



MISSION FOR ESSENTIAL DRUGS AND SUPPLIES

HEATING, VENTILATION & AIR CONDITION(HVAC) - MEDS CENTRE, MOMBASA ROAD

**SPECIFICATIONS & BILLS OF QUANTITIES
(HVAC)**

CLIENT:

MISSION FOR ESSENTIAL DRUGS AND SUPPLIES, P.O.
BOX 78040 - 00507,
NAIROBI.

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INSTRUCTION TO TENDERERS

1. Tenders shall be submitted on the form of tender attached hereto and all blanks in this form and in the schedules attached to the specification shall be completed.
2. No alteration shall be made on the form of tender or in the specification and schedules.
3. The tenderer (whether his tender is accepted or not) and all other recipients of the specification and documents shall treat the details of specification and the documents attached thereto as private and confidential.
4. The employer does not bind himself to accept the lowest or any tender and will not be responsible for or pay for expenses or losses which may be incurred by any tenderer in the preparation of his tender.
5. It will be presumed that the tenderer will have visited the site, and to have taken into consideration any special difficulties and requirements not referred to herein but associated with a new plant being installed to serve existing buildings, as the case may be, and to have made allowance for such in this tender.
6. All tenderers shall return tender and all accompanying documents duly completed and enclosed in a sealed envelope marked: -

“REQUEST FOR PROPOSALS(RFP) FOR INSTALLATION OF HEATING, VENTILLATION & AIR CONDITION (HVAC) AT MEDS-REF: MEDS/RFP/006/2022”

The tender must be received at the address and the day stated in the covering letter. Tenders received later than the date specified shall not be considered.

7. All items of additional information, issued to tenderers prior to the time for closing the bids, shall become a part of the Contract Documents and shall be included in the proposals.
8. The tenderer shall, where applicable, provide leaflets and catalogues giving technical and physical details of the fittings being offered by him as an integral part of his bid.
9. Unless otherwise specified in the particular specification, Tenderers shall assume that all fittings required will be Import Duty Paid where applicable.

FORM OF TENDER

Dear Sir/Madam

RE: MISSION FOR ESSENTIAL DRUGS AND SUPPLIES, MOMBASA ROAD

Having examined and understood all the drawings, specifications, conditions of contract, Bill of Quantities and all other relevant documents for the above works and having obtained all the necessary information affecting this tender, we the undersigned hereby offer to execute and complete to the satisfaction of the Client the whole **HVAC works** herein stated for the sum of Kenya Shillings: -

.....
(KSHS: -)

We undertake, if this tender is accepted to execute a formal Contract Agreement with the Client in the terms shown in tender documents and to submit the name of an approved surety who will be willing to be bound to the client for the said works in an amount equal to 10% of the Contract amount.

We understand and agree that the employer is not bound to accept the lowest or any tender.

Our offer is valid for acceptance within ninety (90) days from the date of this tender.

Signed: Date:

Completion Period:

Name and Address with Official Stamp:

Witness:

Signed:

Address:

Date:.....

FORM OF BOND

To be used with Agreement and Schedule of Conditions of Building Contract.

KNOW ALL MEN BY THESE PRESENTS that we _____(SURETY)

of _____

ARE BOUND to (CLIENT) of _____

in the sum of Kenya Shillings. _____

_____ (Kshs. _____)

to be paid by us to the said _____(CLIENT)

WHEREAS by an agreement in writing dated _____

(CONTRACTOR) of _____

Contracted with the said_(CLIENT) to (description of works)

in the said agreement particularly described and conformable thereto. NOW THE condition of the

above written bond is such that if the said _____(CONTRACTOR),

his/their executors, administrators or assignees shall conform to the said agreement then the above written bond to be void otherwise to remain in full force. Provided always and it is hereby agreed and declared that the liability of us to the said _____(SURETY) under the above-written bond shall not in any way be discharged or impaired by reason of or any breach or breaches (wilful or otherwise) of the said agreement committed with or without the knowledge or consent of the said

_____ (CONTRACTOR)

by or on behalf of with the knowledge or consent of the said

_____ (CLIENT)

In witness whereof we have hereunto set our hands this ____ day of _____

Two Thousand and _____

Witness

Surety. Authorized by power of Attorney.

(No. _____)

PART A

PRELIMINARY

DEFINITION OF TERMS

Throughout this document, the following terms shall be interpreted as follows:

- **Client:** **Mission for Essential Drugs and Supplies,
P.O. Box 78040 - 00507,
NAIROBI**

1. **Contractor:**

Shall mean the person or person's partnership, company whose Tender for this work has been accepted and who has signed a Contract Agreement with the Client of which this document is forming part, and shall include his or their legal personal representatives or successors.

Contract Works:

Shall mean all the portion of the work, materials and articles, whether the same is to be used in the execution of this contract and whether the same may be on site or not.

2. **Site:**

The site of the proposed works is **AT MEDS CENTRE, MOMBASA ROAD**

3. **Contract:**

The successful tenderer will be appointed as a nominated Contractor to the client under the latest edition of the Agreement and Association of Buildings

1) **Terms and Conditions**

1. Sealed tenders / Quotations are invited by MEDS for **INSTALLATION OF HEATING, VENTILLATION & AIR CONDITION (HVAC)** as per the terms and conditions governing the Tender as under:
2. The sealed tenders are to be submitted in prescribed format on the organization's business letter head duly stamped, signed and dated on each page as your unconditional acceptance to the terms prescribed by MEDS in the tender document. Details/supporting documents wherever applicable, if attached with the tender should be fully authenticated by the tenderer/bidder. No overwriting shall be accepted unless authenticated with full signature of the tenderer / bidder. Incomplete bids received shall be summarily rejected.
3. The tender document may be obtained from MEDS website www.meds.or.ke.
4. The bidder is required to provide a total solution to MEDS which will include the following:
 - a) All conducting, wiring and associated ducting.
 - b) Any other services that may be required for the systems to be implemented and integrated with the rest of MEDS infrastructure. For this purpose, the bidder may visit MEDS premises to obtain any information they may require to design the total solution implementation.
5. The tenderer/bidder is required to submit the Technical/Infrastructure and Commercial bids separately in two different sealed envelopes. Sequential page numbering should be marked on all the pages of the bid submitted (including supporting documents). The sealed envelopes containing the Technical bid and Financial bid should be duly superscripted as 'Technical Bid' and 'Financial Bid' respectively for easy identification. Both the envelopes should be placed together in a bigger envelope superscripted as "**INSTALLATION OF HEATING, VENTILLATION & AIR CONDITION (HVAC) AT MEDS-REF: MEDS/RFP/006/2022**" The tenderer/bidder is also required to submit a

soft copy of the Technical Proposal and the Financial Proposal the respective Technical and Commercial Bid envelopes and Hard copy documents addressed to:

**Managing Director,
Mission for Essential Drugs and Supplies,
MEDS Centre,
Mombasa Road.
P. O Box 78040 Viwandani, 00507,
Nairobi, Kenya.**

info@meds.or.ke

Tenders/Bids received after the stipulated date and time shall be rejected summarily without giving any reason.

6. MEDS shall have the right to assess the competencies and capabilities of the Tenderer/Bidder by going through the credentials given in the Technical Bid and on the basis of such credentials, MEDS may reject the candidature of the Tenderer/bidder without assigning any reason.
7. MEDS does not bind itself to accept the lowest or any tender or to assign any reason thereof and also reserves the right of accepting the tender in whole or in part. The part acceptance of the tender will not violate the terms and conditions of the contract and the tenderer / bidder will execute the work at the specified rates without any extra charges or compensation within the stipulated period
8. The whole work included in the Tender shall be executed by the Tenderer/Bidder and the Tenderer/Bidder shall not directly or indirectly transfer assign or sublet the contract or any part thereof or interest therein without the written consent of MEDS
9. In case of any work for which there is no specification in the Tender, such work shall be carried out in accordance with the directions of MEDS or her authorized representative.
10. The Tenderer/Bidder is advised to visit and inspect the sites at his own cost and shall be responsible to secure all necessary information, which may be required for completing the tender. Ignorance of site conditions or local information shall not be considered as an excuse for non-performance of the contract. All costs, charges and expenses that may be incurred by the Tenderer/Bidder in connection with the preparation of his tender shall be borne by him and MEDS will not accept any liability whatsoever in this regard.
11. It shall be clearly understood that the rates quoted in the tender will be for complete work at site, as per instructions to Tenderers / Bidders, conditions of Contract, specifications and drawings, and also for all such works as are necessary for the proper completion of the contract, although specific mention thereof may not have been made in the specifications or drawings or tender documents. The rates shall be firm and shall not be subject to cost escalation. The tenderers / bidders shall quote rates inclusive of all statutory levies, **taxes, charges, surcharges, VAT, & other taxes etc.** No component of cost / tax shall be paid by MEDS unless the same is included specifically in the bid. No advice of any change in rate after the opening of the tender shall be entertained.
12. **Termination of the Contract:**

MEDS without prejudice to any other remedy, reserves the right to terminate the Tender / Contract in whole or in part and also to blacklist a Tenderer / Bidder for a suitable period in case he fails to honor his bid / contract without sufficient grounds or found guilty for breach of condition/s of the tender / contract, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by such Tenderer / Bidder or by its staff.
13. In case of any dispute, difference, claims and demands arising in relation or pursuant or touching to the meaning or interpretation of this tender and contract, the authorized official of MEDS and the Tenderers / Bidders will address the disputes/differences for mutual resolution or referred to an arbitrator. The cost of the Arbitration proceedings shall be shared equally by both the parties. The decision / award of the arbitrator shall be final and binding. All disputes arising out of this tender are subject to the jurisdiction of Kenyan law.
14. MEDS reserves the right to accept or reject any or all the tenders/bids without assigning any reason.
15. **Certificate of completion:** The contractor shall complete commencement, completion and installation test certificate and submit them to the client with a copy to MEDS on completion of the works.

PART B

GENERAL SPECIFICATION FOR INSTALLATION OF HVAC WORKS

A. GENERAL CLAUSES

MANDATORY REQUIREMENTS

1. Pre-tender site visit
2. Certificate of incorporation
3. NCA installation license NCA 5 and above
4. Valid tax compliance certificate
5. All tenderers shall provide in the Form of Tender and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
6. Qualifications and experience of key site management and technical personnel proposed for the Contract and an undertaking that they shall be available for the Contract.
7. Experience in works of a similar nature and size for each of the last five years, and details of work under way or contractually committed; and names and addresses of clients who may be contacted for further information on these contracts;
8. Evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
9. Filled and signed site survey form
10. Tenderer should provide at least 5-year warranty for the ~~air~~ system installed

BILL OF QUANTITIES

(See the attached: Annex A1- HVAC BOQ)



SITE SURVEY FORM

PROPOSED HVAC INSTALLATION- AT MEDS CENTRE, MOMBASA ROAD.

Date:

Name of Contractor.....

Name of representative:

Phone Number:

Physical address:

Comments

Client Representative

Name:

Signature:

Stamp: