <li>d. Tipper</li> <li>e. Poker/ Foam Vibrator</li> </ul> <ul style="list-style-type: none"> <li>❖ <i>Own – each item above carries 4 marks</i></li> <li>❖ <i>Undertaking to Hire/ Lease – each item above carries 2 marks</i></li> </ul> </li> </ul>

	<p>iii. Qualifications and experience of the following personnel and their CVs and copies of certificates <b>(32 marks) : 4 marks each</b></p> <p>a. Registered Architect</p> <p>b. Registered Structural and Civil Engineer</p> <p>c. Quantity Surveyor</p> <p>d. Electrical Engineer</p> <p>e. Mechanical Engineer</p> <p>f. Landscape Architect</p> <p>g. Qualified, certified and dedicated</p> <p>h. construction professionals</p> <p>iv. Certified copies of Audited Financial reports for the last three years (2017, 2018 &amp; 2019) <b>(13 marks)</b>.</p> <p>a. Liquidity ratios <math>CA/CL \geq 1:1 = 5</math> marks</p> <ul style="list-style-type: none"> <li>• <math>CA/CL \geq 0.5:1 = 3</math> marks</li> <li>• <math>CA/CL &lt; 0.5 = 2</math> mark</li> </ul> <p>b. Gearing ratios not more than 50% = 4 marks</p> <ul style="list-style-type: none"> <li>• 50% - 99% = 3 mark</li> <li>• 100% and above = 1 mark</li> </ul> <p>c. Profitability ratios 10% and above = 4 marks</p> <ul style="list-style-type: none"> <li>• 5% - 9% = 3marks</li> <li>• Below 5% - 1 mark</li> </ul> <p><b><i>Bidders shall be required to score a minimum of 75 out of 100 marks to qualify for opening of the financial bids (Envelope B).</i></b></p>
<b>27</b>	The Procuring Entity shall award the contract to the lowest evaluated tender price that has been determined to be substantially responsive to the tender requirements.
<b>29.1</b>	Performance Security shall be 10% of the contract sum in form of a bank guarantee from a bank with operations in Kenya.

**Please provide the items listed below in technical submission (mandatory)**

<b>ITEM</b>	<b>YES</b>
1. Company Health & Safety Policy ( <i>signed by CEO</i> )	<input type="checkbox"/>
2. Certificate of Workplace Registration OSH	<input type="checkbox"/>
3. Emergency Management Procedures ( <b>outline process for incident management, e.g. first aid</b> )	<input type="checkbox"/>
4. List of Personal Protective Equipment/Clothing(PPE/C) to be provided during the job	<input type="checkbox"/>
5. Company Health & Safety Rep/contact person during the project ( <b>provide name, address &amp; mobile numbers</b> )	<input type="checkbox"/>

**SECTION III - CONDITIONS OF CONTRACT, PART I – GENERAL CONDITIONS**

**SECTION IV –  
CONDITIONS OF CONTRACT PART II  
(CONDITIONS OF PARTICULAR APPLICATION)**

<b>Item</b>	<b>Sub- Clause</b>	<b>Data</b>
Time for Completion	1.1.9	Days
Law of the Contract	1.4	Kenya
Language	1.5	English
Provision of site	2.1	1 week upon signing of agreement
Authorized Person	3.1	a. xxxxxxxxxxx
Name and address of Employer's Representative	3.2	Xxxxxxxxx
Performance Security Amount	4.4	10% of contract price in form of a bank guarantee
Form	4.4	As per the form of Performance Security attached in the Tender Documents
Programme: Time for submission	7.2	Within 7 days of commencement date
Amount payable due to failure to complete	7.4	xxxxxxxx per day to a maximum of 10% of contract sum.
Period for notifying defects	9.1& 11.5	365 days from the date stated in the notice under sub-clause 8.2
Variation Procedure	10.2	A maximum rate of xxxxx% on all rates shall be permitted for fluctuations in price after the first year from the date of signing the Agreement, subject to prevailing market rates.
The Unit rates will be deemed to include the following:- 1. Preliminaries including expenses to acquire port passes for the contractor's workers during the contract period. 2. Materials and a margin of waste	11.1	Re-measurement with tender rates

3. Labour 4. Plant, machinery and tools 5. Overheads 6. Profit		
Percentage value of Materials and plant	11.2	Materials: 75 % of tender rates Plant: Nil
Interim payments/Percentage of retention	11.3	Within 30 days from receipt of invoice
Currency of Payment	11.7	KES

## **SECTION V - SPECIFICATIONS**

### **TERMS OF REFERENCE**

### **ENVIRONMENTAL IMPACT ASSESSMENT FOR PROPOSED REGENERATION OF JOMO KENYATTA PUBLIC BEACH**

These terms of reference have been prepared for consideration for approval by the National Environment Management Authority (NEMA) in accordance with the Sec. 58 (4) of the Environmental Management and Coordination Act No. 8 of 1999 (Rev. 2015) as well as Regulation 11 of Legal Notice No. 101 of 2003 (Rev. 2016).

#### **1.1 Objectives and scope of ToR**

The following scope is defined for the EIA of regeneration of Jomo Kenyatta Public Beach, Mombasa County:

1. Succinct description of the physical location and linkages of the project including the baseline conditions of the project area;
2. Description of the recipient environment (baseline environment and social setting of the project area and the immediate environment);
3. An analysis of the relevant national environmental legislative, regulatory framework, baseline information and any information related to the project/project area;
4. A concise description of the project elements including: project objectives, design, key activities, technology, procedures and processes, materials to be used, products, by-products and waste generated, during the project construction, operation and de-commissioning phases;
5. A robust stakeholder engagement focusing on project affected persons
6. Feasible project alternative analysis including locations, technologies or process available and rationale for preferring the advanced option;
7. Key adverse environmental effect of the project including: the social disruption, access to sufficient water & energy resources, solid & liquid waste management, direct, indirect, cumulative, irreversible, short-term and long-term effects anticipated;
8. Define measures to prevent public health hazards and to ensure security and for the management of emergencies at the project site;
9. An environment management plan to safeguard the related risks of the project proposal;
10. Develop environmental monitoring plan outlaying surveillance parameters, frequency, responsibilities, and cost;
11. Identify information gaps and uncertainties encountered in compiling the EIA report and recommendations for consideration by decision makers.

#### **1.2 Purpose of TOR**

The purpose of this TOR is four-fold as follows:

- To give an outline of the project, project objectives and purpose; existing policies, legislation and institutional framework relevant to the project; and conduct comprehensive baseline studies including surveys (Water assessment, noise measurements, social economic surveys) to be conducted and how the public consultation shall be conducted.

- To outline the EIA process to be followed.
- To identify all anticipated negative environmental impacts of the project; and
- To identify possible socio-economic impacts of the project and propose ways for detailed investigations to come up with workable and environmentally acceptable mitigation measures for adverse impacts, while enhancing the positive impacts

### **3.1 Proponent's Design Team**

To provide these services, the Proponent must assemble a team of qualified professionals, all licensed to practice in Kenya, including, but not limited to:

- i. Registered Architect
- ii. Registered Structural and Civil Engineer
- iii. Quantity Surveyor
- iv. Electrical Engineer
- v. Mechanical Engineer
- vi. Landscape Architect
- vii. Qualified, certified and dedicated construction professionals

### **3.2 Planning/Pre-design**

Following the award of the tender, the Proponent will meet with the County to review issues related to site development. These issues include: site reconnaissance, site services, landscaping considerations, and drainage, etc. The proposed design will reflect the program requirements, site conditions and budget. Revisions to the design may be required as a result of the review. Final design development drawings, and outline specification are to be generated and reviewed before issuance of a letter from the Project Management Team to proceed to construction drawings. Final construction documents are to be submitted prior to the commencement of construction.

1. Overall Site Development Plans, including Environmental Management Plan

2. Revised design and approval: Site plans, individual plans, elevations, sections, 3D visuals
3. Final design and approval: Plans, sections, elevations, details,
4. Completed construction documents and approval
5. All permits, including ESIA

The Proponent will work primarily with the for day to day contact to obtain technical and program information. The Design Team will be responsible for providing direction and resolving issues related to progress with all aspects of the scope of services. All correspondence will flow through . The Proponent will provide a single, focused point of contact throughout the term of contract. The individual so appointed will be a senior member of the Proponent's team and will have full authority to commit the resources of the Proponent.

It is anticipated that the Proponent will work closely with the project management team to define or clarify the operational and technical requirements for the program of requirements. The Proponent will be required to co-ordinate with all suppliers and specialized contractors.

Construction drawings are to be stamped by the design Consultants, licensed to practice in Kenya. The Proponent will provide on-going construction supervision as required to oversee the construction of each facility and report to the County. The Owner will have access to the site at all times. The Proponent will make equipment and labour available to facilitate independent testing of materials and compaction for each site at the discretion of the County.

Overall oversight of the project rests with the Project Management Committee (PMC)

### **3.3 Design Criteria**

The design and construction of Malindi waterfront public park shall meet or exceed the following criteria:

#### **1. Main Criteria**

- a. All design and construction work for Mombasa Beach Waterfront must meet or exceed all applicable codes, regulations and standards including, but not limited to: the Building Code, the Occupational Health and Safety Act, National Environment Management Authority (NEMA) regulations, National Construction Authority (NCA) regulations and any other jurisdiction having authority.
- b. This Scope of Work is provided as part of this package for information only. Verification of dimensions and site conditions for each site is the responsibility of the Contractor. The Contractor shall examine the site conditions

carefully for each site, prior to developing a bid proposal and subsequent contract documents in order to ensure that details are appropriate to existing conditions.

### **3.4 Material and Site Considerations**

- a. Site slopes must be addressed for overall drainage requirements.
- b. Drainage requirements may include a storm drain system through the site.
- c. All foundations and sidewalks to be structurally designed in conformance with the recommendations of the Geotechnical Reports.
- d. Approval by a testing authority of slump and compressive strength of poured-in-place concrete will be required.
- e. All materials used in construction will be based on their ability to withstand rigorous, industrial use and environmental elements. All metals shall be anodized or have rust-resistant properties.
- f. Details should minimize long-term maintenance needs.

### **3.5 Construction**

The following general conditions must be included within the Proponent's Scope of Work and included in their bid price:

- a. Site inspections, soils compaction and concrete testing complete with independent engineer's report
- b. Site office, including a meeting space
- c. Temporary power
- d. Temporary toilets
- e. Safety and first aid supplies
- f. Site storage and handling of materials
- g. Site board
- h. Temporary rigid safety/security fences, hoarding, barricades and railings
- i. Chair, produce and circulate minutes of weekly site meetings

### **4.0 DEFECTS AND LIABILITY PERIOD**

The defect and liability period of **6 months** will commence on the date the project receives a Construction Completion Certificate identifying that the *water front* is substantially complete and ready for operation.

## **5.0 PRE-PROPOSAL SITE VISIT**

Each proponent must satisfy themselves as to the exact nature and existing site conditions for each site, the project requirements and for the extent and quality of work to be performed. Failure to do so will not relieve the successful proponent of their obligation to carry out the provisions of the contract.

## **6.0 SCOPE OF WORK DESIGN ELEMENTS**

- Iconic gateway to Jomo Kenyatta
- Beach.
- Pedestrian walk way
- Parking square for vehicles
- Waste management
- Ablution Block, bio digester, changing room area,
- Eateries/ restaurants on the beach front
- Free 001 WiFi
- Fabricated kiosks for traders
- Amphi theatre
- Street lighting.
- Storm water drainage, sewer and water connection
- Beach facilities( sunbeds, umbrella, gazebo, bay watch tower, first aid station, kids zone play area, and water/ beach sporting facilities,)
- Beautification- trees, flowers, and street and beach furniture.
- Mooring
- Information desk and pre fab offices for county officials
- Fire station( based on availability of space)
- Aquarium( explore possibilities)
- Outdoor gym
- Community cooker
- Water vending machine
- Public park

## **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 Day works) in the Bill of Quantities shall be expended in whole or in part at the discretion of the Engineer in accordance with Sub-clause 52.4 and Clause 58 of part of the Conditions of Contract.
- g. The price and rates entered in the Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all Constructional plant to be used, labour, insurance, supervision, compliance, testing, materials, erection, maintenance or works, overheads and profits, taxes and duties together with all general risks, liabilities and obligations set out or implied in the Contract, transport, electricity and telephones, water, use and replenishment of all consumables, including those required under the Contract by the Engineer and his staff.
- h. Errors will be corrected by the Employer for any arithmetic errors in computation or summation as follows:

- a. Where there is a discrepancy between amount in words and figures, the amount in words will govern; and
  - b. Where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit price and the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer, there is an obviously gross misplacement of the decimal point in the unit price, in which event the total amount as quoted will govern and the unit rate will be corrected.
  - c. If a Tenderer does not accept the correction of errors as outlined above, his Tender will be rejected.
- i. The Bills of Quantities, unless otherwise expressly stated therein, shall be deemed to have been prepared in accordance with the principles of the latest edition of the Civil Engineering Standard Method of Measurement (CESMM).
  - j. “Authorised” “Directed” or “Approved” shall mean the authority, direction or approval of the Engineer.
  - k. Unless otherwise stated, all measurements shall be net taken on the finished work carried out in accordance with the details shown on the drawings or instructed, with no allowance for extra cuts or fills, waste or additional thickness necessary to obtain the minimum finished thickness or dimensions required in this Contract. Any work performed in excess of 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 0.2m<sup>3</sup> 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.

<b>Unit</b>	<b>Abbreviation</b>	<b>Unit</b>	<b>Abbreviation</b>
cubic meter	m <sup>3</sup> or cu m	millimetre	mm
hectare	ha	month	mon
hour	h	number	nr
	kg	square meter	m <sup>2</sup> or sq m

kilogram lump sum meter metric ton (1,000 kg)	sum m t	square millimetre week	mm <sup>2</sup> or sq mm wk
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- 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. Day work Schedule**

A Day work 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 Day work Schedule should normally comprise:

- i. a list of the various classes of labour, and materials for which basic Day work 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 Day work basis; and
- ii. a percentage to be entered by the tenderer against each basic Day work 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 subcontractors. 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 Day works, physical (quantity) contingencies, and price contingencies (upward price adjustment) where applicable.

**BILLS OF QUANTITIES.**

**(FIRMS TO DEVELOP AND FILL BILLS OF QUANTITIES FOR THEIR PROPOSED DESIGNS).**

## **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. 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
- xiv. Details of Sub-Contractors
- xv. Certificate of Tenderer's Site visit
- xvi. Form of Written Power of Attorney
- xvii. Key Personnel
- xviii. Completed Civil Works
- xix. Schedule of Ongoing Projects
- xx. Other Supplementary Information
- xxi. Declaration Form
- xxii. Request for Review

## 1. 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 design, 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 \_\_\_\_\_

## 2. 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

### 3. 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 \_\_\_\_\_

**4. 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 of .....20.....

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 or 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 the Insurance Company)

**5. 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 there under 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)



**6. 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.....Email.....

Nature of Business.....

Current Trade Licence No..... Expiring date.....

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

Name of your bankers.....

Branch.....

**Part 2 (a) – Sole Proprietor**

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

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

\*Citizenship details .....

**Part 2 (b) – Partnership**

Give details of partners as follows:

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

Part 2(c) – Registered Company:

Private or public.....

State the nominal and issued capital of the Company-

Nominal 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

**7. SCHEDULE OF LABOUR:- BASIC RATES**  
**(Reference: Clause 70 of Conditions of Contract)**

LABOUR CATEGORY	UNIT (MONTH/SHIFT/HOUR)	RATES

Categories to be generally in accordance with those used by the Kenya Building Construction and Engineering and Allied Trades Workers' Union.

**8. CERTIFICATE OF TENDERER'S VISIT TO SITE**

This is to certify that [Name/s].....

.....Being  
the

authorized representative/Agent of [Name of  
Tenderer].....

.....  
participated in the organized inspection visit of the site of the works for the (Name  
of Contract): .....

..... day of.....20.....

Signed.....

(Employer's Representative)  
.....

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

**KEY PERSONNEL**

<b>DESIGNATION</b>	<b>NAME</b>	<b>NATIONALITY</b>	<b>SUMMARY OF QUALIFICATIONS AND EXPERIENCE</b>
Headquarters: 1. Director 2. 3. 4. 5. etc.			
Site Office: 1. Site Superintendent 2. 3. 4. 5. etc.			

I certify that the above information is correct.

.....  
 (Title)

.....  
 (Signature)

.....  
 (Date)

**9. SCHEDULE OF COMPLETED DESIGN AND BUILD, CIVIL WORKS  
CARRIED OUT BY THE  
TENDERER IN THE LAST EIGHT YEARS**

DESCRIPTION OF WORKS AND CLIENT	TOTAL VALUE OF WORKS (KSHS)	CONTRACT PERIOD (YEARS)	YEAR COMPLETED

I certify that the above Civil Works were successfully carried out and completed by ourselves.

.....

(Title)

(Signature)

(Date)



**ANTI-CORRUPTION DECLARATION COMMITMENT/ PLEDGE**

*(Sections 39, 40,41,42,43 & of the PPAD Act, 2015)*

I/We/Messrs.....

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

.....

Contact/Phone/E mail.....

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

I/We .....

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

Tender No .....

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

Authorized Signature.....,

Name and Title of Signatory.....

**11. DECLARATION FORM**

Date.....

To.....

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

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

Title Signature Date

(To be signed by authorized representative and officially stamped)

**12. 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

**13. FORM RB 1**

**REPUBLIC OF KENYA  
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (Procuring Entity)

Request for review of the decision of the..... (Name of the Procuring Entity) of  
.....dated the...day of .....20.....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