KENYATTA UNIVERSITY

TENDER NO.
KU/TNDR/W/051/MWTP/2019-2020

REstricted Tender For Provision Of Mechanical Works At Techno Park Phase Two

Closing Date: Friday 13th December, 2019 at 10:00am
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SECTION I

INVITATION FOR TENDERS


TENDER NAME: PROVISION OF MECHANICAL WORKS AT TECHNO PARK PHASE TWO

1.1 Kenyatta University invites sealed tenders from eligible tenderers for Provision of Mechanical Works at Techno Park phase two qualified and licensed by National Construction Authority in category NCA 6 and above Mechanical Works category

1.2 Prices quoted should be net, inclusive of all taxes, and must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.

1.3 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at (Kenyatta University – Procurement Department Reception) or be addressed to (Kenyatta University P.O. Box 43844 – 00100 G.P.O Nairobi) so as to be received on or before Friday 13th December, 2019 at 10:00 a.m.

1.4 Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at (Kenyatta University - Boardroom).

1.5 Site visit will be on Friday 6th and Monday 9th December, 2019 at 10.00 am. Attendance register will be signed by all representatives.
SECTION II

INSTRUCTIONS TO TENDERERS

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INSTRUCTIONS TO TENDERERS

1. **General**

1.1 Kenyatta University as defined in the Appendix to Conditions of Contract invites tenders for Works Contract as described in the tender documents. The successful tenderer will be expected to complete the Works by the Intended Completion Date specified in the said Appendix.

1.2 Tenderers shall include the following information and documents with their tenders, unless otherwise stated:

(a) copies of certificates of registration, and principal place of business;

(b) total monetary value of construction work performed for each of the last five years;

(c) experience in works of a similar nature and size for each of the last five years, and clients who may be contacted for further information on these contracts;

(d) major items of construction equipment owned;

(e) qualifications and experience of key site management and technical personnel proposed for the Contract;

(f) reports on the financial standing of the Tenderer, such as profit and loss statements and auditor’s reports for the last five years;

(g) authority to seek references from the Tenderer’s bankers.

1.3 The Tenderer shall bear all costs associated with the preparation and submission of his tender, and Kenyatta University will in no case be responsible or liable for those costs.

1.4 The Tenderer, at the Tenderer’s own responsibility and risk, is encouraged to visit and examine the Site of the Works and its surroundings, and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Tenderer’s own expense.

1.5 Kenyatta University employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

1.6 The price to be charged for the tender document shall not exceed Kshs.1,000/=.

1.7 Kenyatta University shall allow the tenderer to review the tender document free of charge before purchase.
2. **Tender Documents**

2.1 The complete set of tender documents comprises the documents listed here below and any addenda issued in accordance with clause 2.4 here below:

(a) These instructions to Tenderers  
(b) Form of Tender  
(c) Conditions of Contract and Appendix to Conditions of Contract  
(d) Specifications  
(e) Drawings  
(f) Bills of Quantities/Schedule of Rates (whichever is applicable)  
(g) Other materials required to be filled and submitted in accordance with these Instructions and Conditions

2.2 The Tenderer shall examine all instructions, forms and specifications in the tender documents. Failure to furnish all information required by the tender documents may result in rejection of his tender.

2.3 Prospective Tenderer making inquiries of the tendering documents may notify Kenyatta University in writing or by cable, telex or facsimile at the address indicated in the letter of invitation to tender. Kenyatta University will respond to any request for clarification received earlier than seven [7] days prior to the deadline for submission of tenders. Copies of the response will be forwarded to all persons issued with tendering documents, including a description of the inquiry, but without identifying its source.

2.4 Before the deadline for submission of tenders, Kenyatta University may modify the tendering documents by issuing addenda. Any addendum thus issued shall be part of the tendering documents and shall be communicated in writing or by cable, telex or facsimile to all Tenderers. Prospective Tenderers shall acknowledge receipt of each addendum in writing to Kenyatta University.

2.5 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, Kenyatta University shall extend, as necessary, the deadline for submission of tenders in accordance with clause 4.2 here below.

3. **Preparation of Tenders**

3.1 All documents relating to the tender and any correspondence shall be in English Language.

3.2 The tender submitted by the Tenderer shall comprise the following:

(a) The Tender;
(b) Tender Security, shall be either in form of:

i. a bank guarantee;
ii. a guarantee by a licensed insurance company in Kenya as provided by the Authority;
iii. a letter of credit;

(c) Priced Bill of Quantities/Schedule of Rates for lump-sum Contracts

(d) Any other materials required to be completed and submitted by Tenderers.

3.3 The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities/Schedule of Rates. Items for which no rate or price is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities/Schedule of Rates. All duties, taxes and other levies payable by the Contractor under the Contract, as of 30 days prior to the deadline for submission of tenders, shall be included in the tender price submitted by the Tenderer.

3.4 The rates and prices quoted by the Tenderer shall not be subject to any adjustment during the performance of the Contract.

3.5 The unit rates and prices shall be in Kenya Shillings.

3.6 Tenders shall remain valid for a period of one hundred and twenty (120) days from the date of submission. However in exceptional circumstances, the Employer may request that the Tenderers extend the period of validity for a specified additional period. The request and the Tenderers’ responses shall be made in writing.

3.7 The Tenderer shall prepare one original of the documents comprising the tender documents as described in these Instructions to Tenderers.

3.8 The original 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 alterations or additions have been made shall be initialed by the person or persons signing the tender.

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

3.10 Kenyatta University 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.
4. **Submission of Tenders**

4.1 The tender duly filled and sealed in an envelope shall:

(a) be addressed to Kenyatta University at the address provided in the invitation to tender;

[b] bear the name and identification number of the Contract as defined in the invitation to tender; and

Provide a warning not to open before **Friday 13th December, 2019 at 10:00am**

4.1 Tenders shall be delivered to Kenyatta University at the address specified above not later than **Friday 13th December, 2019 at 10:00am**

4.2 The tenderer shall not submit any alternative offers unless they are specifically required in the tender documents.

Only one tender may be submitted by each tenderer. Any tenderer who fails to comply with this requirement will be disqualified.

4.3 Any tender received after the deadline for opening tenders will be returned to the tenderer un-opened.

4.4 Kenyatta University may extend the deadline for submission of tenders by issuing an amendment in accordance with sub-clause 2.5 in which case all rights and obligations of Kenyatta University and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

5. **Tender Opening and Evaluation**

5.1 The tenders will be opened in the presence of the Tenderers’ representatives who choose to attend at the time and in the place specified in the invitation to tender.

5.2 The Tenderers’ names, the total amount of each tender and such other details as may be considered appropriate, will be announced at the opening by Kenyatta University. Minutes of the tender opening, including the information disclosed to those present will also be prepared by Kenyatta University.

5.3 Information relating to the examination, clarification, evaluation and comparison of tenders and recommendations for the award of the Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence Kenyatta University officials, processing of tenders or award decisions may result in the rejection of his tender.

5.4 Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:
(a) Where there is a discrepancy between the amount in figures and the amount in words, the amount in words will prevail; and

(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 Kenyatta University representative, there is an obvious typographical error, in which case the 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 Bill of Quantities/Quotation, 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 P.C. 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 valuation 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 forfeited.

5.5 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

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

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

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

5.9 Preference where allowed in the evaluation of tenders shall not exceed 15%

5.10 To assist in the examination, evaluation, and comparison of tenders, Kenyatta University at his discretion, may request [in writing] any Tenderer for clarification of the tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex or facsimile but no change in the tender price or substance of the tender shall be sought, offered or permitted.
5.11 The Tenderer shall not influence Kenyatta University on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded. Any effort by the Tenderer to influence Kenyatta University or his employees in his decision on tender evaluation, tender comparison or Contract award may result in the rejection of the tender.

6. **Award of Contract**

6.1 The award of the Contract will be made to the Tenderer who has offered the lowest evaluated tender price.

6.2 Notwithstanding the provisions of clause 6.1 above, Kenyatta University reserves the right to accept or reject any tender and to cancel the tendering process and reject all tenders at any time prior to the award of Contract without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the action.

6.3 The Tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing or by cable, telex or facsimile. This notification (hereinafter and in all Contract documents called the “Letter of Acceptance”) will state the sum [hereinafter and in all Contract documents called the “Contract Price” which Kenyatta University will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract. The contract shall be formed on the parties signing the contract. At the same time the other tenderers shall be informed that their tenders have not been successful.

6.4 The Contract Agreement will incorporate all agreements between Kenyatta University and the successful Tenderer. It will be signed by Kenyatta University and sent to the successful Tenderer, within 30 days following the notification of award. Within 14 days of receipt, the successful Tenderer will sign the Agreement and return it to Kenyatta University.

6.5 Within 21 days after receipt of the Letter of Acceptance, the successful Tenderer shall deliver to Kenyatta University a Performance Security amount stipulated in the Appendix to Conditions of Contract.

6.6 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.

6.7 Kenyatta University may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

6.8 Kenyatta University 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.
7. **Corrupt and fraudulent practices**

7.1 Kenyatta University requires that the tenderer observes the highest standard of ethics during the procurement process and execution of the contract. A tenderer shall sign a declaration that he has not and will not be involved in corrupt and fraudulent practices.

7.2 Kenyatta University will reject a tender if it determines that the tenderer recommended for award has engaged in corrupt and fraudulent practices in competing for the contract in question.

7.3 Further a tenderer who is found to have indulged in corrupt and fraudulent practices risks being debarred from participating in public procurement in Kenya.
Appendix to Instructions to Tenderers

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision 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.

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| Site Visit                          | **Friday 6th and Monday 9th December, 2019 at 10.00 am.**  
Participants will assemble at Procurement Department reception by 10.00am as per the dates indicated above. |
| Tender Validity                     | **120 days**                                     |
| Tender Name                         | Provision Of Mechanical Works at Techno Park Phase two. |
EVALUATION CRITERIA

PROVISION OF MECHANICAL WORKS AT TECHNO PARK PHASE TWO.

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<td>ii.</td>
<td>Provide copy of Valid Tax Compliance certificate</td>
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<tr>
<td>iii.</td>
<td>Provide valid and current certificate of registration with National Construction Authority in category NCA 6 and above (Mechanical Works category)</td>
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<tr>
<td>iv.</td>
<td>Provide copy of valid trade/business license.</td>
<td>√</td>
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<td>v.</td>
<td>Bid documents to be submitted in two copies clearly labeled “original” and “copy”</td>
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<td>vi.</td>
<td>Attach site visit form dully signed by the tenderer and the client representative</td>
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<td>vii.</td>
<td>Dully filled and signed confidential business questionnaire</td>
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**NB:**
- Bidders must meet all the mandatory requirements to qualify for financial evaluation.
- The bidder quoting the lowest price shall be recommended for contract award.
- Any information provided by the bidder may be verified by the University.
- If information is found to be false, the company will be disqualified.
## SECTION III  CONDITIONS OF CONTRACT

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1. Definitions

1.1 In this Contract, except where context otherwise requires, the following terms shall be interpreted as indicated:

“Bills of Quantities” means the priced and completed Bill of Quantities forming part of the tender [where applicable].

“Schedule of Rates” means the priced Schedule of Rates forming part of the tender [where applicable].

“The Completion Date” means the date of completion of the Works as certified by the Employer’s Representative.

“The Contract” means the agreement entered into by the Employer and the Contractor as recorded in the Agreement Form and signed by the parties.

“The Contractor” refers to the person or corporate body whose tender to carry out the Works has been accepted by the Employer.

“The Contractor’s Tender” is the completed tendering document submitted by the Contractor to the Employer.

“The Contract Price” is the price stated in the Letter of Acceptance.

“Days” are calendar days; “Months” are calendar months.

“A Defect” is any part of the Works not completed in accordance with the Contract.

“The Defects Liability Certificate” is the certificate issued by Employer’s Representative upon correction of defects by the Contractor.

“The Defects Liability Period” is the period named in the Appendix to Conditions of Contract and calculated from the Completion Date.

“Drawings” include calculations and other information provided or approved by the Employer’s Representative for the execution of the Contract.

“Employer” Includes Central or Local Government administration, Universities, Public Institutions and Corporations and is the party who employs the Contractor to carry out the Works.

“Equipment” is the Contractor’s machinery and vehicles brought temporarily to the Site for the execution of the Works.

“Site” means the place or places where the permanent Works are to be carried out including workshops where the same is being prepared.
“Materials” are all supplies, including consumables, used by the Contractor for incorporation in the Works.

“Employer’s Representative” is the person appointed by the Employer and notified to the Contractor for the purpose of supervision of the Works.

“Specification” means the Specification of the Works included in the Contract.

“Start Date” is the date when the Contractor shall commence execution of the Works.

“A Subcontractor” is a person or corporate body who has a Contract with the Contractor to carry out a part of the Work in the Contract, which includes Work on the Site.

“Temporary works” are works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the Works.

“A Variation” is an instruction given by the Employer’s Representative which varies the Works.

“The Works” are what the Contract requires the Contractor to construct, install, and turnover to the Employer.

2. **Contract Documents**

2.1 The following documents shall constitute the Contract documents and shall be interpreted in the following order of priority;

(1) Agreement,
(2) Letter of Acceptance,
(3) Contractor’s Tender,
(4) Conditions of Contract,
(5) Specifications,
(6) Drawings,
(7) Bills of Quantities or Schedule of Rates [whichever is applicable]

3. **Kenyatta University Representative’s Decisions**

3.1 Except where otherwise specifically stated, Kenyatta University Representative will decide contractual matters between Kenyatta University and the Contractor in the role representing the Employer.

4. **Works, Language and Law of Contract**

4.1 The Contractor shall construct and install the Works in accordance with the Contract documents. The Works may commence on the Start Date and shall be carried out in accordance with the Program submitted by the Contractor, as updated with the approval
of Kenyatta University Representative, and complete them by the Intended Completion Date.

4.2 The ruling language of the Contract shall be English language and the law governing the Contract shall be the law of the Republic of Kenya.

5. **Safety, Temporary works and Discoveries**

5.1 The Contractor shall be responsible for design of temporary works and shall obtain approval of third parties to the design of the temporary works where required.

5.2 The Contractor shall be responsible for the safety of all activities on the Site.

5.3 Anything of historical or other interest or significant value unexpectedly discovered on the Site shall be the property of Kenyatta University. The Contractor shall notify Kenyatta University Representative of such discoveries and carry out Kenyatta University Representative’s instructions for dealing with them.

6 **Work Program and Sub-contracting**

6.1 Within seven (7) days after Site possession date, the Contractor shall submit to Kenyatta University Representative for approval a program showing the general methods, arrangements, order and timing for all the activities in the Works.

6.2 The Contractor may sub-contract the Works (but only to a maximum of 25 percent of the Contract Price) with the approval of Kenyatta University Representative. However, he shall not assign the Contract without the approval of Kenyatta University in writing. Sub-contracting shall not alter the Contractor’s obligations.

7 **The site**

7.1 Kenyatta University shall give possession of all parts of the Site to the Contractor.

7.2 The Contractor shall allow Kenyatta University Representative and any other person authorized by Kenyatta University Representative, access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

8 **Instructions**

8.1 The Contractor shall carry out all instructions of Kenyatta University Representative which are in accordance with the Contract.
9 Extension of Completion Date

9.1 Kenyatta University Representative shall extend the Completion Date if an occurrence arises which makes it impossible for completion to be achieved by the Intended Completion Date. Kenyatta University Representative shall decide whether and by how much to extend the Completion Date.

9.2 For the purposes of this clause, the following occurrences shall be valid for consideration;

Delay by:-

(a) force majeure, or

(b) reason of any exceptionally adverse weather conditions, or

(c) reason of civil commotion, strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works, or

(d) reason of Kenyatta University Representative’s instructions issued under these Conditions, or

(e) reason of the contractor not having received in due time necessary instructions, drawings, details or levels from Kenyatta University Representative for which he specifically applied in writing on a date which having regard to the date for Completion stated in the appendix to these Conditions or to any extension of time then fixed under this clause was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same, or

(f) delay on the part of artists, tradesmen or others engaged by Kenyatta University in executing work not forming part of this Contract, or

(g) reason of delay by statutory or other services providers or similar bodies engaged directly by Kenyatta University, or

(h) reason of opening up for inspection of any Work covered up or of the testing or any of the Work, materials or goods in accordance with these conditions unless the inspection or test showed that the Work, materials or goods were not in accordance with this Contract, or

(i) reason of delay in appointing a replacement Kenyatta University Representative, or
(j) reason of delay caused by the late supply of goods or materials or in executing Work for which Kenyatta University or his agents are contractually obliged to supply or to execute as the case may be, or

(k) Delay in receiving possession of or access to the Site.

10 Management Meetings

10.1 A Contract management meeting shall be held regularly and attended by Kenyatta University Representative and the Contractor. Its business shall be to review the plans for the remaining Work. Kenyatta University Representative shall record the business of management meetings and provide copies of the record to those attending the meeting and Kenyatta University. The responsibility of the parties for actions to be taken shall be decided by Kenyatta University Representative either at the management meeting or after the management meeting and stated in writing to all who attend the meeting.

10.2 Communication between parties shall be effective only when in writing.

11 Defects

11.1 Kenyatta University Representative shall inspect the Contractor’s work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor’s responsibilities. Kenyatta University Representative may instruct the Contractor to search for a defect and to uncover and test any Work that Kenyatta University Representative considers may have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor. However if there is no defect found, the cost of uncovering and making good shall be treated as a variation and added to the Contract Price.

11.2 Kenyatta University Representative shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Appendix to Conditions of Contract.

11.3 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by the Employer’s Representative’s notice. If the Contractor has not corrected a defect within the time specified in Kenyatta University Representative’s notice, Kenyatta University Representative will assess the cost of having the defect corrected by other parties and such cost shall be treated as a variation and be deducted from the Contract Price.

12 Bills of Quantities/Schedule of Rates

12.1 The Bills of Quantities/Schedule of Rates shall contain items for the construction, installation, testing and commissioning of the Work to be done by the Contractor. The Contractor will be paid for the quantity of the Work done at the rates in the Bills of Quantities/Schedule of Rates for each item. Items against which no rate is entered by the
Tenderer will not be paid for when executed and shall be deemed covered by the rates for other items in the Bills of Quantities/Schedule of Rates.

12.2 Where Bills of Quantities do not form part of the Contract, the Contract Price shall be a lump sum (which shall be deemed to have been based on the rates in the Schedule of Rates forming part of the tender) and shall be subject to re-measurement after each stage.

13 Variations

13.1 The Contractor shall provide Kenyatta University Representative with a quotation for carrying out the variations when requested to do so. Kenyatta University Representative shall assess the quotation and shall obtain the necessary authority from Kenyatta University before the variation is ordered.

13.2 If the Work in the variation corresponds with an item description in the Bill of Quantities/Schedule of Rates, the rate in the Bill of Quantities/Schedule of Rates shall be used to calculate the value of the variation. If the nature of the Work in the variation does not correspond with items in the Bill of Quantities/Schedule of Rates, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.

13.3 If the Contractor’s quotation is unreasonable, Kenyatta University Representative may order the variation and make a change to the Contract Price, which shall be based on Kenyatta University Representative’s own forecast of the effects of the variation on the Contractor’s costs.

14 Payment Certificates and Final Account

14.1 The Contractor shall be paid after each of the following stages of Work listed here below (subject to re-measurement by Kenyatta University Representative of the Work done in each stage before payment is made). In case of lump-sum Contracts, the valuation for each stage shall be based on the quantities so obtained in the re-measurement and the rates in the Schedule of Rates.

(i) Advance payment ________________ (percent of Contract Price, [after Contract execution] to be inserted by the Employer).

(ii) First stage (define stage) ______________________

(iii) Second stage (define stage)____________________

(iv) Third stage (define stage) ______________________

(v) After defects liability period.

14.2 Upon deciding that Works included in a particular stage are complete, the Contractor shall submit to Kenyatta University Representative his application for payment. Kenyatta
University Representative shall check, adjust if necessary and certify the amount to be paid to the Contractor within 21 days of receipt of the Contractor’s application. Kenyatta University shall pay the Contractor the amounts so certified within 30 days of the date of issue of each Interim Certificate.

14.3 The Contractor shall supply Kenyatta University Representative with a detailed final account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. Kenyatta University Representative shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 30 days of receiving the Contractor’s account if it is correct and complete. If it is not, Kenyatta University Representative shall issue within 21 days a schedule that states the scope of the corrections or additions that are necessary. If the final account is still unsatisfactory after it has been resubmitted, Kenyatta University Representative shall decide on the amount payable to the Contractor and issue a Final Payment Certificate. Kenyatta University shall pay the Contractor the amount so certified within 60 days of the issue of the Final Payment Certificate.

14.4 If the period laid down for payment to the Contractor upon each of the Employer’s Representative’s Certificate by Kenyatta University has been exceeded, the Contractor shall be entitled to claim simple interest calculated pro-rata on the basis of the number of days delayed at the Central Bank of Kenya’s average base lending rate prevailing on the first day the payment becomes overdue. The Contractor will be required to notify Kenyatta University within 15 days of receipt of delayed payments of his intentions to claim interest.

15. Insurance

15.1 The Contractor shall be responsible for and shall take out appropriate cover against, among other risks, personal injury; loss of or damage to the Works, materials and plant; and loss of or damage to property.

16. Liquidated Damages

16.1 The Contractor shall pay liquidated damages to Kenyatta University at the rate 0.001 per cent of the Contract price per day for each day that the actual Completion Date is later than the Intended Completion Date except in the case of any of the occurrences listed under clause 9.2. Kenyatta University may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor’s liabilities.

17. Completion and Taking Over

17.1 Upon deciding that the Work is complete the Contractor shall request Kenyatta University Representative to issue a Certificate of Completion of the Works, upon deciding that the Work is completed.
Kenyatta University shall take over the Site and the Works within seven days of the Employer’s Representative issuing a Certificate of Completion.

18. **Termination**

18.1 Kenyatta University or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. These fundamental breaches of Contract shall include, but shall not be limited to, the following:

(a) the Contractor stops Work for 30 days continuously without reasonable cause or authority from Kenyatta University Representative;

(b) the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(c) a payment certified by Kenyatta University Representative is not paid by Kenyatta University to the Contractor within 30 days after the expiry of the payment periods stated in sub clauses 14.2 and 14.3 hereinabove.

(d) Kenyatta University Representative gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time.

18.2 If the Contract is terminated, the Contractor shall stop Work immediately, and leave the Site as soon as reasonably possible. Kenyatta University Representative shall immediately thereafter arrange for a meeting for the purpose of taking record of the Works executed and materials, goods, equipment and temporary buildings on Site.

19. **Payment Upon Termination**

19.1 Kenyatta University may employ and pay other persons to carry out and complete the Works and to rectify any defects and may enter upon the Works and use all materials on Site, plant, equipment and temporary works.

19.2 The Contractor shall, during the execution or after the completion of the Works under this clause, remove from the Site as and when required within such reasonable time as Kenyatta University Representative may in writing specify, any temporary buildings, plant, machinery, appliances, goods or materials belonging to him, and in default thereof, Kenyatta University may (without being responsible for any loss or damage) remove and sell any such property of the Contractor, holding the proceeds less all costs incurred to the credit of the Contractor.

19.3 Until after completion of the Works under this clause, Kenyatta University shall not be bound by any other provision of this Contract to make any payment to the Contractor, but upon such completion as aforesaid and the verification within a reasonable time of the accounts therefor Kenyatta University Representative shall certify the amount of expenses properly incurred by Kenyatta University and, if such amount added to the
money paid to the Contractor before such determination exceeds the total amount which would have been payable on due completion in accordance with this Contract, the difference shall be a debt payable to Kenyatta University by the Contractor; and if the said amount added to the said money be less than the said total amount, the difference shall be a debt payable by the Employer to the Contractor.

20. **Corrupt Gifts and Payments of Commission**

20.1 The Contractor shall not;

(a) Offer or give or agree to give to any person in the service of Kenyatta University any gifts or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract with Kenyatta University or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract with Kenyatta University.

(b) Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the Laws of Kenya.

21. **Settlement of Disputes**

21.1 Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.
### SECTION V BILL OF QUANTITIES.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QTY</th>
<th>RATE KSHS.</th>
<th>TOTAL KSHS.</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td><strong>LAMINAR FLOW CLEAN BENCH</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Supply, deliver and install, test and commission a a 1340 x 800 x 1250mm Vertical Laminar flow clean Bench with laminar flow velocity 0.48m/s. The bench shall be supplied with a disposable, non-washable polyester fibre, 85% arrestance and EU3 Rated pre-filter. The ULPA/HEPA filter shall be 99.999% efficient with particle size 0.1-0.2μm. Sound emission shall be below 59dBA. The Cabinet construction body shall be electro galvanised steel with white Oven-baked epoxy-polyester powder coated finish coated with isocide antimicrobial coating and no gaps or joints where spores might collect. The worktop shall be 1.2 mm(18 gauge) stainless steel grade 304. The cabinet shall be as Esco Labculture Vertical Laminar Flow clean Bench Model LVC-4A3 or equal and approved.</td>
<td>NO</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td><strong>EXTRACTOR FAN</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Supply and install plate mounted axial fans to ventilate Dry lab, wet lab and packaging rooms.</td>
<td>NO</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTAL FOR LUMINAR FLOW</td>
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<td></td>
<td></td>
<td></td>
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<table>
<thead>
<tr>
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<th>Quantity</th>
<th>Unit</th>
<th>Rate</th>
<th>Amount</th>
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<tbody>
<tr>
<td>A</td>
<td>DISTRIBUTION OF 4 INDUSTRIAL GASES IN TECHNO PARK</td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td><strong>NITROGEN</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>SS Tubing</td>
<td>10</td>
<td>M</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Swag Lock Stainless</td>
<td>12</td>
<td>Pcs</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Copper Tubing 6.35mm</td>
<td>10</td>
<td>M</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Line Master (Double Gauge)</td>
<td>3</td>
<td>Pcs</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Elbows</td>
<td>3</td>
<td>Pcs</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Swag Lock Straight</td>
<td>12</td>
<td>Pcs</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>37M Bar Automatic change over Gas Valve with OPSO</td>
<td>1</td>
<td>Pc</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Manifold to serve 3 lines</td>
<td>3</td>
<td>Pc</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Vultex labline two way bench outlet for nitrogen gas.</strong></td>
<td>6</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shut off Valves</td>
<td>2</td>
<td>Pcs</td>
<td></td>
<td></td>
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<tr>
<td>Vultex lablinewall mounting clips.</td>
<td>4</td>
<td>pcs</td>
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## B HYDROGEN

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<tr>
<td>SS Tubing</td>
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<td>M</td>
</tr>
<tr>
<td>Swag Lock Stainless</td>
<td>12</td>
<td>Pcs</td>
</tr>
<tr>
<td>Copper Tubing</td>
<td>1</td>
<td>M</td>
</tr>
<tr>
<td>Line Master (Double Gauge)</td>
<td>3</td>
<td>Pcs</td>
</tr>
<tr>
<td>Elbows</td>
<td>3</td>
<td>Pcs</td>
</tr>
<tr>
<td>Swag Lock Straight</td>
<td>12</td>
<td>Pcs</td>
</tr>
<tr>
<td>37M Bar Automatic change over Gas Valve with OPSO</td>
<td>2</td>
<td>Pc</td>
</tr>
<tr>
<td>Manifold to serve 3 lines</td>
<td>3</td>
<td>Pcs</td>
</tr>
<tr>
<td>SAFETY Shut off Valves</td>
<td>2</td>
<td>Pcs</td>
</tr>
<tr>
<td>Vultex labline two way bench outlet for HYDROGEN gas.</td>
<td>6</td>
<td>No</td>
</tr>
<tr>
<td>PVC trunking</td>
<td>12</td>
<td>M</td>
</tr>
<tr>
<td>Vultex lablinewall mounting clips.</td>
<td>12</td>
<td>pcs</td>
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</table>

## C HELIUM GAS

<table>
<thead>
<tr>
<th>Item</th>
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<th>Description</th>
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</thead>
<tbody>
<tr>
<td>SS Tubing</td>
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<td>M</td>
</tr>
<tr>
<td>Copper Tubing 6.35M</td>
<td>12</td>
<td>M</td>
</tr>
<tr>
<td>Line Master (Double Gauge)</td>
<td>1</td>
<td>Pcs</td>
</tr>
<tr>
<td>Elbows</td>
<td>3</td>
<td>Pcs</td>
</tr>
<tr>
<td>Swag Lock Straight</td>
<td>3</td>
<td>Pcs</td>
</tr>
<tr>
<td>PVC trunking</td>
<td>12</td>
<td>M</td>
</tr>
<tr>
<td>37M Bar Automatic change over Gas Valve with OPSO</td>
<td>1</td>
<td>Pc</td>
</tr>
<tr>
<td>Manifold to serve 3 lines</td>
<td>3</td>
<td>Pcs</td>
</tr>
<tr>
<td>Shut off Valves</td>
<td>11</td>
<td>Pcs</td>
</tr>
<tr>
<td>Vultex lablinewall mounting clips.</td>
<td>6</td>
<td>pcs</td>
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## D MEDICAL AIR

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
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</tr>
</thead>
<tbody>
<tr>
<td>SS Tubing</td>
<td>10</td>
<td>M</td>
</tr>
<tr>
<td>Copper Tubing 6.35M</td>
<td>12</td>
<td>M</td>
</tr>
<tr>
<td>Line Master (Double Gauge)</td>
<td>1</td>
<td>Pcs</td>
</tr>
<tr>
<td>Elbows</td>
<td>3</td>
<td>Pcs</td>
</tr>
<tr>
<td>Swag Lock Straight</td>
<td>3</td>
<td>Pcs</td>
</tr>
<tr>
<td>PVC trunking</td>
<td>12</td>
<td>M</td>
</tr>
<tr>
<td>37M Bar Automatic change over Gas Valve with OPSO</td>
<td>1</td>
<td>Pc</td>
</tr>
<tr>
<td>Manifold to serve 3 lines</td>
<td>3</td>
<td>Pcs</td>
</tr>
<tr>
<td>Shut off Valves</td>
<td>2</td>
<td>Pcs</td>
</tr>
<tr>
<td>Vultex lablinewall mounting clips.</td>
<td>6</td>
<td>pcs</td>
</tr>
<tr>
<td></td>
<td><strong>HYDROGEN GAS SYSTEM</strong></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>-------------------------</td>
<td>---</td>
</tr>
<tr>
<td></td>
<td>Supply deliver and install 50L hydrogen cylinder of approximate height of 830mm with operating pressure of 200 bars complete with Valve Inlet/Stem Sizes As Per IS:3224 The cylinder should be with initial fill.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th><strong>NITROGEN GAS SYSTEM</strong></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Supply deliver and install 50L Nitrogen dioxide cylinder of approximate height of 830mm with operating pressure of 200 bars complete with Valve Inlet/Stem Sizes As Per IS:3224 The cylinder should be with initial fill.</td>
<td></td>
<td>1</td>
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<table>
<thead>
<tr>
<th></th>
<th><strong>HELIUM GAS SYSTEM</strong></th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Supply deliver and install 50L Helium cylinder of approximate height of 830mm with operating pressure of 200 bars complete with Valve Inlet/Stem Sizes As Per IS:3224 The cylinder should be with initial fill.</td>
<td></td>
<td>1</td>
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<table>
<thead>
<tr>
<th></th>
<th><strong>MEDICAL AIR SYSTEM</strong></th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Supply deliver and install 50L medical air cylinder of approximate height of 830mm with operating pressure of 200 bars complete with Valve Inlet/Stem Sizes As Per IS:3224 The cylinder should be with initial fill.</td>
<td></td>
<td>1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th><strong>Painting and Marking</strong></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Allow for painting and marking of all pipes and fittings</td>
<td></td>
<td>1</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th></th>
<th><strong>Purging</strong></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Allow for flushing the whole system to the satisfaction of the Engineer.</td>
<td></td>
<td>1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th><strong>Testing and Commissioning</strong></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Allow for testing and commissioning of the entire medical gas pipeline system in accordance with the Particular Specifications and to the satisfaction of the</td>
<td></td>
<td>1</td>
</tr>
</tbody>
</table>
Allow for **three (3 No.) sets** of As-Installed Drawings and Operation Manuals both in hard and soft copies.

<table>
<thead>
<tr>
<th>Item</th>
<th>DESCRIPTION</th>
<th>AMOUNT (KSHS)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Sub-Contract Preliminaries</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Total for Laminar flow cabinet</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Total for Medical Gas Pipeline System (MGPS) Installations</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Contingency</td>
<td>200,000.00</td>
</tr>
<tr>
<td></td>
<td>Total for TECHNOPARK Installation carried to Form of Tender</td>
<td></td>
</tr>
</tbody>
</table>

Amount in words………………………………………………………………………………………………………………
……………………………………………………………………………………………………………………………………

Tenderer's name and Stamp
……………………………………………………………………………………………………………………………………
……………………………………………………………………………………………………………………………………

Sub- Contract period: ........................................... Weeks

Signature  ......................................................... Date .................................

PIN NO. ...................................................... VAT CERTIFICATE NO: ..........................
(Provide copy) (Provide copy)

Witness Address:
……………………………………………………………………………………………………………………………………

Date: .................................................................
Signature: ..............................
APPENDIX TO CONDITIONS OF CONTRACT

THE EMPLOYER IS
Name: _KENYATTA UNIVERSITY
Address: P.O BOX 43884-00100 NAIROBI
Name of Employer’s Representative: ________________________________
Title: ____________________________________________________________
Telephone: __________________________

The name (and identification number) of the Contract is _________________________
The Works consist of proposed works for: PROVISION OF MECHANICAL WORKS AT TECHNO PARK PHASE TWO.
The Start Date shall be: Immediately after contract signing__

The Intended Completion Date for the whole of the Works shall be___________

The following documents also form part of the Contract: (As defined in the letter of award herein)
______________________________________________________________

The Site Possession Date shall be _________________________________________
The Site is located at Kenyatta University Main Campus, located along Thika Road and is defined in drawings nos.__________________________
The Defects Liability Period is _______________________ days.

Amount of Tender Security 2% of total tender sum Note: This amount should not be more than two (2) percent of the value of the Works) Not applicable

The name and Address of the Employer for the purposes of submission of tenders is (as indicated in the invitation to tender)
The tender opening date and time is………………………… (as indicated in the invitation to tender)) on ……………… day of …………(insert date of tender opening)

The amount of performance security is Kshs……………………… (Note: the Employer must select the form of performance security to be accepted. A bank guarantee of between five (5) and ten (10) percent is acceptable. A performance bond on the other hand from an insurance company may be of up to thirty (30) percent of the Contract Price).
SECTION V
STANDARD FORMS

List of Standard Forms

(i) Form of Invitation for Tenders
(ii) Form of Tender
(iii) Letter of Acceptance
(iv) Form of Agreement
(v) Form of Tender Security
(vi) Performance Bank Guarantee
(vii) Performance Bond
(viii) Bank Guarantee for Advance Payment
(ix) Qualification Information
(x) Tender Questionnaire
(xi) Confidential Business Questionnaire
(xii) Details of Sub-Contractors
(xiii) Request for Review Form
I. FORM OF INVITATION FOR TENDERS

[date]

To: ________________________________ [name of Contractor]

____________________________________ [address]

Dear Sirs:

Reference: ___________________________________________[Contract Name]

You have been prequalified to tender for the above project.

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

A complete set of tender documents may be purchased by you from ______________

________________________________________ [mailing address, cable/telex/facsimile numbers].

Upon payment of a non-refundable fee of Kshs __________________________

All tenders must be accompanied by ________________ number of copies of the same and a tender security in the form and amount specified in the tendering documents, and must be delivered to ______________________________ [address and location]

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

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

Yours faithfully,

________________________________________ Authorised Signature

________________________________________ Name and Title
II. FORM OF TENDER

TO: __________________________ [Name of Employer] ____________ [Date]
________________________ [Name of Contract]

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications and Bills of Quantities/Schedule of Rates for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of Kshs._____________________________ [Amount in figures]Kenya Shillings______________________________________________
__________________________________________________________
[Amount in words]

2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Employer’s Representative’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 Tenderer] of
______________________________ [Address of Tenderer]

Witness; Name_______________________________________

Address______________________________________

Signature_______________________________________

Date_______________________________________
III. 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/Priced Schedule of Rates[whichever is applicable]

3. In consideration of the payments to be made by Kenyatta University to the Contractor as hereinafter mentioned, the Contractor hereby covenants with Kenyatta University to execute and
complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. Kenyatta University 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 Kenyatta University ________________________________

Binding Signature of Contractor ________________________________

In the presence of (i) Name ________________________________

Address __________________________________________

Signature __________________________________________

[ii] Name ________________________________

Address __________________________________________

Signature __________________________________________
IV. FORM OF TENDER SECURITY

WHEREAS ………………………………………………..(hereinafter called “the Tenderer”) has submitted his tender dated ……………………… for the works 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;

We undertake to pay to Kenyatta University up to the above amount upon receipt of his first written demand, without Kenyatta University 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.

___________________________  ______________________________  
[signature of the Bank]  

___________________________  ______________________________  
[witness]  [seal]
V. PERFORMANCE BANK GUARANTEE

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 recognized 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 civil or argument, any sum or sums within the limits of Kenya Shillings ______________________________ (amount of Guarantee in words) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR ___________________

Name of Bank ____________________________________________

Address ________________________________________________

Date _________________________________________________
VI. PERFORMANCE BOND

By this Bond, We______________________________
of (or whose registered office is situated at]______________________________as Principal
(hereinafter called “the Contractor”) and
__________________________________________________________of[or whose registered office is
situated at]______________________________________as Surety (hereinafter called “the Surety”), are held and firmly bound unto

_________________________________________________________________________

as Obligee (hereinafter called “the Employer”) in the amount of
Kshs.______________________________[amount of Bond in figures]Kenya Shillings

[amount of Bond in words], for the payment of which sum well and truly, the Contractor and the Surety
bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS the Contractor has entered into a Contract with the Employer dated the ________________
day of ______________ 20 ________________ for the execution of

_______________________________________________________

[name of Contract] in accordance with the Contract documents, Specifications and amendments thereto,
which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to
as the Contract.

NOW THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and
faithfully perform the said Contract (including any amendments thereto), then this obligation shall be
null and void; otherwise it shall remain in full force and effect. Whenever the Contractor shall be, and
declared by the Employer to be, in default under the Contract, the Employer having performed the
Employer’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

(1) complete the Contract in accordance with its terms and conditions; or

(2) obtain a tender or tenders from qualified tenderers for submission to the Employer for
completing the Contract in accordance with its terms and conditions, and upon determination by
the Employer and the Surety of the lowest responsive tenderer, arrange for a Contract between
such tenderer and Employer and make available as work progresses (even though there should be
a default or a succession of defaults under the Contract or Contracts of completion arranged
under this paragraph) sufficient funds to pay the cost of completion less the balance of the
Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.

The term “Balance of the Contract Price”, as used in this paragraph, shall mean the total amount payable by the Employer to the Contractor under the Contract, less the amount properly paid by the Employer to the Contractor; or

(3) Pay the Employer the amount required by the Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of issuance of the Certificate of Completion.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors and assigns of the Employer.

In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this __________________________ day of ___________________________ 20__________

SIGNED ON ________________________ SIGNED ON ______________________

On behalf of _________________________ On behalf of _________________________

[Name of Contractor] [Name of Surety]

By ___________________________________ By _________________________

In the capacity of _____________________ In the capacity of ______________

In the presence of; Name ______________In the presence of; Name __________

Address_________________ Address_______

Signature_______________ Signature_______

Date___________________ Date__________
VII. QUALIFICATION INFORMATION

1. Individual Tenderers or Individual Members of Joint Ventures

1.1 Constitution or legal status of tenderer (attach copy or Incorporation Certificate);
   Place of registration: ____________________________
   Principal place of business ____________________________
   Power of attorney of signatory of tender ____________________

1.2 Total annual volume of construction work performed in the last five years

<table>
<thead>
<tr>
<th>Year</th>
<th>Volume</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1.3 Work performed as Main Contractor on works of a similar nature and volume over the last five years. Also list details of work under way or committed, including expected completion date.

<table>
<thead>
<tr>
<th>Project name</th>
<th>Name of client and contact person</th>
<th>Type of work performed and year of completion</th>
<th>Value of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>________</td>
<td>________</td>
<td>________</td>
<td>________</td>
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<td>________</td>
<td>________</td>
<td>________</td>
<td>________</td>
</tr>
</tbody>
</table>

1.4 Major items of Contractor’s Equipment proposed for carrying out the Works. List all information requested below.

<table>
<thead>
<tr>
<th>Item of Equipment</th>
<th>Description, Make and age (years)</th>
<th>Condition(new, good, poor) and number available</th>
<th>Owned, leased (from whom?), or to be purchased</th>
</tr>
</thead>
</table>
1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data.

<table>
<thead>
<tr>
<th>Position</th>
<th>Name</th>
<th>Years of experience</th>
<th>Years of experience in proposed position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td></td>
<td></td>
<td></td>
</tr>
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<td></td>
<td></td>
</tr>
<tr>
<td>(etc.)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1.6 Financial reports for the last five years: balance sheets, profit and loss statements, auditor’s reports, etc. List below and attach copies.

____________________________________________________________

1.7 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of supportive documents.

____________________________________________________________

1.8 Name, address and telephone, telex and facsimile numbers of banks that may provide reference if contacted by the Employer.

____________________________________________________________

1.9 Statement of compliance with the requirements of Clause 1.2 of the Instructions to Tenderers.
1.10 Proposed program (work method and schedule) for the whole of the Works.

2 Joint Ventures

2.0 The information listed in 1.1 – 2.0 above shall be provided for each partner of the joint venture.

2.1 The information required in 1.11 above shall be provided for the joint venture.

2.2 Attach the power of attorney of the signatory(ies) of the tender authorizing signature of the tender on behalf of the joint venture.

2.3 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that:

a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;

b) one of the partners will be nominated as being in charge, authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture; and

c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
DETAILS OF SUB-CONTRACTORS

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

Failure to comply with this requirement may invalidate the tender.

(1) Portion of Works to be sublet: ........................................

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

   (ii) Sub-contractor’s experience of similar works carried out

       in the last 3 years with Contract value: ........................................
       ........................................
       ........................................

(2) Portion of Works to sublet: ........................................

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

   (ii) Sub-contractor’s experience of similar works carried out

       in the last 3 years with contract value: ........................................
       ........................................
       ........................................

____________________  _______________________
[Signature of Tenderer)    Date
VIII. LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To:____________________
                     ______________________
                     ______________________
                     ______________________

RE: Tender No. __________________
       Tender Name ________________

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

________________________________________

1. Please acknowledge receipt of this letter of notification signifying your acceptance.

2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.

3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

   (FULL PARTICULARS)______________________________
   ________________________________

SIGNED FOR ACCOUNTING OFFICER
FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO…………….OF…………..20……...

BETWEEN
…………………………………………….APPLICANT

AND
…………………………………………….RESPONDENT (Procuring Entity)

Request for review of the decision of
the…………… (Name of the Procuring Entity) of ……………dated
the…day of …………….20……….in the matter of Tender
No………

REQUEST FOR REVIEW

I/We……………………………, the above named Applicant(s), of address: Physical

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 …………

………………20…………

SIGNED

Board Secretary