



MERU UNIVERSITY OF SCIENCE & TECHNOLOGY

**TENDER NO: MUST/060/2016-2017 FOR SUPPLY, DELIVERY
INSTALLATION AND COMMISSIONING OF TEACHING
EQUIPMENTS FOR BIOLOGICAL SCIENCES**

JANUARY 2017

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1.0 INVITATION TO TENDER

TENDER REF No: MUST/060/2016-2017

TENDER NAME: FOR SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF TEACHING EQUIPMENT FOR BIOLOGICAL SCIENCES

Meru University of Science and Technology invites sealed bids from eligible bidders for supply and delivery, installation and commissioning of teaching Equipment for Biological Sciences

Interested eligible bidders may obtain further information and inspect the tender documents from the Procurement Office, Meru University of Science and Technology main campus – along Meru - Maua Rd, during the office working hours; Monday through Friday, upon payment of a non-refundable fee of Kshs. 1,000 per set of document in cash or in banker’s cheque payable to Meru University of Science and Technology. The bid document may also be downloaded from the university website (www.must.ac.ke) free of charge or Kenya Government tenders portal: <http://www.supplier.treasury.go.ke>.

Qualifications requirements include: Experience and technical capacity – evidence of minimum three successfully completed contracts of similar nature within the last three (3) years. Provide audited accounts for the last three years. Provide copies of a valid Tax compliance certificate and Certificate of Reg. /Incorporation. Additional details are provided in the Bidding Documents. The bid security must be 2% of the tender sum in the form of a Bank Guarantee from a reputable bank or in banker’s cheque. Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.

Completed bid documents must be received by MUST at the address below not later than **Friday 10th February 2017 at 10.30 am** in plain sealed envelopes clearly marked as follows:

“Tender No. TENDER NO: MUST/060/2016-2017 FOR SUPPLY, DELIVERY INSTALLATION AND COMMISSIONING OF BIOLOGICAL EQUIPMENTS FOR BIOLOGICAL SCIENCES. Do not open before **Friday 10th February 2017 at 10.30 am** should be addressed to:

Issued by Meru University of Science and
Technology 2017

**The Vice Chancellor,
Meru University of Science and Technology
P.O. BOX 972 – 60200 Meru- Kenya Tel:
020 – 2092048, +254 712 524293
www.must.ac.ke**

The tender documents should be placed in the tender box situated in the administration block 2 at reception area of MUST main campus at Nchiru along Meru – Maua Rd so as to be received on or before **Friday 10th February 2017 at 10.30 am local time**. Tenders submitted later than the indicated closing date and time shall automatically be disqualified.

Tender opening will take place immediately on the same date in the Academic Boardroom. Tenderers or their representatives who wish to attend are invited to witness the opening.

SECTION II - INSTRUCTIONS TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of and delivery, installation and commissioning of a level 2 laboratory for microbiological and immunological diagnostics benches & accessories by the intended completion date specified in the Schedule of Requirements Section VI.

2.1.2 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.1.3 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 goods under this Invitation for tenders.

2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible materials, goods and parts

2.2.1 All goods, materials and parts to be supplied under the contract shall have their origin in eligible source countries.

2.2.2 For purposes of this clause, “origin” means the place where the vehicles were produced. Vehicles are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

2.3 Cost of Tendering

2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the MUST, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3.2 The price to be charged for the tender document shall be Kshs.1,000.00 in cash (freely convertible currency) or in bankers cheque – Meru University of Science and Technology.

2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set qualification criteria shall be evaluated and offered the award if they are successful.

2.4. **The Tender Document**

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire

2.4.2 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.

2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify **MUST** in writing or by post at the address indicated in the Invitation to Tender. **MUST** 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. Written copies of **MUST** response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.2 **MUST** shall reply to any clarifications sought by the tenderer within 2 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.6 **Amendment of Documents**

2.6.1 At any time prior to the deadline for submission of tenders, **MUST**, 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 amendment.

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, **MUST**, at its discretion, may extend the deadline for the submission of tenders.

2.7 **Language of Tender**

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and **MUST**, shall be written in English language, provided that 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.

2.8 **Documents Comprising of Tender**

2.8.1 The tender prepared by the tenderers shall comprise the following components

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14

2.9 **Tender Forms**

2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the vehicle to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.10 **Tender Prices**

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of **MUST**.

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.10.4 The validity period of the tender shall be 60 days from the date of opening of the tender.

2.11 **Tender Currencies**

2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

2.12 **Tenderers Eligibility and Qualifications**

2.12.1 Pursuant to paragraph 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.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the MUST's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to **MUST** satisfaction;

- (a) that, in the case of a tenderer offering to supply the vehicles under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the vehicle' Manufacturer or producer to supply the goods.
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.12 **Goods materials and parts Eligibility and Conformity to Tender Documents**

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of goods, materials and parts which the tenderer proposes to supply under the contract.

2.13.2 The documentary evidence of the eligibility of the goods, materials and parts shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the goods, materials and parts to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristic of the goods, materials and parts;

(b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods, materials and parts for a period of five (5) years, following commencement of the use of the goods, materials and parts MUST; and

(c) a clause-by-clause commentary on the MUST's Technical Specifications demonstrating substantial responsiveness of the goods, materials and parts proposed for supply to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.14 Tender Security

2.14.1 The tenderer shall furnish, as part of its tender, a tender security as specified in the Appendix to Invitation to Tenderers.

2.14.2 The tender security shall be in the amount of 2 per cent of the tender price.

2.14.3 The tender security is required to protect the MUST against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.14.4 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, or a guarantee issued by a reputable insurance company 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.

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22

2.14.6 Unsuccessful Tenderer's tender 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.

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by the MUST 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 2.27 or (ii) to furnish performance security in accordance with paragraph 2.28

2.15 Validity of Tenders

2.15.1 Tenders shall remain valid for 120 days or as specified in the Invitation to tender after the date of

tender opening prescribed by MUST, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the MUST as non-responsive.

2.15.2 In exceptional circumstances, MUST 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 2.14 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.

2.16 **Format and Signing of Tender**

2.16.1 The Procuring entity shall prepare two copies 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.

2.16.2 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. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.16.3 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.

2.17 **Sealing and Marking of Tenders**

2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

2.17.2 The inner and outer envelopes shall:

(a) be addressed to the MUST at the address given in the Invitation to Tender:

(b) bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE,"

2.17.3 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".

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.18 **Deadline for Submission of Tenders**

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **Friday 10th February 2017 at 10.30 am**

2.18.2 The MUST may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 Modification and Withdrawal of Tenders

2.19.1 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 MUST prior to the deadline prescribed for submission of tenders.

2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.19.4 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 2.14.7

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

2.19.6 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.

2.20 Opening of Tenders

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **Friday 10th February 2017 at 10.30 am** in the location specified in the Invitation to Tender.

The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.20.2 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.

2.20.3 The Procuring entity will prepare minutes of the tender opening.

2.21 Clarification of Tenders

2.21.1 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.

2.21.2 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.

2.22 Preliminary Examination

2.22.1 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.

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, 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

2.22.3 MUST 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 effect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 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.

2.22.5 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 non-conformity.

2.23 Conversion to Single Currency

2.23.1 Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the rate of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

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

2.24.3 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 Preference

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

2.26 Contacting the Procuring entity

2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.26.2 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.

2.27 Award of Contract

(a) Post-qualification

2.27.1 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.

2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

2.27.3 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)

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Award Criteria

2.27.4 The Procuring entity will award the contract to the successful tenderer(s) 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.

(c) **Procuring entity's Right to Vary quantities**

2.27.5 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) **Procuring entity's Right to accept or Reject any or All Tenders**

2.27.6 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

2.28 Notification of Award

2.28.1 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.

2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.29 Signing of Contract

2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.29.2 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.

2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.30 Performance Security

2.30.1 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.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 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 Candidate 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 when used in the present regulations, the following terms are defined as follows;

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

2.31.2 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.

2.31.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

3.1.1 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 Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization purchasing the Goods under this Contract.

- (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

3.2 **Application**

- 3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

3.3 **Country of Origin**

- 3.3.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.

- 3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

3.4 **Standards**

- 3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.5 **Use of Contract Documents and Information**

- 3.5.1 The tenderer 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 tenderer in the performance of the Contract.

- 3.5.2 The tenderer shall not, without the Procuring entity’s prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

- 3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer’s performance under the Contract if so required by the Procuring entity

3.6 **Patent Rights**

- 3.6.1 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 Goods or any part thereof in the Procuring entity’s country

3.7 **Performance Security**

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

3.7.2 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.

3.7.3 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 bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

3.7.4 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 obligations under the Contract, including any warranty obligations, under the Contract

3.8 **Inspection and Tests**

3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods 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.

3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. 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.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.

3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 **Packing**

3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

3.10 **Delivery and Documents**

3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

3.11 **Insurance**

3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

3.12 **Payment**

3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract

3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

3.13 **Prices**

3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

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

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

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

3.14. **Assignment**

3.14.1 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

3.15 Subcontracts

3.15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

3.16 Termination for default

3.16.1 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 deliver any or all of the goods 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

3.16.2 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, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

3.17 Liquidated Damages

3.17.1. If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.18 Resolution of Disputes

3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.18.2 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 adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

3.19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

3.20 Force Majeure

3.20.1 The tenderer 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.

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 goods being procured. In preparing Section IV, the following aspects should be taken into consideration.

- (a) Information that complement provisions of Section III must be incorporated and
- (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the goods being procured must also be incorporated.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.1. Special Conditions 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 these in the GCC.

SECTION V - TECHNICAL SPECIFICATIONS

5.1 General

5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply

5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.

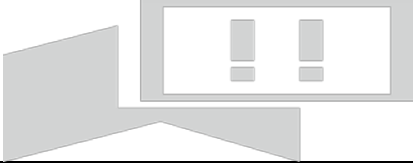


5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.



5.1.4 The tenderers are requested to present information along with their offers as follows:


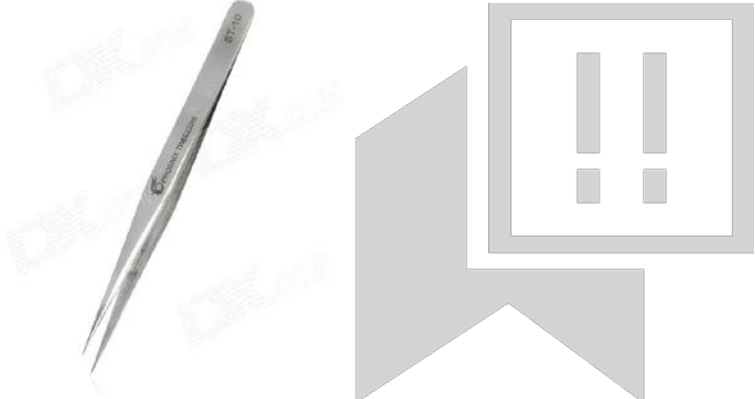
- (i) Shortest possible delivery period of each product
- (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.




5.2 TECHNICAL SPECIFICATIONS AND PRICE SHLEDULE



i. EQUIPMENTS AND LABORATORY ITEMS



1.	Sterilizing Filters	0.2 μ m, 47/50mm diameter.	pkts	10		
2.	Falcon tubes	15ml graduated 0.5ml, 50ml graduated 5ml, polypropylene, sterile, conical centrifuge tubes. 	pkts	10 each		
3.	Petri dishes	Standard 15x90mm, borosilicate/ Pyrex, Autoclavable 	pcs	200		
4.	Magnetic Stirring Rods	magnetic stir bar with centre rim PTFE enclosed ,white 35mmx6mm 	pkts	2		



5.	Latex Gloves	Non-Powdered, latex gloves medium size and large size (1each of 10packets)	Cart on	2		
6.	Test Tubes	20mm x 150mm, borosilicate, without rim, with Autoclavable caps 	pcs	200		
7.	Spatula	High quality (AISI 304) polished stainless steel, Robust seamless construction, smooth finish, one end flat and the other micro spoon. 	pcs	50		
8.	Asbestos for gouch crucibles	stainless steel	pcs	30		



						
9.	Forceps	<p>Polished stainless steel, sharp pointed 1:2 tooth and blunt pointed 1:2 tooth, straight body form. Length 150 mm</p> 	15 pcs each	30		
10.	Crucibles	<p>Glazed inside and out, except for outside bottom surface and rim.</p> <ul style="list-style-type: none"> • Max. use temp.: 1150°C; limit of use evacuated: 1300°C • non-porous so they should not be any change in weight after firing material porcelain, with cap size B, H 29 mm, capacity 15 mL, top O.D. 35 mm 	pcs	50		



						
11.	Paper towels	Absorbent	10R olls	1		
12.	Magnetic stir bar retriever	Polypropylene 12" Stirring Bar Retrievers, ideal for use with all stirring bars. The entire retriever is totally encased in a chemically resistant polypropylene, with a handy ring for hanging when not in use. 	pcs	10		
13.	Straight & Bent teasing needles	Stainless Steel with Metal handles 	Pcs	10		
14.	Horse pipe for Bunsen burner	Heavy duty gas Horse compatible with standard bunsen burner	roll	1		

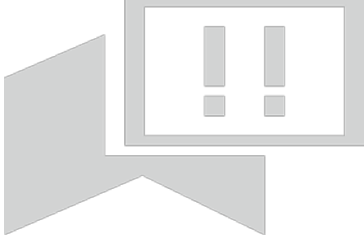

15.	Watch glasses	borosilicate, heavy wall, fine polished, slightly out –of-round 65mm diameter	doz	2		
						
16.	Felt Markers	Staedler or equivalent type, permanent markers, Black	doz	1		
						
17.	Plastic Bags	Strong 9"x12" for plant specimen, with zip lock	pkts	5		
18.	Major insect orders survey chart	A1 size well classified	pcs	2		
19.	Tape Measure	Stanley or Equivalent, 50M, fibre glass material, with PVC covered steel case	pcs	5		


						
20.	Water proof tags	Blank Vinyl Tags - 3/4 x 3 3/4" White w/reinforced metal eyelet. .020 thickness w/3/16" size hole & eyelet. 	pkt of 100 pcs	3		
21.	Diameter Tape	Metric Fabric Diameter Tape 10M, 160 cm diameter in cm, mm on one side, 10m linear in m, cm other side, 5/8" Wide tape line is synthetic fabric reinforced with thin phosphor brass wires. Claw hook and hand crank rewind. Forestry or Equivalent.	pcs	5		


						
22.	Pin Frame	made of aluminum, comprise a cross-bar with pin-holes supported on legs of adjustable height	pcs	5		
23.	Meter Rule	stainless steel, standard graduated in Centimetres and inches	pcs	10		
24.	Quadrats	0.5M x 0.5M, 1Mx 1M,metalic galvanized (10 of each)	pcs	10		
						
25.	Herbarium Sheets	30 x 42cm, Caliper .012	bun dles	5		
26.	Ranging Poles	2Meters steel, in length/height, Steel with pointed tip, 50cm graduated	sets	5		

						
27.	Spring Balance	<p>Scientific, 1Kg, For determining weights by spring elongation which is proportional to the applied force. Made of strong polystyrene case with a flat anodized metal scale to read newton and grams. Provided with a zero adjuster, suspension ring and a load hook. Weight capacity: 1-kilogram/10-newtons. Hunsens type or Equivalent</p> 	pcs	10		



28.	Altimeter	Automatic and portable, durable, water proof 	pcs	5		
29.	GPS	Display type, transfective, 65K colour TFT 2.2" display size, Resolution 176 x 220 pixels, Inbuilt Memory ((Flash/RAM)) 1.7GB, USB, Garmin e Trek 20 or Equivalent 	pcs	4		
30.	Pruning Shears(secateurs)	General purpose heavy duty professional quality fixed handle secateurs. Upper blade: Razor sharp, High Carbon SK5 steel, polished with black heat treated finish. · Lower blade: Mid Carbon S50C pressed Steel, Resin spill groove, polished with black heat treated finish · Size: 220mm	pcs	10		


		<ul style="list-style-type: none"> · Opening: 20mm · Handles/Body: Strong High tensile formed stain less steel body and handles, painted finish · Stop Buffer: Neoprene Buffer for smooth and softer landing after each cutting action · One hand lockable safety lock <p>Designed for general use and particularly forward cutting, lightweight and durable. Stanley or Equivalent</p> 				
31.	compass	<p>Outdoor waterproof, portable multifunction, Light in the Dark brass compass.</p> 	pcs	10		
32.	Heterogenous Soil Auger	<p>Complete auger set (with bayonet connection), among other items, comprises: 4 types of stainless steel augers with 7cm diameter (clay-, sand-, coarse sand and combination type), a Riverside auger, a stony soil auger, a spiral auger, a piston</p>	set	5		


		<p>sampler and a gouge auger. The set should also contains: 5M extension rods, a fiberglass utility probe, a sounding device with measuring tape, a push-/pull handle, maintenance equipment and a field data registration set. The complete set be delivered in an aluminum transport case.</p>				
						
33.	Malled-soft soil Sampling Kit	<p>With T-Handle, 1.75 pounds Soft-Faced Mallet, two 13 inch Rod Extensions, assorted sizes sampling tubes; 12", 15" and 18" three for dry, Core diameter is 1.2 inches. And three for wet soil, Core diameter is 0.688 inches. All tubes feature hardened cutting tips, DOM high strength steel, and a protective electroless nickel-plated finish. Strong, lightweight, nickel-plated, steel tubing protects against rust and wear.</p>	set	5		


						
34.	Soil cores Sampler kit	With hammer attachment, chrome molybdenum 2"Dx2"L cap, removable retaining liners with 2" I.D. samplers. Kits include one butyrate retaining liner and two polyethylene liner caps., with casing.	kits	5		

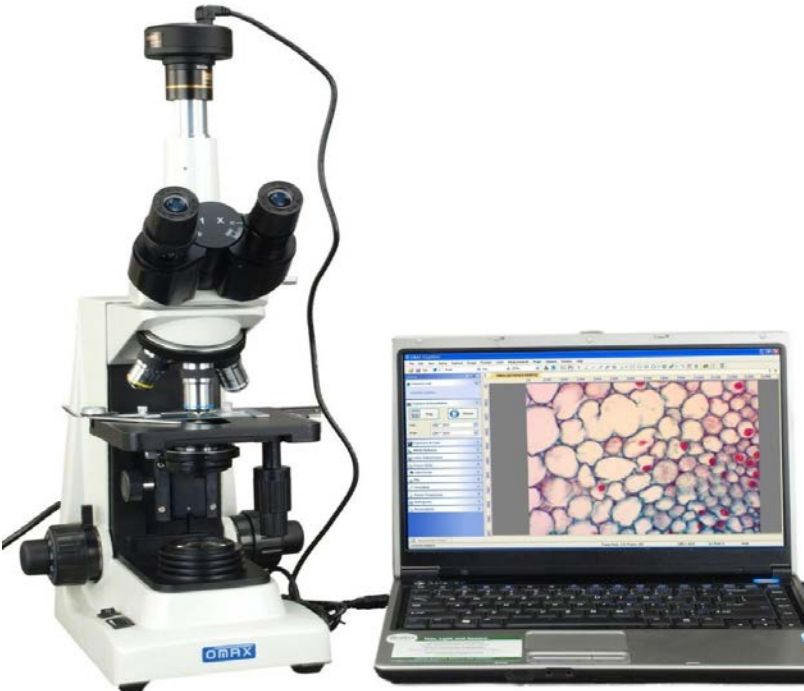
						
35.	Urinometer	Digital, high luminosity, high sensitivity, automatic calibration 	pcs	10		
36.	Wash bottles	500ml semi rigid polyethylene, goose neck, strong	pcs	30		

						
37.	Percussion hammer	popular neuro hammer, Chrome handle with round synthetic rubber head, Overall length 7 1/2", Latex-free 	pcs	10		
38.	Wildman trap	1L Erlenmeyer flask complete kit with metal rod, oily layer nut, stopper nut and recess	pcs	10		
39.	Bimetallic thermometer	Stainless Steel, Hermetically Sealed with external pointer reset 3 Inch Diameter Dial, 6" stem length,	pcs	5		
40.	platinum resistance thermometer	Electrical thermometer, resistance of 100 ohms at 0 °C and 138.4 ohms at 100 °C. temp. PT100 or equivalent	pcs	10		


41.	Thermocouples	digital, 0.8 mm (0.032") diameter thermocouples, maximum service temp. 593°C (1100°F), response time 0.002sec	pcs	10		
42.	Thermistors/ Thermistors	Electrical thermometer	pcs	10		
43.	vacuum Filtration unit	complete unit with; 1Litre borosilicate 3.3 heavy wall flask with side arm for vacuum connection which can fit 6- 10mm diameter horse pipe, conical rubber gasket with funnel fitting hole, heavy wall 300ml borosilicate funnel, support base with sintered disc, stain less steel metal clip, suitable with 47/50mm diameter membranes. 	pcs	5		
44.	Reflux condenser	complete, borosilicate	pcs	5		


						
45.	Soxhlet kit	pyrex/ borosilicate complete kit	pcs	4		

						
46.	Digital Binocular Microscope	<p>model; Applications, Cell biology / Neuroscience / Developmental biology / Micromanipulation (injection, IVF, ICSI) / Transgenics / Fluorescence applications /Biotechnology</p> <p>sample Type, Various e.g. large culture flasks, tube and multi-well platesType: Brightfield / Phase Contrast / Integrated Modulation Contrast Light Source: 5 W LEDObjectives: standard 2.5x - 100x with 4x, 10x, 20x, 40 Phase Contrast Eyepiece: 10x (standard). Field of view 18mm, optical tube 180mm L, Illumination 6V/30W quartz halogen, Interpupillary distance: Adjustable, 52.5 to 75mm, Focus: 40mm/rev(coarse), 1mm/rev(fine), stage: fixed, 200mm x 260mm.working distance; 72mm with condenser; 180mm without condenser. eye point 370mm, Head: binocular inclined at 45°C with USB laptop computer interface, allen hexagonal key, vinyl dust cover power: 110to 240 VAC, warrant, user manual</p>	pcs	1		

						
47.	Thin Layer chromatography KIT	borosilicate 3.3, complete with aluminum applicator(thickness of the layer varied from 1m.m to 2m.m. thin layer drawing board, drawing rack, developing chamber, spotting jig, silica gel pipette, glass plates(6Nos) , glass sprayer with bulb and spare brass applicator	pcs	6		

						
48.	Ice Maker	<p>flaked ice self-contained water cooled unit, 6" leg raised, 395lbs of ice a day, 140lbs self-contained storage bin, 2 scoops, 220-250V, 50-60Hz, warrant, user manual, installation manual.</p> 	pcs	1		
49.	ELISA Reader	<p>UV/VIS. 96 well micro plate reader, with Temperature Control and shaking. Filters installed 260, 405, 450, 490, 630nm filters installed (or user's choice) in 10 place filter wheel. -Wavelength Range: 190 to 1000 nm , Photometric Range: 0.0 to 4.5 O.D, Photometric Linearity: 0.0 to 4.0 O.D. +/- 1% at 405 nm - Photometric Accuracy: < +/- 0.002 O.D. or < +/-</p>	pcs	1		

		<p>0.5% 0 to 4.0 O.D.</p> <ul style="list-style-type: none"> - Photometric Precision: < +/- 0.002 O.D. or < +/- 0.5% 0 to 4.0 O.D. - Photometric Resolution: 0.001 O.D. - Light Source: Xenon Flash - Read Time: 6 sec/96 well, 12 sec/384 well, (single wavelength) 33 sec/1,536 well - Plate Shaking: 3 speeds, time selectable - Incubation Ambient: + 5 °C to 42 °C - Filter Type: 10-position filter magazine - Temp tested and certified with NIST IR infrared thermometer laser easy voltage reset. Laptop Computer interface and printer, power 220-240v 50-60Hz, Installation, warrant 				
50.	Vacuum filtration manifold	Complete High grade Stainless steel unit with 4 funnels with caps,4 stoppers and 4clamps,4 Branches, 4-way individual stainless steel control valve which can allow filtration through different branches with single vacuum pump, vacuum tank and a gas burner used with 47/50mm diameter.	pcs	1		

						
51.	Analytical weighing balance	<p>Readability to 0.0001g (0.1 mg), with quick-Cal internal calibration feature, RS232 port for data output to a computer or printer, with quick Cal internal calibration feature, maximum weight 200g, calibration masses, and digital LED display. power AC240V, 50/60Hz, warrant</p>	pcs	2		




52.	PH meter	digital display, with temperature and PH probes, and Ph calibration standards, power 220-240v,50-60Hz, warrant	pcs	2		
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53.	Haemacytometer	<p>Very Fine Quality Bright-lined Blood Counting Chamber & Neuberg grid lines brightly illuminated for easy reading, power 220-240v,50-60Hz, Installation services, warrant</p> 	pcs	2		


54.	Glass Bead sterilizer	<p>Digital, Crucible size 40mm dia. x 80mm Depth, Preset Temperature Range 240°C- 270°C, Initial Stabilization Time 10 Minutes, Weight of Glass Bead 40g, Material of Lid ; Stainless, Wattage 50 W Single Phase, Input 230V/ 50/60 Hz, glass beads, user manual, after sale technical support, warrant.</p> <div data-bbox="850 479 1092 698" data-label="Image"> </div>	pcs	2		
55.	Plant Growth Chamber	<p>High specification plant growth chamber. Microprocessor Digital Controller and Back Light LCD display. Growth area, 0.73m², Growth volume 1000 litre with 3 removable shelves, Interior dimensions (w x d x h) 970mm x 750mm x 1400mm, Exterior dimensions (w x d x h) 2120mm x 980mm x 1985mm, Temperature range - lights off +5°C to +45°C, Temperature range - lights on -10°C to +60°C all manipulatable as per user's interest, Temperature stability ±0.5°C, Humidity range - lights off 40%RH to 95%RH, Humidity range - lights on 40%RH to 85%RH all manipulatable as per users' interest, Standard lighting module 1 - lamp types 840 fluorescent, 100% to 10% dimmable, Standard lighting module 1 - maximum intensity 1450 μmol m⁻²s⁻¹, Door/s the light can be manipulated up to dark room state, One door with observation window with glass, Electrical connection 3/N/PE 400V 50/60Hz 16A, installation, warrant, user manual, after sale technical support.</p>	pcs	1		

						
56.	Horizontal Laminar flow	<ul style="list-style-type: none"> ■ ISO class 3 work zone 10x HEPA Filter efficiency up to 99.97% & 0.3 micron size ■ Mesh Guard for HEPA Filter Protection ■ Easy to Exchange HEPA Filter, 8 Steps Air Velocity Control ■ Safety UV Protection System: UV Lamp is only activated once Hydraulic tempered safety Glass Door is Completely closed ■ High performance of Touch Controller-Easy to use, Microprocessor Digital Controller and Back Light LCD, all safety information on one screen ■ UV and Fluorescent Lamp, External Gas Connection Valve, Internal Electrical outlet 	pcs	1		

		<p>- High-Quality Back-Light LCD, 99hr 59min Timer, Silence and Vibration-Free Blower, under 65 dBA , Optimized Air Flow System for Uniform Air Flow/Velocity, Corrosion Resistant 304 Stainless steel Working area</p> <p>- Air Flow-type : Horizontal Air Flow-type , Interior dimensions (w×d ×h) , 1,500×660×610 , Horizontal air supply, prevent outer gas from entering and preventing peculiar smell in operating area from damaging human body, adopts wind volume adjustable fan system, light-touch type switch and dual-speed voltage regulation device to keep wind speed in working area in ideal state. Tested for cross-contamination and product protection using microbiological test method adopted from EN12469, ISOCIDETM Powder Coat (silver-impregnated) that inhibits microbial growth to improve safety, Spill-retaining stainless steel (#304) worktop design will ensure containment of accidental liquid spills. external body: powder coated steel, 1 phase, Ac 230v, 50/60 Hz, installation, warrant, user manual,</p>				
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57.	Sonicator	Crushing capacity 0.5-1200ml, ultrasonic frequency 20-25, probes ø6, 10, 12, 15, 20, 25, 28. Temperature control	pc	1		

						
58.	Polyacrylamide gel Unit	<p>Complete unit with Ultra soft silicon seals, Dual casket, 20×20 cm 4mm thick notched glass plate with bonded 1mm thick spacers, 2×24 sample combs, rapid cooling pack, dummy plate and casket base, volume 1200ml × volume, platinum electrodes, 4 channel power pack, user manual, after sale technical support, warrant, Input 230V/ 50/ 60 Hz</p> 	pcs	2		

59.	Clinometer	<p>Compact laser rangefinder and height meter User selectable distance, angle, 1, 2 & 3 point height modes Use 3-point height mode for accurate height readings - uses laser to obtain horizontal distance to target, then internal inclinometer to measure angle to base and top of tree Greater height accuracy than Forestry 550 when using 3-point mode Distance range 10-500m; Angle range +/- 89 Deg 6x magnification optical sight Internal and external LCD displays Selectable first target/distant target priority Distance accuracy +/-0.5m for under 100m, +/-1m for >100m Waterproof (but not useable under water) Uses 1 x CR-2 lithium battery (supplied) Dimensions: 130x45x69mm, weight 210g, Includes carry case, Nikon Forestry or equivalent</p> 	pcs	2		
60.	Water deionizer	<p>Digital, Milipore, Product Type: Single Max flow rate: 4 liters per minute Inlet pressure: 5 psi min</p>	pcs	1		

								
TOTAL								
GRAND-TOTAL								

SECTION VI: MANADATORY REQUIREMENTS

a. Preliminary Evaluation Stage

1. Certificate of Incorporation/Registration
2. A valid Tax Compliance Certificate
3. I-tax pin registration certificate
4. A Business Permit
5. Company profile showing the directors and physical address
6. Audited accounts for the last 3 years
7. A bid bond of 2% of the tender sum (must be valid for a minimum of 60 days from tender opening day)
8. Duly filled form of tender
9. Manufacturer authorization letter where applicable
10. Duly filled Business questionnaire

b. Technical Evaluation Stage

N O	REQUIREMENT	MARKS
1	Delivery period Within 3 wks – 25mks Within 5 wks – 15mks Over 6 wks – 10mks	25
2	Product or equipment warranty from date of delivery, installation and commissioning. One year warranty – 20mks Less than one year warranty – 15mks	20
3	A list giving full particulars, including available source and current Prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods, materials and parts for a period of five (5) years, following commencement of the use of the goods, materials and parts by MUST. Fully provided – 10mks Partially provided – 5mks	10
6	Evidence of successfully completed contracts of similar nature within the last three (3) years. (attach completion letters/ LPO/LSO) Five similar contracts – 45mks Four similar contracts – 35mks Three similar contracts – 25mks Less than two contracts – 10 mks	45

The minimum score to proceed to the financial evaluation stage is 70 marks. The bidders will be ranked in terms of the technical score from the highest to the lowest.

c. Financial Evaluation Stage

The audited accounts for the latest 3 years will be evaluated. The following will be used to measure the financial strength;

1. Positive Working Capital
2. Net profit/loss
3. Firms Turnover

The firms will be ranked in terms of the working capital.

d. Price Comparison Stage

The prices offered by firms that will qualify to this stage will be considered and the lowest bidder will be recommended for award. In case two or more bidders offer the same price the highest ranked bidder on technical score will be awarded.

Name of tenderer _____ Tender Number Page of _____

Signature of tenderer _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

SECTION VIII - STANDARD FORMS

Notes on the sample Forms

1. Form of Tender - The form of tender must be completed by the Tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
3. Tender Security Form - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
4. Contract Form - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
5. Performance Security Form - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.

6. Manufacturers Authorization Form - When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

8.1 **FORM OF TENDER**

Date

Tender No. _____

To: _____

_____ [Meru University of Science and Technology P.O BOX 972-60200-MERU]

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 [] 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 _____

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

Part 1 – General: Business Name Location of business premises. Plot No..... Street/Road Postal Address Tel No. Fax E mail Nature of BusinessRegistration Certificate No..... Maximum value of business which you can handle at any one time – Kshs. Name of your bankers Branch

	Part 2 (a) – Sole Proprietor Your name in full Age Nationality Country of origin Citizenship details
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	Part 2 (b) Partnership Given																																
	<p>details of partners as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%; text-align: center;">Name</td> <td style="width: 25%; text-align: center;">Nationality</td> <td style="width: 25%; text-align: center;">Citizenship</td> </tr> <tr> <td style="text-align: center;">Details</td> <td style="text-align: center;">Shares</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">1.</td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">2.</td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">3.</td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">4.</td> <td>.....</td> <td></td> <td></td> </tr> </table>		Name	Nationality	Citizenship	Details	Shares			1.			2.			3.			4.										
	Name	Nationality	Citizenship																														
Details	Shares																																
1.																																
2.																																
3.																																
4.																																
	Part 2 (c) – Registered Company Private																																
	<p>or Public</p> <p>.....</p> <p>State the nominal and issued capital of company-</p> <p style="padding-left: 40px;">Nominal Kshs.</p> <p style="padding-left: 40px;">Issued Kshs.</p> <p>Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%; text-align: center;">Name</td> <td style="width: 25%; text-align: center;">Nationality</td> <td style="width: 25%; text-align: center;">Citizenship</td> </tr> <tr> <td style="text-align: center;">Details</td> <td style="text-align: center;">Shares</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">1.</td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">2.</td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">3.</td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">4.</td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">...</td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">5.</td> <td>.....</td> <td></td> <td></td> </tr> </table>		Name	Nationality	Citizenship	Details	Shares			1.			2.			3.			4.			5.		
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Details	Shares																																
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2.																																
3.																																
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5.																																

Date Signature of Candidate

If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

Kindly fill the table below with Company directors

s/no	Name	Gender	Age	Youth	Women	PWD

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 [Meru
University of Science & Technology} (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 MANUFACTURER'S AUTHORIZATION FORM

To Meru University of Science and Technology

WHEREAS[name of the manufacturer] who are established and reputable manufacturers of [name and/or description of the goods] having factories at [address of factory] do hereby authorize [name and address of Agent] to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. [reference of the Tender] for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

[Signature for and on behalf of manufacturer]

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

Issued by Meru University of Science and
Technology 2017