****

**JARAMOGI OGINGA ODINGA UNIVERSITY**

**OF SCIENCE AND TECHNOLOGY**

**TENDER DOCUMENT**

**FOR**

**SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF TEACHING, LABORATORY EQUIPMENT & APPARATUS.**

**TENDER NO. JOOUST/WB/ONT/001/2018-2019**

**CLOSING DATE: 20TH NOVEMBER AT 10.00AM**

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**SECTION I – INVITATION TO TENDER**

**Tender No: JOOUST /WB/ONT/001/2017-2018**

**Date: 5th November 2018**

**Tender Name: Supply, Delivery, Installation & Commissioning of Teaching, Laboratory Equipment & Apparatus.**

1.1 Jaramogi Oginga Odinga University Of Science & Technology invites sealed tenders from eligible candidates for **Supply, Delivery, Installation & Commissioning of Teaching , Laboratory Equipment & Apparatus.**

* 1. Interested eligible candidates may obtain further information and inspect the tender documents at Procurement Department, Main Campus during normal working hours, or from JOOUST website: [www.jooust.ac.ke](http://www.jooust.ac.ke).
  2. Those who have downloaded the bid document from JOOUST website under procurement activities should inform the Procurement Department in writing to the email address [tenders@jooust.ac.ke](mailto:tenders@jooust.ac.ke)./proc@jooust.ac.ke
  3. A complete tender document may be obtained from the JOOUST website: [www.jooust.ac.ke](http://www.jooust.ac.ke). Hard copies may be obtained from Procurement Department Main Campus upon payment of a non-refundable fee of KES: 1,000.00 (Kenya Shillings One Thousand only) deposited to KCB JOOUST Main A/C no. 11113046066 and receipted at cash office Main Campus.
  4. Prices quoted should be net inclusive of all taxes, and delivery costs to Main Campus Central stores, must be in Kenya Shillings and shall remain valid for (120) days from the closing date of the tender.
  5. Duly filled tender documents in plain sealed envelopes, clearly marked with tender number, tender description and bearing no indication of the applicant, clearly */* marking each “ORIGINAL TENDER” and “COPY OF TENDER,” should be deposited in the Tender Box provided at Procurement Office , MAIN Campus or be addressed and posted to:

**VICE CHANCELLOR**

**JARAMOGI OGINGA ODINGA UNIVERSITY OF SCIENCE AND TECHNOLOGY**

**P.O Box 210-40600 BONDO**

So as to reach the University **NOT LATER THAN 10:00 a.m**. on **Tuesday 20th November, 2018**

1.7 Tender documents will be opened immediately thereafter at EACII, Main Campus in the presence of the candidates or their representatives who choose to attend.

1.8 **ALL PAGES IN THE BID DOCUMENT MUST BE SERIALIZED FAILURE TO WHICH SHALL LEAD TO DISQUALIFICATION.**

**VICE CHANCELLOR**

#### SECTION II - INSTRUCTIONS TO TENDERERS

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* 1. **Eligible Tenderers**
     1. This invitation for tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall be contracted for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the schedule of requirements.
     2. The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
     3. Tenderers shall provide the qualification statement that the tenderer (including all members of a joint venture and subcontractors), is not associated, or have been associated in the past, directly or indirectly, with the firm or any of its officials which have been engaged by the procuring entity to provide consulting services for the preparation of the design specifications and other documents to be used for the purpose of this invitation to tender.
     4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

**2.2** C**ost of Tendering**

* + 1. The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process
    2. The price to be charged for the tender document shall not exceed Kshs.1,000/=
    3. The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

**2.3** **Contents of Tender Documents**

* + 1. The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.7 of these instructions to tenderers.

1. Instructions to tenderers
2. General Conditions of Contract
3. Special Conditions of Contract
4. Schedule of particulars of tender
5. Form of Tender
6. Price Schedules
7. Contract Form
8. Confidential Business Questionnaire Form
9. Tender security Form
10. Performance security Form
11. Authorization Form
12. Declaration form
13. Request for Review Form

2.3.2 The Tenderer is expected to examine all instructions, forms, terms and particulars in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

**2.4** **Clarification of tender Documents**

* + 1. A prospective tenderer making inquiry on the tender documents may notify the Procuring entity by post, fax or by email at the procuring entity’s address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.
    2. The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

**2.5** **Amendment of tender Documents**

* + 1. At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum amendment.
    2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
    3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.
  1. **Language of Tenders**
     1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer 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 tender, the English translation shall govern.

**2.7.** **Documents Comprising the Tender**

2.7.1 The tender prepared by the tenderer shall comprise the following components:

* 1. a Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
  2. documentary evidence established in accordance with paragraph 2.12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
  3. tender security furnished in accordance with paragraph 2.12

**2.8.** **Form of Tender**

2.8.1 The tenderer shall complete the Form of Tender and the Price Schedules furnished in the tender documents, indicating the particulars of the tender.

**2.9.** **Tender Prices**

* + 1. The tenderer shall indicate on the Price Schedules the unit prices and total tender price of the particular of tender under the contract.
    2. Prices indicated on the Price Schedule shall be the amounts to be paid by the tenderer to the procuring entity for the particulars of the tender under the contract.
    3. Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

**2.10**. **Tender Currencies**

* + 1. Prices shall be quoted in Kenya Shillings unless otherwise stated in the appendix.

**2.11.** **Tenderers Eligibility and Qualifications**

* + 1. Pursuant to paragraph 2.1.1 and 2.1.2 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it’s tender is accepted.
    2. The documentary evidence of the Tenderer’s qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity’s satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

**2.12.** **Tender Security**

* + 1. The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.
    2. The tender security shall be in the amount of **2 per cent** of the tender price
    3. The tender security is required to protect the Procuring entity against the risk of Tenderer’s conduct which would warrant the security’s forfeiture, pursuant to paragraph 2.12.7.
    4. The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for **thirty (30) days** beyond the validity of the tender.
    5. The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of

1. A bank guarantee.
2. Cash.
3. Such insurance guarantee approved by the Authority.
4. Letter of credit.
   * 1. Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5
     2. Unsuccessful Tenderer’s tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity
     3. The successful Tenderer’s tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30
     4. The tender security may be forfeited:
5. if a tenderer withdraws its tender during the period of tender validity
6. in the case of a successful tenderer, if the tenderer fails:
   1. to sign the contract in accordance with paragraph 2.29 or
   2. to furnish performance security in accordance with paragraph 2.30
7. If the tenderer rejects a correction of an arithmetic error in the tender.

**2.13.** **Validity of Tenders**

* + 1. Tenders shall remain valid for 90 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
    2. In exceptional circumstances, the Procuring entity may solicit the Tenderer’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

**2.14.** **Format and Signing of Tenders**

2.14.1 The tenderer shall prepare an original and a copy of the tender, clearly marking each “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate. In the event of any discrepancy between them, the original shall govern.

* + 1. The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.
    2. The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

**2.15** **Sealing and Marking of Tenders**

* + 1. The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL TENDER” and “COPY OF TENDER”. The envelopes shall then be sealed in an outer envelope.
    2. The inner and outer envelopes shall:

1. be addressed to the Procuring entity at the address given in the Invitation to Tender

bear tender number and name in the Invitation to Tender and the words, “DO NOT OPEN BEFORE **Tuesday,20th November 2018 at 10:00a.m**

* + 1. The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.
    2. If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

**2.16.** **Deadline for Submission of Tenders**

* + 1. Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2.
    2. The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
    3. Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

**2.17.** **Modification and Withdrawal of Tenders**

2.17.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.

* + 1. The Tenderer’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 fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
    2. No tender may be modified after the deadline for submission of tenders.
    3. No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.12.7.

**2.18.** **Opening of Tenders**

* + 1. The Procuring entity will open all tenders in the presence of tenderers’ representatives who choose to attend, at JOOUST Main Campus and in the location specified in the Invitation of tender. The tenderers’ representatives who are present shall sign a register evidencing their attendance
    2. The tender’s names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
    3. The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

**2.19 Clarification of Tenders**

2.19.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity’s tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers’ tender.

**2.20** **Preliminary Examination and Responsiveness**

2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

* + 1. 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 tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail
    2. The Procuring entity may waive any minor informality or non-conformity 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.
    3. Prior to the detailed evaluation, pursuant to paragraph 2.20, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the Procuring entity’s determination of a tender’s responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
    4. If a tender is not substantially responsive, it will be rejected by the procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

**2.21. Conversion to single currency**

2.21.1 Where other currencies are used, the Procuring entity will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

**2.22.** **Evaluation and Comparison of Tenders**

2.22.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The Procuring entity’s evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

(a) Operational plan proposed in the tender;

(b) Deviations in payment schedule from that specified in the Special Conditions of Contract

* + 1. Pursuant to paragraph 2.22.2. the following evaluation methods will be applied.

(a) Operational Plan

1. The Procuring entity requires that the services under the

Invitation for Tenders shall be performed at the time

specified in the Schedule of Requirements. Tenderers

offering to perform longer than the procuring entity’s

required delivery time will be treated as non-responsive

and rejected.

(b) Deviation in payment schedule

1. Tenderers shall state their tender price for the payment on

schedule outlined in the special conditions of contract.

Tenders will be evaluated on the basis of this base price.

Tenderers are, however, permitted to state an alternative

payment scheduled and indicate the reduction in tender

price they wish to offer for such alternative payment

schedule. The Procuring entity may consider the

alternative payment schedule offered by the selected

tenderer.

* + 1. Preference where allowed in the evaluation of tenders shall not exceed 15%.
    2. The evaluation committee shall evaluate the tenders within 30days from the date of opening the tender.

2.23. **Contacting the Procuring entity**

2.23.1 Subject to paragraph 2.19 no tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers’ tender.

**2.24** **Post-qualification**

2.24.1 The Procuring entity will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the highest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as the Procuring entity deems necessary and appropriate

2.24.3 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 the Procuring entity will proceed to the next highest evaluated tender to make a similar determination of that Tenderer’s capabilities to perform satisfactorily.

**2.25 Award Criteria**

2.25.1 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

* + 1. To qualify for contract awards, the tenderer shall have the following:-
  1. Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
  2. Legal capacity to enter into a contract for procurement
  3. 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.
  4. Shall not be debarred from participating in public procurement.

**2.26.** **Procuring entity’s right to accept or reject any or all tenders**

2.26.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity’s action. If the Procuring entity determines that none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

* + 1. The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
    2. A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

**2.27** **Notification of Award**

2.27.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.27.2 The notification of award will constitute the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the unsuccessful tenderers shall be notified that their tenders have been unsuccessful.

2.27.3 Upon the successful Tenderer’s furnishing of the performance security pursuant to paragraph 2.30, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

**2.29** **Signing of Contract**

* + 1. At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
    2. Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
    3. The contract will be definitive upon its signature by the two parties.

2.29.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

**2.30** **Performance Security**

2.30.1 The successful tenderer shall furnish the performance security in accordance with the Appendix to instructions to tenders, in a form acceptable to the Procuring entity.

2.30.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next highest evaluated tender or call for new tenders.

**2.31** **Corrupt or Fraudulent Practices**

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

* + 1. The Procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question
    2. Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

#### Appendix to instructions to Tenderers

The following information for supply, delivery, installation, testing and commissioning of laboratory equipment’s for World Bank project in Jaramogi Oginga Odinga University of Science and technology shall complement, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the Instructions to Tenderer-s.

|  |  |
| --- | --- |
| **INSTRUCTIONS TO TENDERERS REFERENCE** | **PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS** |
| **2.1.1** | **Particulars of eligible tenders;**   1. Must provide Form of Tender- Duly filled, signed and stamped. 2. Provide Confidential Business questionnaire – Duly filled, signed and stamped. 3. Must attach certificate of registration/ certificate of incorporation 4. Must provide a Valid Tax Compliant Certificate 5. Must Provide Current trading licenses.( Attach Copies) 6. Must dully fill, sign and stamp the anti-corruption declaration form. 7. Must provide financial audited accounts for the last three years ie.2017.2016,2015 8. Must provide Warranty for each equipment and apparatus 9. Must Provide technical literature for all equipment and apparatus 10. All pages must be serialized from the first page to the last page and the tender document be must permanently binded. The University will not be held accountable for loss of loosely submitted documents. |
| **2.12.1** | **Tender Security.**  **2% of the contract/tender sum.** |
| **2.15.2** | **As indicated in the invitation to tender and to be opened on Tuesday, 20th November 2018** at **10:00 a.m.** |
| **2.16.1** | As 2.15.2 above |
| **2.18.1** | As in 2.15.2 above |
| **2.30.1** | **Performance Security;**  Only the successful tenderer will be required to provide 10% performance security in form of bank guarantee or other forms provided for in this bid document. |

###### SECTION III - GENERAL CONDITIONS OF CONTRACT

###### 3.1. Definitions

* + 1. In this Contract, the following terms shall be interpreted as indicated:
  1. “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  2. “The Contract Price” means the price payable to the procuring entity under the Contract by the tenderer for the full and proper performance of the contractual obligations
  3. “The Procuring entity” means the organization offering the particulars of the tender under this Contract
  4. “The Contractor” means the organization or firm procuring the particulars of tender under this Contract.
  5. “GCC” means the General Conditions of Contract
  6. “SCC” means the Special Conditions of Contract
  7. “Day” means calendar day

**3.2.** **Application**

* + 1. These General Conditions shall apply to the extent that they are not superseded by provisions of other part of the contract

**3.3.** **Standards**

* + 1. The services provided under this Contract shall conform to the standards mentioned in the schedule of particulars of the tender.

**3.4.** **Use of Contract Documents and Information**

3.4.1 The Contractor shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

* + 1. The Contractor shall not, without the Procuring entity’s prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.
    2. Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contractor’s performance under the Contract if so required by the Procuring entity.

**3.5. Patent Rights**

* + 1. The Contractor shall indemnify the Procuring entity 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.

**3.6** **Performance Security**

3.6.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in SCC

* + 1. The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer’s failure to complete its obligations under the Contract.
    2. The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:

1. Cash.
2. A bank guarantee.
3. Such insurance company guarantee approved by the Authority.
4. A letter of credit.
   * 1. The performance security will be discharged by the Procuring entity and returned to the Contractor not later than thirty (30) days following the date of completion of the Contractor’s performance of obligations under the Contract, including any warranty obligations, under the Contract.

**3.7.** **Delivery of Goods and Documents**

* + 1. Delivery of the goods shall be made by the Contractor in accordance with the terms specified by the procuring entity in the schedule of requirements and the special conditions of contract

**3.8.** **Payment**

3.8.1 The method and conditions of payment to be made by the procuring entity under this Contract shall be specified in the SCC

3.8.2 Payment shall be made promptly by the procuring entity, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor.

**3.9.** **Prices**

* + 1. Prices charged by the procuring entity for particulars provided under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the Contractor in its tender or in the procuring entity’s request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.
    2. Contract price variations shall not be allowed for contract not exceeds one year (12 months).

**3.10.** **Assignment**

* + 1. The Contractor shall not assign, in whole or in part, its obligations under this Contract, except with the Procuring entity’s prior written consent.

**3.11.** **Termination for Default**

3.11.1The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:

1. If the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
2. If the Contractor fails to perform any other obligation(s) under the Contract
3. If the Contractor in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract
   * 1. In the even the Procuring entity 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 un-delivered, and the Contractor shall be liable to the Procuring entity for any excess costs for such similar services. However the contractor shall continue performance of the contract to the extent not terminated.

**3.12.** **Termination for insolvency**

* + 1. The Procuring entity 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 prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

**3.13.** **Termination for convenience**

* + 1. The Procuring entity 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 the procuring entity’s convenience, the extent to which performance of the contractor under the contract is terminated and the date on which such termination becomes effective.
    2. For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

**3.14** **Resolution of Disputes**

* + 1. The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or disputes arising between them under or in connection with the contract
    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.

**3.15.** **Governing Language**

3.15.1. 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.

**3.16.** **Applicable Law**

* + 1. The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC.

**3.17** **Force Majeure**

3.17.1 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.

**3.18** **Notices**

* + 1. Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post, Fax or Email and confirmed in writing to the other party’s address specified in the SCC.
    2. A notice shall be effective when delivered or on the notices effective date, whichever is later.

###### SECTION IV - SPECIAL CONDITIONS OF CONTRACT

**Notes on Special Conditions of Contract**

1. The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract

2. The Provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the particulars of the tender. In preparing Section IV, the following aspects should be taken into consideration.

1. Information that complement provisions of Section III must be incorporated; and
2. Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the particulars of the tender must also be incorporated.

3. Section III should remain unchanged and can only be amended through the SCC Section IV.

1. Clauses to be included in this part must be consistent with the public procurement law and the regulations.

**SECTION IV – SPECIAL CONDITIONS OF CONTRACT**

* 1. Special condition of contract shall supplement the General Conditions of Contract. Whenever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
  2. Special Conditions of Contract as relates to the GCC.

|  |  |
| --- | --- |
| **GCC REFERENCE** | **SPECIAL CONDITIONS OF CONTRACT** |
| 3.8.1 | Shall be made within 30 days after the required services have been fully rendered to the University. |
| 3.14.2 | Chief Justice of Kenya |
| 3.16.1 | Kenya Constitution |
| 3.18.1 | Head of Procurement Department  P.O Box 210 BONDO.-40601. |

###### SECTION V - SCHEDULE OF PARTICULARS OF TENDER

###### Notes on preparation of the Schedule of the Particulars of Tender

5.1 The schedule of particulars of tender shall be included in the tender documents by the procuring entity and shall cover, at the minimum, a description of the assets, services or facilities being offered and full particulars of the same.

5.2 The objectives of the Schedule of Particulars of Tender is to provide sufficient information to enable tenderers to prepare their tenders comprehensively, efficiently and accurately. In particular the price schedule for which a form is provided in Section VI must be carefully completed.

5.3 In addition, the Schedule of Particulars of Tender together with the price schedules should serve as a basis in the event of particulars of tender variation at the time of award of contract pursuant to instruction to tenderers paragraph 2.26

###### SECTION VI - SCHEDULE OF REQUIREMENTS

**TECHNICAL SPECIFICATION FOR SUPPLY , DELIVERY ,INSTALLATION & COMMISSIONING OF TEACHING ,LABORATORY EQUIPMENT & APPARATUS.**

**SPECIFICATIONS FOR LABORATORY ITEMS.**

**TECHNICAL SPECIFICATIONS FOR LAB EQUIPMENT 2018-2019.**

**TECHNICAL SPECIFICATIONS FOR LAB EQUIPMENT 2018-2019.**

**1. ULTRA-CENTRIFUGAL MILL/GRINDER**

**Specifications**

-Complete set consisting of mill, rotors and sieves.

-Electrical requirements: 200-240 volts, 1300 watts, 50/60 Hz

-Dimensions: 515mm long, 410mm wide, 365mm high (L x W x H) 515 x410 x365mm).

-Usage: suitable for fine grinding substances to sizes less than 40 μm

-Feeder material: up to 10 mm

-Adjustable speed (range 6,000-18,000 rpm).

-Supply with 900ml cassette (for small samples) consisting of pan, cover and gasket), 3000ml paper filter bag and cyclone collector of capacity not less than 4,500ml

- Parameter setting via display and ergonomic button operation

-Graphic display parameter setting/ Graphical performance data display

-Weight-38.00kg

- Electronic safety and diagnosis system

-Safety plastic housing with automatic cover closure

- Motor compartment and electronics fully protected against dust and material penetration

**Rotors:**

**-**Supply with 6, 12, 24 tooth for normal use and 8 tooth mini rotors for grinding small samples.

-Rotors made of stainless tell, corrosion resistant.

**Sieves:**

-Round hole ring sieves, made of stainless steel.

-Ring sieves aperture sizes: 2.00, 3.00, 4.00, 5.00 and 6.00

Accessories: Vibratory feeder and cyclone compatible.

-Country of origin: Germany

**2. AUTOCLAVE**

Specs:

1. Chamber volume should be 90-100 liters.

2. It should operate with saturated steam under pressure of 15 to 22 PSI (adjustable).

3. It should have sturdy double wall construction with boiler made of stainless steel at least 16 gauge sheet.

4. Should provide heat resistant SILICON door gasket withstand upto 140 Deg. C.

5. Outer shell should also be made of stainless steel.

6. Stand shall be made of Mild steel with anticorrosion paint.

7. Boiler and outer shell should be provided with air insulation.

8. Lid should be made of steel sheet and tightened by radial locking.

9. Joint-less gaskets should be made of Neoprene rubber.

10. Sterilizer should be fitted with water level arrangement to indicate water position inside the boiler.

11. Pressure gauge, air/steam release cock and two safety valves should be provided.

12. It should have immersion type heating element

13. It should be supplied with cord and plug to work on 220 Volts 50 cycles A.C. supply.

14. Safety features of sterilizers: Door locking facility, Low water protection system, Pressure cut off facility, automated temperature release, anti -dry out function in case of low water amount, over current detection and auto switch off ability, safety valve and double lock control system.

15. The sterilizer should be fitted with suitable PLC (Microprocessor) for fully automatic cycle operation with LCD digital displays of Chamber Pressure, temperature etc.

16. Automatic steam exhaustion function

17. The unit should be manufactured as per IS specifications Mark ISI: 3829 and also should bear the certification.

18. Vendor has to support the specifications with manufacturer’s brochure failing which offer may be rejected.

19. Vendor has to install and demonstrate the equipment upon delivery

20. The sterilizer should have minimum 2 years warranty with service facility

21. Temperature range 105-1380C

22. Different in-built sterilization programs for different kinds of materials or equipment (media, rubber, liquids, wrapped/unwrapped equipment.

-Preferably of European country origin

**3. DISTILLATION APPARATUS (DUAL complete- with 2 distillers and storage tank).**

**Distiller**: Dual- Two distillerss

-made in the USA,

Each distiller to have the following features:

a) Size: 17″high x 23″wide x 18″long made of 316 alloy stainless steel evaporator, and   
b) Heating elements: two Incoloy (stainless steel), 2500 Watt each, 240V AC – 50/60 Hz- Single Phase.

c) 24V breaker protected control circuit  
d) 12″ diameter condenser fan, 1/20 HP motor  
e) has an automatic drain valve as an accessory

f)Water purity :< 2-10µ s/cm.

g) Yield: up to 310 liters (84 gallons) of water in 24 hours.

**Storage Tank features:**

Size: capacity: 57″high x 35″wide x 35″long, built of 18 gauge, 304 stainless steel

Capacity: approximately 550 litres).   
Control: 24 volt float switch in storage tank

**4. KJEDAHL APPARATUS (**Includes Digestion, exhaust, scrubber and semi-automatic basic distillation system).

|  |  |
| --- | --- |
| **Specs** | **Details** |
| **Distillation unit** |  |
| Dimensions | (WxHxD) 405 x 660 x 400 mm |
| Weight: | 22 kg |
| Display: | LC display, monochrome |
| Memory for on board data storage | 50 methods and 500 results |
|  | * Lever operation to simplify tube insertion / removal (all sizes) * Protection screen for distillation chamber |
| Password protection: | Yes |
| Pumps | NaOH, H3BO3, H2O (acid resistant pump), programmable addition of these chemicals |
| Adjustable steam output | 10 – 100 % |
| Measuring range | 0.1 – 200 mg N <1 % |
| Reproducibility (RSD) | >99.5 % (1 – 200 mg N) |
| Recovery | preferably uses colorimetric titrator |
| **Multiple data interfaces**;  i) RS232 ports  ii) USB port  iii) Ethernet | 2 (titrator, dosing unit), preferably uses colorimetric titrator  1 (printer) |
| Safety sensors | 3 (service door, protecting door, sample tube) |
| Sensor cooling water flow | Yes |
| Power supply | 220 – 240 V ±10 % |
| Frequency | 50/60 Hz |
| Power consumption | 2200 W |
| Ambient | 5 – 40 °C, max. 80 % relative humidity |
|  | Auto removal of residues from titrator & sample tube |
| **Digestion Unit** | Scrubber unit for neutralization of fumes from the exhaust. Complete with vacuum pump. With a DuoScrub |
| Dimensions (WxHxD) | 310 x 540 x 620 mm |
| Weight | 15.5 kg |
| Operating voltage | 220 –240 V ±10 % |
| Preferred model | * Velp Scientifica, **UDK** **169** (Automatic) * Kjeldahl Analyzer with AutoKjeldahl Autosampler * Fully automatic Kjeldahl Analyzer (distillation unit plus integrated colorimetric titrator) with connection to autosampler) |
| Country of origin | Italy/USA. |
| Sample capacity | * Continuous process for 24 x 250 ml or 21 x 400 ml samples |

**5. AAS**

-Spectrometers with completely automatic full element capability.

-Control should be via a data station running application software under a Windows® operating system.

-Flame absorption/emission systems can be extended to graphite furnace and vapour modes by the use of the appropriate accessory.

-Dimension: (575 W x 527 H x 595 D) (mm)

-Power: 100 to 240 V (+/-10 %) at 50 or 60 Hz Consumption 300 VA

-Origin: European country or USA

**Optics**

• Double beam, Stockdale optics,• Ebert monochromator

• Nominal 0.2, 0.5 and 1.0 nm spectral bandwidths

• Reciprocal linear dispersion 1.5 to 2 nm/mm

• Focal length 270 nm

• Grating 1800 l/mm Wavelength range

* Wide range photomultiplier 180 - 900 nm
* Absorbance range -0.150A to 3.000A (including background signal)
* Background correction: Quadline (continuum source), should be standard supply
* Light source - 6 lamp auto-aligning carousel.
* **Fully automatic gas system**: All flame systems supported by the enhanced Universal Finned 50 mm Titanium Burner to accommodate all flame types. An inert fluoroplastic spray chamber should contain an inert adjustable impact bead, flow spoiler, low memory hydrophilic disc and built in over pressure relief. All flame types used with the standard spray chamber configuration, inert nebulizer aPt/Ir capillary and burner to be supplied.

**Safety** • Automatic flame ignition • Automatic flame shut down • Fuel line flashback arrestor

• Power failure protection • Empty drain protection • Spray chamber over pressure protection

**Data Station Software:**

* Wizard based procedures and a tabbed methods dialogue
* Contain four (4) automatically controlled gas ports for sheath, internal, diluent, and auxiliary gas flows
* Pre-programmed furnace temperature programs for all basic elements.

**Should be supplied with the following accessories**:

1. Portable computer,

2. Operating System for control and printer.

3. Required gas regulator, air compressor & gas tubing

**The following other accessories though not mandatory are necessary and can be quoted for separately**:

5. Compatible sonicator: for mixing samples

6. Nitrogen generator pump for generating nitrogen gas for storage of samples

**6. EXTRUDER**

* Origin : European countries
* Nominal screw L/D ratio: 24:1
* Screw diameter 45mm
* Standard drive size HP: 20
* Resultant service facto: 2.1
* Thrust bearing life hours: 200,000
* Maximum internal pressure: 10,000.

**7. GENERAL LABORATORY FREEZER**

* **-**Upright Laboratory freezer                               
  -Temperature: -40°C  
  -Compressor power: 3/4 Ps>R 404>CFC free
* -Capacity: 650L  
  -Exterior dim. (h/w/d): 125x66x68.3 cm / 144,7x66x68,3 cm / 164,4x66x68,3cm / 184,1x66x68,3cm / 200x76x70cm
* Key locker and vet. stop.
* automatic defrost system
* drawer compartments
* Data logger temperature recorder

**8. LABORATORY FREEZER DRIER**

-Table top type (compact design).

-Drum with 8 valves (1/2 inch).

- 550C cooling coil inside the drum

-3 litres in 24 hours

-Total ice capacity: 5 Litres

-Cabinet dimension 425 × 570 × 650mm.

-Has microprocessor control.

-Has LCD temperature display

-Hot gas defrosting ability

-vacuum display gauge

-Release function.

-Auto run programming.

-Vacuum pump -135rpm.

**9. REFRIGERATOR**

-Has freezer and refrigerator separately.

Capacity: Above 240L.

-Lowest temperature 4±1oC.

-4 doors, two sections –freezer and refrigerator

**10. SHAKING/AGITATING INCUBATOR.**

* Temperature range: RT +5°C - +80°C
* Temperature uniformity: +/- 0.3°C
* Orbit: 3 mm
* Speed: 250-1350 rpm
* Capacity: 56 tubes/0.2 ml or/ 4 microtitrer plates
* Heater power: 300 Watt
* Dimension:  
  exterior (WxDxH): 280x240x210 mm  
  interior (WxDxH): 200x200x 85 m
* Origin: Europe/USA

**11**. **DESKTOP** **GC (supply with different detectors):**

Fitted with different detectors: FID detector (flammable compounds) and ECD (chemical compounds.

**Chromatography Data System** (Chromaster system Manager, OpenLAB and Empower 3) .

**12. DIGITAL VORTEX MIXER**

-Digital

-Sturdy design to provide stable and reliable vortexing action.

-Preferred brand: Fisher Scientific

-Featuring touch pad controls and LED displays for speed (rpm) and time setting.

-Auto control when programmed /auto switch off at the end of set time

- Displayed time counts up during continuous operation and counts down during timed runs.

-Offers two modes of operation; continuous mode or touch mode.

- Digital vortex mixer includes both cup head and three-inch head with cover.

- Micro-processor feedback control maintains set speed for strong, consistent mixing action.

-Orbit: 4.9mm

-Controls: 3-way power switch,

- LED display for time/speed, up/down keys for set-point control,

-Overall dimensions (L x W x H): 4.8 x 6.8 x 4.8" (12.2 x 17.3 x 12.2cm)

- Electrical (50/60 Hz): 240 volts, 1.2 amps, 150 watts

-Speed range: 500 to 3000 rpm

-Weight: 11.7 lbs (5.3 kg).

**-**Starts mixing when the cup head is pressed down.

-Operating Conditions: Unit can be run in conditions from 4 to 40°C, 0% to 85% relative humidity, non-condensing.

-Unit includes a 3-wire cord and plug.

-Should include both cup head and 3" head with cover.

**13. INSTANT MOISTURE ANALYSER**

**a) Lab moisture analyser-1 (for lab)**

|  |  |
| --- | --- |
| Repeatability (sd) with 2g Sample | 0.1 % |
| Repeatability (sd) with 10g Sample | 0.015 % |
| Readability (other) (Material) | 0.01 %MC |
| Storage | 100 Results 20 Methods |
| Drying Temperature | 40 °C – 230 °C |
| Drying Programs (text) | Standard Rapid |
| Recommended Moisture Range | 1.0 - 100 %MC |
| Result Handling | Real-Time Drying Curve Result Overview ID Management |
| User management | Protection of Settings |
| Switch-off criteria | 5 Automatic (SOC 1-5) Freely Definable (1-10 mg/ 5-300 s) Freely Definable (% Weight Loss/s) Timed |
| Test & Adjust | Temperature (100/160) Weight SmartCal |
| Temperature Increments | 1 °C |
| Maximum Capacity | 101 g |
| Voltage | 230 V |
| Display Mode | %MC %DC %AM %AD g g/kg MC g/kg DC |
| **Power requirements** | 240 V AC, 640 W maximum |
| **Sample pan size** | ø130 mm |
| **Standard accessories** | Sample pan 2 pcs, sample pan stop, windbreak case, sample pan, handler 2 pcs, aluminum sheet 20 pcs, spoon, spatula |

-**Country of origin**: United Kingdom

**b) Moisture analyzer-2 (for farm)**

|  |  |
| --- | --- |
| Functionality | Dual for moisture analysis and weighing |
| Measuring method | Infrared heat drying mass measurement |
| Sample pan size | ø130 mm |
| Sampling time: | 180s |
| Warm-up time (100°C) | ~1min. |
| Minimum display in weighing | 0.001g |
| Measurement range of moisture content | 0.01% to 100.00% |
| Moisture content minimum display | 0.01% |
| Maximum sample capacity | 120 g |
| Measurement mode | Automatic or Timed halting modes, Rapid, Slow and Step drying modes, Predictive Measuring mode |
| Drying heater | Mid-wave infrared quartz heater |
| Setting temperature range | 30°C to 250 °C (by 1°C increments) |
| Dimensions & weight | W220xD415xH190 (mm), 4.5 kg |

**14. DESICCATOR**

-Vertical type

-Size/capacity: 38L

-Size: Outside: 300 by 395 by 510 mm; inside: 255 by 330 by 450mm;

-4 adjustable shelves, for a maximum of 15 levels.

**15. SOXHLET APPARATUS**

**-** Extraction heating unit (Soxhlet), 6-place, 230 V, 50-60Hz

-Max. Temperature [°C] 425

-Heating places 6

-Size of flasks [ml] 250, 500

-Dimensions W / D / H [mm] 900 / 225 / 650

-Weight [kg] 14

-Nominal voltage [V] 230, 115

- Frequency [Hz] 50 - 601)

-Nominal wattage [W] 2700

**Supplied with the following accessories:**

-Holder for Soxhlet glass parts

-Cooling water feed pipe,

-6-place, for extraction heating apparatus

-Soxhlet glass set, 3 pieces, 500 ml, consisting of: 1 Flat bottom flask 500 ml 1 Coiled-tube condenser, 1 Extractor 150 ml

-Soxhlet glass set, 3 pieces, 250 ml, consisting of: 1 Flat bottom flask 250 ml 1 Coiled-tube condenser, 1 Extractor 150 ml

-Extraction thimbles, 33 x 80 mm, 25 pcs.

-Interchangeable top mould, Ø 95 mm

-Airbath insert (cobweb), for interchangeable top mould

-AII Support rod, 600 mm

-Country of origin: Germany

**16: ANALYTICAL BALANCE**

|  |  |
| --- | --- |
| **MINIMUM TECHNICAL SPECIFICATIONS FOR ANALYTICAL BALANCE** | |
| Maximum Capacity | 220g |
| Readability | 0.0001 g |
| Pan Size | 90 mm |
| Internal Calibration | InCal™ - Semi Automatic |
| Draftshield | Included |
| Auxiliary Display Mode | Available as an Accessory |
| Communication | RS232;  USB |
| Dimensions (HxLxW | 309 mm x 321 mm x 209 mm |
| Display | 2-Line LCD with Backlight |
| In-use cover | Included |
| Minimum Weight (USP, 0.1%, typical) | 200 mg |
| Net Weight | 10 lb (4.5 kg |
| Pan Construction | Stainless Steel |
| Stabilization Time | 4 seconds |
| Tare Range | To capacity by subtraction |
| Units of Measurement | Carat;  Custom;  Grain;  Gram;  Hong Kong Tael;  Kilogram;  Mesghal;  Milligram;  Momme;  Newton;  Ounce;  Ounce Troy;  Pennyweight;  Pound; |
| Working Environment | 10°C – 30°C, 80%RH, non-condensing |

**17. COLOUR COMPARISON CABINET**

|  |  |
| --- | --- |
| **Lamp Life** | 400-2000hrs, should be supplied with the lamps |
| **Light Level Adjustment** | Digital |
| **Light Level Sensor** | Digital |
| **Light Source** | D50 or D65, CWF, UVA, 2300K, CIE A, and two of TL83, TL84, U30, U35 |
| **Total Light Sources** | 7 |
| **Humidity** | Rh 0 to 95% max (non-condensing) |
| **Operating Temperature Range** | 32°F to 95°F / 0°C to 35°C |
| **Storage temperatureRange** | -40°F to 158°F / -40°C to 70°C |
| **Material** | Steel |
| **Viewing Area (length, width, height)** | 35 in x 23 in x 23 in / 90 cm x 58 cm x 58 cm |
| **Dimensions (length, width, height)** | D 24 x H 27.6 x W 37.2 in / D 610 x H 700 x W 945 mm |
| **Communication Interface** | Touchpad |
| **Instrument Display** | Monochromatic LCD |
| **Languages Supported** | English/Chinese |
| **Voltage** | 100, 115, 230V |
| **Warm Up Time** | Instant On |
| **Wattage** | 1150W Max. |
| **Industry Standards** | ISO, ASTM, AATCC, SAE, DIN, and BSI visual assessment requirements |
| **Calibration** | Yes |
| **Lamp Timer** | Yes |
| **Safety** | UL Listed |
| **Service Indicator** | Yes |
| **UV Metamerism Index** | Grade B (as defined by cie 51.2-1999 technical report ". |
| **Visible Metamerism Index** | Grade A (as defined by cie 51.2-1999 technical report ". |

**18. DESKTOP HPLC (supplied with different detectors)**.

* Fitted with different detectors: (Diode Array Detector and MS Detectors).
* 5110/5160 Pump with dual plunger reciprocating pump system
* Flow rate : 0.001 to 9.99 ml/min (5110) / 0.001 to 5.00 ml/min (5160)
* Maximum discharge pressure :40.0 MPa (5110) / 60.0 MPa (5160)
* Flow rate accuracy : 2 µL/min or 1 % whichever is higher
* Flow rate precision :SD 0.02 min or RSD 0.075 %, the bigger one
* Mixture solvent: Max. 4 solvents
* Mixture system: Solenoid valve open/close control system
* Mixture ratio:5 to 95 % (Setup/indication by UI pad, 1 % step)
* ) Mixture Accuracy: 0.5 % (5 to 95 %).
* Auto sampler capacity: Maximum of: 120 (1.5 mL), 72 (4 mL) (option), 195 (1 mL) (option)   
  192 (96-hole micro plate x 2) (option); 768 (384-hole micro plate x 2) (option).
* Sample injection method :Cut injection, All volume injection, Full loop injection
* Syringe capacity :175 µL (standard), 70 µL (option)

**Column Oven**:   
1) Temperature control system: Peltier heating/cooling system + air circulating system   
2) Temperature setting range: 1 to 85 °C (1 °C step)   
3) Storage column: 300 mm x 3 pcs column

**DETECTORS:**

**a) Diode Array Detector**:   
1) Optical system: Single beam ratio photometry   
2) Light source: D2 lamp, W lamp and Hg lamp   
3) Measuring wavelength range: 190 to 900 nm   
4) Wavelength accuracy: 1 nm  
5) Detecting elements: 1024 diodes  
6) Noise level: 0.5 x 10-5 AU or less   
7) Drift: 1.0 x 10-3 AU/h or less

**b) MS Detector:**   
1) Measurement mass range (m/z): 20 - 1000  
2) Ion source: Electron spray ionization (ESI)

**Chromatography Data System:**   
1) Chromaster system Manager, OpenLAB and Empower 3 (Waters)

**19. VISCOMETER**

|  |  |  |
| --- | --- | --- |
| **Technical Specifications Digital Viscometer RM 100p** | |  |
| Principle of measurement | Rotation viscometer |  |
| Rotational Speed rpm | 0,3 / 0,5 / 0,6 / 1 / 1,5 / 2 / 2,5 / 3 / 4 / 5 / 6 / 10 12 / 20 / 30 / 40 / 50 / 60 / 100 / 200 / 250 / 300 400 / 500 / 600 / 700 / 800 / 900 / 1000 / 1100 1200 / 1300 / 1400 / 1500 |  |
| Torque | 0,1 ... 30 mNm |  |
| Viscosity | 20 ... 510 000 000 mPa·s (cP) |  |
| Temperature integrated PT 100 sensor | -20 ... +120 °C |  |
| Display ads | temperature Revolutions / min. or shear number torque measuring system viscosity time |  |
| Energy supply | 90 ... 240 V AC 50 / 60 Hz |  |
| Dimension probe evaluation unit | 310 mm x 75 mm Ø 140 x 245 x 62 mm |  |
| Weight | 2 kg |  |

**20. OSMOMETER**

-LED menu operation

-LCD Display, touch screen GUI

-Uses standard 1.5ml micro tubes

-Point calibration

-No water supply necessary

-Measuring/test time about 90-180sconds

-Integrated keyboard

-Barcode reader option

-Multi sample, 20 positions

-On board printer

-Fully automated

-Sample size: 200 to 250 µL

-Sample: liquid or sample CUP

-Operating range: 0-400mOsm/kg H2O

-Temperature control: Dry cooling/liquid cooling bath

-Communication: Ethernet, USB, DT RS-230 barcode port

-Storage temperature -40°C to +45°C (-40°F to +113°F)

-Electrical voltage 100 to 240 V AC (50/60 Hz)

- Power consumption 95 W

-Dimensions 16” H x 13” W x 18” D (40.6 cm x 33.0 cm x 45.7 cm)

-Operating Conditions — Temperature 18°C to 35°C (64°F to 95°F); 5% to 80% relative

humidity (noncondensing)

-Repeatability Std. deviation ≤2 mOsm/kg H2O between 0 and 400 mOsm/kg H2O; Std. deviation ≤0.5% of value between 400 and 4000 mOsm/kg H2O

-Units mOsm/kg H2O

-Resolution 1 mOsm/kg H2O

-Range Low range: 0 to 2000 mOsm/kg H2O High range: 1400 to 4000 mOsm/kg H2O

-Linearity Less than ±0.5% from a straight line over calibrated range

-Country of origin :USA or Europe

**21.Multivariable weather Sensors/ data loggers/hygrometers/ thermometers**

**-** Measure at least 2 parameters each (temp, RH, light intensity an added advantage) ie can function as thermometer, hygrometer, data logger etc.

-Temperature range -40-70 oC

-Accuracy ±2 oC

- Resolution level” 1oC

-Display at least 4 digits.

**Relative humidity**:

-Humidity range 1%-90%

-Accuracy: ± 3%

**General:**

Power uses 4AA alkaline or lithium batteries.

-Able to store data up to 1000 entries.

-Ability to transfer the data to Computer.

-Hookable to wall.

-Small size (10.8 by 5.6 by 13.8 inches)

-Digital make.

-Toal no. 18

#### SECTION VII - STANDARD FORMS

# Notes on the sample Forms

1. Form of Tender
2. Price Schedule Form
3. Contract Form
4. Confidential Business Questionnaire Form
5. Format of Curriculum Vitae (CV) For Proposed Staff
6. Tender Security Form
7. Firm’s References
8. Performance Security Form
9. Authorization Form

**Form of Tender**

To: Date

Name and address of procuring entity

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 procure (the particulars of the tender) 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.

1. We undertake, if our Tender is accepted, to abide by the conditions of the tender.
2. 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.
3. 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.
4. We understand that you are not bound to accept the highest or any Tender you may receive.

Dated this day of 2018

[Signature] [In the capacity of]

Duly authorized to sign Tender for and on behalf of

**PRICE SCHEDULE FORM**

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

Name of Tender\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tender number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

| **No** | **Item Description** | **Qty** | **Unit of issues** | **Unit**  **Price** | **Total price** | **Brand** | **Manufacturer** | **Country of Origin** | **Delivery period** | **Remarks** |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **1** | ultra-centrifugal mill/grinder | 1 |  |  |  |  |  |  | 60 Days |  |
| 2 | Autoclave | 1 |  |  |  |  |  |  | 60 Days |  |
| 3 | Distillation Apparatus | 1 |  |  |  |  |  |  | 60 Days |  |
| 4 | Kjedahl Apparatus | 1 |  |  |  |  |  |  | 60 Days |  |
| 5 | AAS | 1 |  |  |  |  |  |  | 60 Days |  |
| 6 | Extruder | 1 |  |  |  |  |  |  | 60 Days |  |
| 7 | General Laboratory Freezer | 1 |  |  |  |  |  |  | 60 Days |  |
| 8 | Laboratory Freezer Drier | 1 |  |  |  |  |  |  | 60 Days |  |
| 9 | Refrigerator | 1 |  |  |  |  |  |  | 60 Days |  |
| 10 | Shaking/Agitating Incubator. | 1 |  |  |  |  |  |  | 60 Days |  |
| 11 | DESKTOP GC (Supply With Different Detectors): | 1 |  |  |  |  |  |  | 60 Days |  |
| 12 | Digital Vortex Mixer | 1 |  |  |  |  |  |  | 60 Days |  |
| 13 | Instant Moisture Analyser | 1 |  |  |  |  |  |  | 60 Days |  |
|  | a) Lab Moisture Analyser | 1 |  |  |  |  |  |  | 60 Days |  |
|  | b) Farm Moisture Analyzer | 1 |  |  |  |  |  |  | 60 Days |  |
| 14 | Desiccator | 1 |  |  |  |  |  |  | 60 Days |  |
| 15 | Soxhlet Apparatus | 1 |  |  |  |  |  |  | 60 Days |  |
| 16 | Analytical Balance | 1 |  |  |  |  |  |  | 60 Days |  |
| 17 | Colour Comparison Cabinet | 1 |  |  |  |  |  |  | 60 Days |  |
| 18 | Desktop Hplc (Supplied With Different Detectors). | 1 |  |  |  |  |  |  | 60 Days |  |
| 19 | Viscometer | 1 |  |  |  |  |  |  | 60 Days |  |
| 20 | Osmometer | 1 |  |  |  |  |  |  | 60 Days |  |
| 21 | Data loggers | 1 |  |  |  |  |  |  |  |  |
| 22 | Hyrometers | 3 |  |  |  |  |  |  |  |  |
| 23 | Thermometers | 3 |  |  |  |  |  |  |  |  |

Signature of Tenderer

(Must be signed by Authorized tenderer representative)

***Note:***

1. Quoted prices should include VAT, installation, testing commissioning, training and transport to JOOUST Main, Campus
2. In case of discrepancy between unit price and total, the unit price shall prevail.

**Contract Form**

THIS AGREEMENT made the day of 20 between [name of Procurement entity] of [country of Procurement entity] (hereinafter called “the Procuring entity”) of the one part and [name of tenderer] of [city and country of tenderer] (hereinafter called “the tenderer”) of the other part:

WHEREAS the Procuring entity invited tenders for the GPA cover and has accepted a tender by the tenderer for the supply of the services in the sum of [contract price in words in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH 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, via:

* 1. the Tender Form and the Price Schedule submitted by the tenderer;
  2. the Schedule of Requirements
  3. the Details of cover
  4. the General Conditions of Contract
  5. the Special Conditions of Contract; and
  6. the Procuring entity’s Notification of Award

3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the GPA cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the services 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 the Procuring entity)

Signed, sealed, delivered by the (for the tenderer) in the presence of

**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

You are requested to give the particulars indicated:

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

**Part 1 – General**

1. Business Name ……………………………………………………………………..
2. Location of business premises County//Town ……………………………………..
3. Street / Road………………………………………………………………………...
4. Building…………………………………………………………………………….
5. Plot Number ………………………………………………………………………..
6. Postal Address …………………………….. Telephone No. ……………………..
7. Email Address…………………………………………………………………….
8. Nature of Business ………………………… And Specialization………………….
9. Current Single business permit/Trade License

No. ………………………….Expiring Date.……………………..…… (Attach copy)

1. Certificate of Incorporation…………………………………….. (Attach copy)
2. Current Tax Compliance Certificate/ or Exemption letter from VAT Dep’t No…………………………… Expiring Date .…………………………(Attach copy)
3. Organizational Chart………………………………………………….. (Attach copy)
4. Maximum Value of Business which you can handle at any one time Kshs………..
5. Name of your Bankers ………………………………………. Branch ………........
6. Your trade terms (including mode of payment, credit allowed and discount) ………………………………………………………………………………………
7. Banker Certificate on the applicants liquidity, suitability and credit limitation ……………………………………………………………………………….........
8. Name and Telephone of contact person ……………………………………………………………………………………
9. Any other …………………………………………………………………………..

………………………………………………………………………………………

**Part 2 (A) – Sole Proprietors**

1. Your name in full …………………………………………. Age …………………
2. Nationality …………………………………… Country of Origin ………………..

Citizenship details ………………………………………………………………….

**Part 2 (B) – Partnership**

Give details of partners as follows:-

**Name Nationality Shares**

1. …………………………………. …………………………………… ………………

2. …………………………………. …………………………………… ………………

3. ………………………………… ……………………………………. ………………

4. ………………………………. …………………………………….. ………………

**Part 2(C) Registered Company**

**a) Private or Public** …………………………………………….. State the nominal and

Issued capital of the company:-

**Nominal Kshs.** …………………………………………..

**Issued Kshs.** …………………………………………….

**b) Details of Directors:**

**Name Nationality Shares**

1. …………………………………. …………………………………… ………………

2. …………………………………. …………………………………… ………………

3. …………………………………. …………………………………… ………………

4. …………………………………. …………………………………… ………………

If Kenyan Citizen, indicate under “Citizenship Details” whether by birth, naturalization or registration.

**TENDER SECURITY FORM**

Whereas [name of Bidder] (hereinafter called <the tenderer> has submitted its bid dated [date of submission of bid] for [particulars] (hereinafter called <the tender>).

KNOW ALL PEOPLE by these presents that WE [name of bank] of [name of country], having our registered office at [name of procuring entity] (hereinafter called <the procuring entity> in the sum of [state the amount] for which payment well and truly to be made to the said procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this day of 20

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Form; or

2. If the tender, having been notified of the acceptance of its tender by the procuring entity during the period of tender validity

1. Fails or refuses to execute the Contract Form, if required; or
2. Fails or refuses to furnish the performance security, in accordance with the Instructions to tenders.
3. Refuses correction of arithmetic errors in the tender.

We undertake to pay to the procuring entity up to the above amount upon receive of its first written demand, without the procuring entity having to substantiate its demand, provided that in its demand the procuring entity will note that the amount claimed by its is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition(s)

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date

[Signature of the Bank]

*( Amend accordingly if provided by Insurance Company)*

**Format of Curriculum Vitae (CV) for Proposed Staff Form C**

**(Qualifications and experience of Director and one technical staff proposed for administration and execution of the contract, both on and off site)**

**Proposed Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name of Staff: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Profession: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Years with Firm: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Nationality: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Membership in Professional Societies: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Detailed Tasks Assigned: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Key Qualifications:**

*[Give an outline of staff member’s experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].*

**Education:**

*[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]*

**Employment Record:**

***[****Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]*

**Certification:**

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

**Full name of staff member: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

***[Signature of staff member]:* *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

***Contact (Mobile) number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

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

**Full name of authorized representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**[*Signature of authorized representative of the firm*]: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

***Contact (Mobile) number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

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

**FIRM’S REFERENCES**

**Relevant Services carried out in the last three Years**

**That Best Illustrate Qualifications** *(Attach evidence)*

Using the format below, provide information on each assignment for which your firm either individually as a corporate entity or in association, was legally contracted. Relevant projects done with Public Institution for the last three years would be an added advantage. **Minimum required referee is three (3).**

|  |  |
| --- | --- |
| Assignment Name: | Country |
| Location within Country: | Professional Staff provided by Your Firm/Entity(profiles): |
| Name of Client | Name and designation of contact person at the client |
| Address and Telephone No. of client | No of Staff-Months; Duration of Assignment: |
| Start Date (Month/Year): | Completion Date Month/Year):  Approx. Value of Services (Kshs) |
| Narrative Description of assignment | |

Firm’s Name & Stamp: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name, designation and signature of Officer recommending the client;

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PERFORMANCE SECURITY FORM**

To: …………………………….

[Name of procuring entity]

WHEREAS ……………………………………………. [Name of tenderer]

(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. [Reference number of the contract] dated 20 to supply ……………………………………………….

[Description of materials and spares] (Hereinafter called “the Contract”)

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for a sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract

AND WHEREAS we have agreed to give the tenderer a guarantee:

THERFEFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of ……………………………

[amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum of sums within the limits of ………………………………………………… [Amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the day of 20

# Signature and seal of the Guarantors

[Name of bank of financial institution]

[Address]

[Date]

*(Amend accordingly if provided by Insurance Company)*

AUTHORIZATION FORM

To [*name of the Procuring entity]* ………………………………..

WHEREAS …………………………………………………………………

[*Name of the principal]*

who are established and reputation dealers in ………………………… [*Type of business*] having registered offices at …………… …………………………………. *[Address of principal]* do hereby authorizing …………………………………………… *[Name and address of tenderer]* to submit a tender, *[reference of the tender]* for the stated (*particulars of tender)*.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the services to be provided against this Invitation for Tenders.

*[Signature for and on behalf of the principal]*

Note: This letter of authority should be on the letterhead of the principal and should be signed by a competent person.

**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

To:

RE: Tender No.

Tender Name

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

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

*(FULL PARTICULARS)*

-----------------------------------

Signed for Accounting Officer

**REQUEST FOR REVIEW FORM**

**FORM RB 1**

**REPUBLIC OF KENYA**

**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

APPLICATION NO…………….OF……….….20……...

BETWEEN

…………………………………………….APPLICANT

AND

…………………………………RESPONDENT *(Procuring Entity*)

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

**REQUEST FOR REVIEW**

I/We……………………………,the above named Applicant(s), of address: Physical address…………….Fax No……Tel. No……..Email ……………, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:-

1.

2.

etc.

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

1.

2.

etc

SIGNED ……………….(Applicant)

Dated on…………….day of ……………/…20…

**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on ………… day of ………....20….………

SIGNED

Board Secretary

ANTI – CORRUPTION POLICY IN THE PROCUREMENT PROCESS

**UNDERTAKING BY BIDDER ON ANTI – CORRUPTION POLICY / CODE OF CONDUCT AND COMPLIANCE PROGRAMME**

The governments of Kenya is committed to fighting corruption in all its forms and in all its institutions to ensure that all the government earned revenues are utilized prudently and for the purpose intended with a view to promoting economic development as the country work towards actualizing Vision 2030.

Here at Egerton University and also being one of the government entities mandated under the government to provide quality education and transforming lives, on behalf of the government, we are highly committed to fighting any form of corruption in our organization to ensure that all the monies that the government entrust with us, is optimally and prudently utilized for the benefits of all the people we serve.

**The following is a requirement that every Bidder wishing to do business with JARAMOGI OGINGA ODINGA UNIVERSITY OF SCIENCE AND TECHNOLOGY must comply with:**

(1) Each bidder must submit a statement, as part of the tender documents, in the format given and which must be signed personally by the Chief Executive Officer or other appropriate senior corporate officer of the bidding company and, where relevant, of its subsidiary in Kenya. If a tender is submitted by a subsidiary, a statement to this effect will also be required of the parent company, signed by its Chief Executive Officer or other appropriate senior corporate officer.

(2) Bidders will also be required to submit similar No-bribery commitments from their subcontractors and consortium partners; the bidder may cover the subcontractors and consortium partners in its own statement, provided the bidder assumes full responsibility.

(3) a) Payment to agents and other third parties shall be limited to appropriate compensation for legitimate services.

b) Each bidder will make full disclosure in the tender documentation of the beneficiaries and amounts of all payments made, or intended to be made, to agents or other third parties (including political parties or electoral candidates) relating to the tender and, if successful, the implementation of the contract.

c) The successful bidder will also make full disclosure [quarterly or semi- annually] of all payments to agents and other third parties during the execution of the contract.

d) Within six months of the completion of the performance of the contract, the successful bidder will formally certify that no bribes or other illicit commissions have been paid. The final accounting shall include brief details of the goods and services provided that are sufficient to establish the legitimacy of the payments made.

e) Statements required according to subparagraphs (b) and (d) of this paragraph will have to be certified by the company's Chief Executive Officer, or other appropriate senior corporate officer.

(4) Tenders which do not conform to these requirements shall not be considered.

(5) If the successful bidder fails to comply with its No-bribery commitment, significant sanctions will apply. The sanctions may include all or any of the following:

* + 1. Cancellation of the contract;
    2. Liability for damages to the public authority and/or the unsuccessful competitors in the bidding possibly in the form of a lump sum representing a pre-set percentage of the contract value (liquidated).

(6) Bidders shall make available, as part of their tender, copies of their anti-Bribery Policy/Code of Conduct, if any, and of their-general or project - specific - Compliance Program.

(7) The Government of Kenya through Ethics and Anti-Corruption Commission has made special arrangements for adequate oversight of the procurement process and the execution of the contract. Those charged with the oversight responsibility will have full access if need be to all documentation submitted by Bidders for this contract, and to which in turn all Bidders and other parties involved or affected by the project shall have full access (provided, however, that no proprietary information concerning a bidder may be disclosed to another bidder or to the public).

1. **MEMORANDUM ( FORMAT )**

(Clause 46 of Kenya Public Procurement and Asset Disposal Act 2015)

This company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*(name of company)* has issued, for the purposes of this tender, a Compliance Program copy attached -which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees, as well as by all third parties working with this company on the public sector projects or contract including agents, consultants, consortium partners, subcontractors and suppliers')"

Authorized Signature:

Name and Title of Signatory:

Name of Bidder:

Address:

# SECTION IX: EVALUATION CRITERIA

Technical Evaluation Form

The tenderer is expected to complete Part 1 and 3 of this form

**Part A: General Information**

|  |
| --- |
| Tenderer Name……………………………………………………………..  Postal Address……………………………………………………………...  Telephone (Office)………………………………..Mobile………………..  Physical Address…………………………………………………………… |

**Part B: Evaluation Stages**

**Stage 1: Mandatory Requirements**

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

* Must provide a dully filled, signed and stamped Tender form
* Must provide a bid bond of 2% of the tender amount from a reputable Bank and must be valid for 120 days from the date of tender opening.
* Must provide Certificate of registration/ Incorporation
* Must provide a Valid Trade License/Single Business Permit
* Must provide a Valid Certificate of Tax Compliance.
* Must provide a dully filled signed and stamped anti-corruption declaration form
* Dully filled, signed and stamped Confidential Business Questionnaire
* Provide audited accounts for the last three years (2017,2016,2015)
* Must provide warranties for all equipment
* Must provide technical literature and manuals
* All pages must be serialized from the first page to the last page and the tender document be must permanently binded. The University will not be held accountable for loss of loosely submitted documents.

**Stage 2: Technical Evaluation**

**A:BIDDERS CAPABILITY**

|  |  |
| --- | --- |
| **Technical qualifications of suppliers** | **Maximum Points** |
| * Must confirm current workloads and clients being supplied to, attach 5 recent orders for supply and delivery of laboratory equipment’s that have been recently concluded/ongoing. i.e. Local Purchase Orders, Contracts, letter of awards etc. | 10 |
| * Provide five (5) technical personnel who are will be involved in the installation and commissioning. Attach current curriculum vitae for each. | 10 |
| * Provide references from ten (10) clients served in the last 5 years with their contact addresses. | 10 |
| * Provide a signed and stamped commitment of delivery within sixty days after receipt of signed contract. | 20 |
| * Financial capability: Organization must show its credit worthiness to run the business proof that they are not operating on losses and bankruptcy they must provide: * Audited Accounts for the last three years i.e 2017,2016,201 * Contracts and LPO’S for supply and delivery of lab equipment’s * In each Contract/LPO indicated the time used to fully service the contract and LPO. * Recommendation letter from your banker | 20 |
| * Warranty period for each equipment with an indication of the contents of the cover of the warrant, the warranty should not be less than 1 year * Must indicate intention to enter into a service contract after expiry of the warranty. | 10 |
| * **Litigation issues-**Bidders are advised to make a statement indicating their litigation history. | 10 |
| * Provide brochure for each and every items in the schedule of requirements that they intend to supply and conforms to specifications. | 10 |
| **TOTAL MARKS** | **100** |

**Pass mark: To proceed to document evaluation bidders must score a pass mark of 70%.**

**B: DOCUMENTATION EVALUATION**

All equipment shall be evaluated against the specification required as per your brochures and technical data sheet dully filled by the manufacturer indicating conformity to the technical specifications attached in the bid document. All bidders must provide original product brochure detailing product parameters, drawings and design as provided by the manufacturer of the equipment Original brochure shall contain product literature, manufacturer address, contacts, country of origin and subsidiary companies where applicable

**Bidder must provide the following for documentation evaluation:**

* Quality certificates applicable to equipment’s from the manufacturer. (mandatory)
* Dully filled technical data sheets (Preferably by manufacturer) (Mandatory)
* Manufacturer authorization letter (Mandatory)

**NB Only bids that qualify at document evaluation shall proceed to stage 3 on evaluation based on specifications**

**Stage 3: Specifications Conformity**

Bidders who qualify in the above will be evaluated based on the technical specifications as indicated in the schedule of requirements above.

**NB: Bidders who qualify at this stage will proceed to Financial Evaluation.**

**Stage 4: Financial Evaluation**

1. The financial evaluation will be based on the lowest responsive evaluated bidder. All prices must include supply, delivery, installation, testing, training & commissioning and taxes.
2. The lowest evaluated bidder per line item will be awarded the tender to Supply, Delivery, Installation, testing, training and commissioning of teaching and laboratory equipment and apparatus
3. All submitted bids on financial proposal must be accurate and final, will not be subjected to arithmetic error correction on the tender sum read out during tender opening

**Part C: 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)

1. W**ill 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………………………….**