



**RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY**

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**RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY**

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NAKURU  
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**TENDER FOR PROPOSED COMPLETION OF  
HOUSEKEEPING AND ACCOMODATION  
LAB.**

**TENDER NO: RVIST/HKA.LAB/38/2021/2022**

**CLOSING DATE: 6<sup>th</sup> MAY 2021**

**TIME: 10.00AM**

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## **ABBREVIATIONS AND ACRONYMS**

<b>CDS</b>	Contract Data Sheet
<b>GCC</b>	General Conditions of Contract
<b>IFT</b>	Invitation for Tender
<b>ITT</b>	Instruction to Tenderers
<b>PE</b>	Procuring Entity
<b>PM</b>	Project Manager
<b>PPDA 2016</b>	Public Procurement and Asset Disposal Act, 2016
<b>PPDR 2020</b>	Public Procurement and Asset Disposal Regulations, 2020
<b>PPRA</b>	Public Procurement Oversight Authority
<b>STD</b>	Standard Tender Documents
<b>SOR</b>	Statement of Requirements
<b>SP</b>	Service Provider
<b>TDS</b>	Tender Data Sheet
<b>VAT</b>	Value Added Tax

## SECTION I: INVITATION FOR TENDERS (IFT)

### RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY

Tender No. RVIST/HWSHOP/38/2021/2023

For

**Proposed Construction of Housekeeping and Accommodation Lab.**

#### Invitation for Tenders

1. This Invitation for Tenders follows the General Procurement Notice for this Project which appeared in supplier's portal [www.tenders.go.ke](http://www.tenders.go.ke) and on the college website [www.RVIST.ac.ke](http://www.RVIST.ac.ke) dated 6<sup>th</sup> May 2021.
2. RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY has received a loan through the Government of Kenya from the World Bank towards the cost of Proposed Construction of Housekeeping and Accommodation lab Block and it intends to apply part of the proceeds of this *loan/credit* to cover eligible payments under the contract for Construction of Housekeeping and Accommodation lab
3. RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY now invites sealed Tenders from eligible *bidders* contractors registered or capable of being registered in *Building and Construction* for carrying out the Proposed Construction of Housekeeping and Accommodation Lab
4. Tendering will be conducted through the Open National Tender Tendering procedures specified in The Public Procurement and Asset Disposal Act 2015 and The Public Procurement and Disposal Regulations 2020
5. Interested eligible Tenderers may obtain further information from and inspect the Tendering Documents at the office of the procurement unit RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY P.O. Box 7182 Nakuru from 8.00 am to 5pm on Mondays to Fridays inclusive except on public holidays or the college website [www.rvist.ac.ke](http://www.rvist.ac.ke)
6. A complete set of Tendering Document(s) in English and additional sets may be purchased by interested Tenderers on the submission of a written application to the address given under paragraph 5 above and upon payment of a non-refundable fee of **KES: 1,000.00 (Kenya Shillings One Thousand only)** deposited to RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY Main campus, nakuru branch Co-op A/c no. 01136087643400
7. All Tenders must be accompanied by a Tender Security of **KES.1, 000.00** Valid for 30days from the date of tender opening from a reputable commercial bank Kenya or from insurance company approved by PPRA, in accordance with clause 16.2 of ITT, in case of foreign Tenderers.

All Tenders must be accompanied by a Tender Securing Declaration in the format provided in the Tendering documents for companies owned by Youth women or PWD and must attach a valid AGPO Certificate.

8. All Tenders in one original plus copy, properly filled in, and enclosed in plain envelopes must be delivered to the address below ***Procurement Department, RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY P.O. Box 7182, Nakuru*** at or before **Thursday 6<sup>th</sup> May, 2021 at 10:00 am**. Tenders will be opened promptly thereafter in public and in the presence of Tenderers' representatives who choose to attend in the opening at the Boardroom, RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY.
9. Late Tenders, incomplete Tenders, Tenders not received, Tenders not opened at the Tender opening ceremony shall not be accepted for evaluation irrespective of the circumstances.
10. **Bidders must serialize/number all the pages of their bid document failure to which shall lead to disqualification.**

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## **A.Introduction**

### **Scope of Tender**

- 1.1** RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY indicated in the **Tender Data Sheet** (TDS) invites Tenders for the construction of works as specified in the **Tender Data Sheet** and Sections VI (Technical Specifications) and VII (Drawings).
- 1.2** The successful Tenderer will be expected to complete the works by the required completion date specified in the **Tender Data Sheet**.
- 1.3** The objectives of the works are listed in the **Tender Data Sheet**. These are mandatory requirements. Any subsequent detail is offered to support these objectives and must not be used to dilute their importance.

### **Source of Funds**

- 2.1** The Government of Kenya has set aside funds for the use of  
RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY named in the **Tender Data Sheet** during the Financial Year indicated in the **Tender Data Sheet**. It is intended that part of the proceeds of the funds will be applied to cover eligible payments under the contract for the works as described in the **Tender Data Sheet**.
- 2.2** Payments will be made directly by RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY (or by financing institution specified in the **Tender Data Sheet** upon request of RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY to so pay) and will be subject in all respects to the terms and conditions of the resulting contract placed by the Procuring Entity.

### **3.Eligible Tenderers**

- 3.1** A Tenderer may be a natural person, private or public company, government-owned institution, subject to sub-Clause 3.4 or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, unless otherwise specified in the **Tender Data Sheet**, all parties shall be jointly and severally liable.
- 3.2** The Invitation for Tenders is open to all suppliers as defined in



the Public Procurement and Asset Disposal Act, 2015 and the Public Procurement and Disposal Regulations, 2020 except as provided hereinafter.

**3.3** National Tenderers shall satisfy all relevant licensing and/or registration with the appropriate statutory bodies in Kenya, such as the Ministry of Public Works or the Energy Regulatory Commission.

**3.4** A Tenderer shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest with one or more parties in this Tendering process, if they:

Are associated or have been associated in the past directly or indirectly with employees or agents of RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY or a member of a board or committee of the Procuring Entity;

Are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the works under this Invitation for Tenders;

Have controlling shareholders in common; or

Receive or have received any direct or indirect subsidy from any of them; or

Have the same legal representative for purposes of this Tender; or

Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Tender of another Tenderer, or influence the decisions of RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY regarding this Tendering process; or

Submit more than one Tender in this Tendering process, However, this does not limit the participation of subcontractors in more than one Tender, or as Tenderer and subcontractor simultaneously.

**3.5** A Tenderer will be considered to have a conflict of interest if they participated as a consultant in the preparation of the design or technical specification of the project and related services that are the subject of the Tender.

**3.6** Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Kenya in accordance with GCC sub-Clause 3.2.

**3.7** Government owned enterprises in Kenya may participate only if

They are legally and financially autonomous, if they operate under commercial law, are registered by the relevant registration board or authorities and if they are not a dependent agency of the Government.

**3.7** Tenderers shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, as RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY shall reasonably request.

**4. One Tender** **4.1A** A firm shall submit only one Tender, in the same Tendering **per Tenderer** process, either individually as a Tenderer or as a partner in a joint venture pursuant to ITT Clause 5.

**4.2** No firm can be a subcontractor while submitting a Tender individually or as a partner of a joint venture in the same Tendering process.

**4.3** A firm, if acting in the capacity of subcontractor in any Tender, may participate in more than one Tender but only in that capacity.

**4.4** A Tenderer who submits or participates in more than one Tender (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the Tenders in which the Tenderer has participated to be disqualified.

**5. Alternative Tenders by** **5.1** Tenderers shall submit offers that comply with the requirements of the Tendering documents, including the basic Tenderer's technical design as indicated in the specifications and Drawings and Bill of Quantities. Alternatives will not be considered, unless specifically allowed for in the **Tender Data Sheet**. If so allowed, sub-Clause 5.2 and 5.3 shall govern.

**5.2** When alternative times for completion are explicitly invited, a statement to that effect will be included in the **Tender Data Sheet** as will the method of evaluating different times for completion.

**5.3** If so allowed in the **Tender Data Sheet**, Tenderers wishing to offer technical alternatives to the requirements of the Tendering documents must also submit a Tender that complies with the requirements of the Tendering documents, including the basic technical design as indicated in

the specifications. In addition to submitting the basic Tender, the Tenderer shall provide all information necessary for a complete evaluation of the alternative by the Procuring Entity, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Tenderer conforming to the basic technical requirements shall be considered by the Procuring Entity.

- 6. Cost of Tendering** 6.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

## **7. Site Visit and**

**7.1** The Tenderer, at the Tenderer's own responsibility and risk, is **Pre-Tender** advised to visit and examine the Site of 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.

- 7.2** RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY may conduct a site visit and a pre-Tender meeting. The purpose of the pre-Tender meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.3** The Tenderer's designated representative is invited to attend a site visit and pre-Tender meeting which, if convened, will take place at the venue and time stipulated in the **Tender Data Sheet**.
- 7.4** The Tenderer is requested as far as possible, to submit any questions in writing or by electronic means to reach RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY before the pre-Tender meeting. It may not be practicable at the meeting to answer all questions, but questions and responses will be transmitted in accordance with sub-Clause 7.5.
- 7.5** Minutes of the pre-Tender meeting, including the text of the questions raised and the responses given together with any responses prepared after the pre-Tender meeting will be transmitted within the time stated in the **Tender Data Sheet** to all purchasers of the Tendering documents. Any modification of the Tendering documents listed in sub-Clause 8.1 that may become necessary as a result of the pre-Tender meeting shall be made by RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY exclusively through the issue of an Addendum pursuant to ITT sub Clause 10.2 and not through the minutes of the pre-Tender meeting.
- 7.6** Non attendance during the site visit or pre-Tender meeting will not be a cause for disqualification of a Tenderer unless specified to the contrary in the **Tender Data Sheet**.

## B. Tendering Documents

**8.1** The works required, Tendering procedures, and contract terms are prescribed in the Tendering Documents. In addition to the Section I Invitation for Tenders, Tendering documents which should be read in conjunction with any addenda issued in accordance with ITT sub Clause 10.2 include:

Section II	Instructions to Tenderers
Section III	Tender Data Sheet
Section IV	General Conditions of Contract
Section V	Contract Data Sheet
Section VI	Specifications
Section VII	Drawings
Section VIII	Bill of Quantities
Section IX	Forms of Tender

- Form of Tender
- Appendix to Tender
- Confidential Business Questionnaire
- Integrity Declaration  Letter of Acceptance
- Form of Contract Agreement
- Section X
- Forms of Security
- Tender Security Form
- Tender Securing Declaration
- Performance Bank or Insurance Guarantee  Advance Pa Guarantee
- Section XI Form RB 1 Application to Public Procurement Administrative Review Board

**8.2** The number of copies to be completed and returned with the Tender is specified in the **Tender Data Sheet**.

**8.3** The Invitation for Tenders (Section I) issued by RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY is not part of the Tendering Documents and is included for reference purposes only. In case of discrepancies between the Invitation for Tenders and the Tendering Documents listed in sub-Clause 8.1 above, the said Tendering Documents will take precedence.

**8.4** RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY is not responsible for the completeness of the Tendering Documents and their addenda, if they were not obtained directly from the authorized staff of the Procuring Entity.

**8.5** The Tenderer is expected to examine all instructions, forms, terms and specifications in the Tendering documents. Failure to furnish all information required by the Tendering Documents or to submit a Tender substantially responsive to the Tendering documents in every respect will be at the Tenderer's risk and may result in the rejection of its Tender.

**9. Clarification of Tendering Documents**

**9.1** A prospective Tenderer requiring any clarification of the Tendering documents may notify RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY in writing, e-mail or facsimile at the Procuring Entity's address indicated in the **Tender Data Sheet**.

**9.2** RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY will within the period stated in the **Tender Data Sheet** respond in writing to any request for clarification provided that such request is received no later than the period indicated in the **Tender Data Sheet** prior to the deadline for the submission of Tenders prescribed in sub- Clause 22.1.

**9.3** Copies of the procuring entity's response will be forwarded to all Purchasers of the Tendering documents, including a description of the inquiry, but without identifying its source.

**9.4** Should RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY deem it necessary to amend the

Tendering documents as a result of a clarification, it shall do so following the procedure under ITT Clause 10.

**10. Amendments of the Tendering Documents**

**10.1** Before the deadline for submission of Tenders, RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, modify the Tendering documents by issuing addenda.

**10.2** Any addendum issued shall be part of the Tender documents pursuant to sub-Clause 8.1 and shall be communicated in writing, by e-mail or facsimile to all who have obtained the Tendering documents directly from the Procuring Entity.

**10.3** In order to allow prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY at its discretion shall extend, as necessary, the deadline for submission of Tenders, in accordance with sub-Clause 22.2

## C. Preparation of Tenders

### .Language of Tender

**11.1** The Tender, and all correspondence and documents related to the Tender exchanged by the Tenderer and RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY shall be written in the Tender language stipulated in the **Tender Data Sheet**. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the above stated language, in which case, for purposes of interpretation of the Tender, the translation shall prevail.

### 12.Documents Constituting the Tender

**12.1** The Tender submitted by the Tenderer shall consist of the following components:

The Form of Tender (in the format indicated in Section IX) completed in accordance with ITT Clause 15, 16 and 17;

Information requested by Instructions to Tenderers ITT sub-Clause 13.2; 13.3 and 13.4;

Tender Security or Tender Securing Declaration in accordance with Instructions to Tenderers ITT Clause 19;

Priced Bill of Quantities;

Qualification Information Form and Documents;

Alternative offers where invited in accordance with Instructions to Tenderers ITT Clause 5;

g) Written confirmation authorizing the signatory of the Tender to commit the Tenderer in accordance with Instructions to Tenderers ITT sub Clause 19.2; and

h) And any information or other materials required to be completed and submitted by Tenderers, as specified in the **Tender Data Sheet**.

**.Documents  
Establishing  
Eligibility  
and  
Qualifications  
of  
the Tenderer**

**13.1** Pursuant to ITT Clause 13, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to Tender and its qualifications to perform the contract if its Tender is accepted.

**13.2** In the event that pre-qualification of potential Tenderers has been undertaken, only Tenders from pre-qualified Tenderers will be considered for award of contract. These qualified Tenderers should submit their Tenders with any information updating the original pre-qualification applications or, alternatively, confirm in their Tenders that the originally submitted pre-qualification information remains essentially correct as of the date of Tender submission. The update or confirmation should be provided in Section IX.

**13.3** If RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY has not undertaken pre-qualification of potential Tenderers, to qualify for award of the contract, Tenderers shall meet the minimum qualifying criteria specified in the **Tender Data Sheet**:

**13.4** Tenders submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the **Tender Data Sheet**:

The Tender shall include all the information listed in the **Tender Data Sheet** pursuant to sub-Clause 13.3 above for each joint venture partner;

The Tender shall be signed so as to be legally binding on all partners;

One of the partners will 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;

The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of a joint venture and the entire execution of the Contract, including payment, shall be done exclusively with the partner in charge;

e) 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 statement to this effect shall be included in the authorization mentioned under (c) above as well as in the Tender and in the Agreement (in case of a successful Tender); and

f) A copy of the joint venture agreement entered into by all partner shall be submitted with the Tender. Alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful Tender shall be signed by all partners and submitted with the Tender, together with a copy of the proposed Agreement.

The Tender Security and Tender Securing Declaration as stated in accordance with ITT Clause 19, and in case of a successful Tender, the Agreement, shall be signed so as to be legally binding on all partners.

- 14. Lots Package** **14.1** When Tendering for more than one contract under the lots arrangements, the Tenderer must provide evidence that it meets or exceeds the sum of all the individual requirements for the lots being tendered in regard to:
- a) Average annual turnover;
  - b) Particular experience including key production rates;
  - c) Financial means, etc;
  - d) Personnel capabilities; and
  - e) Equipment capabilities.
- 14.2** In case the Tenderer fail to fully meet any of these criteria, it may be qualified only for those lots for which the Tenderer meets the above requirement.
- 15. Form of Tender** **15.1** The Tenderer shall fill the Form of Tender furnished in the Tendering Documents. The Form of Tender must be completed without any alterations to its format and no substitute shall be accepted.
- 16. Tender Prices** **16.1** The Contract shall be for the whole Works, as described in sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.
- 16.2** The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the Tenderer will not be paid for by RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY when executed and shall be deemed covered by the other rates and prices in the Bill of quantities.
- 16.3** All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 15 days prior to the deadline for submission of Tenders, shall be included in the rates, prices and total Tender price submitted by the Tenderer.
- 16.4** The rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract if provided for in the **Tender Data Sheet** and the provisions of the Conditions of Contract. The Tenderer shall submit with the Tender all the information required under the **Contract Data Sheet**.



- 17.Tender Currencies**
- 17.1** The unit rates and prices shall be quoted by the Tenderer in the currency as specified in the **Tender Data Sheet**.
- 17.2** Tenderers shall indicate details of their expected foreign currency requirements in the Tender, if any. The rates of exchange to be used by the Tenderers in arriving at the local currency equivalent shall be the selling rates for similar transactions established by the authority specified in the **Tender Data Sheet** prevailing on 6<sup>TH</sup> MAY,2021 prior to the latest deadline for submission of Tenders. These exchange rates shall apply for all payments so that no exchange risk will be borne by the Tenderer. In any case, payments will be computed using the rates quoted in the Tender.
- 17.3** Tenderers may be required by RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY to clarify their foreign currency requirements and to substantiate that the amounts included in the rates and prices and in the Contract Data Sheet are reasonable and responsive to sub-Clause 17.1.
- 18.Tender Validity**
- 18.1** Tenders shall remain valid for the period specified in the **Tender Data Sheet** after the Tender submission deadline prescribed by the Procuring Entity, pursuant to ITT Clause 22. A Tender valid for a shorter period shall be rejected by RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY as non responsive.
- Period**
- 18.2** In exceptional circumstances, prior to expiry of the original Tender validity period, RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY 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 or by cable. A Tenderer may refuse the request without forfeiting its Tender Security or causing to be executed its Tender Securing declaration. A Tenderer agreeing to the request will not be required or permitted to otherwise modify the Tender, but will be required to extend the validity of its Tender Security or Tender Securing declaration for the period of the extension, and in compliance with ITT Clause 19 in all respects.
- 18.3** In the case of fixed price contracts, if the award is delayed by a period exceeding beyond the expiry of the initial Tender validity period, the contract price will be increased by a factor specified in the request for extension. The Tender evaluation shall be based on the Tender price without taking into consideration on the above correction.
- Tender Security and Tender**
- 19.1** Pursuant to ITT Clause 12, where required in the **Tender Data Sheet**, the Tenderer shall furnish as part of its Tender, a Tender Security in original form and in the

**Securing  
Declaration**

amount and currency specified in the **Tender Data Sheet**

A Tender Securing Declaration as specified in the **Tender Data Sheet** in the format provided in section X shall be provided as a mandatory requirement.

**19.2** The Tender Security or Tender Securing Declaration is required to protect RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITT sub-Clause 19.9.

**19.3** The Tender Security shall be denominated in the currency of the Tender and shall be in one of the following forms: a)Cash;

A Bank Guarantee;

An Insurance Bond issued by an insurance firm approved by the PPRA located in Kenya;

An irrevocable letter of credit issued by a reputable bank.

**19.4** The Tender Security shall be in accordance with the Form of the Tender Security included in Section X or another form approved by RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY prior to the Tender submission.

**19.5** The Tender Security shall be payable promptly upon written demand by RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY in case any of the conditions listed in sub-Clause 19.8 are invoked.

**19.6** Any Tender not accompanied by a Tender Security in accordance with sub-Clauses 19.1 or 19.3 shall be rejected by RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY as non-responsive, pursuant to ITT Clause 28.

**19.7** RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY shall immediately release any Tender Security if:

The procuring proceedings are terminated;

RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY determines that none of the submitted Tenders is responsive;

A contract for the procurement is entered into.

**19.8** The Tender Security shall be forfeited and the Tender Securing Declaration executed if the Tenderer:

- a) Withdraws its Tender after the deadline for submitting Tenders but before the expiry of the period during which Tenders must remain valid;
- b) Rejects a correction of an arithmetic error pursuant to sub-Clause 29.2;

Refuse to enter into a written contract in accordance with ITT Clause 40;

Fails to furnish the Performance Security in accordance with ITT Clause 41.

**19.9** The Tender Security and Tender Securing Declaration of a joint venture must be in the name of the joint venture submitting the Tender.

**19.10** A Tenderer shall be suspended from being eligible for Tendering in any contract with RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY for the period of time indicated in the Tender Securing Declaration:

If the Tenderer withdraws its Tender, except as provided in ITT sub-Clauses 18.2 and 29.2; or

In the case of a successful Tenderer, if the Tenderer fails within the specified time limit to:

Sign the contract; or

Furnish the required Performance Security.

**2Format  
and  
Signing  
of  
Tender**

**20.1** The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT Clause 12 of these Instructions to Tenderers, with the Form of Tender, and clearly marked “**ORIGINAL**”. In addition, the Tenderer shall submit copies of the Tender, in the number specified in the **Tender Data Sheet**, and clearly marked as “**COPIES**”. In the event of discrepancy between them, the original shall prevail.

**20.2** The original and all copies of the Tenders 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. This authorization shall consist of a written confirmation as specified in the **Tender Data Sheet** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender, except for un-amended printed literature, shall be initialled by the person or persons signing the Tender.

**20.3** Any interlineations, erasures, or overwriting shall be valid only if they are initialled by the person or persons signing the Tender.

**20.4** The Tenderer shall furnish information as described in the

Form of Tender on commissions or gratuities, if any, paid or to be paid to agents relating to this Tender and to contract execution if the Tenderer is awarded the contract

#### **D.Submission of Tenders**

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

21.1 The Tenderer shall seal the original and each copy of the Tender in separate envelopes, duly marking the envelopes as “**ORIGINAL**” and “**COPY**”. The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.

21.2 The inner and outer envelopes shall:

Be addressed to RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY at the address given in the **Tender Data Sheet**; and

Bear the Project name indicated in the **Tender Data Sheet**, the Invitation for Tenders (IFB) title and number indicated in the **Tender Data Sheet**, and a statement: “**DO NOT OPEN BEFORE,**” to be completed with the time and the date specified in the **Tender Data Sheet**, pursuant to ITT sub-Clause 22.1.

21.3 In addition to the identification required in sub-Clause 21.2, the inner envelopes shall also indicate the name and address of the Tenderer to enable the Tender be returned unopened in case it is declared late, pursuant to sub-Clause 22.1 and for matching purpose under ITT Clause 23

21.4 If the outer envelope is not sealed and marked as required by ITT sub clause 21.2, RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY shall assume no responsibility for misplacement or premature opening of the Tender.

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

22.1 Tenders shall be received by RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY at the address specified under ITT sub-Clause 21.2 no later than the date and time specified in the **Tender Data Sheet**.

22.2 RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Tenders by amending the Tendering documents in accordance with ITT Clause 9, in which case all rights and obligations of RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY and Tenderers previously subject to the deadline will thereafter be subject to the new deadline.

**22.3** The extension of the deadline for submission of Tenders shall not be made later than the period specified in the **Tender Data Sheet** before the expiry of the original deadline.

**23.Late Tenders 23.1** RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY shall not consider for evaluation any

Tender that arrives after the deadline for submission of Tenders, in accordance with ITT Clause 22.

**23.2** Any Tender received by RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY after the deadline for submission of Tenders shall be declared late, rejected and returned unopened to the Tenderer

**24.Modification, Substitution and 24.1** A Tenderer may modify or substitute or withdraw its Tender after it has been submitted, provided that written notice of the modification, including substitution or withdrawal of the Tender, is received by RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY prior to the deadline prescribed for submission of Tenders prescribed under ITT sub-Clause 22.1.

#### **Withdrawal of Tenders**

**24.2** The Tenderer's modification or substitution or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITT Clauses 20 and 21 with the outer and inner envelopes additionally marked "**MODIFICATION**" or "**SUBSTITUTION**" or "**WITHDRAWAL**" as appropriate. The notice may also be sent by electronic mail and facsimile, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Tenders.

**24.3** No Tender may be withdrawn, replaced or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Tender Form. Withdrawal of a Tender during this interval shall result in the Tenderer's forfeiture of its Tender Security or execution of Tender

Securing Declaration, pursuant to the ITT sub-Clause 19.9.

**24.4** Withdrawal of a Tender between the deadline for submission of Tenders and the expiration of the period of Tender validity specified in the **Tender Data Sheet** or as extended pursuant to sub-Clause 22.2 shall result in the forfeiture of the Tender Security and execution of Tender Securing Declaration pursuant to ITT sub-Clause 19.9.

**24.5** Tenderers may only offer discounts to, or otherwise modify

the prices of their Tenders by submitting Tender modifications in accordance with this Clause, or included in the original Tender submission.

## **E. Opening and Evaluation of Tenders**

- .Opening of Tenders**
- 25.1** RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY will open all Tenders including modifications, substitution or withdraw notices made pursuant to ITT Clause 24, in public, in the presence of Tenderers or their representatives who choose to attend and other parties with legitimate interest and Tender proceedings, at the place on the date and at time specified in the **Tender Data Sheet**. The Tenderers' representatives who are present shall sign a register as proof of their attendance.
- 25.2** Envelopes marked "**WITHDRAWAL**" shall be opened and read out first. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to ITT Clause 24 shall not be opened but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the "Power of Attorney" confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. Subsequently, all envelopes marked "**MODIFICATION**" shall be opened and the submissions therein read out in appropriate detail. Thereafter all envelopes marked or "**SUBSTITUTION**" opened and the submissions therein read out in appropriate detail.
- 25.3** All other envelopes shall be opened one at a time. The Tenderers' names, the Tender prices, the total amount of each Tender and of any alternative Tender (if alternatives have been requested or permitted), any discounts, the presence or absence of Tender security, and such other details as the appropriate tender opening committee may consider appropriate, will be announced by the Secretary of the Tender Opening Committee at the opening.
- 25.4** Tenders or modifications that are not opened and not read out at Tender opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Tenderer which is not read out at Tender opening shall not be considered further.
- 25.5** Tenderers are advised to send in a representative with the knowledge of the content of the Tender who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any unread information by the sent Tenderer's representative shall indemnify RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY against any claim or failure to read out the correct information contained in the Tenderer's Tender.

**25.6** No Tender will be rejected at Tender opening except for late Tenders which will be returned unopened to the Tenderer, pursuant to ITT Clause 23.

**25.7** The Secretary of the appropriate tender opening committee shall prepare minutes of the Tender opening. The record of the Tender opening shall include, as a minimum: the name of the Tenderers and whether or not there is a withdrawal, substitution or modification, the Tender price per Lot if applicable, including any discounts and alternative offers and the presence or absence of a Tender Security or T e n d e r Securing Declaration.

**25.8** The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and affect the record.

**25.9A** A copy of the minutes of the Tender opening shall be furnished to individual Tenderers upon request.

**26. Confidentiality** **26.1** Information relating to the examination, clarification,  
y

evaluation, and comparison of Tenders and recommendations for the award of a 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.

**26.2** Any effort by a Tenderer to influence the Procuring Entity's processing of Tenders or award decisions may result in the rejection of his Tender.

**26.3** Notwithstanding sub-Clause 26.2, from the time of Tender opening to the time of Contract award, if any Tenderer wishes to contact RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY on any matter related to the Tendering process, it should do so in writing.

**.Clarification  
Tenders**

**27.1** To assist in the examination, evaluation, comparison of Tenders and post-qualification of the Tenderer, RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY may, at its discretion, ask a Tenderer for clarification of its Tender including breakdown of prices. Any clarification submitted by a Tenderer that is not in response to a request by RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY shall not be considered.

**27.2** The request for clarification and the response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered, or permitted except to confirm the correction of arithmetic errors discovered by RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY in the evaluation of Tenders in accordance with ITT Clause 29.

**27.3** From the time of Tender opening to the time of Contract award if any Tenderer wishes to contact RVIST College on any matter related to the Tender it should do so in writing.

**28.Preliminary Examination of Tenders**

**28.1** Prior to the detailed evaluation of Tenders, RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY will determine whether:

The Tender has been submitted in the required format;

Any Tender Security submitted is in the required form, amount and validity period;

The Tender has been signed by the person lawfully authorized to do so;

The required number of copies of the Tender have been submitted;

e) The Tender is valid for the period required;

f) All required documents and information have been submitted; and

g) Any required samples have been submitted.

**28.2** RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY will confirm that the documents and information specified under ITT Clause 12 and ITT Clause 13 have been provided in the Tender. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Tenderers, the Tender shall be rejected.

**28.3** RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY may waive any minor informality, nonconformity, or irregularity in a Tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Tenderer



**28.4** A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tendering documents, without material deviation or reservation. A material deviation or reservation is one that:

Affects in any substantial way the scope, quality, or execution of the Works;

Limits in any substantial way, inconsistent with the Tendering documents, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or

If rectified, would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

**28.5** If a Tender is not substantially responsive, it will be rejected by the Procuring Entity, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

**.Correction of Errors 29.1** Tenders determined to be substantially responsive will be checked by RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY for any arithmetic errors. Errors will be corrected by RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY as follows:

If there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

The amount stated in the Tender will, be adjusted by RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, its Tender will then be rejected, and the Tender Security may be forfeited and the Tender Securing Declaration may be executed in accordance with sub- Clause 19.9.

**30. Conversion to 30.1** To facilitate the evaluation and comparison, RVIST

**Single Currency** College will convert all Tender prices expressed in the amounts in various currencies in which the Tender prices are payable to Kenya Shillings at the selling exchange rate established for similar transactions by the Central Bank of Kenya ruling on the date specified in the **Tender Data Sheet**.

**31.Comparison of Tenders** 3 RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY shall evaluate and compare only the 1 Tenders determined to be substantially responsive in accordance with ITT Clause 28.

In evaluating the Tenders, RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY will determine for each Tender the evaluated Tender price by adjusting the Tender price as follows:

Making any correction for errors pursuant to ITT Clause 29;  
Excluding provisional sums and the provision, if any for contingencies in the Bill of Quantities, but including Day work , where priced competitively ; and

Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with sub- Clause 24.5.

RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY may waive any minor informality or non-conformity, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative standing of any Tenderer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the Tendering documents or otherwise result in unsolicited benefits for RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY will not be taken into account in Tender evaluation.

**32.National Preference** In the evaluation of Tenders RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY shall apply exclusive preference to citizens of Kenya where:

The funding is 100% from the Government of Kenya

To qualify for the preference the candidate shall provide evidence of eligibility by:

Proving Kenyan citizenship by production of a Kenyan Identity Card; or

Providing proof of being a “citizen contractor” in terms of section 3(1) of the Act, i.e. being a natural person or an incorporated company wholly owned and controlled by persons who are citizens of Kenya.

- . Determination of the Lowest Evaluated Tender**      **33.1** The Tender with the lowest evaluated price from among those which are eligible, compliant and substantially responsive shall be the lowest evaluated Tender.
- . Post-qualification of Tenderer**      **34.1** If specified in the **Tender Data Sheet**, post-qualification shall be undertaken.
- 34.2** RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive Tender is qualified to perform the contract satisfactorily, in accordance with the criteria listed in sub-Clause 13.3.
- 34.3** The determination will take into account the Tenderer's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to sub-Clause 13.3, as well as such other information as RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY deems necessary and appropriate. Factors not included in these Tendering documents shall not be used in the evaluation of the Tenderer's qualifications.
- 34.4** An affirmative determination will be a prerequisite for award of the contract to the Tenderer. A negative determination will result in rejection of the Tenderer's Tender, in which event RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY will proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

#### **F.Award of Contract**

##### **35.Criteria of Award**

**35.1** Subject to ITT Clause 35 and 36, the Procuring

Entity will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tendering documents and who has offered the lowest Evaluated Tender Price, provided that such Tenderer has been determined to be: award of Contract, without thereby incurring any liability to

Eligible in accordance with the provisions of ITT Clause 3;

Is determined to be qualified to perform the Contract satisfactorily;

Successful negotiations have been concluded.

**35.2** If, pursuant to sub-Clause 14.1, this Contract is being awarded on a “lot and package” basis, the lowest evaluated Tender price will be determined when evaluating this Contract in conjunction with other Contracts to be awarded concurrently, taking into account any discounts offered by the Tenderer for award of more than one Contract.

**36.Clarifications** **36.1** Clarifications may be undertaken with the lowest evaluated Tenderer relating to the following areas:

A minor alteration to the technical details of the statement of requirements;

Reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Tendering documents;

A minor amendment to the Contract Data Sheet;

Finalizing payment arrangements;

Mobilization arrangements;

Agreeing final delivery or work schedule to accommodate any changes required by the Procuring Entity;

The methodology or staffing; or

Clarifying details that were not apparent or could not be finalized at the time of Tendering.

**36.2** Clarifications shall not change the substance of the tender.

**.Procuring  
Entity’s Right  
to Accept any  
Tender and to  
Reject any or  
all  
Tenders**

**37.1** Notwithstanding ITT Clause 35, RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY 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

the affected Tenderer or Tenderers.

Notice of the rejection of all Tenders shall be given promptly within 14 days to all Contractors that have submitted Tenders.

RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY shall upon request communicate to any Tenderer the grounds for its rejection of its Tenders, but is not required to justify those grounds.

**.Procuring  
Entities  
Right to  
Vary  
Quantities  
at the Time  
of Award**

RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY reserves the right at the time of contract award to increase or decrease the quantity of goods or related services originally specified in these Tendering documents (schedule of requirements) provided this does not exceed by the percentage indicated in the **Tender Data Sheet**, without any change in unit price or other terms and conditions of the Tender and Tendering documents.

**39.Notification  
of Award**

The Tenderer whose Tender has been accepted will be notified of the award by RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY prior to expiration of the Tender validity period by e-mail or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of

Acceptance") will state the sum that RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY will pay the Contractor in consideration of the provision and maintenance of the Work(s) as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

The notification of award will constitute the formation of the Contract, subject to the Tenderer furnishing the Performance Security in accordance with ITT Clause 41 and signing the Contract in accordance with sub-Clause 40.2

At the same time as the person submitting the successful Tender is notified, RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY will notify each unsuccessful Tenderer, the name of the successful Tenderer and the Contract amount and will discharge the Tender Security and Tender Securing Declaration of the Tenderer pursuant to ITT sub Clause 19.7.

If, after notification of award, a Tenderer wishes to

ascertain the grounds on which its Tender or application for pre-qualification was unsuccessful, it should address its request to the secretary of the Tender Committee that authorized the award of contract. The secretary of the Tender Committee shall, within fourteen days after a request, provide written reasons as to why the Tender, proposal or

application to be pre-qualified was unsuccessful. However, failure to take this opportunity to clarify the grounds for rejection does not affect the Tenderer's right to seek immediate review by the Public Procurement Administrative Review Board under Clause 45.

**40. Signing of Contract**

Promptly, and in no case later than 14 days, after notification, RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY shall send the successful Tenderer the Agreement and Contract Data Sheet, incorporating all agreements between the parties obtained as a result of Contract negotiations.

Within the period specified in the notification or Tender Data Sheet but not earlier than fourteen (14) days since notification of award of contract, the successful Tenderer shall sign and date the contract and return it to the Procuring Entity.

**41. Performance Security**

Within thirty (30) days but after 14 days after receipt of the Letter of Acceptance, the successful

Tenderer shall deliver to RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY a Performance Security in the amount and in the form stipulated in the Tender Data Sheet and the Contract Data Sheet, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

If the Performance Security is provided by the

successful Tenderer in the form of a Bank Guarantee or Insurance Bond, it shall be issued either:

At the Tenderer's option, by a bank or insurance firm located in Kenya, or a foreign bank or insurance firm through a correspondent bank or insurance firm located in Kenya;

With the consent of the Procuring entity, directly by a foreign bank acceptable to the Procuring entity.

Failure of the successful Tenderer to comply with the requirement of sub-Clause 41.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security, in which event RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY may make the award to the next lowest evaluated Tenderer or call for new Tenders.

**42.Advance Payment**

RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY will provide an Advance

Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the Tender Data Sheet.

**42.2** The Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in the form provided in Section X. For the purpose of receiving the Advance Payment, the Tenderer shall make an estimate of, and include in its Tender, the expenses that will be incurred in order to commence work. These expenses will relate to the purchase of equipment, machinery, materials, and on the engagement of labour during the first month beginning with the date of the Procuring Entity's "Notice to Commence" as specified in the Contract Data Sheet.

**43.Adjudicator 43.1**

RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY proposes the person named in

the Tender Data Sheet to be appointed as Adjudicator under the Contract, at an hourly fee specified in the Tender Data Sheet, plus reimbursable expenses. If the Tenderer disagrees with this proposal, the Tenderer should so state in the Tender. If, in the Letter of Acceptance, RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY has not agreed on the

appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the

Contract Data Sheet at the request of either party.

### **G.Review of Procurement Decisions**

**44.Right to Review 44.1** A Tenderer who claims to have suffered or risk suffering, loss or damage or injury as a result of breach of a duty imposed on a RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY or an Approving Authority by the Public Procurement and Asset Disposal Act, 2016 and the Public Procurement and Disposal Regulations 2006, the procurement proceedings or processes, may seek administrative review as prescribed by the Act. The following matters, however, shall not be subject to the administrative review:

- a) The choice of procurement method;
- b) a decision by RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY to reject all Tenders, proposals or quotations;
- c) Where a contract is signed in accordance to Section 153 of the Public Procurement and Asset Disposal Act,2016;
- d)Where an appeal is frivolous.

#### **.Time Limit on Review**

**45.1** The Tenderer shall submit an application for review in

the number of copies and pay fees as prescribed by the Public Procurement and Disposal Regulations 2020 within fourteen (14) days of the time the Tenderer became or should have become aware of the circumstances giving rise to the complaint or dispute.

**.Submission of Applications 46.1** Any application for administrative review shall be submitted in writing to the Secretary, Public

#### **Procurement Administrative Review Board**

Procurement Administrative Review Board on Form RB 1 at the address shown in the Tender Data Sheet. The secretary to the review board shall immediately after filing of the request, serve a copy thereof on RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY or Director-General as the case may be .



**46.2** The application for administrative review shall be in accordance with the requirements of Regulation 73 of the Public Procurement and Disposals Regulations, 2006, including:

Reasons for the complaint, including any alleged breach of the Act or Regulations;

An explanation of how the provisions of the Act and or Regulation has been breached or omitted, including the dates and name of the responsible public officer, where known;

Statements or other evidence supporting the complaint where available as the applicant considers necessary in support of its request;

Remedies sought;

Any other information relevant to the complaint.

**47. Decision by the  
Public Procurement  
Administrative  
Review Board**

**47.1** The Administrative Review Board shall within thirty days after receipt of an application for administrative review deliver a written decision which shall indicate:

Annuling anything RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY has done in the procurement proceedings, including annulling the procurement proceedings in their entirety;

Giving directions to RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY with respect to anything to be done or redone in the procurement proceedings;

Substituting the decision of the Review Board for any decision of RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY in the procurement proceedings;

d) Order the payment of costs as between parties to the review.

**47.2** The decision made by the Review Board shall, be final and binding on the parties unless judicial review thereof commences within fourteen (14) days from the date of the Review Board's decision.

**48. Appeal on the decision of the**

**Review Board**

**48.1** Any party to the review aggrieved by the decision of the Review Board may appeal to the High Court and the decision of the High Court shall be final.

## SECTION III: TENDER DATA SHEET

### Tender Data Sheet (TDS)

#### Instructions to Tenderers Clause Reference

TDS Reference Number	ITT Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
<b>A. Introduction</b>		
1.	1.1	Procuring Entity is RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY
2.	1.1	Name of Project is <b>Proposed Construction of Housekeeping and accommodation Lab.</b>
3.	1.2	The expected completion date of the works is <b>6 (six months)</b>
4.	1.3	The Objectives of the Project are construct Housekeeping and Accommodation Lab.
5.	2.1	Name of financing institution is RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY/World Bank Financial Year 2021  Describe works under the contracts Proposed Construction of Housekeeping and Accommodation Lab.
6.	2.2	N/A
7.	5.1	Alternative Tenders are NOT allowed in this Tender.
8.	5.2	Alternative time for completion Within 6 months upon Site handover
9.	3.1	Only Tenderers registered and licensed by <b>National Construction Authority under Building Contractors]</b> in Class 6 and above (NCA 6 OR above).  This Tender is: <i>exclusively reserved for national contractors</i>

<b>10.</b>	<b>7.3</b>	N/A
<b>11.</b>	<b>7.5</b>	N/A
	<b>7.6</b>	Non-attendance at the pre-tender meeting will / will not result in disqualification.

<b>B. Tendering Documents</b>		
<b>12.</b>	<b>8.2</b>	The number of copies to be completed and returned with the Tender is 3(three i.e one original and two copies)
<b>13.</b>	<b>8.1</b>	Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at Procurement department ground floor at Rvist or be addressed to the Principal, RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY, P. O. Box7182-20100, Nakuru so as to be received on or before <b>Thursday 6th May, 2021 at 10.00 am.</b>
<b>14.</b>	<b>8.2</b>	Period to Respond to request for clarification by the Procuring Entity <b>2 days</b>  Period Prior to deadline for submission of Tenders for Tenderers to request clarification <b>3 days.</b>

<b>C. Preparation of Tenders</b>		
<b>15.</b>	<b>11.1</b>	Language of Tender and all correspondence shall be English
<b>16.</b>	<b>13.3</b>	<p>er information or materials required to be completed and submitted by Tenderers :</p> <p>Copies of original documents defining the constitution or legal status, place of registration, and principal, place of business; written power of attorney authorizing the signatory of the Tender to commit the Tenderer.</p> <p>The minimum required annual volume of construction work for the successful Tenderer in any of the last 2 years shall be: <b>Ksh. 20 Million.</b></p> <p>Experience as prime contractor in the construction of at least one project of a nature and complexity equivalent to the Works the last 2 years or the period stated in a) above (to comply with this requirement, works cited should be at least 70 percent complete).</p> <p>The essential equipment to be made available for the Contract by the successful Tenderer (proposals for timely acquisition or own, lease,</p>
		<p>hire, etc) shall be:</p> <p>i) Concrete mixer</p> <p>ii) Vibrator iii) Tipper Lorry</p> <p>A Site Manager with a minimum of 10 years' experience in works of an equivalent nature and volume.</p> <p>Evidence of adequate working capital for this contract.</p> <p>Information regarding litigation, current</p>
	<b>13.4</b>	<p>In the case of joint venture each partner shall submit information required under Clause ITT Clause 13.4. In addition the Tenderer shall furnish the following ,</p> <p>.....</p> <p>.....</p> <p>.....</p>
<b>18.</b>	<b>16.4</b>	<p>The price shall be <i>fixed</i></p> <p>Information to be submitted with the Tender are: (state if any).</p>
<b>19.</b>	<b>17.1</b>	The currency in which the prices shall be quoted shall be: <i>Kenyan Shilling</i>

20.	17.2 30.2	The authority for establishing the rates of exchange shall be Central Bank of Kenya.  The applicable date for exchange rates for tendering and evaluation purposes is 28 days earlier than the final deadline for the submission of tenders.
21.	18.1	The Tender validity period shall be 120days
22.	19.1	The amount of Tender Security shall be <b>Kshs 100,000.00 Valid for 120 days from the date of tender opening and must be from a reputable commercial bank in Kenya or insurance company in Kenya approved by PPRA.</b> OR Specify whether Tender Securing Declaration is acceptable in place of Tender Security.
23.	20.1	In addition to the original of the Tender, the Tenderer should submit 3 Copies of the Tender.
24.	20.2	N/A

<b>D. Submission of Tenders</b>		
25.	21.2 a)	Tenders shall be submitted to: <b>RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY</b>
26.	21.2 b)	Project name Proposed Construction of Housekeeping and Accommodation Lab. Tender number RVIST/HKA/LAB/38/2021-2022 Time and date for submission <b>Thursday 6<sup>th</sup> May,2021 at 10.00 am(EAT).</b>
27.	22.1	The deadline for Tender submission is a) Day Thursday b) Date... <b>Thursday 6<sup>th</sup> May , 2021 at 10.00 am.</b> c) Time 11.00 am
28.	22.3	The extension of the deadline for submission of Tenders shall be made not later than 3 d a y s before the expiry of the original deadline.
29	24.4	Expiry of Tender validity is : 6 <sup>TH</sup> MAY,2021

<b>E. Opening and Evaluation of Tenders</b>		
<b>29.</b>	<b>25.1</b>	The Tender opening shall take place at: Board Room , RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY ,
<b>30.</b>	<b>32.3</b>	Additional Preference <i>N/A</i>
<b>31.</b>	<b>34.1</b>	Post- qualification will <i>be undertaken</i> .
<b>32.</b>	<b>38.1</b>	Percentage for quantities increase or decrease is <b>15 %</b>
<b>F. Award of Contract</b>		
<b>33.</b>	<b>41.1</b>	The amount of Performance Security shall <i>5% of the contract price]</i>
<b>34.</b>	<b>42.1</b>	The Advance Payment shall be (NONE)
<b>35.</b>	<b>43.1</b>	As per the Kenya Laws
<b>G. Review of Procurement Decisions</b>		
<b>37.</b>	<b>46.1</b>	The address for submitting appeals to Administrative Review Board : The Secretary, Public Procurement Administrative Review Board , The Public Procurement Oversight Authority, 10 <sup>th</sup> Floor ,National Bank House, P.O. Box 58583-00200, NAIROBI, Kenya. Tel: +254 (0) 20 3244000 Email: <a href="mailto:info@PPRA.go.ke">info@PPRA.go.ke</a> Website: <a href="http://www.PPRA.go.ke">www.PPRA.go.ke</a>





## **SECTION IV: GENERAL CONDITIONS OF CONTRACT**

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## **A.General**

**1.Definitions**            1.1      Boldface type is used to identify defined terms.

The **Adjudicator** is the person appointed jointly by the RVIST College and the Contractor to resolve disputes in the first instance, as provided for in Clauses 27 and 28 hereunder.

**Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Tender.

**Compensation Events** are those defined in Clause 47 hereunder.

The **Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with Sub- Clause 58.1.

The **Contract** is the Contract between RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in Clause 2.3 below.

The **Contractor** is a person or corporate body whose Tender to carry out the Works has been accepted by the Procuring Entity.

The **Contractor's Tender** is the completed Tendering document submitted by the Contractor to the Procuring Entity.

The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

**Days** are calendar days; months are calendar months.

**Dayworks** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.

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

The **Defects Liability Certificate** is the certificate issued by the Project Manager upon correction of defects by the Contractor.

The **Defects Liability Period** is the period named in the **Contract Data Sheet** and calculated from the Completion Date.

**Drawings** include calculations and other information provided or approved by the Project Manager for the execution of the Contract.

RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY 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 to construct the Works.

The **Initial Contract Price** is the Contract Price listed in the Procuring Entity's Letter of Acceptance.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the **Contract Data Sheet**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.

**Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.

**Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.

The **Project Manager** is the person named in the **Contract Data Sheet** (or any other competent person appointed by RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract and shall be an "Architect" or a "Quantity Surveyor" registered under the Architects and Quantity Surveyors Act Cap 525 or an "Engineer" registered under Engineers Registration Act Cap 530.

The **Site** is the area defined as such in the **Contract Data Sheet**.

**Site Investigation Reports** are those that were included in the Tendering documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

**Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.

The **Start Date** is given in the **Contract Data Sheet**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

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 that are needed for construction or installation of the Works.

A **Variation** is an instruction given by the Project Manager that varies the Works.

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Procuring Entity, as defined in the **Contract Data Sheet**.

"**Force Majeure**" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

**2. Interpretation** 2.1 In interpreting these Conditions of Contract, singular also

2.2 and the other way round. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager will provide instructions clarifying queries about these Conditions of Contract.

2.3 If sectional completion is specified in the **Contract Data Sheet**, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

The documents forming the Contract shall be interpreted in the order of priority given in the **Contract Data Sheet**:

- (1) Agreement;
- (2) Letter of Acceptance;
- (3) Contract Data Sheet;
- (4) Conditions of Contract;
- (5) Technical Specifications;
- (6) Contractor's Tender;
- (7) Drawings;
- (8) Bill of Quantities; and
- (9) Any other document listed in the **Contract Data Sheet** as forming part of the Contract.

**3. Language,  
Law, 3.1 Fraud  
and  
Corruption**

means plural, male also  
means female or neuter,

The language of the Contract and the law governing the Contract are stated in the **Contract Data Sheet**.

3.2 The Government requires that Procuring Entities (including beneficiaries of Government funded projects) as well as Tenderers/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. It is the responsibility of RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY to ensure that Tenderers, suppliers, and contractors and their subcontractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy:

For the purpose of this provision, the following definitions are provided:

- (i). "**Corruption**" has the meaning assigned to it in the Anti Corruption and Economic Crime Act 2003 and includes the offering, giving, receiving or soliciting of anything of value to

influence the action of a public official in the procurement or disposal process or in contract execution;

- (ii). **“Fraudulent Practice”** includes a misrepresentation of fact in order to influence a procurement or disposal process or the execution of a contract to the detriment of RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY and includes collusive practices amongst Tenderers prior to or after Tender submission designed to establish Tender prices at artificial non competitive levels and deprive RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY of the benefits of free and open competition;
- (iii). **“Collusive Practice”** means an arrangement between two or more suppliers, contractors and subcontractors designed to achieve an improper purpose, including to influence improperly the actions of RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY prior to or after Tender submission, designed to establish Tender prices at artificial non competitive levels and to deprive RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY of the benefit of free and open competition;
- (iv). **“Coercive Practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly a supplier, contractor or subcontractor or the property of any of them to influence improperly the actions of a Procuring Entity;
- (v). **“Obstructive Practice”** means deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and /or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt, fraudulent practices or others stated under Clause 44.1.a in competing for the contract;

In pursuit of the policy defined in sub-Clause 44.1 RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY will cancel the portion of the funds allocated to a contract for goods, works, or services if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY or Approving Authority or of a beneficiary of the funds during the procurement or the execution of that contract;

In the event that RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY or Approving Authority does not take timely and appropriate action satisfactory to the Government of Kenya to remedy the situation, then the Director-General may order an investigation of procurement proceedings for the purpose of determining whether there has been a breach of the Public Procurement and Disposal Act, 2015.

3.3 The Director-General may, on the advice of the Advisory Board, debar a person from participating in procurement proceedings on the ground that the person has committed an offence under the Public Procurement and Disposal Act, 2015. A debarment shall be for a

period of time of not less than five years. Before a person is so debarred, he/she will be given an opportunity to make representations to the Director-General and may request the Review Board to review the debarment.

3.4 Any communication between the Tenderers and RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY related to matters of alleged fraud or corruption must be made in writing.

**4. Confidentiality** 4.1 The Service Providers, their Subcontractors, and the Personnel of either of them shall not disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Procuring Entity's business or operations without the prior written consent of the Procuring Entity.

**5. Project** 5.1 Except where otherwise specifically stated, the Project Manager **Manager's** will decide contractual matters between RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY **Decisions** and the Contractor in the role representing the Procuring Entity.

**6. Delegation** 6.1 The Project Manager may delegate any of his duties and responsibilities to other people except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

**7. Communication** 7.1 Communications between parties that are referred to in the **s**Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

**8. Subcontracting** 8.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY in writing. Subcontracting shall not alter the Contractor's obligations.

**9. Other** 9.1 The Contractor shall cooperate and share the Site with other **Contractors** contractors, public authorities, utilities, and RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY between the dates given in the Schedule of Other Contractors, as referred to in the **Contract Data Sheet**. The Contractor shall also provide facilities and services for them as described in the Schedule. RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification

**10. Personnel** 10.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the **Contract Data Sheet**, who shall be appropriately qualified and registered with the appropriate bodies to carry out the functions stated in the Schedule or other personnel approved by the Project Manager. The Project Manager will approve any proposed replacement of key personnel only if their relevant qualifications



and abilities are substantially equal to or better than those of the personnel listed in the Schedule.

**. Procuring  
Entity's and  
Contractor's  
Risks**

**. Procuring  
Entity's Risks**

If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY carries the risks which this Contract states are Procuring Entity's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

From the Start Date until the Defects Correction Certificate has been issued, the following are Procuring Entity's risks:

- a) The risk of personal injury, death, or loss of or damage to property

(excluding the Works, Plant, Materials, and Equipment), which are due to:

- (i) Use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works; or
- (ii) Negligence, breach of statutory duty, or interference with any legal right by RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY or by any person employed by or contracted to him except the Contractor.

- b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY or in the Procuring Entity's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

12.2 From the Completion Date until the Defects Correction

Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Procuring Entity 's risk except loss or damage due to:

- (a) A Defect which existed on the Completion Date;
- (b) An event occurring before the Completion Date, which was not itself an Procuring Entity's risk;  
or
- (c) The activities of the Contractor on the Site after the  
Completion Date.

**13. Contractor's** 13.1 From the Starting Date until the Defects Correction Certificate

been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Procuring Entity's risks are Contractor's risks.

**14. Insurance**

The Contractor shall provide, in the joint names of the RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the **Contract Data Sheet** for the following events which are due to the Contractor's risks:

Loss of or damage to the Works, Plant, and Materials;

Loss of or damage to Equipment;

Loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract;  
and

Personal injury or death.

Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

If the Contractor does not provide any of the policies and certificates required, RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY may effect the insurance which the Contractor should have provided and recover the premiums RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

Alterations to the terms of insurance shall not be made

without the approval of the Project Manager.

Both parties shall comply with any conditions of the insurance policies.

**. Site Investigation Reports**

The Contractor, in preparing the Tender, shall rely on any Site Investigation Reports referred to in the **Contract Data Sheet**, supplemented by any information available to the Tenderers.

**. Queries about the Contract Data Sheet**

The Project Manager will clarify queries on the **Contract Data Sheet**.

**. Contractor to Construct the Works**

The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.

**18. Commencement and Completion** 18.1 The Contractor may commence execution of the Works on the **and** Start Date and shall carry out the Works in accordance with the Programme submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the

Intended Completion Date.

**19. Approval by the Project Manager** 19.1 The Contractor shall submit Specifications and Drawings **Project** showing the proposed Temporary Works to the Project

**Manager** Manager, who is to approve them if they comply with the Specifications and Drawings.

The Contractor shall be responsible for the design of Temporary Works.

The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

**.Protection of the Environment**

All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before their use.

The Contractors shall take all reasonable steps to protect the environment and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.

The Contractors shall ensure that emissions, surface discharges and effluent from his activities shall not exceed prescribed values in the environmental laws.

**21.Labour Laws**

The Contractor shall comply with all the relevant labour laws applicable in the Country, including laws relating to workers employment, working hours, health, safety, welfare, and immigration, and shall allow them all their legal rights.

21.2 The Contractor shall require his employees to obey all applicable laws, including those concerning safety at work.

**.Health and Safety**

The Contractor shall at all times take all reasonable precautions to maintain the health and safety of his personnel.

The Contractor shall ensure that first aid facilities are available at all times at the site and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.

The Contractor shall notify RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and make reports concerning health, safety, and welfare of persons, and damage to the property, as RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY may reasonably require.

The Contractor shall conduct an Covid-19 awareness programme, and shall take other such measures as specified in the **Contract Data Sheet** to reduce the risk of transfer of Covid-19 between and among Contractor personnel, the Procuring Entity's Staff and the surrounding community.

23.1 Anything of historical or other interest or of significant value

**23.Discoveries**

unexpectedly discovered on the Site shall be the property of the Procuring Entity. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.

**. Possession of the Site**

RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the **Contract Data Sheet**, RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY will be deemed to have delayed the start of the relevant activities, and this will be a Compensation Event.

**. Access to the Site**

The Contractor shall allow the Project Manager and any person authorized by the Project Manager 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.

**. Instructions, Inspections and Audits**

The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.

The Contractor shall permit the Kenya Government to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Kenya Government, if so required by the Kenya Government

**27. Disputes**

1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.

**. Procedure for Disputes**

The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

The Adjudicator shall be paid by the hour at the rate specified in the **Tender Data Sheet** and **Contract Data Sheet**, together with reimbursable expenses of the types specified in the **Contract Data Sheet**, and the cost shall be divided equally between RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the

**.Replacement of  
Adjudicator**

Adjudicator's decision will be final and binding.

The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the **Contract Data Sheet**.

29.1 Should the Adjudicator resign or die, or should RVIST and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY and the Contractor. In case of disagreement between RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the **Contract Data Sheet** at the request of either party, within 14 days of receipt of such request.

**B.Time Control**

**30.Programme**

Within the time stated in the **Contract Data Sheet**, the Contractor shall submit to the Project Manager for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works.

An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

The Contractor shall submit to the Project Manager for approval an updated Programme at intervals no longer than the period stated in the **Contract Data Sheet**. If the Contractor does not submit an updated Programme within this period, the Project Manager may withhold the amount stated in the **Contract Data Sheet** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.

The Project Manager's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Project Manager again at any time. A revised Programme shall show the effect of

<b>.Extension of the Intended Completion Date</b>	<p>Variations and Compensation Events</p> <p>The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.</p> <p>The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.</p>
<b>32.Acceleration</b>	<p>When RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY wants the Contractor to finish before the Intended Completion Date, the Project Manager will obtain priced proposals for achieving the necessary acceleration from the Contractor. If RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY accepts these proposals, the Intended Completion Date will be adjusted accordingly and confirmed by both RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY and the Contractor.</p> <p>If the Contractor's priced proposals for acceleration are accepted by the Procuring Entity, they shall be incorporated in the Contract Price and treated as a Variation.</p>
<b>33. Delays</b>	<p>33.1 The Project Manager may instruct the Contractor to delay the start</p>
<b>Ordered by the Project Manager</b>	<p>or progress of any activity within the Works.</p>
<b>34.Management</b>	<p>Either the Project Manager or the Contractor may require the</p>

**Meetings**

other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Procuring Entity. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

**.EarlyWarning**

The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

**C.Quality Control**

**.Identifying Defects**

The Project Manager shall check the Contractor’s work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor’s responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.

**37.Tests**

If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.



**38. Correction of Defects** .1 The Project Manager 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 **Contract Data Sheet**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

38.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.

If the Contractor has not corrected a defect within the time specified in the Procuring Entity's notice, a penalty for lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the defect correct, assessed as described in Clause 39.

**39. Uncorrected Defects**

If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

**D. Cost Control**

**. Bill of Quantities** The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

The Bill of Quantities is used to calculate the Contract Price. The Contractor shall be paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

**41. Changes in the Quantities**

If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.

The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Entity.

If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

**42.Variations** All Variations shall be included in the updated Programmes produced by the Contractor.

**43.Payments for Variations** The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.

43.2 If the work in the Variation corresponds with an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work is above the limit stated in Sub-Clause 41.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.

If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.

If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

**. Cash Flow Forecasts**

The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

**. Payment Certificates**

When the Programme is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor within twenty eight 28 days of receipt of the certificate from the contractor.

The value of work executed shall be determined by the Project Manager.

The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed. The value of work executed shall include the valuation of Variations and Compensation Events.

The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

The Project Manager shall not be bound to certify any payment, if the net amount, after all retentions and deductions would be less than minimum amount of Interim Payment Certificate stated in the **Contract Data Sheet**.

#### **46. Payments**

46.1 Payments shall be adjusted for deductions for advance payments

and retention. RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY makes a late payment, the Contractor shall be paid interest on the late payment in the next payment Interest shall be calculated from

the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made as indicated in the **Contract Data Sheet**.

If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

Unless otherwise stated, all payments and deductions will be paid or charged in the proportions of currencies comprising the Contract Price.

**47.Compensation  
Events**

Items of the Works for which no rate or price has been entered in will not be paid for by RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY and shall be deemed covered by other rates and prices in the Contract.

47.1 The following shall be Compensation Events:

RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY does not give access to a part of the Site by the Site Possession Date stated in the **Contract Data Sheet**.

RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.

The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.

The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.

The Project Manager unreasonably does not approve a subcontract to be let.

Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to Tenderers (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.

The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Procuring Entity, or additional work required for safety or other reasons.

Other contractors, public authorities, utilities,  
or

RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.

The advance payment is delayed.

The effects on the Contractor of any of the Procuring Entity's Risks.

The Project Manager unreasonably delays issuing a Certificate of Completion.

Other Compensation Events described in the Contract or determined by the Project Manager shall apply.

If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager will assume that the Contractor will react competently and promptly to the event.

The Contractor shall not be entitled to compensation to the extent that the Procuring Entity's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.

**48. Taxes**

The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of Tenders for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of Clause 50.

**49. Currencies**

Where payments are made in currencies other than the Kenya Shillings, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Tender.

**.PriceAdjustment** The amounts payable to the Contractor, in various currencies pursuant to Sub-Clause 45.1, shall be adjusted in respect of the

rise or fall in the cost of labour, Contractor's Equipment, Plant, materials, and other inputs to the Works, by applying to such amounts the formulae prescribed in this clause based on the prevailing consumer price index obtained from the Central Bureau of Statistics or the monthly inflation rate issued by the Central Bank of Kenya.

50.2 To the extent that full compensation for any rise or fall in costs to the Contractor is not covered by the provisions of this or other clauses in the Contract, the unit rates and prices included in the Contract shall be deemed to include amounts to cover the contingency of such other rise or fall of costs.

50.3 The adjustment to be applied to amount payable to the Contractor as certified in Payment Certificates shall be determined formulae for each of the currencies in which the Contract Price is payable. No adjustment is to be applied to work valued on the basis of Cost or current prices. The formulae shall be as follows;

$$P_n \square \square_a \square \square_b \underline{Ln \square \square Lo} \square \square_c \underline{Mn \square \square Mo} \square \square_d \underline{En \square \square Eo} \square \square_{etc.}$$

*Lo Mo Eo*

where;

**P<sub>n</sub>** is a price adjustment factor to be applied to the amount in each specific currency for the payment of the work carried out in the subject month, where such variations and daywork are not otherwise subject to adjustment;

**a** is a constant, specified in the **Appendix to Tender**, representing the nonadjustable portion in contractual payments;

**b, c, d, etc.**, are weightings or coefficients representing the estimated proportion of each cost element (labour, materials, equipment usage, etc.) in the Works or sections thereof, net of Provisional Sums, as specified in the **Appendix to Tender**; the sum of a, b, c, d, etc., shall be one;

**Ln, Mn, En, etc.**, are the current cost indices or reference prices of the cost elements in the specific currency of origin for month "**n**," determined pursuant to Sub-Clause 50.5, applicable to each cost element; and

**Lo, Mo, Eo, etc.**, are the base cost indices or reference prices corresponding to the above cost elements at the date specified in Sub- Clause 50.5

The value of net work done, certified by the Project Manager, in any monthly Interim or Final Certificate as payable by RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY to the Contractor before deduction of any retention money shall be increased or decreased by an amount of 'F'.

$$F = Pn \times Pc$$

where;

The effective value **Pc** of work done which is to be subjected to increase or decrease shall be the difference between:

the amount which, in the opinion of the Project Manager, is due to the Contractor under Clause 45 (before deduction of retention money and before deducting sums previously paid on account) less:

any amount for payment or repayment of any advance payment;

any amount for materials on site (if any);

any amounts for nominated sub-contractors (if any)

any amounts for any other items based on actual cost or current prices; or

any sums for increase or decreases in the Contract Price paid under this Sub-Clause and

the amount calculated in accordance with (i) above of this Sub-clause and included in the last preceding statement.

The sources of indices shall be those listed in the **Appendix to Tender**, as approved by the Engineer. Indices shall be appropriate for their purpose and shall relate to the Contractor's proposed source of supply of inputs on the basis of which his Contract Price and expected foreign currency requirements shall have been computed. As the proposed basis for price adjustment, the Contractor shall have submitted with his Tender the tabulation of Weightings and Source of Indices in the **Appendix to Tender**, which shall be subject to approval by the Engineer.

The base cost indices or prices shall be those prevailing on the day 28 days prior to the latest date for submission of Tenders. Current indices or prices shall be those prevailing on the day 28 days prior to the last day of the period to which a particular Interim Payment Certificate is related. If at any time the current indices are not available, provisional indices as determined by the Engineer will be used, subject to subsequent correction of the amounts paid to the Contractor when the current indices become available.

If the Contractor fails to complete the Works within the time for completion prescribed under Clause 58 adjustment of prices thereafter until the date of completion of the Works shall be made using either the indices or prices relating to the prescribed time for completion, or the current indices or prices, whichever is more favourable to the Procuring Entity, provided that if an extension of time is granted pursuant to Clause 28, the above provision shall apply only to adjustments made after the expiry of such extension of



time.

The weightings for each of the factors of cost given in the **Appendix to Tender** shall be adjusted if, in the opinion of the Engineer, they have been rendered unreasonable, unbalanced, or inapplicable as a result of varied or additional work already executed or instructed under Clause 43 or for any other reason.

**51.Retention**

**51.1 RIFT VALLEY INSTITUTE OF SCIENCE AND**

**TECHNOLOGY** shall retain from each payment due to the

Contractor the proportion stated in the **Contract Data Sheet** until Completion of the whole of the Works.

On completion of the whole of the Works, half the total amount retained shall be repaid to the Contractor and the other half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected.

**.Liquidated Damages**

On completion of the whole Works, the Contractor may substitute retention money with an “on demand” Bank guarantee.

The Contractor shall pay liquidated damages to RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY at the rate per day stated in the **Contract Data Sheet** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **Contract Data Sheet**. RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor’s liabilities.

If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub- Clause 46.1.

If the Contractor has not corrected a defects within the time specified in the Procuring Entity’s notice, RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY will assess the cost of having the defect corrected, the Contractor will pay this amount, and a penalty for lack of performance calculated as described in Clause 38.

**53. Bonus**

The Contractor shall be paid a Bonus calculated at the rate per calendar day stated in the **Contract Data Sheet** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.

**54. Advance Payment**

RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY shall make advance payment to the Contractor of the amounts stated in the **Contract Data Sheet** by the date stated in the **Contract Data Sheet**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.

54.2 The Contractor is to use the advance payment only to pay for

Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.

**55. Performance Securities**

The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

The Performance Security shall be provided to RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Procuring Entity, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the

Completion Certificate in the case of a Performance Bond.

**56.Dayworks** If applicable, the Dayworks rates in the Contractor's Tender shall be used for small additional amounts of work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.

All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.

The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

**57.Cost of Repairs** Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

#### **E. Finishing the Contract**

**.Completion Certificate** The Contractor shall request the Project Manager to issue a certificate of Completion of the Works, and the Project Manager will do so upon deciding that the work is completed.

**59.Taking Over** RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.

**60.Final Account** 60.1 The Contractor shall supply the Project Manager with a detailed

account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 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, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the **Contract Data Sheet**.

## **61. Operating and Maintenance Manuals**

If the Contractor does not supply the Drawings and/or manuals by the dates stated in the **Contract Data Sheet**, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount stated in the **Contract Data Sheet** from payments due to the Contractor.

**62.Termination** The Procuring Entity or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- (a) The Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Project Manager;
- (b) The Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
- (c) RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) A payment certified by the Project Manager is not paid by RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY to the Contractor within 84 days of the date of the Project Manager's certificate;
- (e) The Project Manager 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 determined by the Project Manager;
- (f) The Contractor does not maintain a Security, which is required; and
- (g) The Contractor has delayed the completion of the Works

by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the **Contract Data Sheet**.

- (h) If the Contractor, in the judgment of RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this paragraph:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution and includes inter alia, bribery and extortion or coercion which involves threats of injury to person ,property or reputation, and.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY of the benefits of free and open competition.

**.Payment upon  
Termination**

When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under Sub-Clause 62.2 above, the Project Manager shall decide whether the breach is fundamental or not.

Notwithstanding the above, RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY may terminate the Contract for convenience.

If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the **Contract Data Sheet**. Additional Liquidated Damages shall not apply. If the total amount due to RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY exceeds any payment due to the Contractor, the difference shall be a debt payable to the Procuring Entity.

If the Contract is terminated for the Procuring Entity's convenience or because of a fundamental breach of Contract by the Procuring Entity, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.



**64. Property**

64.1 All Materials on the Site, Plant, Equipment, Temporary Works,

and Works shall be deemed to be the property of RVIST if the Contract is terminated because of the Contractor's default.

**. Release from Performance**

If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

**. Suspension of Financing**

In the event that the source of financing is suspended to the Procuring Entity, from which part of the payments to the Contractor are being made:

- (a) RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY is obligated to notify the Contractor of such suspension within 7 days of having received the financing agency's suspension notice.
- (b) If the Contractor has not received sums due it within the 28 days for payment provided for in Sub-Clause 46.1, the Contractor may immediately issue a 14-day termination notice.

)

**SECTION V: CONTRACT DATA SHEET (CDS)**

## Contract Data Sheet

### Instructions for completing the Contract Data Sheet

CDS Clause	GCC Clause	Description
<b>1</b>	<b>1.1</b>	<p style="text-align: right;"><b>he</b></p> <p><b>A. General</b></p> <p><b>(Itemise Definitions to take the same numbering as per t General Conditions)</b></p> <p>RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY</p> <p>The Adjudicator is <i>[Insert name]</i>.</p> <p>The Defects Liability Period is <i>6 Months from the project handover by the contractor.</i></p> <p>The name and identification number of the Contract is <b>RVIST/HKA/LAB/2021-2022.</b></p> <p>The Works consist of <i>(As per the attached Bill of quantities)</i></p> <p>The objectives of the contract are Construct the proposed Office Block For CESAAM Project to house Staff and student which are mandatory requirements that override any detail which may be provided below.</p> <p>The Start Date shall be</p> <p>The Intended Completion Date for the whole of the Works shall be..</p> <p>The following documents also form part of the Contract: Bill of quantities and Architectural drawings.</p> <p>The Site is located at RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY Njoro Campus and is defined to the winning Bidder.</p>

2.	2.2	Indicate whether there is sectional Not Specified.
3.	2.3(9)	List other documents that form part of the contract if any: a)..... b)..... c).....
4.	3.1	The language of the Contract documents is English.The law that applies to the Contract is the Kenyan Law.
5.	9.1	Include the Schedule of Other Contractors, if any. <i>[give list of other contractors]</i>
6.	10.1	Include the Schedule of Key Personnel. <i>[Give list of key personnel]</i>
7.	14.1	The minimum insurance covers shall be:  loss of or damage to the Works, Plant, and Materials <i>[1,000,000.00]</i> ;  loss of or damage to Equipment <i>[1,000,000.00]</i> ;  loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract <i>500,000.00</i> ; and  personal injury or death <i>[insert amount].1,000,000.00</i>
8.	15.1	Site Investigation Reports available to the Tenderers are: a)..... b)..... c).....
9.	22.4	The other measures include:  Minimising the number of migrant workers employed on the project and household in the site camp  Providing access to voluntary counselling and testing (VCT)  Providing psychological support and health care including prevention and treatment of opportunistic infections for workers infected and affected, as well as their families

		Providing condoms (male and female) to workers
<b>10.</b>	<b>24.1 &amp; 47.1</b>	The Site Possession Date shall be

<b>11.</b>	<b>28.2</b>	Hourly rate of Fees payable to the Adjudicator is:..... [insert hourly fee in KShs..]  Types of reimbursable expenses to be paid to the Adjudicator include: [insert types of reimbursable expenses]. a)..... b)..... c).....
<b>12.</b>	<b>28.3</b>	Arbitration will take place at [insert the place] in accordance with rules and regulations published by ..... [state the institutions] and [insert rules and regulations]
<b>13.</b>	<b>29.1</b>	Appointing Authority for the Adjudicator: [Insert the name of Authority]
<b>B. Time Control</b>		
<b>14.</b>	<b>30.1</b>	The Contractor shall Submit a Programme for the Works within 3 days of delivery of the Letter of Acceptance.
<b>15.</b>	<b>30.3</b>	The period between Programme updates is

16.	30.3	The amount to be withheld by the Project Manager in the case the contractor does not submit an updated programme is:KES. 50,000.00
<b>C. Quality Control</b>		
17.	38.1	The Defects Liability Period is 180 DAYS
<b>D. Cost Control</b>		
18.	45.7	Minimum Amount of Interim Payment Certificate will be 2 MILLION
19.	46.1	The interest rate shall be 4% above prevailing interest rate for commercial borrowing from the contractors bank
20.	47.1(a)	The Site Possession Date shall be
21.	50	The contract [ <i>insert “is” or “ is not”</i> ] subject to price adjustment in accordance with Clause 50 of the General Conditions of Contract.
22.	51.1	The amount of retention is 10% of value of works of Interim Payment Certificate’.
23.	52.1	The rate of liquidated damages is <i>0.15% of the contract price per day</i>
	52.1 62.2 (g)	The maximum amount of liquidated damages is 5% of Contract Price
24.	53.1	The bonus for early completion is N/A
25.	54.1	The amount of advance payment shall be N/A.
26.	55.1	The Performance Security shall be 5% of the contract price.
<b>E. Finishing the Contract</b>		

<b>27.</b>	<b>61.1</b>	As built drawings shall be supplied by the contractor by  Operating manual shall be supplied by the contractor by
<b>28.</b>	<b>61.2</b>	The amount to be withheld by the Project Manager in the case the contractor does not submit as built drawings is:N/A.  The amount to be withheld by the Project Manager in the case the contractor does not submit operating manual is: 100,000.00.
<b>29.</b>	<b>63.1</b>	The percentage to apply to the value of the work not completed, representing the Procuring Entity's additional cost for completing the Works, is <i>10 percent</i> ..





**PROPOSED HOUSE KEEPING AND  
ACCOMMODATION LAB**

**FOR RIFT VALLEY INSTITUTE OF SCIENCE AND  
TECHNOLOGY**

**BILLS OF QUANTITIES**

**COMPRISING: Building, External Works & Services**

**OCTOBER 2020**

# **BILL NO. 1**

## **MAIN WORKS**



Item	Description		Unit	Rate	Amount (kshs)
<b><u>SUBSTRUCTURE (ALL PROVISIONAL)</u></b>					
<b><u>EARTHWORKS</u></b>					
A	Excavate to remove black cotton soil average depth 600 mm comencing from existing ground level		Cm		
B	Excavate for foundation trenches commencing from reduced level: depth not exceeding 1.5 m deep		Cm		
C	Return, fill and ram selected excavated material around foundations		Cm		
D	Remove excavated materials from site dispose to a spoil heap approved by County Council		Cm		
E	Extra over all excavations and earthworks for breaking up rock of all types at any point.		Cm		
F	Plank and strut to uphold sides of excavations: keep excavations free from all fallen material		Item		
G	Keep excavations free from general water		Item		
<b><u>CONCRETE</u></b>					
<u>In situ plain concrete class E (mix 1:3:6): in</u>					
H	50 mm Thick blinding: under strip foundations		Sm		
<i>Carried to Collection</i>					

Item	Description		Unit		Amount(kshs)
	<u>In situ reinforced concrete class 25 (20): in</u>				
A	Strip foundations	51	Cm		
B	150 mm Thick ground floor slab	800	Sm		
	<u>Sawn formwork: to</u>				
C	Sides: strip footing	168	Sm		
D	Edges: floor bed over 75 but not exceeding 150 mm girth	180	Lm		
E	<u>High yield square twisted steel bar reinforcement to BS 4461 and KS 02-22:1976</u>  Assorted bars	6500	Kg		
F	<b><u>FOUNDATION WALLS</u></b>  <u>Natural stone walls as approved: roughly square: bedded and jointed in cement sand (1:3) mortar: to</u>  200 mm Thick foundation walls	630	Sm		
G	<b><u>BACK FILL</u></b>  Selected imported approved murrum filling in making up levels under floor slab: spread, leveled, well rammed and consolidated in 150 mm thick (maximum) layers  <b><u>HARDCORE</u></b>	240	Cm		

**PROPOSED HOUSE KEEPING AND ACCOMMODATION LAB FOR RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY**

H	250 mm thick selected imported hardcore filling of approved inert material in making up levels under floor slab : spread, leveled, well rammed and consolidated in 150 mm thick  (maximum) layers	800	Sm		
<i>Carried to Collection</i>					

<i>Item</i>	<i>Description</i>	<i>Qty</i>	<i>Unit</i>	<i>Rate</i>	<i>Amount (kshs)</i>
	<b><u>ANTI-TERMITE TREATMENT</u></b>  Termidor 25 EC or other equal approved anti-termite chemical treatment: applied by an approved professional pest control specialist: 10 year warranty: strictly applied in accordance with the manufacturer's instructions				
	<b><u>BLINDING</u></b>  50 mm Thick approved quality quarry dust blinding to surfaces of hardcore to receive damp proof membrane	800 800	Sm Sm		
	<b><u>DPM</u></b>  500 Gauge polythene black sheet or other equal and approved polythene sheeting as damp proof membrane laid on blinded hardcore	800	Sm		
	<b><u>PLINTH FINISHES</u></b>  <del>25 mm Thick cement and sand (1:4) rendering: on concrete or stonework: wood float finished: to</del>				

**PROPOSED HOUSE KEEPING AND ACCOMMODATION LAB FOR RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY**

Plinths: externally	54	Sm		
<u>Natural stone walls: approved stone: zero joint to exposed face: fine chisel dressed one side: bedded, jointed and pointed in cement sand (1:3) mortar: flush vertical and recessed horizontal joints :in</u>				
70 mm Thick to Plinths: externally	54	Sm		
<i>Carried to Collection below</i>				

Item	Description	Qty	Unit	Rate	Amount(kshs)
	<b><u>Collection</u></b>				
	From page 1/1				
	From page 1/2				
	From page 1/3				
<b>TOTAL FOR SUBSTRUCTURES CARRIED TO SUMMARY</b>					

**PROPOSED HOUSE KEEPING AND ACCOMMODATION LAB FOR RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY**

Item	Description	Qty	Unit		Amount (Kshs.)
A	<p><b><u>REINFORCED CONCRETE SUPERSTRUCTURE</u></b></p> <p><u>In situ vibrated reinforced concrete class 25 (20):</u> <u>in</u></p> <p>Ring Beam</p> <p><b><u>Reinforcement.(provisional)</u></b></p> <p><u>Supply and fix the following High yield square twisted steel bar reinforcement to BS 4461 and KS 02-22:1976 including cutting,bending,tying,hooking and placing in position.</u></p>	38	Cm		
B	<p>Assorted bars</p>	4,600	Kg		
C	<p><u>Sawn formwork: to</u></p> <p>Sides and soffits: beams</p>	546	Sm		
<b>TOTAL FOR R.C SUPERSTRUCTURE CARRIED TO SUMMARY</b>					



<i>Item</i>	<i>Description</i>	<i>Qty</i>	<i>Unit</i>	<i>Rate</i>	<i>Amount</i>
<b>PROPOSED HOUSE KEEPING AND ACCOMMODATION LAB FOR RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY</b>					
	<b><u>WALLING</u></b>				
	<b><u>External Walls</u></b>				
	<u>Machine cut natural stone: bedded, jointed and pointed in cement sand (1:3) mortar</u>		Sm		
	200 mm thick walls				
	<u>Horizontal bituminous hessian base to BS 743 type A: or other equal approved damp-proof course: in cement/ sand (1:3) mortar: to</u>		Lm		
	200 mm Wide: under walling				
	<b><u>Internal Walls</u></b>				
	<u>Machine cut natural stone: bedded, jointed and pointed in cement sand (1:3) mortar</u>		Sm		
	200 mm Thick walls				
	<u>Horizontal bituminous hessian base to BS 743 type A: or other equal approved damp-proof course:lapped 150mm at running joints: on 10 mm thick levelling cement/ sand (1:4) screed: to</u>		Lm		
	200 mm Wide: under walling				
<b>TOTAL FOR WALLS CARRIED TO SUMMARY</b>					

R C SUPERSTRUCTURE  
WALLS

**PROPOSED HOUSE KEEPING AND ACCOMMODATION LAB FOR RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY**

<i>Item</i>	<i>Description</i>	<i>Qty</i>	<i>Unit</i>	<i>Rate</i>	<i>Amount</i> <i>t</i> <i>(Kshs.)</i>

A	<p><b><u>ROOF</u></b></p> <p><u>Roof complete in IT5 26 gauge roofing tile : structure in 75 x 100 mm timber rafters and internal members:100 x 50 : Cedar: second grade: clean: well seasoned and treated with approved wood presevative: pressure-impregated with celcure "A": with and including all jointing and connections as per the Structural Engineer's details: fascia board and barge board in 225 x 25mm cedar: painted: eaves finished in 50 x 25mm timber at a spacing of 50mm with coffee tray and mosquito net under tacked: with all rain water goods: all to details</u></p> <p>Roof: approximately 8550 mm from ground level</p>	924	Sm		
<b>TOTAL FOR ROOF CARRIED TO SUMMARY</b>					

**PROPOSED HOUSE KEEPING AND ACCOMMODATION LAB FOR RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY**

Item	Description	Qty	Unit	Rate	Amount (Kshs.)
	<b><u>DOORS</u></b>				
	<u>Wrot mahogany panel doors</u>				
A	1000 x 2400 mm high panel door: 250 x 50 mm bottom rail; 150 x 45mm top , 2 No. middle transoms (ms): 150 x 45mm rebated stiles (ms): 50 x 25 mm moulded beading (ms); infilled with 25 mm thick blockboard with veneered finish				
	<u>50 mm Thick flush door: panel look</u>				
	<b><u>Mahogany Veneered</u></b>				
	<u>MDF facing to both sides both sides: hardwood lipped edges</u>	2	No		
B	900 x 2400 mm Door	30	No.		
	<u>50 mm Thick flush door: panel look</u>				
	<b><u>Plain</u></b> MDF facing to both sides both sides: hardwood lipped edges				
C	900 x 2400 mm Door	11	No.		
	<u>Wrot mahogany: prime grade</u>				
D	250 x 50 mm Door frame: rebated; moulded; plugged	12	Lm		
E	150 x 50 mm Door frame: rebated; moulded; plugged	234	Lm		
F	100 x 25 mm Architrave	246	Lm		
G	20 mm Quadrant	246	Lm		
	<u>Prepare surfaces and apply</u>				
	<b><u>CLEAR VARNISH</u></b> as "Crown				
	<u>Paints" or other equal approved: on wood surfaces: to</u>				

**PROPOSED HOUSE KEEPING AND ACCOMMODATION LAB FOR RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY**

H	Door: general surfaces	182	Sm		
I	Surfaces over 100 mm but not exceeding 200 mm girth:	12	Lm		
J	Surfaces not exceeding 100 mm girth	726	Lm		
Carried to collection					

1/8		DOORS			
Item	Description	Qty	Unit	Rate	Amount (Kshs.)
	<u>Prepare and apply one coat aluminium hardwood primer as 'Crown Paints' or other equal and approved: on timber surfaces into contact with masonry or concrete</u>				
A	Frames or the like: over 200 but not exceeding 300 mm girth	12	Lm		
B	Surfaces not exceeding 100 mm girth	726	Lm		
	<b><u>Ironmongery</u></b>				
	<u>Supply and fix English "Hafele" or other equal approved ironmongery: matching screws: locks to include a set of 3 keys: catalogue numbers refer to "Hafele catalogue issued by "Lascon Hardware" of Phone No: 0786453679</u>				
C	Butt Hinges: 100 x 100 mm	86	Prs		
D	3 lever mortice lock complete with proprietary handle	32	No.		
E	2 lever mortice lock complete with proprietary handle	11	No.		
F	Stainless steel floor mounted door stopper	30	No.		

**PROPOSED HOUSE KEEPING AND ACCOMMODATION LAB FOR RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY**

G	250 x 25 x 3 mm Thick mild steel fixing cramps: one end bent and screwed to frame: other end flanged and built into block work or concrete	129	No		
H	Mild steel dowels 10 mm diameter x 100 mm long: mortice in timber and concrete	258	No		
Carried to collection					
	<b>Collection</b>				
	From page1/8				
	From page1/9				
<b>TOTAL FOR DOORS CARRIED TO SUMMARY</b>					

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Item	Description	Qty	Unit	Rate	Amount (Kshs.)
A	<p><b>WINDOWS</b></p> <p>Natural stone: bedded and jointed in cement (sand (1:3) mortar: pointed in matching coloured cement</p> <p>150 x 100 x 25 mm Thick cill</p> <p>Steel casement windows: purpose made metal casement sections with divisions 150 mm wide vertically and 100mm wide horizontally: integral burglar proofing 12mm square bars to follow the panes grid: Zed sections to architects detail and approval: including permanent ventilators comprising 'T' bar, gauze and metal hood: openable</p>	83	Lm		

	casements: <u>coupling</u> mullions: <u>approved brass</u> ironmongery: <u>as per the</u> <u>Architect's</u>			
B	Window size 1500 x 1500 mm high	38	No	
C	Window size 900 x 600 mm high	12	No	
	<u>5 mm Thick clearsheet glass and glazing to steel casement windows with and including linseed putty: in panes</u>			
D	Panes: various sizes	86	Sm	
	<u>5 mm Thick obscuresheet glass and glazing to steel casement windows with and including linseed putty: in panes</u>			
E	Panes: various sizes	7	Sm	
	<u>Prepare metal surfaces: apply undercoat and two finishing coats first grade eggshell paint: as "Crown Paints" or other equal approved metallic paint: on metal surfaces: to</u>			
F	General surfaces: windows and burglarproofing grilles internally (measured flat overall)	93	Sm	
G	Ditto externally	93	Sm	
<b>TOTAL FOR WINDOWS CARRIED TO SUMMARY</b>				

Item	Description	Qty	Unit	Rate	Amount (Kshs.)
	<b><u>Floor Finishes</u></b>				
	<u>Cement and sand (1:4) screed: to concrete surfaces: in</u>				
A	32 mm thick finished to receive Floor tiles finish	800	Sm		
	<u>600 x 600 x 8 mm Approved granito tiles: to regular pattern: colour to architect's scheme: grouting joints in matching cement: in</u>				
B	To floors	800	Sm		
C	100mm high skirting	660	Lm		
	<b><u>Wall Finishes</u></b>				
	<u>Cement and sand (1:4): to walls: in</u>				
D	10 mm Thick backing: to receive Ceramic tiles	51	Sm		
	<u>600 x 300 x 6mm coloured granito wall tiles : approved colour: glazed: to regular pattern: bedding and jointing in cement mortar (1:4) grouting joints with matching coloured cement: colour to Architect's scheme</u>				
E	To walls	14	Sm		

	F Extra over ditto for 10 x 2 mm L shaped aluminium edge strip (Provisional)	34	Lm		
Carried to Collection					

<i>Item</i>	<i>Description</i>	<i>Qty</i>	<i>Unit</i>	<i>Rate</i>	<i>Amount (Kshs.)</i>
A	<p><u>Plaster: 9 mm first coat of cement/lime putty/sand (1:2:9): 3 mm second coat of cement/lime putty/sand (1:1:6): steel troweled: on masonry or concrete: to</u></p> <p>Walls and concrete surfaces: internally</p>	1702	Sm		
B	<p><u>Prepare surfaces and apply undercoat and two finishing coats silk vinyl emulsion paint as " Crown Paints" or other equal approved on plastered masonry or concrete surfaces: to</u></p> <p>Walls and concrete surfaces: internally</p> <p><b><u>External wall finishes</u></b></p> <p><u>12 mm Thick Cement and sand (1:4) plaster: on concrete or masonry: steel trowel finished: to</u></p>	1702	Sm		



C	Walls and concrete: externally  <u>Prepare surfaces: apply undercoat and two finishing coats "Permacote" Exterior Application emulsion paint: as "Crown Solo" or other equal approved: to steel trowelled plastered surfaces</u>	385	Sm		
D	Walls and Concrete: externally  <b><u>Ceiling Finishes</u></b>  <u>First grade cypress: wrot: well seasoned: celcured: selected and kept clean:</u>	385	Sm		
E	Ex 175 x 113 x 25 mm Moulded cornice top piece: fixed to ceiling: as per details  <u>Chipboard: B.S. 2604 part 2</u>	660	Lm		
F	12 mm thick board to ceiling: nailed on and including 50 x 50 mm brandering at 600 mm centres	800	Sm		
Carried to Collection					

<i>Item</i>	<i>Description</i>	<i>Qty</i>	<i>Unit</i>	<i>Rate</i>	<i>Amount (Kshs.)</i>
A	<u>Prepare surfaces and apply undercoat and two finishing coats silk vinyl emulsion paint as "Crown Paints" or other equal approved on chipboard surfaces: to</u>  Ceilings: general surfaces	800	Sm		

B	Cornices: not exceeding 100 mm but not exceeding 200 mm girth  <u>Prepare and apply one coat pink softwood primer as 'Crown Paints' or other equal and approved: on timber surfaces into contact with masonry or concrete</u>	660	Lm		
C	Cornices: surfaces over 100 mm but not exceeding 200 mm girth	660	Lm		
Carried to Collection					
	<p style="text-align: center;"><b><u>Collection</u></b></p> <p style="text-align: center;">From page 1/11</p> <p style="text-align: center;">From page 1/12</p> <p style="text-align: center;">From page 1/13</p>				
<b>TOTAL FOR FINISHES CARRIED TO SUMMARY</b>					

ELEMENT	DESCRIPTION	Page	Amount (Kshs)
1	SUBSTRUCTURES	1/4	
2	SUPERSTRUCTURE CONCRETE	1/5	
3	WALLING	1/6	
4	ROOF	1/7	
5	DOORS	1/9	
6	WINDOWS	1/10	
7	FINISHES	1/13	
<b>TOTAL FOR MAIN WORKS CARRIED TO MAIN SUMMARY</b>			

SUMMARY

BILL NO. 2

## P.C AND PROVISIONAL SUMS

Item	Description	Qty	Unit	Rate	Amount (Kshs.)
	<b><u>PROVISIONAL SUMS</u></b>				
	<u>The following Provisional Sums are to be measured on completion and priced in accordance with the rates contained in these bills of Quantities or pro-rata thereto or deducted in the whole not required</u>				
A	Provide a provisional Sum of Kenya Shillings Two Million for drive way and parking				2,000,000.00
B	Provide a provisional Sum of Kenya Shillings One Million, Seven Hundred and Fifty Thousand for perimeter wall				1,750,000.00
C	Provide a provisional Sum of Kenya Shillings Hundred Thousand for Builders works for specialist Installation				100,000.00
	<b><u>PRIME COST SUMS</u></b>				
	<b><u>P.C. Sums for works to be executed by nominated Subcontractors</u></b>				
D	Provide a Prime Cost Sum of Kenya Shillings One Million Eight Hundred Thousand for Electrical Installations		Item		1,800,000.00
E	Allow for profits and attendance				
F	Provide a Prime Cost Sum of Kenya One Million, Two Hundred Thousand for Plumbing and Drainage Installations		Item		1,200,000.00
G	Allow for profits and attendance				
<b>TOTAL FOR P. C. AND PROVISIONAL SUMS CARRIED TO SUMMARY</b>					

# GRAND SUMMARY

**GRAND SUMMARY**

ITEM	DESCRIPTION	AMOUNT (KSHS)
1	BILL NO. 1 MAIN WORKS	
2	BILL NO. 2 PROVISIONAL AND P.C SUMS	
3	Provide the Provisional Sum of Kenya Shillings Five Hundred Thousand for Project management fees	<b>500,000.00</b>
<b>TOTAL CONSTRUCTION COSTS FOR THE WORKS</b>		

Signed

TENDERER		
Date		

**SECTION IX: TENDER FORMS**





**A.FORM OF TENDER**

To: RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY

P.O Box 7182-20100

NAKURU

Date.....

Tender No. ....

Tender Name .....

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Insurance Services under this tender in conformity with the said Tender document for the sum of .....  
.....[Total Tender amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the Insurance Medical Cover Services in accordance with the conditions of the tender.
3. We agree to abide by this Tender for a period of .....[number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this..... day of .....2021

[Signature] [In the capacity of].....

Duly authorized to sign tender for and on behalf of \_\_\_\_\_

## Appendix to Tender

### Schedule of Adjustment Data

[In Tables A, B, and C, below, the Tenderer shall (a) indicate its amount of local currency payment, (b) indicate its proposed source and base values of indices for the different foreign currency elements of cost, (c) derive its proposed weightings for local and foreign currency payment, and (d) list the exchange rates used in the currency conversion. In the case of very large and/or complex works contracts, it may be necessary to specify several families of price adjustment formulae corresponding to the different works involved.]

**Table A. Local Currency**

Index code	Index description	Source of index	Base value and date	Tenderer's related currency amount	Range of weighting Proposed by the Procuring Entity	Tenderer's proposed weighting
	Nonadjustable	—	—	—	a: _____ *  b: ----- to ----- *  c: ----- to ----- *  d: ----- to ----- *  e: ----- to ----- *  etc.	a: ___*  b: ___ c: ___  d: ___e:  _____  etc.
<b>Total</b>						<b>1.00</b>

**Table B. Foreign Currency**

**State type:** ..... [If the Tenderer wishes to quote in more than one foreign currency, this table should be repeated for each foreign currency.]

Index code	Index description	Source of index	Base value and date	Tenderer's related source currency in type/ amount	Equivalent in Foreign Currency 1	Range of weighting Proposed by the Procuring Entity	Tenderer's proposed weighting
	Nonadjustable	---	---	---		a: *	a:
						b: ----- to -----*	b:
						c: ----- to -----*	c:
						d: ----- to -----*	d:
						e: ----- to -----*	e:
						etc.	etc.
<b>Total</b>							<b>1.00</b>

**Table C. Summary of Payment Currencies**

For .....[insert name of Section of the Works]

[Separate tables may be required if the various sections of the Works (or of the Bill of Quantities) will have substantially different foreign and local currency requirements.

RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY should insert the names of each Section of the Works.]

Name of payment currency	A Amount of currency	B Rate of exchange local currency per unit of foreign)	C Local currency equivalent $C = A \times B$	D Percentage of Net Tender Price (NBP) $\frac{100 \times C}{NBP}$
Local currency		1.00		
Foreign currency #1				
Foreign currency #2				
Foreign currency #				
Net Tender Price				100.00
Provisional sums expressed in local currency	*	*	*	
<b>TENDER PRICE</b>				

TENDER FORMS

---

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Tenderer: \_\_\_\_\_

Address: \_\_\_\_\_

**B.TENDER-SECURING DECLARATION (MANDATORY)**

Date: *[insert date (as day, month and year)]*

Tender No.: RVIST/BOG/38/ 2020 – 2021

Alternative No.: *[insert identification No if this is a Tender for an alternative]*

To: *RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY*

We, the undersigned, declare that:

We understand that, according to your conditions, Tenders must be supported by a Tender-Securing Declaration.

We accept that we will automatically be suspended from being eligible for Tendering in any contract with RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY for the period of time of *[insert number of months or years]* starting on *[insert date]*, if we are in breach of our obligation(s) under the Tender conditions, because we;

- a) Have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or
- b) Having been notified of the acceptance of our Tender by RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY during the period of Tender validity,
  - (i). Fail or refuse to execute the Contract, if required, or
  - (ii). Fail or refuse to furnish the Performance Security, in accordance with the ITT.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of;

- 1) Our receipt of your notification to us of the name of the successful Tenderer; or
- 2) Thirty days after the expiration of our Tender.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of  
*[insert legal capacity of person signing the Tender Securing Declaration]*

Name: *[insert complete name of person signing the Tender Securing Declaration]*

Duly authorized to sign the Tender for and on behalf of: *[insert complete name of Tenderer]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

Corporate Seal (where appropriate)

### C. Confidential Business Questionnaire

- 1 **Individual Tenderer or Individual Members of joint Ventures**
- 1.1 Constitution or legal status of Tenderer: [*attach copy*]
- Place of registration: [*insert*]
- Principal place of business: [*insert*]
- Power of attorney of signatory of Tender: [*attach*]
- Registration certificate [*attach*] current Business License [*attach*]
- 1.2 Total annual volume of construction work performed in two years, in Kenyan shillings as specified in the Tender Data Sheet; [*insert*]
- 1.3 Work performed as prime Contractor on works of a similar

nature and volume over the last two years or as specified in the Tender Data Sheet in Kenyan Shillings. Also list details of work under way or committed, including expected completion dates.

<b>Project name and country</b>	<b>Name of client and contact person</b>	<b>Contractors Participation</b>	<b>Type of work performed and year of completion</b>	<b>Value of contract</b>
(a)				
(b)				

- 1.4 Major items of Contractor's Equipment proposed for carrying out the works. List all information requested below. Refer also to sub-Clause 12.3 of the Instructions to Tenderers.

<b>Item of equipment</b>	<b>Description, make, and age (years)</b>	<b>Condition (new, good, Poor) and number available</b>	<b>Owned, leased (from whom?) or to be purchased (from whom?)</b>
(a)			
(b)			
(c)			
(d)			



- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to sub-Clause 12.3 of the Instructions to Tenderers and Sub- Clause 10.1 of the General Conditions of Contract.

<b>Position</b>	<b>Name</b>	<b>Years of Experience (general)</b>	<b>Years of experience in proposed position</b>
(a)			
(b)			

- 1.6 Proposed sub-contractor and firms involved. Refer to Clause 7 of General Conditions of Contract.

<b>Sections of the Works</b>	<b>Value of subcontract</b>	<b>Subcontract or (name and address)</b>	<b>Experience in similar work</b>
(a)			
(b)			

- 1.7 Financial reports for the number of years specified in the Tender Data Sheet.
- 1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc.  
List below and attach copies of support documents.
- 1.9 Name, address, and telephone, e-mail address, and facsimile numbers of banks that may provide references if contracted by the Procuring Entity.
- 1.10 Information on current litigation in which the Tenderer is involved.

<b>Other party(ies)</b>	<b>Cause of dispute</b>	<b>Amount involved</b>
(a)		
(b)		

1.11 Statement of compliance with the requirements of sub- Clause 3.2 of the Instructions to Tenderers.

1.12 Proposed Program (work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the Tendering documents.

2. **Joint Ventures** 2.1 The information listed in 1.1 – 1.11 above shall be provided for each partner of the joint venture.

2.2 The information in 1.12 above shall be provided for the joint venture.

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

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

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

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

the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

3. **Additional Requirements** 3.1 Tenderers should provide any additional information required in the **Tender Data Sheet** or to fulfil the requirements of sub-Clauses 12.1 of the Instructions to Tenderers, if applicable.

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**D.INTEGRITY DECLARATION**

**DECLARATION FORM SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT**

**2016**

I,.....  
of P.O.Box ..... being a resident of  
..... in the Republic of **Kenya** do  
hereby make a  
statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of ..... (Insert name of the Company) who is a Bidder in respect of **Tender No.**  
.....for  
..... (Insert tender/Proposal/Quotation title/description) for **RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY** and duly authorized and competent to make this statement.
  
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief.....

(Title)

(Signature)

(Date)

**Bidder Official Stamp /Seal**

**DECLARATION FORM SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE**

I, .....of P. O. Box ..... being a resident of

..... in the Republic of ----- do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of

..... (*Insert name of the Company*) who is a

Bidder in respect of **Tender No.**

..... (Insert Tender

title/description) for **RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY** and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of **RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY** which is the procuring entity.

- 
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of **RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY**.
  4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
  5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

.....

(Title) (Signature) (Date)

Bidder's Official Stamp/Seal.

**E.LETTER OF ACCEPTANCE**

*[Letter head paper of the Procuring Entity]*

DATE:.....

To: *[name and address of the*

*Contractor]*.....

This is to notify you that your Tender dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Contract Data Sheet]* for the Contract Price of the equivalent of *[amount in numbers and works]* *[name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by us.

We confirm that *[insert name proposed by the procuring entity]* to be the Adjudicator.

We accept that *[name proposed by Tenderer]* be appointed as Adjudicator.

Or

We do not accept that *[name proposed by Tenderer]* be appointed as adjudicator, and by sending a copy of this letter of acceptance to *[insert the name of the Appointing Authority]*, we are hereby requesting *[name]*, the Appointing Authority, to appoint the adjudicator in accordance with Clause 44.1 of the Instructions to Tenderers.

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

---

Please return the contract dully signed.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory:\_\_\_\_\_

Name of Agency:\_\_\_\_\_

Attachment: Form of Contract

## F.FORM OF CONTRACT AGREEMENT

This Agreement, made the [day] day of [month], [year] between [name and address of Procuring Entity] (hereinafter called “the Procuring Entity”) and [name and address of Contractor] (hereinafter called “the Contractor”) of the other part.

Whereas RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY is desirous that the Contractor execute [name and identification number of contract] (hereinafter called “the Works”) with the objectives of [insert functional objectives of the works] and RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY has accepted the Tender by the Contractor for the execution and completion of such works and the remedying of any defects therein in the sum of [contract price in words and figures] (hereinafter called “Contract Price”).

### **NOW THIS AGREEMENT WITNESSES 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, and they shall be deemed to form and be read and construed as part of this Agreement;
2. In consideration of the payments to be made by RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY to the Contractor as hereinafter mentioned, the Contractor hereby covenants with RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract;
3. RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein 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

\_\_\_\_\_

In the presence of:

\_\_\_\_\_

Tendering Signature of RIFT VALLEY INSTITUTE  
OF SCIENCE AND  
TECHNOLOGY

\_\_\_\_\_

Binding Signature of Contractor

\_\_\_\_\_

## **SECTION X: FORMS OF SECURITY**

## **A .Tender Security (Bank or Insurance Guarantee)(Optional)**

*[If required, the **Bank or Insurance Company/Tenderer** shall fill in this Guarantee form in accordance with the instructions indicated in brackets.]*

*[insert bank's or insurance company's name, and address of issuing branch or office]*

**Beneficiary:** *[insert name and address of Procuring Entity]*

**Date:** *[insert date]*

**TENDER GUARANTEE No.:** *[insert number]*

We have been informed that *[insert name of the Tenderer; if a joint venture, list complete legal names of partners]* (hereinafter called "the Tenderer") has submitted to you its Tender dated *[insert date]* (hereinafter called "the Tender") for the execution of *[insert name of Contract]* under Invitation for Tenders No. *[insert IFT number]* ("the IFT").

Furthermore, we understand that, according to your conditions, Tenders must be supported by a Tender Guarantee.

At the request of the Tenderer, we *[insert name of bank or insurance company]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures expressed in the currency of the Purchaser's Country or the equivalent amount in an international freely convertible currency]* (*[insert amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the

Tenderer;

- a) Has withdrawn its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender; or
- b) Does not accept the correction of errors in accordance with the Instructions to Tenderers (hereinafter "the ITT") of the IFT; or

c) Having been notified of the acceptance of its Tender by RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY during the period of Tender validity;

(i). Fails or refuses to execute the Contract Form, if required, or

(ii). Fails or refuses to furnish the Performance Security, in accordance with the ITT.

This Guarantee shall expire;

a) If the Tenderer is the successful Tenderer, upon our receipt of copies of the Contract signed by the Tenderer and of the Performance Security issued to you by the Tenderer;  
or

b) If the Tenderer is not the successful Tenderer, upon the earlier of;

(i) Our receipt of a copy of your notification to the Tenderer that the  
Tenderer was unsuccessful, or

(ii) Thirty days after the expiration of the Tenderer's Tender.

Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date.

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*[signature(s) of authorized representative(s) ]*

**B. Performance Bank or Insurance Guarantee [Unconditional]**

[The **Bank or Insurance Company/successful Tenderer** providing the Guarantee shall fill in this form in accordance with the instructions indicated in brackets, if RIFT VALLEY INSTITUTE OF SCIENCE AND TECHNOLOGY requires this type of security.]

*[insert bank's or insurance company's name, and address of issuing branch or office]*

**Beneficiary:** *[insert name and address of Procuring Entity]*

**Date:** *[insert date]*

**PERFORMANCE GUARANTEE No.:** *[insert Performance Guarantee number]*

We have been informed that *[insert name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. *[insert reference number of the Contract]* dated with you, for the execution of *[insert name of Contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Contractor, we *[insert name of Bank or Insurance Company]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures] ([insert amount in words])*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or 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 expire not later than thirty days from the date of issuance of the Taking- Over Certificate.

*[signature(s) of an authorized representative(s) of the Bank or Insurance Company]*

**C.Bank or Insurance Guarantee for Advance Payment**

*[Bank's or Insurance Company's Name and Address of Issuing Branch or Office]*

**Beneficiary:** \_\_\_\_\_ *[Name and Address of Procuring Entity]*

**Date:** \_\_\_\_\_

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_

We have been informed that *[name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. *[reference number of the contract]* dated \_\_\_\_\_ with you, for the execution of *[name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[amount in figures]* ( ) *[amount in words]* is to be made against an advance payment guarantee.

At the request of the Contractor, we *[name of Bank or Insurance Company]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* ( \_\_\_\_\_ ) *[amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in

breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

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

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

Yours truly,

\_\_\_\_\_  
Name of Bank or Insurance Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

S  
ig  
na  
tu  
re

and seal:

Address:

Date:





### SECTION XI: EVALUATION CRITERIA FORM

The tenderer is expected to dully fill general information and stage 4 of this form **General Information**

Tenderers Name: .....
Postal Address: .....
Telephone (Office): .....Mobile.....
Email Address:.....
Physical Address: .....
Website Address.....
Contact Person & Mobile.....

**Evaluation will be done in four stages as follows:** - 1.Determination of responsiveness/Mandatory Requirements

- 2. Technical evaluation
- 3. Financial evaluation

#### **Stage 1: Mandatory Requirements (Preliminary evaluation)**

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

Particulars of eligibility and qualifications documents of evidence required. Copies of:-

- i. Certificate of Registration /Incorporation with Registrar of companies
- ii. Form of Tender- Dully filled signed and stamped
- iii. KRA PIN Certificate
- iv. Valid KRA tax compliance certificate
- v. An Original Tender Security of Ksh.100, 000/- (one hundred thousand only) valid for 120 days from the date of tender opening from a reputable commercial bank in Kenya OR from a reputable insurance company in Kenya. OR A dully filed, signed and Stamped tender Securing Declaration for companies/firms owned by Youth /women/PWD together with a Valid AGPO Certificate from the National treasury.
- vi. Must attach a valid National Construction Authority Practicing license together with NCA registration certification(NCA Class 6 and above - specifically building works)
- vii. Attach a valid (current) copy of trading license for the Year 2019) from respective county government.
- viii.Dully filled and signed and stamped anticorruption Declaration form in the bid document.
- ix. Dully filled and signed and stamped non debarment form in the bid document.
- x. Dully filled ,signed and stamped Confidential Business questionnaire
- xi. Must sequentially serialize all pages of the submitted bid document failure shall lead to automatic disqualification. (From the 1<sup>st</sup> page to the last page including the tender document and the supplier's attachments).

- i) A company shall fulfil all the conditions above in order to proceed to technical evaluation.
- ii) Any company that does not fulfil any of the above conditions shall be disqualified from further evaluation at this stage.

**Stage 2: TECHNICAL EVALUATION STAGE**

- iii) The technical analysis will be allocated **60 marks**.
  - iv) The criteria for technical analysis will be as follows:-

Item	CriterionScore	Total score			
1	Building works (100% complete) {Must attach copies of LPO OR Contracts from the past or current clients together with completion certificate i.e. every of LPO OR Contracts MUST be accompanied with the completion certificate/Handover certificate}. The marks shall be awarded based on the cumulative contact/LPO sum of the attached.	KES 5 – < KES 8 Million	1	12 Marks	
		KES 8 – < KES 11 Million	3		
		KES 11 – < KES 13 Million	5		
		KES 13 - < KES 15 Million	8		
		KES 15 - < KES 18 Million	10		
		KES 18 Million and more	12		
2	Qualified personnel (Attach academic/Professional certificate together with Curriculum Vitae). N/B Any bidder who fails to attach the document shall be awarded zero marks/points	Site Agent – at least Higher National Diploma –Building construction/building Engineering with at least 4 years’ experience	10	30 Marks	
		Contract manager –at least a higher Diploma in Building Engineering/Contract management/Architecture/Quantity Surveying/Civil Engineering with at least 4 years’ experience	10		
		Construction Supervisor- to have at least ordinary Diploma- Building construction/Engineering with at least 4 years’ experience	10		
3	Financial status KES	Financial statement of 2017	2	2Marks	
		Financial statement of 2018	2	2Marks	
		Net yearly operating profit (KES)	Profit	2	2Marks
			Loss	0	0 Marks
		Current Asset base (KES)	0 – < 5m	1	12Marks
5 – < 10m	3				

STD - Small Works - SECTION X: FORMS OF SECURITY

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			10 – < 15m	6	
			15 – < 20m	9	
			20 and over	12	
				<b>Total score</b>	<b>60arks</b>



N/B The cutoff points for technical evaluation stage Shall be 70 % of 60 marks i.e 42v marks and above .All companies that get a score below 42 marks will be disqualified from further evaluation and will not proceed to financial evaluation.

**STAGE 3. FINANCIAL EVALUATION**

i)The bids which have been deemed technically responsive shall be ranked from the lowest to the highest.

**RECOMMENDATION FOR AWARD**

The bid ranked lowest shall be recommended for award if the bid price is within the current prevailing market price for similar works.

**Quoted prices should include VAT and other statutory taxes and duty.No alternative offer will be accepted by the College**

**Stage 4: Declaration (For the Tenderer only)**

The Tenderer is expected to indicate whether he/she **will/will not** accept to be evaluated on the above criteria)

**Q.Will you accept your bid to be evaluated based on the above criteria and abide by them during the entire period of the tender? (Tick appropriately below):**

No:

Yes:

**Official Stamp .....Sign.....**

**SECTION XI: APPLICATION TO PUBLIC PROCUREMENT  
ADMINISTRATIVE REVIEW BOARD**

**FORM RB 1**

**PART I  
FORMS FOR REVIEWS**

**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.....P. O. Box 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.

By this memorandum, the Applicant requests the Board for an order/orders that:

- 1.
- 2.

SIGNED .....(Applicant) Dated on.....day of ...../...20.....

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FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board

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

**SIGNED Board Secretary**



**FORM RB 1**

**PART I  
FORMS FOR REVIEWS**

**REPUBLIC OF KENYA**

**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

REQUEST NO.....OF.....20.....

**BETWEEN**

.....**APPLICANT**

**AND**

.....**RESPONDENT (Procuring Entity)**

TO: 1) .....

(Procuring Entity) 2)

.....(Applicant)

3) ..... (Interested Candidate)

**HEARING NOTICE**

Whereas .....the Applicant herein has instituted a complaint against .....((Procuring Entity) on.....

(Date)           particulars   of   which were set out in a Request For  
Review           served upon you on

.....

You are hereby required to appear on the...day of .....20.....at.....am/pm when the complaint against you will be heard by this Board sitting at .....

If you fail to appear the Applicant may proceed with the complaint and determination by order of the Board may be made in your absence.

Dated on.....day of.....20.....

**Board Secretary**

## PART II

### FEES FOR REVIEWS

1. Administrative fee KES 5,000

2. Upon filing a request for review, the fees payable shall be as follows-

<i>Amount of Tender</i>	<i>Fees</i>
1. <i>Tenders of Ascertainable Value</i>	
(a) Does not exceed KES 2,000,000	10% subject to a minimum of KES 20,000/-
(b) Exceeds KES 2,000,000/- but not over KES 50,000,000/-	The fees for tender sum of KES 2,000,000 plus an additional fee of 0.25% on the amount above KES 2,000,000
(c) Exceeds KES 50,000,000/-	The fees for tender sum of KES. 50,000,000 plus an additional fee of 0.025% on the amount above KES 50,000,000/- subject to a maximum fee of KES 250,000/-
(d) Pre-qualification, EOI and other “	KES 40, 000/-
2. Unquantified Tenders	KES 250,000/-
3. Upon request of an adjournment to a party by the Board.	Maximum amount payable fee shall be KES 20, 000/-
4. Filing a preliminary objection	KES 5, 000/-
5. The Secretary may demand additional fee if the fee paid at the time of filing is less than that ascertained to be chargeable.	

**THE END.**

