



# **JARAMOGI OGINGA ODINGA UNIVERSITY OF SCIENCE AND TECHNOLOGY (JOOUST)**

## **TENDER DOCUMENT**

### **FOR**

**SUPPLY AND DELIVERY, INSTALLATION, TESTING AND  
COMMISSIONING OF LABORATORY EQUIPMENTS.**

**TENDER NO. JOOUST/ONT/WB/003/2019-2020**

**CLOSING DATE: 15<sup>th</sup> JULY 2020 AT 10.00AM**

**OPENING DATE: 29<sup>TH</sup> JULY 2020 AT 10.00 AM**

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## INTRODUCTION

### SECTION I - TENDER NOTICE

**TENDER REF. NO.:** JOOUST/ONT/WB/003/2019-2020

**TENDER NAME:** SUPPLY AND DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF LABORATORY EQUIPMENTS.

Jaramogi Oginga Odinga University of Science and Technology, situated along Bondo Usenge road, in Bondo invites interested and eligible firms for the supply and delivery of under listed goods:

S/No	TENDER NO.	TENDER DESCRIPTION	CLOSING DATE	OPENING DATES
1.	JOOUST/ONT/WB/003/2019-2020	Supply and Delivery, Installation, Testing and Commissioning of Laboratory Equipment	15 <sup>TH</sup> JULY 2020 at 10.00am	29 <sup>TH</sup> JULY 2020 AT 10.00 AM

Soft copy of the tender document is available for free on the University website [www.jooust.ac.ke](http://www.jooust.ac.ke) and on the Public Procurement Information Portal [www.tenders.go.ke](http://www.tenders.go.ke).

Bidders who choose to download the tender documents from the University Website or Public Procurement Information Portal website should immediately email their name and contact details (cell phone number, e-mail and company name) to [proc@jooust.ac.ke](mailto:proc@jooust.ac.ke) for further communication of any addendum thereafter.

Duly completed Tender Documents in plain sealed envelopes with Tender Reference No. and clearly marked with Tender Name and Number and bearing no identification of the bidder's details should be sent to:

**The Vice Chancellor,  
Jaramogi Oginga Odinga University of Science and Technology,  
P.O. Box 210-40601,  
BONDO.**

**So as to be received on or before 15<sup>th</sup> JULY 2020 at 10.00am**

Opening will be on dates indicated above at a designated place which will allow for social distancing as guided by the Ministry of Health due to COVID-19 (at least 1.5m apart) in the presence of tenderers or their representatives who choose to attend. Late submissions will be rejected and returned unopened immediately at the tenderer's cost.

*The University reserves the right to reject any tender application in whole or part.  
Canvassing will lead to automatic disqualification.*

## VICE CHANCELLOR

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## **SECTION II INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible tenderers**

This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers.

- 2.1.1. The procuring entity's employees, committee members, board members and their relatives (spouses and children) are not eligible to participate in the tender.
- 2.1.2. Tenderers shall provide the qualification information 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 a firm or any of its affiliates 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 procurement of the services under this Invitation for tenders.
- 2.1.3. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Cost of tendering**

- 2.2.1 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.
- 2.2.2 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

### **2.3 Contents of tender documents**

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenders;
  - i) Instructions to tenderers
  - ii) General Conditions of Contract
  - iii) Special Conditions of Contract
  - iv) Schedule of Requirements
  - v) Details of service
  - vi) Form of tender
  - vii) Price schedules
  - viii) Contract form
  - ix) Confidential business questionnaire form
  - x) Tender security form
  - xi) Performance security form
  - xii) Declaration form

- 2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications 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 Documents**

- 2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not 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 prospective tenderers who have received the tender documents.
- 2.4.2. The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

## **2.5 Amendment of documents**

- 2.5.1. 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.
- 2.5.2. 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.
- 2.5.3. 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.

## **2.6 Language of tender**

- 2.6.1. 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**

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 8, 9 and 10 below;
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12;
- (d) Confidential business questionnaire.

## **2.8 Form of Tender**

- 2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

## **2.9 Tender Prices**

- 2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender 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 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 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).

## **2.10 Tender Currencies**

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

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

- 2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.11.2 The documentary evidence of the tenderers 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

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

2.12.2 The tender security shall be **2 per cent** of the tender price.

2.12.2 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

2.12.3 The tender 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) Cash.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit from a reputable bank.

2.12.4 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.

2.12.5 Unsuccessful tenderer'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 tender validity prescribed by the procuring entity.

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

2.12.7 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
- (b) In the case of a successful tenderer, *if* the tenderer fails:
  - (i) to sign the contract in accordance with paragraph 26; **or**
  - (ii) to furnish performance security in accordance with paragraph 27.
- (c) If the tenderer rejects correction of an error in the tender document.



## **2.13 Validity of Tenders**

- 2.13.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.13.2 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 may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## **2.14 Format and Signing of Tender**

- 2.14.1 The tenderer shall prepare one copy of the tender document, clearly labeled with tender name and number.
- 2.14.2 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.
- 2.14.3 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**

- 2.15.1 The tenderer shall seal the tender in an envelope, duly marking the envelope as indicated above.

The envelopes shall:

- (a) be addressed to the Procuring entity at the address given in the invitation to tender;
- (b) bear, tender number and name in the invitation to tender and the words: **“DO NOT OPEN BEFORE 29<sup>TH</sup> JULY 2020 at 10.00am .**
- 2.15.4 If the envelope is not sealed and marked as required by paragraph 2.15.1, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

## **2.16 Deadline for Submission of Tenders**

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.1 no later than **15<sup>TH</sup> JULY 2020 at 10.00am**

2.16.2 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, 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.

## **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 tender is received by the procuring entity prior to the deadline prescribed for the submission of tenders.

2.17.2 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 cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.17.3 No tender may be modified after the deadline for submission of tenders.

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 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.

## **2.18 Opening of Tenders**

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **29<sup>TH</sup> JULY 2020 at 10.00am** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.3 The tenderers' 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.

- 2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the 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 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.

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 securities have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

- 2.20.2 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

- 2.20.3 Prior to the detailed evaluation, pursuant to paragraph 22, 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.

- 2.20.4 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 a 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 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 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 2.22.4 and in the technical specifications:

(a) Operational plan proposed in the tender;

(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.*

The Procuring entity requires that the supplies under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders 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.*

Tenderers shall state their tender price for the payment on a 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 schedule 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.

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.22.6 To qualify for contract awards, the tenderer 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 public procurement;

## **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 tenderer's tender.

## **2.24 Award of Contract**

### **a) Post qualification**

2.24.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer's 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 2.1.2, 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 lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

### **b) Award Criteria**

2.24.3 Subject to paragraph 2.24 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.

2.24.4 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 tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

2.24.5 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.

## **2.25 Notification of award**

2.25.1 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.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.27, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

## **2.26 Signing of Contract**

2.26.1 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.

2.26.2 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.

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 the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.27 or paragraph 2.27.1 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 lowest evaluated or call for new tenders.

**2.28 Corrupt or Fraudulent Practices**

- 2.28.1 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.
- 2.28.2 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;
- 2.28.3 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**

### **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 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.
- b) “The Contract Price” means the price payable to the tenderer 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 tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring Entity” 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**

These General Conditions shall apply to the extent that they are not superceded 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.

#### **3.5 Patent Right's**

The tenderer 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**

Within twenty eight (28) 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 Special Conditions of Contract.

3.6.2 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.

3.6.3 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:

- a) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit from a reputable bank.

3.6.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

### **3.7 Inspections and Tests**

3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer 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 the Procuring entity.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.8 Payment**

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

### **3.9 Prices**

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 tenderer 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 amendment signed by the parties.

### **3.10 Assignment**

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the procuring entity's prior written consent.

### **3.10 Termination for Default**

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

- a) if the tenderer 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;
- b) if the tenderer fails to perform any other obligation(s) under the Contract;
- c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract;
- d) in the event 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 undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

### **3.12 Termination of insolvency**

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 produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

### **3.13 Termination for convenience**

- 3.13.1 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 convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 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**

The procuring entity 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.

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**

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 Force Majeure**

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

### **3.17 Applicable Law.**

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

### **3.18 Notices**

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

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

## Appendix to Instructions to Tenderers

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

<b>INSTRUCTIONS TO TENDERERS REFERENCE</b>	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>
2.1.1	<p><b>Particulars of eligible tenders;</b></p> <ol style="list-style-type: none"> <li>1. Must submit a copy of certificate of Registration/Incorporation.</li> <li>2. Must provide CR12 for a limited company.</li> <li>3. Must Submit a copy of a valid Tax Compliance certificate (Validity will be checked on the KRA TCC)</li> <li>4. Must provide a current business permit</li> <li>5. The Tender form must be dully filled, signed and stamped</li> <li>6. The price schedule must be dully filled signed and stamped.</li> <li>7. Must provide a bid bond of 2% of the total amount from a commercial bank and should be valid for 120days from the date of opening.</li> <li>8. Audited accounts for the year ended 2019, 2018, 2017.</li> <li>9. Must dully fill, sign and stamp confidential business questionnaire</li> <li>10. Must serialize all pages in the document from the first to the last.</li> <li>11. The University will not be held liable for any loss of document</li> </ol>
2.14.1	<p><b>Tender Security. 2% of the total amount from a commercial bank or approved insurance company and should be valid for 120days from the date of opening.</b></p>
2.18.1	<p>Date of closing :<b>15<sup>TH</sup> JULY 2020 at 10.00am</b> Date of opening of the tender: <b>29<sup>TH</sup> JULY 2020 at 10.00 am</b></p>
2.29.1	<p>The contract shall be signed within 21 days from the date of notification of contract award (contract signing)</p>

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

### **Notes on Special Conditions of Contract**

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.

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 procurement of goods required. In preparing section IV, the following aspects should be taken into consideration.

- a) Information that complements provisions of section III must be incorporated.
- b) Amendments and/or supplements to provision of section III, as necessitated by the circumstances of the specific good required must also be incorporated.

Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract the provisions of the special conditions of contract herein shall prevail over the provisions of the general conditions of contract.

## **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.

<b>REFERENCE OF GCC</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>
3.12.1	Shall be done after terms and conditions of the order request are met.
3.18.1	As per Kenyan Laws

## SCHEDULE OF REQUIREMENTS

### 1. Fluorescence/UV-VIS Spectrophotometer

#### Specifications

- Detection modes: Absorbance and Fluorescence
- Dimensions: 18.5 cm × 17.0 cm × 7.0 cm
- Power supply: AC adapter (included)
- Power consumption: 3 A start-up, 500 mA continuous
- Absorbance light source: deuterium (UV) and incandescent (VIS)
- Emission light source: Exchangeable LED (ships with **375 nm, 450 nm, 525 nm**)
- Detector: Linear CCD
- Wavelength range: 220–850 nm
- Wavelength reporting interval: ~ 1 nm
- Optical resolution: 3.0 nm (as determined with 486 nm hydrogen emission spectral line FWHM)
- Wavelength accuracy: ± 2.0 nm (as determined with holmium oxide NIST standard)
- Absorbance photometric accuracy: ± 5.0% (as determined with potassium dichromate NIST standards)
- Absorbance photometric range (for best accuracy): 0.1–1.0
- Typical scan time: ~ 2 s
- Sample format: 10 mm × 10 mm cuvette (UV fluorescence cuvette included)
- Fluorescence emission detection limit: 1 mg/L quinine sulfate dihydrate in 0.1 M H<sub>2</sub>SO<sub>4</sub>

### 2. Portable Photosynthesis System

Modulation frequency: 1 Hz – 250 kHz

Measuring light peak wavelength: 625 nm

Red actinic and saturating flash peak wavelength: 625 nm

Blue actinic peak wavelength: 475 nm

Far-red peak wavelength: 735 nm

Actinic light output

0 – 3000 µmol m<sup>-2</sup> s<sup>-1</sup> total at 25 °C

0 – 1000 µmol m<sup>-2</sup> s<sup>-1</sup> blue at 25 °C

0 – 2000 µmol m<sup>-2</sup> s<sup>-1</sup> red at 25 °C

Saturation light: 0 – 16,000  $\mu\text{mol m}^{-2} \text{s}^{-1}$  at 25 °C

Far-red light: 0 – 20  $\mu\text{mol m}^{-2} \text{s}^{-1}$  at 25 °C

### **3. Nanodrop DNA Spectrophotometer**

Absorbance Accuracy: 3% (at 0.74 Abs at 350nm)

Absorbance Range: Pedestal: 0-300 ABS Cuvette: 0 - 1.5 ABS

Accuracy: 0.002

Accuracy (Absorption)

3% at (0.74 at 350nm)

Applications

Nucleic Acid Quantification, DNA Quantification, RNA Quantification, Protein Quantification

Certifications/Compliance

UL/CSA and CE

Compatibility

Microsoft Windows 7 Professional (32-bit and 64-bit), Windows 8 (32- and 64-bit), and Windows 10 Pro (64-bit)

Concentration

2ng/ $\mu\text{l}$ -15,000ng/ $\mu\text{l}$  (dsDNA) ng/ $\mu\text{l}$

Connections

USB

Depth (Metric)

20cm

Description

Microvolume Spectrophotometer, with cuvet capability

Detection Limits

Pedestal: 2ng/ $\mu\text{L}$  (dsDNA), 0.10mg/mL (BSA) Cuvette: 0.4ng/ $\mu\text{L}$  (dsDNA), 0.01 mg/mL (BSA)

Detection Range

Pedestal: 2-15,000ng/ $\mu\text{L}$  (dsDNA) , 0.10 - 400mg/mL (BSA)

Detector Type

2048-element linear silicon CCD array

Footprint

14 x 20cm

Heating Range

37°;  $\pm 0.5^\circ\text{C}$

Includes

Laptop Computer

Item Description

NanoDrop 2000c with laptop computer

Interface

Laptop Computer

Lamp

Xenon Flash

Measurement Time

<5 sec.

No. of Samples

1



Pathlength (Metric)

10; 5; 2; 1mm

Power Consumption

12VDC

Sample Volume (Metric)

1000, 0.5-2.0 $\mu$ L

Spectral Resolution

=1.8nm (FWHM at Hg 253.7)

System Requirements

Microsoft Windows 7 Professional (32-bit and 64-bit), Windows 8 (32- and 64-bit), and Windows 10 Pro (64-bit)

Type:

Spectrophotometer

Volume (Metric)

0.5 to 2.0 $\mu$ L

Voltage

12VDC

Wattage

5W

Wavelength Accuracy

$\pm$ 1nm

Wavelength Range

190-840nm

Weight (English)

2.1kg

Weight (Metric)

2.0kg

Width (English)

14cm

Width (Metric)

14cm

Warranty

1 year parts and labor

Unit Size

-

## 4. Atomic Force Microscope

**Imaging/Operating Modes:** Contact, Non-contact, Tapping, Phase Contrast, Lateral Force, Magnetic Force, Force Modulation, Scanning Tunneling

• **Non-Imaging Modes:** Force/Distance spectroscopy, Nanolithography, Nanomanipulation and Current/ Voltage (I-V) spectroscopy.

• Library of standard and user defined operation/imaging modes

• **Scanning System:** Closed loop operation with position sensors, separate XY and Z scanner to eliminate “bowing” effect in images

• **Scan Range:** X&Y axes > 90  $\mu$ m, Z axes > 10  $\mu$ m in closed loop. The same scanner should

also be capable of scanning smaller areas of  $\sim 1 \text{ sq-}\mu\text{m}$ .

- **Scan Resolution:**  $< 2 \text{ nm}$  in closed loop and  $< 0.2 \text{ nm}$  in open loop or better in both cases
- **Color Video Microscope:** High resolution/ magnification color video microscope with light source for sample and AFM tip/probe observation
- **Controller and Electronics:** Digital precision controllers for interfacing between the computer, the scanning system, and the probe/tip motion sensor
- **Calibration:** AFM calibration kit with necessary samples (HOPG, Mica..) and tools
- **Vibration Noise/Isolation:** Vibration isolation stage/table, Acoustic enclosure
- **AFM Tips/Probes:** AFM tips/probes for the above mentioned imaging/operating modes. The number of tips/probes that will be supplied to be specified.
- Details of tips/probes resolution, and material to be provided
- All compatible cables and connectors
- **Sample size:**  $20 \times 20 \times 5 \text{ mm}$  or higher
- Nano Indentation Kit with all the required accessories, Load:  $20\text{mN}$  or higher, displacement resolution  $0.3 \text{ nm}$  or better

#### B. Computer and Software

- Computer: Compatible latest high performance computer with Windows operating system (excluding Windows Vista) and two monitors, minimum 8 GB RAM, CD/DVD writer, minimum 500 GB hard disk. The computer should be guaranteed for a period of 2 years from the date of AFM commissioning. It is preferred that the computer is procured in India, integrated with the equipment and the required software's are to be installed.
- In-addition to the desktop a compatible laptop with latest specifications and suitable software for AFM image analysis and data processing to be provided with details
- Compatible color laser printer & scanner to be provided with details
- All catalogues related to Software / Hardware to be provided
- Software: Software to operate the AFM, analyze the data i.e. AFM image analysis including section, histogram, roughness, particle analysis, and masking should be provided
- Software should perform all control functions and should be capable of post processing, analysis, storage and play back of 3D/2D images as per the relevant standards
- Reinstallation CD's: CDs containing all the reinstallation software and manuals should be provided
- Software upgrades as and when made available and any price involved should be quoted

#### C. Power Requirements

- Power  $220\text{-}240 \text{ V AC}$ ,  $50 \text{ Hz}$
- Suitable UPS(APC/ SOCOMEC) with backup power of up to 30 minutes to be quoted

## 5. Energy Dispersive X-ray Fluorescence Spectrometer

Measurement principle X-ray fluorescence spectrometry

Measurement method Energy dispersion

Target samples Solids, liquids, powders

Measuring range  $11\text{Na}$  to  $92\text{U}$  (EDX-7000)  $6\text{C}$  to  $92\text{U}$  (EDX-8000/8100)

Sample size  $\text{W } 300 \times \text{D } 275 \times \text{approx.H } 100 \text{ mm}$  (excluding radiuses)

Maximum sample mass  $5\text{kg}$  ( $200\text{g}$  per sample when using turret, Gross mass  $2.4\text{kg}$ )

X-ray generator

X-ray tube Rh target

Voltage 4 kV to 50 kV  
 Current 1  $\mu$ A to 1000  $\mu$ A  
 Cooling method Air-cooled (with fan)  
 Irradiated area Automatic switching in four stages: 1, 3, 5, and 10 mm diameter  
 Automatic switching in four stages: 0.3, 1, 3, and 10 mm diameter\*1  
 Primary filters Five types (six, including the open position), automatic replacement  
 Detector  
 Type Silicon drift detector (SDD)  
 Liquid nitrogen Not required (electronic cooling)  
 Sample chamber  
 Measurement atmosphere Air, vacuum\*1, helium (He)\*2  
 Sample replacement\* 12-sample turret  
 Sample observations Semiconductor camera  
 Data processor  
 Memory 2 GB min. (32-bit), 4 GB min. (64-bit)  
 HDD 250 GB min.  
 Optical drive Super multi drive  
 OS Windows 7 (32-bit/64-bit)\*3  
 Software  
 Qualitative analysis Measurement/analysis software  
 Quantitative analysis  
 Calibration curve method, correction for coexistent elements, FP method,  
 film FP method, background FP method  
 Matching software Intensity/content  
 Utilities Automatic calibration functions (energy calibration, FWHM calibration)  
 Instrument status monitoring function  
 Analysis results tabulation  
 function  
 Installation  
 Temperature  
 10 °C to 30 °C (temperature fluctuation rate 2 °C/hour max.,  
 temperature fluctuation range: 10 °C max.)  
 Relative humidity 40 % to 70 % (no condensation)  
 Power supply 100-240 V AC  $\pm$ 10 %, 2 A earthed socket  
 Dimensions W 460 x D 590 x H 360 mm  
 Weight Approx. 45 kg

## 6. HPLC

### Pump

	LC-20AD	LC-20AT	LC-20AB
Degassing Unit	3 or 5 Lines (Volume 400 $\mu$ L)		
Pulsation	0.1 MPa (for water at 1.0 mL/min. and 7MPa)	0.3 MPa (for water at 1.0 mL/min. and 7MPa)	0.1 MPa (for water at 1.0 mL/min. and 7MPa)
Flow rate range	0.0001 to 10.0000 mL/min.	0.001 to 10.000 mL/min.	0.0001 to 10.0000 mL/min.
Flow rate precision	No more than 0.06% RSD or 0.02 min SD, whichever is greater		
Gradient type	High-pressure / low-pressure mixing gradient		High Pressure mixing
Gradient / concentration precision	$\pm 0.5\%$ (specified conditions)	1.0% (specified conditions)	$\pm 0.5\%$ (specified conditions)
Maximum pressure	40 MPa		

### Autosampler

	SIL-20A/C HT
Injection method	Needle-in-flowpath
Injection volume	$\pm 1\%$ (at 100 $\mu$ L)

accuracy	injection, n = 10)
Injection volume range	0.1 to 100 µL (Option: 0.1 to 50 µL, 1 to 500 µL, 1 to 2,000 µL)
Injection volume reproducibility	RSD: 0.3% maximum (at 10 µL injection)
Samples capacity	Sample plate: 175 (1 mL), 105 (1.5 mL), 50 (4 mL), 2 (MTP/DWP plates) Control plate: 10 (1.5 mL)
Sample cooler	Block cooling/heating, used together with defumidifying function 4 to 40°C *No sampler cooler included in SIL-20AHT model

#### Oven

	CTO-20A/C
Oven Capacity	W220 × D95 × H365 mm
Temperature control range	Room temperature ± 10 to 85°C, Setting range 4 to 85°C

## UV Detector

	SPD-20AV
Wavelength Range	190 to 900 nm (with optional tungsten lamp)
Noise level	$\pm 2.5 \times 10^{-6}$ AU, (250 nm, Specified condition)
Flow cell	12 $\mu$ L (10 mm), 12 MPa
Option cell	High-Sensitivity: 8 $\mu$ L (10 mm) Semi-micro: 2.5 $\mu$ L (5mm)

## 7. Kjeldahl Apparatus

Units of test	3 test	6 test
Heater	Mantle type	
Flask capacities	300 ml / 500 ml	
Max. temperature	350°C	
Rating	200 watts	
Construction	MS powder coated	
Optional	<ul style="list-style-type: none"> <li>- Glass ware</li> <li>- Clamps</li> <li>- Lead fume duct</li> <li>- Condenser rack</li> </ul>	
Power supply	220 Volts 50H	

## 8. Axio A1 Microscope

Dimensions (width x depth x height) Microscope stand Axio Scope.A1 (no DL illumination) approx. 240 mm x 340 mm x 365 mm Stand column Vario 380 mm approx. 460 mm x 390 mm x 465 mm Stand column Vario 560 mm approx. 460 mm x 390 mm x 645 mm Mass Microscope stand Axio Scope.A1 (depending on variant and accessories) approx. 14 to 20 kg Stand column Vario approx. 19 kg Environmental conditions Transport (in packaging): Permissible environment temperature -40 to +70 °C Storage: Permissible environment temperature +10 to +40 °C Permissible humidity (no condensation) max. 75 % at 35 °C Operation: Permissible environment temperature -10 to +40 °C Permissible relative humidity (no condensation) max. 75 % at 35 °C Height of application max. 2000 m Air pressure 800 hPa to 1060 hPa Pollution level 2 Operational

data Range of application indoor Protection class I Protection type IP 20 Electrical security according to DIN EN 61010-1 (IEC 61010-1) In consideration of CSA and UL regulations Overvoltage category II Radio interference suppression according to EN 55011 class B Immunity according to DIN EN 61326 Voltage range 100 to 240 V  $\pm 10\%$ , no voltage adjustment is necessary no vol Power frequency 50/60 Hz Power input Axio Scope.A1 with internal power supply unit 110 VA Power input Axio Scope.A1 with auxiliary power supply unit 12 V DC 100 W 220 VA Transformer mbq52ac-z for HBO 50 Range of application indoor Protection class. I Protection type IP 20 Switchable voltage range 100, 110, 120, 127 VAC and 230, 240 VAC Switchable power frequency 50 and 60 Hz Power input with HBO 50 in operation max. 350 VA

Transformer HBO 100 W Range of application. indoor Protection class I Protection type IP 20 Voltage 100 VAC ... 240 VAC Power frequency 50 60 Hz Power input with HBO 103 in operation 155 VA Fuses according to IEC 127 Microscope stand Axio Scope.A1 for LED illumination in transmitted light 2x T 3.15 A/H, 5x20 mm Microscope stand Axio Scope.A1 for HAL 50 illumination in transmitted light 2x T 3.15 A/H, 5x20 mm Transformer mbq52ac-z for HBO 50 100 V, 127 V: 2x T 4 A 220 V - 240 V: 2x T 2.5 A Transformer HBO 100 W T 2.0 A/H, 5x20 mm Auxiliary power supply unit 12 V DC 100 W 2x T 5.0 A/H, 5x20 mm Light sources LED illumination DL Power input 7 W Halogen lamp 12 V / 50 W Light source control infinitely variable from approx. 3 to 12 V Halogen lamp 12 V / 100 W Light source control infinitely variable from approx. 3 to 12 V Mercury vapor short arc lamp HBO 50 Power input for HBO 50 50 W Mercury vapor short arc lamp HBO 103 W/2 Power input for HBO 103 W/2 100 W Illumination system Colibri Power input 70 W Axio Scope.A1: Stand with manual stage focusing Rough drive approx. 4 mm / rotation Fine drive approx. 0.4 mm / rotation; approx. 4  $\mu\text{m}$  mark distance Lift range approx. 25 mm Vertical stop mechanically variable Condenser 0.9/1.25 H with optional Modulator disk for bright field, dark field and phase-contrast 1, 2, 3 or PlasDIC Manual objective change via nose piece, 6-fold H, M27 Manual reflector module change via reflector slider 2-fold, reflector turret 4-fold or 6-fold

## **SECTION VII- STANDARD FORMS**

### **Notes on standard forms**

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 2.9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 2.12.3
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the – conditions of contract.
5. The principal's or manufacturer's authorization form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

## **SECTION VI - STANDARD FORMS**



1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender security form
6. Performance security form
7. Bank guarantee for advance payment
8. Declaration form

## 8.1 **FORM OF TENDER**

Date \_\_\_\_\_  
Tender No. \_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_  
*[Name and address of procuring entity]*

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. .... *[insert numbers]*. the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission ( ..... *(insert equipment description)* in conformity with the said tender documents for the sum of ..... *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract , in the form prescribed by ..... *(Procuring entity)*.

4. 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.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

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

**PRICE SCHEDULE FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING  
AND COMMISSIONING OF LABORATORY EQUIPMENTS**

All prices inclusive of VAT and all taxes:

The tender to factor all the cost of delivery to avoid any cost variation

Name of tenderer \_\_\_\_\_

Tender Number \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

S/n.	Items Description	Qty	Unit Price	Total Price
1	Fluorescence UV-VIS Spectrophotometer	1		
2	Portable photosynthesis system	1		
3	Nanodrop DNA specrophotometer	1		
4	Atomic Force Microscope	1		
5	Energy Dispersive X-Ray Fluorescence Spectrophotometer	1		
6	HPLC	1		
7	Kjedahl Apparatus			
8	Microscope	1		

**Signature .....Stamp .....Date .....**

## CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

### 1. COMPANY DETAILS

a) Business Name

.....

b) Location of business premises

Plot No. .... Street/Road .....

Postal Address ..... Tel. No. ....Fax ..... Email  
.....

Contact Person and Telephone No.....

**(Please attach Company Profile)**

c) Nature of business .....

d) Registration Certificate No. ....(Please attach copy)

e) Current Trade Licence No..... (Please attach copy)

f) PIN No..... (Please attach copy)

g) Tax Compliance Certificate No.....( Please attach copy)

h) VAT No.....

i) Year Established.....

j) Number of staff employed.....

k) Payment terms.....Days

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

#### 2(a). SOLE PROPRIETOR:

Your name in full ..... Age.....

Nationality ..... Country ..... of ..... origin

.....Citizenship

details.....

**2(b) – Partnership**

Give details of partners as follows

Name	Nationality	Citizenship Details	Shares
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....

(If a Kenyan Citizen, indicate under Citizen Details whether by Birth, Naturalization or Registration)

**2(c) – Registered Company:**

Private or public

.....

State the nominal and issued capital of the company –

Nominal Kshs.. .....

Issued Kshs.....

Give details of all directors as follows

Name	Nationality	Citizenship Details	Shares
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....

Date..... Signature of Tenderer.....

If a citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration

.

### 8.3 TENDER SECURITY FORM

Whereas ..... [name of the tenderer]  
(hereinafter called "the tenderer") has submitted its tender dated ..... [date of  
submission of tender] for the supply, installation and commissioning of  
.....[name and/or description of the equipment] (hereinafter called "the  
Tender") ..... KNOW ALL PEOPLE by these presents  
that WE ..... of ..... having our registered office at  
..... (hereinafter called "the Bank"), are bound unto ..... [name  
of Procuring entity] (hereinafter called "the Procuring entity") in the sum of  
..... 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 tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to the Procuring entity up to the above amount upon receipt 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 it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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)

## 8.4 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 certain goods ] and has accepted a tender by  
the tenderer for the supply of those goods in the sum of ..... [*contract  
price in words and figures*] (hereinafter called “the Contract Price).

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 Tender Form and the Price Schedule submitted by the tenderer
- (b) the Schedule of Requirements
- (c) the Technical Specifications
- (d) the General Conditions of Contract
- (e) the Special Conditions of contract; and
- (f) 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 tender hereby covenants with the Procuring entity to provide the  
goods 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  
provisions of the goods 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 \_\_\_\_\_  
\_\_\_\_\_

(Amend accordingly if provided by Insurance Company)

## 8.5 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 goods*] (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 the 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:

THEREFORE 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 figure*] 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 or sums within the limits of ..... [*amount of guarantee*] as aforesaid, without you 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 \_\_\_\_\_

Signed and seal of the Guarantors

\_\_\_\_\_  
[*Name of bank or financial institution*]

\_\_\_\_\_  
[*Address*]

\_\_\_\_\_  
[*Date*]



## 8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

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

[*name of tender*] .....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, ..... [*name and address of tenderer*](hereinafter called “the tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of ..... [*amount of guarantee in figures and words*].

We, the ..... [*bank or financial institutions*], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding ..... [*amount of guarantee in figures and words*]

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until ..... [*date*].

Yours truly,

Signature and seal of the Guarantors

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[*name of bank or financial institution*]

---

[*address*]

---

[*date*]

## 8.8 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

## **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 EGERTON UNIVERSITY 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:
  - a) Cancellation of the contract;
  - b) 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 40, 41 and 42 of Kenya Public Procurement and Disposal Act 2005)**

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: \_\_\_\_\_

**8.9 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.

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

## 9.0 : EVALUATION CRITERIA FORM

*The tenderer is expected to dully fill Stage 1 and 3 of this form*

### Stage 1: General Information

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

### Stage 2: Evaluation criteria

#### PART A: PRELIMINARY STAGE /MANDATORY REQUIREMENTS

1. Must submit a copy of certificate of Registration/Incorporation.
2. Must provide CR12 for a limited company.
3. Must Submit a copy of a valid Tax Compliance certificate (Validity will be checked on the KRA TCC)
4. Must provide a current business permit
5. The Tender form must be dully filled, signed and stamped
6. The price schedule must be dully filled signed and stamped.
7. Must provide a bid bond of 2% of the total amount from a commercial bank or approved insurance company and should be valid for 120days from the date of closing.
8. Audited accounts for the year ended 2019, 2018, 2017.
9. Must dully fill, sign and stamp confidential business questionnaire
10. Must dully sign and stamp the anticorruption declaration form
11. Must serialize all pages in the document from the first to the last.The University will not be held liable for any loss of document

**NB Only bids that qualify at preliminary stage/ mandatory requirements evaluation stage shall proceed to Technical Evaluation.**

## PART B: TECHNICAL EVALUATION (BIDDER'S CAPABILITY)

The Technical Evaluation shall account for 90 point of the score as below:

No	DESCRIPTION	MAXIMUM POINT
1	<b>EXISTENCE OF THE FIRM</b> Provide pin of the company location (2 marks) Provide detailed contacts of the location of the company i.e postal address indicating exact location, telephone address, email address e.c.t (2 marks) Provide a telephone number of the contact person (2 marks)	6 marks
2	<b>EXPERIENCE OF THE FIRM</b> Provide experience of supply and delivery of laboratory equipment's done for the last 3 years. This should be in the form of LPO's of Contracts. (2 marks for each evidence)	24 marks
3	<b>FINANCIAL CAPABILITY</b> Provide certified audited accounts for the last 3 years i.e 2019,2018, 2017. (5 marks) Provide letter from your banker as evidence of good lines of credit terms. (5 marks) Indicate your credit limit Above Ksh 20,000,000 (20 marks) Above Ksh 10,000,000-Ksh 20,000,000 (15 marks) Above Ksh 5,000,000- Ksh 10,000,000 (10 marks) Above Ksh 1,000,000- Ksh 5,000,000 (5 marks)	30 marks
4	<b>TECHNICAL EXPERTIES</b> This are equipment that needs technical expertise Provide CV of technical personnel who will be deployed to install, test, train and commission the equipment. Above 5 years of experience (10 marks) 4-5 years (7 marks) 2-3 years ( 5 Marks) 0-2 years (0 marks)	10 marks
5	<b>MANUFACTURER AUTHORISATION AND WARRANTY</b> Provide brochure, technical data sheet and manufacturer authorization letter for each equipment you intend to supply. (2 marks each) Provide statement of compliance with 1 year warranty period. (5 marks) Give proof of availability of local servicing agent and cost of yearly routine servicing including parts.( 5 marks)	20 marks
	<b>TOTAL POINTS</b>	<b>90 MARKS</b>

The Cut off points for the Technical Score is 70% of the total points. Only bidders who shall score 70% and above in the Technical score shall proceed for Financial Evaluation.

Total points scored\_\_\_\_\_ (Passed / Failed) \_\_\_\_\_

**Only bids that qualify at technical stage shall proceed to Conformance to specification stage.**

#### **PART C: CONFORMANCE TO SPECIFICATIONS**

This stage will involve checking if the brochure, technical data sheet and manufacturer authorization letter provided conform to the specification as provided/stated in the schedule of requirement.

**N/B: The University shall not compromise on the specification whatsoever either during evaluation or during inspection and acceptance after delivery.**

**Only bids that qualify at Conformance to specification stage shall proceed to Financial Evaluation.**

#### **PART D: FINANCIAL STAGE:**

- The financial evaluation will be based on the lowest responsive evaluated bid. All prices must include supply, delivery, installation, testing and commissioning to Jaramogi Oginga Odinga University of Science and Technology Bondo Campus and all taxes.
- The lowest responsive evaluated bidder will be awarded the tender.

#### **Stage 3: Declaration (For the Tenderer only)**

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

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

No: ☐

Yes: ☐

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