



BID DOCUMENT NO: DU/03/2019-2020

FOR

**RENOVATION WORKS AT MAIN KITCHEN AND DINING HALL AT DAYSTAR
UNIVERSITY - ATHI RIVER CAMPUS.**

www.daystar.ac.ke
procurement@daystar.ac.ke

12th AUGUST 2019

Table of Contents

SECTION I: INVITATION TO BID - 3 -

SECTION II: INSTRUCTIONS TO BIDDERS - 4 -

SECTION III: GENERAL CONDITIONS OF CONTRACT..... - 18 -

SECTION IV: SPECIAL CONDITIONS OF CONTRACT - 23 -

SECTION V: DESCRIPTION OF SERVICES/ SPECIFIC TASKS - 25 -

SECTION I - INVITATION TO BID

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P.O. Box 17-90145,
ATHI RIVER.
P.O. Box 44400-00100,
NAIROBI.

Date: 12th August 2019.

BID NO. DU/03/2019-2020: RENOVATION WORKS AT MAIN KITCHEN AND DINING HALL AT DAYSTAR UNIVERSITY - ATHI RIVER CAMPUS.

Daystar University invites sealed bids from eligible candidates for **renovation works at main Kitchen and Dining Hall located at Daystar University - Athi river Campus.**

Eligible candidates can get tender document directly from procurement department vide Email address: *procurement@daystar.ac.ke* or download tender document directly from our website. The price to be charged for the bid document shall be a non-refundable fee of **Kshs.2,000/=** which can be deposited directly to Cooperative Bank , Daystar University **Account No:01120065209800** of Athi River Branch.

Prices quoted shall be net inclusive of all taxes, and delivery costs, must be expressed in Kenya Shillings and shall remain valid for one hundred and twenty (120) days from the closing date of the bid.

Completed bid documents are to be enclosed in plain sealed envelopes, clearly marked with the bid number and name and deposited in the Tender box provided at **Daystar University, Nairobi Campus, off Valley Road, Mwangaza Wing, at Ground Floor**; to be received on or before **27th August, 2019 at 2.00 pm.**

Bids will be opened immediately thereafter in the presence of bidders or their representatives who choose to attend at Daystar University, **Nairobi Campus.**

Bidders are advised to come with original deposit slip when returning bid document to the tender box as a payment evidence indicating clearly bidders name and contact address at the back of the deposit slip

**DEPUTY VICE CHANCELLOR,
FINANCE, ADMINISTRATION & PLANNING**

SECTION II - INSTRUCTIONS TO BIDDERS

2.1 Eligible bidders

- 2.1.1. This Invitation to bid is open to all bidders eligible as described in the instructions to bidders. Successful bidders shall renovate the said facility for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the bid documents.
- 2.1.2. Daystar University's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the bid unless where specially allowed under section 131 of the Act.
- 2.1.3. Bidders shall provide the qualification information statement that the bidder (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by Daystar University to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for bids.
- 2.1.4. Bidders involved in corrupt or fraudulent practices or debarred from participating in procurement opportunities offered by Daystar University shall not be eligible.

2.2 Cost of bidding

- 2.2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and Daystar University, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 2.2.2 The price to be charged for the bid document shall be **Kshs.2,000/=**
- 2.2.3 Daystar University shall allow the bidder to review the bid document free of charge before purchase.

2.3 Contents of bid documents

- 2.3.1. The bid document comprises of the documents listed below and addenda issued in accordance with clause 5 of these instructions to bids
 - i) Instructions to bidders
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Description of Services / Specific Tasks
 - vi) Form of bid

- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Bid security form
- xi) Bills of quantities

2.3.2. The Bidder is expected to examine all instructions, forms, terms, and specifications in the bid documents. Failure to furnish all information required by the bid documents or to submit a bid not substantially responsive to the bid documents in every respect will be at the bidder's risk and may result in the rejection of its bid.

2.4 Clarification of Documents

2.4.1. A prospective candidate making inquiries of the bid document may notify Daystar University in writing or by post, fax or email at the entity's address indicated in the Invitation for bids. Daystar University will respond in writing to any request for clarification of the bid documents, which it receives no later than seven (7) days prior to the deadline for the submission of bids, prescribed by Daystar University. Written copies of the Daystar University's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders who have received the bid documents"

2.4.2. Daystar University shall reply to any clarifications sought by the bidder within 3 days of receiving the request to enable the bidder to make timely submission of its bid

2.5 Amendment of documents

2.5.1. At any time prior to the deadline for submission of bids, Daystar University, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bid documents by issuing an addendum.

2.5.2. All prospective bidders who have obtained the bid documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, Daystar University, at its discretion, may extend the deadline for the submission of bids.

2.6 Language of bid

2.6.1. The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and Daystar University, shall be written in English language. Any printed literature furnished by the bidder may be written in another language provided they are

accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the bid, the English translation shall govern.

2.7 Documents Comprising the Bid

The bid prepared by the bidder shall comprise the following components:

- (a) A Bid Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 & 2.10 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
- (c) Bid security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

2.8 Form of Bid

2.8.1 The bidders shall complete the Form of Bid and the appropriate Price Schedule furnished in the bid documents, indicating the services to be performed.

2.9 Bid Prices

2.9.1 The bidder shall indicate on the Price schedule the unit prices where applicable and total bid prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

2.9.3 Prices quoted by the bidder shall remain fixed during the term of the contract unless otherwise agreed by the parties. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

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

2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

2.9.6 Price variation requests shall be processed by Daystar University within 30 days of receiving the request.

2.10 Bid Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Bidders

2.11 Bidders Eligibility and Qualifications.

2.11.1 Pursuant to Clause 2.1 the bidder shall furnish, as part of its bid, documents establishing the bidders' eligibility to bid and its qualifications to perform the contract if its bid is accepted.

2.11.2 The documentary evidence of the bidders' qualifications to perform the contract if its bid is accepted shall establish to Daystar University's satisfaction that the bidder has the financial and technical capability necessary to perform the contract.

2.12 Bid Security

2.12.1 The bidder shall furnish, as part of its bid, a bid security for the amount and form specified in the Invitation to bid.

2.12.2 The bid security shall be in the amount not exceeding 2 per cent of the bid price.

2.12.2 The bid security is required to protect Daystar University against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.3 The bid security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

- a) A bank guarantee;
- b) Such insurance company guarantee as may be approved by Daystar University;
- c) Letter of credit; or
- d) Bankers cheque

2.12.4 Any bid not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by Daystar University as non-responsive, pursuant to paragraph 2.20.

2.12.5 Unsuccessful bidder's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of bid validity prescribed by Daystar University.

2.12.6 The successful bidder's bid security will be discharged upon the bidder signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.

2.12.7 The bid security may be forfeited:

- (a) If a bidder withdraws its bid during the period of bid validity specified by Daystar University on the Bid Form;

- (b) In the case of a successful bidder, *if* the bidder fails:
 - (i) to sign the contract in accordance with paragraph 30
 - or
 - (ii) to furnish performance security in accordance with paragraph 31.
- (c) If the bidder rejects, correction of an error in the bid.

2.13 Validity of Bids

- 2.13.1 Bids shall remain valid for 120 days or as specified in the invitation to bid after date of bid opening prescribed by Daystar University, pursuant to paragraph 2.18. A bid valid for a shorter period shall be rejected by Daystar University as non-responsive.
- 2.13.2 In exceptional circumstances, Daystar University may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under paragraph 2.12 shall also be suitably extended. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request will not be required nor permitted to modify its bid.

2.14 Format and Signing of Bid

- 2.14.1 The bidder shall prepare two copies of the bid, clearly / marking each "**ORIGINAL BID**" and "**COPY OF BID**," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 2.14.3 The bid shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

2.15 Sealing and Marking of Bids

- 2.15.1 The bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:
 - (a) Be addressed to Daystar University
 - (b) Bear, bid number and name in the invitation to bid and the words: "**DO NOT OPEN BEFORE 27th August 2019 at 2.30 pm**"

- 2.15.2 The inner envelopes shall also indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late”.
- 2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.1, Daystar University will assume no responsibility for the bid’s misplacement or premature opening.

2.16 Deadline for Submission of Bids

- 2.16.1 Bids must be received by Daystar University not later than **27th August 2019 at 2.00pm**
- 2.16.2 Daystar University may, at its discretion, extend this deadline for the submission of bids by amending the bid documents in accordance with paragraph 5, in which case all rights and obligations of Daystar University and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky bids which will not fit in the bid box shall be received by Daystar University as provided for in the appendix.

2.17 Modification and withdrawal of bids

- 2.17.1 The bidder may modify or withdraw its bid after the bid’s submission, provided that written notice of the modification, including substitution or withdrawal of the bids is received by Daystar University prior to the deadline prescribed for the submission of bids.
- 2.17.2 The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked ‘not later’ than the deadline for submission of bids.
- 2.17.3 No bid may be modified after the deadline for submission of bids.
- 2.17.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder’s forfeiture of its bid security, pursuant to paragraph 2.12.7.
- 2.17.5 Daystar University may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 Daystar University shall give prompt notice of the termination to the bidders and on request give its reasons for termination within 14 days of receiving the request from any bidder.

2.18 Opening of Bids

- 2.18.1 Daystar University will open all bids in the presence of bidders' representatives who choose to attend, at **2.30 pm on 27th August 2019** and in the location specified in the invitation to bid. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 2.18.3 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as Daystar University, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 Daystar University will prepare minutes of the bid opening which will be submitted to the bidders that signed the bid opening register and will have made the request.

2.19 Clarification of bids

- 2.19.1 To assist in the examination, evaluation and comparison of bids Daystar University may at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.
- 2.19.2 Any effort by the bidder to influence Daystar University in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bidders bid.

2.20 Preliminary Examination and Responsiveness

- 2.20.1 Daystar University will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the bids are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price 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. If the candidate does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 Daystar University may waive any minor informality or nonconformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.22, Daystar University will determine the substantial responsiveness of each bid to the bid documents. For purposes of these paragraphs, a substantially responsive bid is one which conforms to all the terms and conditions of the bid documents without material deviations. Daystar University's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 2.20.5 If a bid is not substantially responsive, it will be rejected by Daystar University and may not subsequently be made responsive by the bidder by correction of the nonconformity.

2.21 Conversion to a single currency

2.21.1 Where other currencies are used, Daystar University will convert those currencies to Kenya shillings using the selling exchange rate on the date of bid closing provided by the central bank of Kenya.

2.22 Evaluation and comparison of bids.

2.22.1 Daystar University will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to paragraph 2.20.

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 Daystar University's evaluation of a bid will take into account, in addition to the bid price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

- (a) Operational plan proposed in the bid;
- (b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 2.22.3 the following evaluation methods will be applied:

(a) ***Operational Plan.***

Daystar University requires that the works under the Invitation for Bids shall be performed at the time specified in the Schedule of Requirements. Bids offering to perform outside the set delivery times will be treated as non-responsive and rejected.

(b) ***Deviation in payment schedule.***

Bidders shall state their bid price for the payment on a schedule outlined in the special conditions of contract. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. Daystar University may consider the alternative payment schedule offered by the selected bidder.

2.22.5 The bid evaluation committee shall evaluate the bid within 15 days from the date of opening the bid.

2.22.6 To qualify for contract awards, the bidder shall have the following:-

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement

- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in procurement opportunities offered by Daystar University.

2.23. Contacting Daystar University

2.23.1 Subject to paragraph 2.19, no bidder shall contact Daystar University on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded.

2.23.2 Any effort by a bidder to influence Daystar University in its decisions on bid evaluation, bid comparison or contract award may result in the rejection of the bidders bid.

2.24 Award of Contract

a) Post qualification

2.24.1 In the absence of pre-qualification, Daystar University will determine to its satisfaction whether the bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted by the bidder, pursuant to paragraph 2.1.2, as well as such other information as Daystar University deems necessary and appropriate.

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the Bidder's bid, in which event Daystar University will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

b) Award Criteria

2.24.4 Subject to paragraph 2.22, Daystar University will award the tender to the successful bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

2.24.5 Daystar University reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for Daystar University's action. If Daystar University determines that none of the bidders is responsive; Daystar University shall notify each bidder who submitted a bid.

2.24.6 A bidder who gives false information in the bid document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future procurement opportunities offered by Daystar University.

2.25 Notification of award

- 2.25.1 Prior to the expiration of the period of bid validity, Daystar University will notify the successful bidder in writing that its bid has been accepted.
- 2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the bidder and Daystar University pursuant to clause 2.26. Simultaneously the other bidders shall be notified that their bids have not been successful.
- 2.25.3 Upon the successful Bidder's furnishing of the performance security pursuant to paragraph 2.27, Daystar University will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to paragraph 2.12.

2.26 Signing of Contract

- 2.26.1 At the same time as Daystar University notifies the successful bidder that its bid has been accepted, Daystar University will simultaneously inform the other bidders that their bids have not been successful.
- 2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to Daystar University.
- 2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.27 Performance Security

- 2.27.1 Within thirty (30) days of the receipt of notification of award from Daystar University, the successful bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bid documents, or in another form acceptable to Daystar University.
- 2.27.2 Failure of the successful bidder to comply with the requirement of paragraph 2.26 or paragraph 2.27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event Daystar University may make the award to the next lowest evaluated or call for new bids.

2.28 Corrupt or Fraudulent Practices

- 2.28.1 Daystar University being a Christian University requires that bidders observe the highest standard of ethics during the procurement process and execution of contracts. A bidder shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.28.2 Daystar University will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

2.28.3 Further, a bidder who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in procurement opportunities offered by Daystar University.

APPENDIX TO INSTRUCTIONS TO THE BIDDERS

The following information for procurement of services shall complement or amend the provisions of the instructions to bidders. Wherever there is a conflict between the provisions of the instructions to bidders and the provisions of the appendix, herein shall prevail over those of the instructions to bidders

Instructions to bidder	Particulars of appendix to instructions to bidders
2.1	Particulars of eligible bidders: Registered Construction Company
2.22	Price to be charged for bid documents. Kshs: 2,000
2.10	Particulars of other currencies allowed. Not Applicable
2.11	Particulars of eligibility and qualifications documents of evidence required. According to clause 2.22
2.12.2	Particulars of bid security if applicable. Kshs 110,000
2.12.3	Form of Bid Security: bank guarantee, insurance guarantee, banker's cheque, letter of credit.
2.13	Validity of Bids: Bids shall remain valid for 120 days from the closing date of the bid.
2.16.3	Bulky bids which do not fit in the bid box shall be delivered to the Procurement office located at Daystar University, Nairobi Campus.

2.22 Evaluation Criteria

The following requirements must be met by the bidder notwithstanding other requirements in the bid document:-

a) Mandatory requirements (MR)

No.	Requirements	Responsive or Not Responsive	
MR1	A copy of certificate of Registration/Incorporation		
MR2	A copy of Valid Tax Compliance certificate		
MR3	List of all equipment that will facilitate performance of the assignment. Documentary evidence of ownership must be provided		
MR4	Must submit audited financial statements with a turnover of not less than Kshs 10 million per annum for the latest financial year, i.e. calendar year 2017-2018 or equivalent		
MR5	Must provide certified bank statements valid for the last 6 months before the date of tender opening		
MR6	Must provide registration of any of the building and construction professional body.		
MR7	Must provide a copy of the site visit where renovation works are required		
		Yes	No
MR8	Any past or and current litigation history of the bidder, the parties concerned and nature of the disputes		
MR9	Does Daystar University have authority to seek reference from the bidder's bank and other reference?		

Technical Scores (T.S)

Technical evaluation will carry total of 100%

NO	Evaluation attribute	Scores	Max Score
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T.S 1 (a)	<i>Experience:</i> No of years' in building & construction and related works.	Each year of operation @ 5 marks, Maximum points = 20	20
T.S 1 (b)	<i>Experience:</i> Provide at least 3 client references to which the Company has offered similar construction works. The relevant contracts and/or purchase orders must be attached indicating the total contract cost. Bidders must also fill in the standard form for client references. <i>Bidders must complete the Bidder's experience</i>	Each Client provided (maximum of 3 such clients)@ 3 marks,(Total: 9mks) Value of contract: Above Kshs:10 Million (6Marks) Below 10 million (3marks) Maximum points = 15	15

Instructions to bidders	Particulars of appendix to instructions to				
		<i>requirements form provided in the tender document</i>			
	T.S. 2	Resources: Company and Staff Profile Managerial and Key Personnel Competency Profile Provide details of any relevant academic qualifications, certifications and/or accreditations of the Construction Engineers, supervisors and other technical staff and attach copies of such certification. Such certification		5 5 5	

	T.S. 3	Resources: Provide list of all major and high value equipment and vehicles owned (attach evidence of ownership either in terms of lease agreements, receipts, e.t.c.)	<ul style="list-style-type: none"> • Above 20 different types of equipment-20 marks • Between 10-19 different types of equipment-10 marks • Below 9 different types of equipment- 5 marks 	20
	T.S. 4	Human Resources: Provide evidence of capacity to provide adequate labor for the assignment	<ul style="list-style-type: none"> • Above 20 employees available- 10 marks • Between 10- 20 employees available-10 marks • Below 10 employees available- 5 marks 	20
	T.S. 5	Legal Requirements: Provide evidence that the minimum wage rate has been met or exceeded (attach pay roll for the last 3 months)	<ul style="list-style-type: none"> • Wages exceeding 11% of the minimum wage rate- 10 marks • Wages 6-10% above minimum wage rate-5 marks • Wages between 1%-5% above minimum wage rate-2 marks • Any bidder paying its workers below minimum 	10

2.24.4	<p>Award Criteria:</p> <p>Award will be made to the lowest evaluated bidder we meet both financial and technical evaluation.</p>

SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

In this contract the following terms shall be interpreted as indicated:

- a) “The contract” means the agreement entered into between Daystar University and the bidder as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the bidder under the Contract for the full and proper performance of its contractual obligations.
- c) “The services” means services to be provided by the contractor including materials and incidentals which the bidder is required to provide to Daystar University under the Contract.
- d) “Daystar University” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

3.2. Application

3.2.1. These General Conditions shall apply to the extent that they are not super-ceded by provisions of other part of contract.

3.3. Standards

3.3.1. The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

3.4. Patent Right’s

3.4.1. The bidder shall indemnify Daystar University against all third-party claims of

Infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

3.5. Performance Security

- 3.5.1. After testing and commissioning of works and service performed by the service provider, Daystar University shall retain 10% of the contract value as specified in special conditions of contract at the time of payment to cater for **6 months defect liability period**.
- 3.5.2. The performance retention security shall be retained by Daystar University as compensation for any loss or defects resulting from the Bidder's failure to complete its obligations under the Contract.
- 3.5.3. The performance security will be discharged by Daystar University and returned to the candidate not later than thirty (30) days after the expiry of one-year defect liability period under the contract.

3.6. Inspections and Tests

- 3.6.1. Daystar University or its representative shall have the right to inspect the works and services to confirm their conformity to the Contract specifications. Daystar University shall notify the bidder in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.6.2. The inspections and tests may be conducted on the premises of the bidder or its subcontractor(s). If conducted on the premises of the bidder or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to Daystar University.
- 3.6.3. Should any inspected or tested services fail to conform to the Specifications, Daystar University may reject the services, and the bidder shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to Daystar University.
- 3.6.4. Nothing in paragraph 3.6 shall in any way release the bidder from any warranty or other obligations under this Contract.

3.7. Payment

- 3.7.1. The method and conditions of payment to be made to the bidder under this Contract shall be specified in SCC

3.8. Prices

- 3.8.1. Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the bidder in its bid or in Daystar University's request for bid validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.9. Assignment

- 3.9.1. The bidder shall not assign, in whole or in part, its obligations to perform under this contract, except with Daystar University's prior written consent.

3.10. Termination for Default

- 3.10.1. Daystar University may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the bidder, terminate this Contract in whole or in part:

- a) If the bidder fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by Daystar University.
- b) If the bidder fails to perform any other obligation(s) under the Contract.
- c) If the bidder, in the judgment of Daystar University has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

- 3.10.2. In the event Daystar University terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the bidder shall be liable to Daystar University for any excess costs for such similar services.

3.11. Termination of insolvency

- 3.11.1. Daystar University may at any time terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to Daystar University.

3.12. Termination for convenience

- 3.12.1. Daystar University by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for Daystar University convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

- 3.12.2. For the remaining part of the contract after termination Daystar University may elect to

cancel the services and pay to the contractor on agreed amount for partially completed services.

3.13. Resolution of disputes

3.13.1 Daystar University's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

3.13.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.14 Governing Language

3.14.1 The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

3.15 Liquidated damages

3.15.1 If the bidder fails to deliver any or all of the services within the period(s) specified in the contract and Service Level Agreement (SLA), Daystar University shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed or undelivered services up to a maximum deduction of 10% of the delayed or undelivered services goods. After this, Daystar University may consider termination of the contract.

3.16 Force Majeure

3.16.1 The contractor shall not be liable *for* forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.16 Applicable Law.

3.16.1 The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC.

3.17 Notices

3.17.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by E-mail and confirmed in writing to the other party's address specified in the SCC.

3.17.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract

General conditions of contract reference	Special conditions of contract
3.5	Specify performance security if applicable: 10% of the contract value is retained at the time of payment until the expiry of six months defect liability period under the contract.
3.6	Inspection and tests: Daystar University shall use a variety of scheduled and unscheduled methods to evaluate the bidder's performance
3.7	Specify method payments. The Company will be paid within 30 days after presentation of an invoice.
3.8	Specify price adjustments allowed. No price adjustments shall be allowed for the initial 12 months of the contract period.
3.10	Termination for Default: Daystar University shall not give any written notice
3.11	Termination for Insolvency: Daystar University shall not give any written notice.
3.12	Termination for Convenience; Either party shall give three (3) months prior written notice.

- 3.13 **Specify resolution of disputes.** The first attempt at dispute resolution will involve informal or formal negotiation or mediation as an alternative dispute resolution (ADR) mechanism. If it fails, the disputes will be settled through Arbitration through an arbitrator selected in agreement by both parties. Where parties fail to agree on the Arbitrator, the Chairman of the Chartered Institute of Arbitrators (Kenya Chapter) shall appoint the Arbitrator on application by either party
- 3.15 **Liquidated damages:** The period defined for non- performance of services leading to liquidated damages shall be provided for in the Service Level Agreement (SLA)
- 3.16 **Specify applicable law.** Laws of Kenya
- 3.17 Indicate addresses of both parties.
Client: Daystar University
Nairobi Campus, Off Valley Road
P. O. Box 44400-00100 Nairobi,
Kenya
Bidder's Address:

SECTION V DESCRIPTION OF SERVICES/ SPECIFIC WORKS

1. Introduction

2. Scope of Work and Obligations

2.1. Scope of Work

- a) In general, the scope of work consist of the supply of materials and renovation works, at the main Kitchen and Dining Hall buildings located at Daystar University - Athi River Campus.
- b) **The Bill of Quantities for the said renovation works is indicated below and also attached for your reference.**

BQ FOR RENOVATION WORK AT MAIN KITCHEN AND DINING HALL LOCATED AT DAYSTAR UNIVERSITY, ATHI RIVER CAMPUS.

ITEM	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL
1	<u>EXTERNAL FACADE</u>				
a.)	Repaint green panels under windows	60	Sm		
b.)	Ditto to ring beams	175	Sm		
c.)	Wire brush external walls	130	Sm		
d.)	Repair,reglaze and repaint metal doors	19	No.		
2	<u>WINDOWS</u>				
a.)	Replace damaged louvre frames and missing lower item				
b.)	Repaint windows	242	Sm		
c.)	Repaint fascia board	78	Lm		
d.)	Repaint walls internally	89	Sm		
3	<u>DRAINAGE</u>				
a.)	Clear blocked drains	Item			
b.)	Repair as necessary	Item			
c.)	Refix/replace missing gratings	Item			
4	<u>RETAINING WALLS</u>				
a.)	Repair as necessary	Item			
5	<u>SLABS</u>				
a.)	Remove, make good and relay slabs,	154	No.		
b.)	Replace broken slabs	30	No.		

6	<u>DINING AREAS</u>				
a.)	Paint walls internally	485	Sm		
b.)	Paint ceiling	525	Sm		
c.)	Replace whb and fittings	4	No.		
d.)	Clean up floor and repair where needed	Item			
e.)	Replace trap door	1	No.		
f.)	Replace damaged ceiling boards	20	No.		
g.)	Repair cracked in terrazzo	Item			
h.)	Repaint exposed wall surfaces	Item			
i.)	Remove drinking water tank and reset externally with the whb tap and drain	Item			
j.)	Paint Purlins and beams	422	LM		
7	<u>ELECTRICS/PLUMBING</u>				
a.)	Attend to wiring, sockets and switches	Item			
b.)	Attend to plumbing, gate valves,etc	Item			
c.)	Replace single fluorescent light fittings	169	No.		
8	<u>OTHERS</u>				
a.)	Clean up terrazzo in kitchen	Item			
b.)	Replace missing shelving	Item			
c.)	Repaint shelves	50	Sm		
d.)	Repair cracks in terrazzo	Item			
e.)	Repaint grills	60	Sm		
9	<u>KITCHEN</u>				
a.)	Replace missing white tiles	102	Sm		
b.)	Remove terrazzo sinks, repair area	Item			
c.)	Replace taps	15	No.		
d.)	Repair drainage	Item			
e.)	Build service worktop in block walling and reinforce concrete slab	Item			
f.)	Granite worktop	9	Lm		
g.)	Replace shelving	30	Sm		
h.)	Replace double bowl double drainer sink	2	No.		
i.)	Clean drainage	Item			
j.)	Repair worn out granito	Item			
k.)	Replace fascia	3	M		
l.)	Remove boilers and make good	Item			
m.)	Repaint ceiling	225	Cm		

n.)	Repair walls	240	Sm		
10	<u>OFFICES AND CORRIDOR</u>				
a.)	Replace spoilt ceiling	3	pcs		
b.)	Repaint ceiling	75	Sm		
c.)	Repaint walls	208	Sm		
d.)	Replace translucent sheets	6	No.		
e.)	Replace locks	10	No.		
	<u>OFFICES</u>				
a.)	Repair walls	220	Sm		
b.)	Replace Floor tiles	36	Sm		
c.)	Varnish ceiling	Item			
12	<u>BATHROOM/TOILETS</u>				
a.)	Replace doors	6	No		
b.)	Tile to floors	44	Sm		
c.)	Rebuild to cupboards	Item			
d.)	Replace whb	8	No		
e.)	Repaint walls	268	Sm		
f.)	Repaint ceiling	48	Sm		
g.)	Replace urinal	2	No		
13	<u>REAR YARD</u>				
a.)	Repaint fascia	100	Lm		
b.)	Repair cabro	Item			
c.)	Replace manhole covers	2	No		
d.)	Repair lamp	Item			
e.)	Repaint splash	Item			
f.)	Remove heaters and repair area	2	No		
g.)	Repaint external gate	Item			
h.)	Brush walls	42	Sm		
14	<u>PUMP SHELTER</u>				
a.)	Paint walls	78	Sm		
b.)	Clean terrazzo	42	Sm		
c.)	Minor repairs				
15	<u>YARD OFFICE</u>				
a.)	Repair ceiling	2	Pcs		
b.)	Paint ceiling	42	Sm		

c.)	Paint walls	206	Sm		
16	<u>GRILLED COOK AREA AT THE REAR</u>				
a.)	Paint wiremesh	51	Sm		
b.)	Paint sheets	15	Sm		
c.)	Redo wall tiles	100	Sm		
d.)	Clan walls	Item			
17	<u>STORE</u>				
a.)	Paint walls	238	Sm		
b.)	Paint ceiling	120	Sm		
c.)	Minor repairs	Item			
18	CART AWAY DEBRIS	Item			
	TOTALS FOR KITCHEN/DINING				
	16% VAT				
	GRAND TOTAL				

1.1. Obligations of Daystar University

Daystar University shall provide the Contractor with the following:

- a) Adequate working space
- b) Electricity for testing when necessary
- c) University Service and Security Personnel to direct the bidders to University facilities where renovations are required.

1.1.1. Daystar University does not undertake to purchase any equipment required for the operation

1.1.2. The Service Provider shall be required to visit the site to confirm the list of equipment that Daystar University shall require.

1.2. Obligations of the Service Provider to the University

The Service provider shall undertake the following, besides carrying out all obligations as stipulated in the contract

- a. Provide all equipment necessary for service and works performance
- b. Provide a description of the work plan (all activities involved in carrying out the

- works).
- c. Alert University Services on any danger or safety related issues at the time when service provider is on site.
 - d. Ensure that Daystar University's equipment are well maintained and in good condition. In the event of breakdown of Daystar University's equipment due to negligence, the Service Provider shall replace the equipment at own cost.
 - e. Should be committed in provision of the services and works required within the stipulated time frame.

1.3. Service Provider's Personnel

- a. The Service Provider shall provide fully qualified and experienced personnel to carry out the services.
- b. All Personnel shall be fluent in English and Kiswahili.
- c. The personnel shall be citizens of Kenya **or** possess a valid Kenya Alien Registration and Work Permit.

SECTION VI- STANDARD FORMS

Notes on the standard Forms

1. **Form of Bid** - The form of Bid must be completed by the bidder and submitted with the bid documents. It must also be duly signed by duly authorized representatives of the bidder.
2. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the bid.
3. **Contract Form** - The contract form shall **not** be completed by the bidder at the time of submitting the bid. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** - This form must be completed by the bidder and submitted with the bid documents.
5. **Experience Form** - The Experience form must similarly be completed and submitted with the bid.

1. FORM OF TENDER

Date _____

Bid No.: **DU/03/2019-2020**

To: **Deputy Vice Chancellor, Finance & Administration,**

**P. O. Box 44400-00100,
Nairobi, Kenya.**

Gentlemen and/or Ladies:

1. Having examined the bid documents including Addenda Nos. [],
of which is hereby duly acknowledged, we, the undersigned, offer to provide.

Supply of materials and renovation works at the main kitchen and dining hall buildings located at Daystar University - Athi River Campus.

NOTE: The tenderer should indicate the costs that are necessary to meet the requirements of Daystar University; the price quotation shall include inter alia direct and indirect wages, overheads, cost of transport, cost materials, VAT and all other applicable taxes.

[**KSHS**

_____]

TOTAL Inclusive 16%VAT

Note: Bidders are required to fill in the sums for the particular bid for

or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

2. We undertake, if our Bid is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.

3. We agree to abide by this Bid for a period of 120 days from the date fixed for bid opening of the Instructions to bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 2019

[signature] *[in the In capacity of]*

Duly authorized to sign bid for and on
behalf of

2. CONTRACT FORM

THIS AGREEMENT made the ___ day of ____ 20___ between.....[name of procurement entity] of[country of Procurement entity](hereinafter called “Daystar University”) of the one part and[name of bidder] of[city and country of bidder](hereinafter called “the bidder”) of the other part.

WHEREAS Daystar University invited bids for renovation works. Viz.....[brief description of materials and spares] and has accepted a bid by the bidder for the supply of those materials and spares in the sum of[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) Daystar University’s Notification of Award.
3. In consideration of the payments to be made by Daystar University to the bidder as hereinafter mentioned, the bidder hereby covenants with Daystar University to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. Daystar University hereby covenants to pay the bidder in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for Daystar University)

Signed, sealed, delivered by _____ the _____ (for the bidder)

in the presence of _____.

4. CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.

You are advised that it is a serious offence to give false information on this form.

<p>Part 1 General</p> <p>Business Name.....</p> <p>Location of Business Premises</p> <p>Plot No, .....Street/Road.....</p> <p>Postal address Tel No.</p> <p>Fax Email.....</p> <p>Nature of Business</p> <p>Registration Certificate No.</p>
--

Maximum value of business which you can handle at any one time – Kshs.....

Name of your bankers.....

Branch.....

	Part 2 (a) – Sole Proprietor			
	Your name in full.....Age.....			
	Nationality.....Country of Origin.....			
	Citizenship details			
	Part 2 (b) – Partnership			
	Given details of partners as follows			
	Name	Nationality	Citizenship details	Shares
	1. ....	.....	.....	.....
	2. ....	.....	.....	.....
	3. ....	.....	.....	.....
	4. ....	.....	.....	.....

Part 2 (c) – Registered Company

Private or Public

State the nominal and issued capital of company

Nominal Kshs.

Issued Kshs.

Given details of all directors as follows

Name	Nationality	Citizenship details	Shares
1.			
2.			
3.			

Date.....Signature of Candidate.....

5. BIDDER'S EXPERIENCE REQUIREMENTS / FORM

Potential suppliers are required to submit details of at least five (5 No.) Organization where they have undertaken similar services in the format given below.

No.	Contact Information	Details
1	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
2	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
3	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
4	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
5	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	

The prospective bidders must ensure that they have provided reference letters for **ALL** the above organizations.

6. SITE VISIT

SITE VISIT CERTIFICATE

(The bidder /Contractor must carry a copy of the site visit certificate and have it signed and stamped by the Daystar Representative at Athi River Campus)

Contact person at Athi River Campus is Bonventure Natoh 0718116355

Date _____

Tender No. DU/03/2019-2020

To: **THE DEPUTY VICE CHANCELLOR, F & AP
DAYSTAR UNIVERSITY,
P. O. Box 44400-
00100 NAIROBI,
KENYA**

This is to certify that

_____ of _____

(Name of Bidder)

(Address)

Visited Daystar University, Athi River Campus and has been shown the sites where the renovation work is required.

Daystar University's Representative:

Name _____ Signature _____ Date _____

Official Stamp:

Contractor's Representative:

Name _____ Signature _____ Date _____

Official Stamp: