



**TENDER DOCUMENT FOR SUPPLY, DELIVERY, INSTALLATION,
TESTING AND COMMISSIONING OF LABORATORY EQUIPMENTS AT
KENYA DAIRY BOARD NATIONAL LABORATORY AT UPPER KABETE.**

TENDER NO: KDB/G/109/19

JUNE 2019

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SECTION I INVITATION TO TENDER

TENDER REF NO: KDB/G/109/19
TENDER NAME: SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF LABORATORY EQUIPMENTS.

- 1.1 The Kenya Dairy Board (KDB) invites sealed tenders from eligible candidates for supply, Delivery, Installation, Testing and Commissioning of Laboratory Equipments.

TENDER NO.	DESCRIPTION	CLOSING DATE
KDB/G/109/19	SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF LABORATORY EQUIPMENTS	19/6/2019

- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at Kenya Dairy Board, Procurement Office, NSSF Building, Block A, 10th Floor, Eastern Wing.
- 1.3 Alternatively, tender documents may be obtained free of charge by downloading from Kenya Dairy Board website: **www.kdb.go.ke** or **tenders.go.ke**. Downloaded Documents must be registered with the procurement office or via email **procurement@kdb.co.ke** for records or any further tender clarification and addenda.
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at **NSSF Building, Block A, 10th Floor, Eastern Wing, P.O. Box 30406-00100 (GPO) Nairobi** or be addressed to **Kenya Dairy Board P.O. Box 30406-00100 (GPO) Nairobi** so as to be received on or before ***(Wednesday, 19th June 2019 and 10.00am.***
- 1.5 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at **Kenya Dairy Board Boardroom 10th Floor NSSF Building Block 'A' Eastern Wing**

MANAGING DIRECTOR

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 Appendix to Instructions to Tenderers. Successful tenderers shall complete the supply, install and commissioning of the equipment by the intended completion date specified in the tender documents.
- 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 unless where specially allowed under section 131 of the Act.
- 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 involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Eligible Equipment

- 2.2.1 All equipment to be supplied and installed 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 equipment(s) are produced. Goods 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.
- 2.2.3 The origin of equipment is distinct from the nationality of the tenderer and shall be treated thus in the evaluation of the tender.

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 procuring entity, 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 not exceed Kshs.1000.00
- 2.3.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.4. Contents of 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 Form
- (xiv) Declaration form
- (xv) Request for Review Form

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 Tender Documents

2.5.1 A prospective tenderer making inquiries of the tender documents may notify the Procuring entity in writing or by post 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 that have received the tender document.

2.5.2 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.

2.6 Amendment of Tender Documents

2.6.1 At any time prior to the deadline for submission of tender, 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.

2.6.2 All prospective tenderers that have obtained 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, the Procuring entity, 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 the Procuring entity, 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 the 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 2.12 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 2.13 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
- (e) Confidential Business Questionnaire

2.9 Tender Form

2.9.1 The tenderer shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the equipment to be supplied, installed and commissioned and a brief description of the equipment, 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 where applicable and total tender price of the equipment and installation it proposes to supply under the contract.

2.10.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

- (i) the price of the equipment quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable;
- (ii) charges for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination; and
- (iii) installation charges shall also be indicated separately for each equipment

2.10.3 Prices quoted by the tender shall remain fixed during the Tender's performance of the contract. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22 unless otherwise agreed by the parties.

2.11 Tender Currencies

2.11.1 Prices shall be quoted in the following currencies:

- (a) For equipment that the tenderer will supply from within Kenya, the prices shall be quoted in Kenya Shillings; and
- (b) For equipment that the tenderer will supply from outside Kenya, the prices may be quoted in US Dollars or in another freely convertible currency.
- (c) Cost of installation and commissioning will be in Kenya Shillings.

2.12 Tenderers Eligibility and Qualifications

2.12.1 Pursuant to paragraph 2.1. The tenderers 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.

2.12.1 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity'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

2.12.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction;

- (a) that, in the case of a tenderer offering to supply equipment under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the equipment, Manufacturer or producer to supply the equipment
- (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.

2.13 Goods Eligibility and Conformity to Tender Document

- 2.13.1 Pursuant 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 all equipment which the tenderer proposes to supply under the contract
- 2.13.2 The documentary evidence of the eligibility of the goods shall consist of 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 equipment 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 equipment
 - 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 equipment for a period of two (2) years, following commencement of the use of the equipment by the Procuring entity; and
 - c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 2.13.4 For purposes of the commentary to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

- 2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.
- 2.14.2 The tender security shall be in the amount not exceeding 2 percent of the tender price.
- 2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7
- 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) Cash
- b) A bank guarantee
- c) Such insurance guarantee approved by the Authority
- d) Letter of credit.

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 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 2.27
 - 1. or
 - ii) to furnish performance security in accordance with paragraph 2.28
- c) If the tenderer rejects correction of an arithmetic error in the tender.

2.15 Validity of Tenders

2.15.1 Tenderers shall remain valid for 60 days or as specified in the tender documents after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.20. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.15.2 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 2.14 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. All pages of the tender, except for unamended printed literature, shall be initialled 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 initialled 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 Procuring entity at the address given on the Invitation to Tender.
 - (b) bear the tender number and name in the Invitation to Tender and the words “DO NOT OPEN BEFORE (Wednesday, 19th June 2019 and 10.00am)”
- 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 not later than 10.00am 19th June, 2019.
- 2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, 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
- 2.18.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the Appendix.

2.19 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 the Procuring entity 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

2.20 Opening of Tenders

- 2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **(10.00am, on 19th June, 2019)** and in the **Kenya Dairy Board, Boardroom NSSF Building, Block A, 11th Floor, Eastern Wing,**

The tenderers' representatives who are present shall sign a tender opening 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 and Responsiveness

- 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 quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures the amount in words will prevail
- 2.22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or 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 those currencies to Kenya Shillings using the selling exchange rate on the date 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 Procuring entity's evaluation of a tender will exclude and not take into account
- (a) in the case of equipment manufactured in Kenya or equipment of foreign origin already located in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the tenderer; and

- (b) any allowance for price adjustment during the period of execution of the contract, if provided in the tender.

2.24.3 The comparison shall be of the ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within Kenya, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods.

2.24.4 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors, in the manner and to the extent indicated in paragraph 2.23.5 and in the technical specifications:

- (a) delivery and installation schedule offered in the tender;
- (b) deviations in payment schedule from the specifications in the Special Conditions of Contract;
- (c) the cost of components, mandatory spare parts and service;
- (d) the availability in Kenya of spare parts and after-sales service for the equipment offered in the tender;

2.24.5 Pursuant to paragraph 2.24.4 the following evaluation methods will be applied

(a) *Delivery schedule*

- (i) The Procuring entity requires that the equipment under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. Tenders offering deliveries 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 of 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.

(c) *Spare parts and after sales service facilities*

Tenderers must offer items with service and spare parts back-up. Documentary evidence and locations of such back-up must be given. Where a tenderer offers items without such back-up in the country, he must give a documentary evidence and assurance that he will establish adequate back-up for items supplied.

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

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

2.25 Contacting the Procuring Entity

2.25.1 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.

2.25.2 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.

2.26 Award of Contract

(a) Post-Qualification

2.26.1 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.

2.26.2 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.

2.26.3 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

2.26.4 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.

2.26.5 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.

(c) Procuring Entity's Right to Accept or Reject Any or All Tenders

2.26.6 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 tenderer of the grounds for the procuring entity's action

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

2.26.8 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.

2.26.9 A tenderer who gives false information in the tender document about is qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.27 Notification of Award

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

2.27.2 The notification of award will signify the formation of the Contract but will have to wait until the contract is finally signed by both parties. Simultaneous other tenderers shall be notified that their tenders have not been successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29, the Procuring entity will simultaneously inform the other tenderers that this tenders have not been successful

2.28 Signing of Contract

2.28.1 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.

2.28.2 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.

2.28.3 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.

2.29 Performance Security

- 2.29.1 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.
- 2.29.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.28 or paragraph 2.29 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.

2.30 Corrupt or Fraudulent Practices

- 2.30.1 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 and will not be involved in corrupt or fraudulent practices.
- 3.30.2 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.
- 3.30.3 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

Notes on the Appendix to the Instructions to Tenderers

1. The Appendix to instructions to the tenderers is intended to assist the procuring entity in providing specific information in relation to corresponding clause in the instructions to Tenderers including in Section II and has to be prepared for each specific procurement.
2. The procuring entity should specify in the appendix information and requirement specific to the circumstances of the procuring entity, the goods to be procured and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
 - (a) The information that specifies and complements provisions of Section II to be incorporated
 - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the goods to be procured to be also incorporated
4. Section II should remain unchanged and can only be amended through the Appendix.
5. Clauses to be included in this part must be consistent with the public procurement law and the regulations.

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.

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	The eligible tenderers are suppliers dealing in Supply and Installation of Laboratory Equipments.
2.14.1	Tenders must be accompanied by a Tender Security of Kshs. 500,000.00, valid for 150 days.
2.15.1	Tender shall remain valid for 120 days after date of tender opening.
2.16	Two copies "ORIGINAL TENDER" and 'COPY OF TENDER' document will be submitted.
2.18.1	Tenders to be received not later than 19 th June, 2019 at 10.00 am
2.20.1	The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on 19 th June, 2019 at 10.00 am. The place of opening will be KDB Boardroom, NSSF Building, Block A Eastern wing 11th Floor.
2.22.1	No correction of errors. The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way.
2.29.1	The amount of performance security is 10% of the Contract amount in form of a bank guarantee.

2.24 EVALUATION PROCESS AND CRITERIA

Evaluation of the Bids shall undergo 4 main stages.

- i. Preliminary Evaluation (Mandatory Requirements)
- ii. Technical Evaluation
- iii. Financial Evaluation
- iv. Recommendation for award

i) **PRELIMINARY EVALUATION (MANDATORY REQUIREMENTS)**

NO	Requirements	YES/NO
1	Provide copy of Company's Certificate of incorporation or Certificate of Registration.	
2	Provide copy of Form CR12 from the Registrar of Companies.	

3	Provide copy of the company's current Certificate of Tax Compliance issued by Kenya Revenue Authority (KRA) Valid up to the date of tender opening.	
4	Submit a completed company's profile using the Confidential Business questionnaire format attached.	
5	Provide original bid bond (Tender Security) of KShs. 500,000.00 with validity period of at least 150 days from the date of tender opening.	
6	Provide manufacturer's letter of authorization confirming support by the equipment makers to sell/service the Laboratory Equipments quoted in Kenya. The letter should indicate the make and country of manufacture for each equipment.	
7	Duly Filled signed and stamped Form of Tender.	
8	Provide copy of valid business permit from county government.	
9	Dully filled, signed and stamped Confidential Business Questionnaire.	
10	Must complete, sign & Stamp the Self declaration that the bidder/person is not debarred in the matter of public procurement.	
11	All pages of both original and copy of the tender documents submitted MUST be sequentially serialized and bound by the tenderers.	
	Bidders complying with all the above Mandatory Requirements will proceed to the second stage of technical evaluation on equipment specification. Bidder not meeting any of the above mandatory requirements will NOT be evaluated further.	

ii) TECHNICAL EVALUATION

Pursuant to paragraph 2.12. The tenderers 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.

In order to comply with provisions of clause 2.1 of Eligible tenderers, the tenderers shall be required;

- a) *To fill the Standard Forms provided in the bid document for the purposes of providing the required information. The tenderers may also attach the required information if they so desire;*
- b) *To supply equipment/items which comply with the technical specifications set out in the bid document. In this regard, the bidders shall be required to submit relevant technical brochures/catalogues with the tender document, highlighting the Catalogue Numbers of the proposed items. Such brochures/catalogues should indicate comprehensive relevant data of the proposed equipment/items which should include but not limited to the following:*
 - (i) Standards of manufacture;
 - (ii) Performance ratings/characteristics;
 - (iii) Material of manufacture;

- (iv) Electrical power ratings; and
- (v) Any other necessary requirements (Specify)

The tenderer shall also fill in the Technical Schedule as specified in the tender document for Equipment and Items indicating the Country of Origin, Model/Make/Manufacturer and catalogue numbers of the Items/Equipment they propose to supply.

The award of points considered in this section shall be as shown below:

<u>PARAMETER</u>	<u>MAXIMUM POINTS</u>
(i) Compliance with Technical Specifications -----	40
(ii) Project delivery schedule-----	3
(iii) Spare parts and after sales service facilities-----	5
(iv) References from clients where similar supply and installation -----	12
(v) Warrant Period for Products Supplied -----	10
(vi) Technical Schedule -----	10
(vii) Disclosure of Litigation History-----	2
(viii) Financial Capability-----	10
(ix) Technical Capability) -----	8
TOTAL	<u>100</u>

The pass-mark under the Technical Evaluation is 70 percent.

The detailed scoring plan shall be as shown in table 1.

TABLE 1: Technical Evaluation

Item	Description	Max. Point	Points Scored
1	<p>Compliance with Technical Specifications</p> <ul style="list-style-type: none"> Compliant ----- 40 Non-compliant----- 0 <p><i>(Note: Tender Evaluation Committee to carryout analysis showing how decision on this requirement has been arrived at. Attach analysis on this as an Appendix)</i></p>	40	
2	<p>Project delivery schedule</p> <ul style="list-style-type: none"> Project delivery schedule and implementation plan ----- 3 Not Provided ----- 0 	3	
3	<p>Spare parts and after sales service facilities</p> <p>Documentary evidence and locations of local service centre(s) and spares provided-----5 Not Provided-----0</p>	5	
4	<p>References from three clients where similar supply and installation has been carried out. (attach letters of award, Contracts or LPO/LSO).</p> <ul style="list-style-type: none"> Bidders must provide names of at least three (3) sites where similar items have been successfully installed, and maintained-----6 Bidders must further attach supply and maintenance work order copies and recommendation letters from the reference sites given above.-----6 	12	
5	<p>Warrant Period for Products Supplied.</p> <ul style="list-style-type: none"> 12 Months and above-----10 Below 12 Months-----5 No Warrant Attached-----0 	10	
6	<p>Technical Schedule</p> <ul style="list-style-type: none"> Attach a schedule of technical specifications for each equipment to be supplied similar or equal to the one provided-----20 Attached specifications not similar to or equal to the ones provided---0 	10	
7	<p>Disclosure of Litigation History</p> <ul style="list-style-type: none"> Duly Filled ----- 2 Not filled -----0 	2	
8	<p>Financial Capability</p> <ul style="list-style-type: none"> Provide certified audited accounts for the last two consecutive financial years (2017 and 2018)-----5 Submission of detailed bank account information including a reference letter from your bank indicating the lines of credit that can be extended to the bidder including bank overdrafts facilities-----5 	10	
9	<p>Technical Capability:</p> <ul style="list-style-type: none"> Provide a list of at least 4 qualified technicians for installation & commissioning: Attach support documents i.e. CVs, copies of academic certificates, The technicians MUST be trained and certified by product manufacturer. -----(2marks each) 	8	
	TOTAL	100	

iii) FINANCIAL EVALUATION

Bidders scoring 70% and above in stage above will be subjected to financial evaluation. Preference shall be given to firms which will quote for all the items as indicated on the table above.

iv) RECOMMENDATION OF AWARD

Award of the tender will be to the lowest evaluated bidder Supply, Delivery, Testing, Installation and commissioning of Laboratory equipments at Kenya Dairy Board National Laboratory at Upper Kabete.

Note: The Procuring entity may carry out due diligence to confirm the following information provided by the bidder:

- a) Completed project of similar nature
- b) Timely delivery.
- c) Post implementation support

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 to the extent that they are not superceded by provisions of other part of contract.

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 and will be treated thus in the evaluation of the tender.

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 Candidate 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 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.

3.7.2 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) Cash
- b) Bank guarantee
- c) Such insurance guarantee approved by the Authority
- d) Letter of credit

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 equipment 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. 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 equipment 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 equipment after the equipment arrival and installation 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 and packaging of the equipment 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 equipment, documents and installation of the same 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 equipment supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery of the goods.

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 equipment delivered and installation 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 requests shall be processed by the procuring entity within 30 days of receiving the request.

3.14. 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

3.15. 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 equipment 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 equipment.

3.17. Termination for convenience

3.18. Liquidated Damages

3.18.1 If the tenderer fails to deliver and/or install any or all of the items 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.

3.19. Resolution of Disputes

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

3.19.2 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.

3.20. Language and Law

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

3.21. Force Majeure

3.21.1 The Tenderer 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.

3.22 Notices

3.22.1 Any notice given by one party to the other pursuant to this contract shall be sent to other party by post or by fax or Email and confirmed in writing to the other party's address specified.

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

3.23 Incidental Services

3.23.1 The Supplier may be required to provide any or all the following services, including additional services, if any, specified in SCC:

- (a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods
- (c) Furnishing of a detailed operations and maintenance manual for the Board appropriate unit of the supplied Goods;

- (d) Performance maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

- (e) Training of the KDB personnel, at the Supplier's plant and/or on site, in start-up, operation, maintenance, and/or repair of the supplied Goods. The supplier shall offer training for additional modules.

3.23.2. Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

3.24 Spare Parts

3.24.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) Such spare parts as the KDB may choose to purchase from the Supplier, provided that this choice shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) In the event of termination of production of the spare parts:
 - (i) Advance notification to the KDB of the pending termination, in sufficient time to permit the KDB to procure needed requirements; and

 - (ii) Following such termination, furnishings at no cost to the KDB, the specifications of the spare parts, if requested.

3.24.2 The Contractor agrees that the spare parts recommended by him for operation shall be in supply for the operation and maintenance of the Goods as per provision of subsequent paragraphs of this Clause.

3.24.3 All the spares for the equipment under the Contract will strictly conform to the Specification given herein and other relevant documents and will be identical to the corresponding main equipment/components supplied under the Contract and shall be fully interchangeable.

3.25 Warranty

3.25.1 The Supplier warrants that the all Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, workmanship, or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country.

3.25.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

3.25.3 Kenya Dairy Board shall promptly notify the Supplier in writing of any claims arising under this warranty.

3.25.4 Upon receipt of such notice, the Supplier shall, within the period specified in the Special Conditions of Contract, and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to Kenya Dairy Board.

3.25.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified, within a reasonable period, Kenya Dairy Board may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which Kenya Dairy Board may have against the Supplier under the Contract.

3.25.6 The tenderer must confirm that there is an established Maintenance Centre in Kenya for all the equipments proposed in the tender from where service will be arranged.

3.26 Delays in Supplier's Performance

3.26.1 Delivery of the Goods and performance of services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring entity.

3.26.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the KDB in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the KDB shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

3.26.3 Except as provided under the General conditions of contract (GCC) Clause 3.21, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 3.18, unless an extension of time is agreed upon pursuant to GCC Clause 3.26.2 without application of liquidated damages.

SPECIAL 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.

4.2 Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	Performance security shall be 10% of the contract amount in form of bank guarantee
3.12	The method and conditions of payment to the bidder under this contract shall be as follows: (i) There shall be no advance payment under this contract (ii) 95% payment shall be made upon certified delivery and installation of the Laboratory equipment. (iii) 5% shall be made after the warranty period of one year. Note: Payments will be made by the Board, within thirty (30) days after submission of an invoice and a statement or claim by the bidder.
3.19	If both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred to a court of law of competent jurisdiction in Kenya
3.19.2	The laws of Kenya shall apply
3.23	The incidental services to be provided are as under. The costs shall be included in the contract price: a) Tools required for maintenance of the supplied goods. b) Detailed operation and maintenance manuals for goods.
3.24	All services mentioned therein are required.
3.25	The warranty period shall be for one year (12 months) from date of acceptance of the goods, whichever occurs earlier. The Period for correction of defects in the warranty period is 15 days. The supplier should quote separately for post warranty maintenance contract. Bidders are required to attach brochures for the items quoted.

SECTION - V- SCHEDULE OF REQUIREMENTS AND PRICES

- 5.1 The Contract comprise mainly of the following, Supply, Delivery, Testing, Installation and Maintenance of Laboratory equipments at Kenya Dairy Board National Dairy Laboratory at Upper Kabete.
- 5.2 The supplier should quote separately for post warranty maintenance contract.
- 5.3 Following the commissioning of the Laboratory equipments, maintenance service shall be provided by the Contractor for at least **12 months free of charge**. Upon expiry of this period, the Board may enter into an agreement with the Contractor for maintenance.
- 5.4 The tenderer shall propose in this tender the annual maintenance service contract that will be applicable stating all conditions and cost for each equipment.

SECTION V - SCHEDULE OF REQUIREMENTS AND PRICES

LABORATORY EQUIPMENTS AND ACCESSORIES			Unit	Installation	Total
	Equipment	Quantity	Price (Kshs)	Period	Price (Kshs)
1	Laboratory Chest Freezer	3			
2	Laboratory Refrigerator [Double Glass Door]	3			
3	General Waste Laboratory Disposal Bin with Peddle	3			
	Chemical Waste Laboratory Disposal Bin with Peddle	3			
	Bio Security Waste Laboratory Disposal Bin with Peddle	3			
	Sharps/Glass Waste Laboratory Disposal Bin with Peddle	3			
4	Portable Bench Autoclave	1			
5	Laboratory Glass Cleaning Machine	2			
6	FTIR Milk Analyser	3			
7	Tripod Stand for Bunsen Burner	6			
8	LPG Bunsen Burners	6			
9	Gerber milkfat centrifuge with accessories	3			
10	Vacuum Glass Dessicator	1			
11	Digital Water Bath with Digital Controller and LED display	2			
12	Milk Cryoscope complete with thermal printer	2			
13	Titrateable Acidity Testing Kit	2			
14	Digital Ph Meter complete with probe	2			
15	Laminar Flow Fume hood [HEPA Filter and UV Sterilizer]for Bacterial Analysis	1			
16	Fume Hood for Chemical Analysis [With Sink, Extractor and Filter]	1			
17	Laboratory Hot Plate	2			
18	Laboratory Sample Shaker	2			
19	Moisture Analyser	1			
20	Analytical Balance/Scale Complete with Weighing Boats(250gm)	3			
21	Smart Interactive Board [86" Professional Series] complete with accessories, software and peripheral devices	1			

22	Flow Out Viscometer Complete	4			
23	Digital Portable Thermometer[Water Resistant thermistor with measuring probe]	2			
24	Portable Digital Refractometer [With automatic temperature compensation for measuring Brix and Refractive Index, Integratable to PC for results analysis] complete with accessories and peripheral devices	3			
25	Test Tube Vortex Mixer	2			
26	Emergency Shower Assembly	2			
27	Eye Rinser Kit	10			
28	Lateral flow Aflatoxin Test Reader[with Data Management Software]complete with Thermal printer and standards	3			
29	Digital Incubating Oven	2			
30	Digital Laboratory Oven	2			
31	Electrical Microscope[Binocular]	2			
32	Colony Counter complete with pen and thermal printer/Cable	2			
33	Sterilizer/Autoclave for media preparation/Decontamination	2			
34	Laboratory Water Distiller[7litre/hr/Automatic]	2			
35	Precision Scale [2500gm]	2			
36	Laboratory Sample Trolley [Stainless steel, Two/Three Levels, With Wheel Castors]	5			
37	Safety Reading Lamp	1			
38	Milk Constituents Analyser complete with standards, accessories and peripheral	1			
39	Milk Bacteria Analyser complete with Standards ,accessories and peripheral devices	2			
40	Bacteria and Somatic Milk Analyser complete with standards, accessories and peripheral devices	1			

Authorized Official:

Name

Signature

Date

SECTION VI - TECHNICAL SPECIFICATIONS

6.1 GENERAL

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

6.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specific requirement.

6.1.3 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

6.1.4 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

SECTION VI – TECHNICAL SPECIFICATIONS

6.2 PARTICULARS

NATIONAL DAIRY REGULATORY LABORATORY EQUIPMENT AND ACCESSORIES SPECIFICATION SHEET

	EQUIPMENT	SPECIFICATIONS	BIDDER'S RESPONSE
1	LABORATORY CHEST FREEZER Warranty 3 Year (Inclusive of support)	<ul style="list-style-type: none"> • Digital LED display microprocessor temperature controllers. • -10⁰ C to -25⁰ C • Freezers feature digital controls and excellent temperature stability. • 20 cu. ft. upright • Four fixed wire shelves and six door shelves • Built-in key lock • Automatic defrost . • OEM warranty with at least 3years (Inclusive of support -Labour & parts.) 	
2	LABORATORY REFRIGERATOR	<ul style="list-style-type: none"> • -digital LED display microprocessor temperature controllers. • -operate from 2⁰ C to 10⁰ C • 20 cu. ft. upright • Built-in key lock • Double door • Automatic defrost • OEM warranty with at least 3years (Inclusive of support -Labour & parts.) 	
3	LABORATORY DISPOSAL BIN	<ul style="list-style-type: none"> • Touch Free Automatic Waste Can's motion-sensitive lid/or Peddle driven. • Coded for the grade of waste 	
4	PORTABLE BENCH AUTOCLAVE	<ul style="list-style-type: none"> • 18 litre Capacity • On control thermometer for effective temp of 140⁰ c/2.7 bar • Stainless steel instrument board • 220-230v/ 50-60Hz/1.6kw-1.75 kw • Thermostatic temperature controller 	

	EQUIPMENT	SPECIFICATIONS	BIDDER'S RESPONSE
		<ul style="list-style-type: none"> • Safety tested • OEM warranty with at least 3years (Inclusive of support -Labour & parts.) 	
5	LABORATORY GLASSWARE CLEANING MACHINE	<ul style="list-style-type: none"> • LED displays program selected or details of the program. • Flexible cycle options allow you to change wash and dry cycle duration and number of rinses. • Upper and lower rotating wash arms with adjustable height center tower distribute up to 60 gallons (227 liters) of water per minute. • Tower adjusts to accommodate various glassware heights. • Two 4-inch (102 mm) and two 6-inch (152 mm) Adjustable Glassware Holders gently position wider-mouth glassware over spindles. • Built-in forced air-drying system • Dual heaters boost water and glassware temperatures: With minimum inlet temperature of 120° F (49° C), the sump heater elevates water temperature approximately 20° F (11° C) • Dry or liquid detergent dispenser • OEM warranty with at least 3years (Inclusive of support -Labour & parts.) 	
6	FTIR MILK ANALYSER	<p><u>Sample types</u> Liquid and semi-solid dairy products such as milk, cream, whey and others</p> <p><u>Parameters</u> Global calibrations: Fat, protein, lactose, total solids, SnF, freezing point depression, total acidity, density, FFA, citric acids, casein, urea, sucrose, glucose, fructose, galactose Targeted and untargeted adulteration screening</p> <p><u>Technology</u> Fully automatic IDF and AOAC compliant FTIR (Fourier Transform InfraRed) for milk analysis</p> <p><u>Calibration range</u> Up to 60% fat Up to 15% protein Up to 7% lactose Up to 55% total solids</p> <p><u>Included calibrations</u></p> <ul style="list-style-type: none"> • Milk • Cream • Whey 	

	EQUIPMENT	SPECIFICATIONS	BIDDER'S RESPONSE
		<p>• Yoghurt</p> <p>Optional calibrations</p> <p>Fortified milk and whey</p> <p>Concentrated milk Fat, total solids, SnF</p> <p>Infant formula calibration Fat, total solids, SnF</p> <p>Concentrated whey calibration Protein, acidity, total solids</p> <p>Yoghurt and fermented</p> <p>Yoghurt/fermented products Fat, protein, lactose, glucose, sucrose, total sugars, total solids, SnF, fructose</p> <p>Quark calibration Fat, protein, total solids</p> <p>Dessert and ice cream</p> <p>Dessert and ice cream Fat, protein, lactose, glucose, sucrose, fructose, total sugars, total solids</p> <p>Desserts and flavored milks with vegetable fat Fat, protein, total solids</p> <p>ASM Module</p> <p>Screening for abnormal milk</p> <p>Accuracy-</p> <p>≤ 0,8% CV *on major raw cow milk components (fat, protein, lactose, total solids)</p> <p>Repeatability-</p> <p>≤ 0.2% CV *on major raw milk components (fat, protein, lactose, total solids)</p> <p>Analysis time</p> <p>30 seconds for milk</p> <p>Sample volume-</p> <p>11 ml.</p> <p>Sampling range</p> <p>Between 200-600 samples per hour</p> <p>Sample temperature</p> <p>5 - 55°C (the sample must be homogeneous)</p> <p>Cleaning</p> <p>Automatic and programmable</p> <p>Purging efficiency-</p> <p>≥ 99%</p> <p>Calibration routine</p>	

	EQUIPMENT	SPECIFICATIONS	BIDDER'S RESPONSE
		Slope / Intercept adjustment <u>Network connections</u> LIMS <u>Optical system</u> Hermetically sealed, humidity control OEM warranty with at least 3years (Inclusive of support -Labour & parts.)	
7	TRIPOD STAND FOR BUNSEN BURNER	<ul style="list-style-type: none"> • Metal • Non corrosive 	
8	PROPANE/LPG Bunsen Burner	<ul style="list-style-type: none"> • Expanded base prevents easy tipping, even with hoses connected. <ul style="list-style-type: none"> - Spaced feet so burner fits comfortably under stands. - Easy Carry Handle - carry a hot burner with ease and safety using finger handle. 	
9	GERBER MILK CENTRIFUGE complete with accessories	<ul style="list-style-type: none"> • Stainless steel housing • Programmable rotor speed from 600 to 1150 rpm • Programmable heater up to 68⁰ c • Programmable time from 1 to 99 minutes. • Automatic interlocking safety lid • with 12 Butyrometer sleeves • Automatic shutdown in case of unbalance. • Automatic brake • 230v/50 HZ/1200 VA • Operate at max room temp 68⁰ c • OEM warranty with at least 3years (Inclusive of support -Labour & parts.) 	
10	VACUUM GLASS DESSICATOR	<ul style="list-style-type: none"> • Compatible with any common desiccant. • Porcelain plate, ground glass flanges. • Rated to 9.6 PSI vacuum when properly cleaned and greased. • Glass type with flat flange and knob • 250mm • OEM warranty with at least 3years (Inclusive of support -Labour & parts.) 	
11	WATER BATH	<ul style="list-style-type: none"> • Digital temperature display • Digital set point temperature control • Stop watch 	

	EQUIPMENT	SPECIFICATIONS	BIDDER'S RESPONSE
		<ul style="list-style-type: none"> • Up to 100⁰ c • 230-240v/50 HZ/1000 w • With butyrometer stand • 20 liter Capacity • OEM warranty with at least 3years (Inclusive of support -Labour & parts.) 	
12	CRYOSCOPE	<ul style="list-style-type: none"> • Programmable features • Easy to use • Multi sampler Up to 40 samples per hour • Multifunctional and connectable to PC and standard printers and include relevant software. • 230/115v AC/50-60 Hz,180 VA • Measurement resolution 0.001⁰ c • Reproducibility $\pm 0.002^0$ c (± 2.0 m⁰ c) • Measuring range 0.0000⁰ c—1.5000⁰ c • Sample volume 2.0 ml – 2.5 ml • Parallel and Serial interface • Graphic colour display, freezing curve, measurement result in ⁰ c, %infiltration water, date, time and measurement conditions with support to protocol printing • Reference method ISO/IDF/DIN 5764 • OEM warranty with at least 3years (Inclusive of support -Labour & parts.) 	
13	TITRATABLE ACIDITY TESTING KIT	<ul style="list-style-type: none"> • Complete with storage bottle, rubber stopper, burrete with automatic zero-point adjustment, soda lime with ascending tube, rubber pressure bulb, burrete tip with pinchcock, one 1 ml and one 25 ml pipette, one 200ml Erlenmeyer flask • OEM warranty with at least 3years (Inclusive of support -Labour & parts.) 	
14	LABORATORY Ph meter	<ul style="list-style-type: none"> • DIN Electrode included • MEASURES Ph, mV and ⁰ C • Electrode adjustment and monitoring self-test • Automatic temperature compensation 	

	EQUIPMENT	SPECIFICATIONS	BIDDER'S RESPONSE
		<ul style="list-style-type: none"> • Recorder output • Calibration data memory • Enabled for computer and printer. • OEM warranty with at least 3years (Inclusive of support -Labour & parts.) 	
15	LAMINAR FLOW FUME HOOD (MICROBIOLOGICAL)	<ul style="list-style-type: none"> • Dimensions: 1800*800*2350MM • The vertical closed bench to effectively prevent outer gas from entering and preventing peculiar smell in operating area. • 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. • spring type sliding door so that the door can be oriented on needed position • The front cover may be opened directly for exchanging filter, electric components easily. • Movable • Operate with LED panel. • Fitted with HEPA filter and U.V light • The material of the work area is 304 stainless steel. • OEM warranty with at least 3years (Inclusive of support -Labour & parts.) 	
16	LAMINAR FLOW FUME HOOD (CHEMICAL)	<ul style="list-style-type: none"> • Dimensions: 1800*800*2350MM • The vertical closed bench to effectively prevent outer gas from entering and preventing peculiar smell in operating area. • Adopts wind volume adjustable fan/extractor system, light-touch type switch and dual-speed voltage regulation device to keep wind speed in working area in ideal state. • Fitted with a water sink • spring type sliding door so that the door can be oriented on needed position • The front cover may be opened directly for exchanging filter, electric components easily. • Movable 	

	EQUIPMENT	SPECIFICATIONS	BIDDER'S RESPONSE
		<ul style="list-style-type: none"> • Operate with LED panel. • The material of the work area is 304 stainless steel. • OEM warranty with at least 3years (Inclusive of support -Labour & parts.) 	
17	LABORATORY HOT PLATE	<ul style="list-style-type: none"> • Built-in controls • Stainless steel case is strong, no contaminating, and resists corrosion • Standard models feature aluminum top plate to maintain uniform temperature and low temperature control (38°C) • Top plates offer 39 square inches (0.03 m2) of heating surface • 750 watts of heating power handle large loads • Superior temperature stability of ± 3°C from 38 to 371°C. • thermostatic control responds quickly to any change in surface temperature, • Complete with 3-wire cord and plug. • OEM warranty with at least 3years (Inclusive of support -Labour & parts.) 	
18	SAMPLE SHAKER	<ul style="list-style-type: none"> • Three versatile platform options • Shaking, mixing, agitating or overtaxing • Heavy-duty construction • Safe for cold room or incubator use • accommodate a variety of sample containers • Time and speed are set and displayed digitally • used for gentle mixing as well as vigorous agitation • Flexible Vortexing Speed: 300 - 3200rpm • Temperature range: +4 to 40°C +4 to 40°C • Mixing speed control range 300 - 3200rpm • Speed control increment: 100 rpm 100rpm • Mixing presets - VORTEX 3200rpm 3200rpm • Operating voltage :230V • OEM warranty with at least 3years (Inclusive of support -Labour 	

	EQUIPMENT	SPECIFICATIONS	BIDDER'S RESPONSE
		& parts.)	
19	MOISTURE ANALYSER	<ul style="list-style-type: none"> • Measuring method Infrared heat drying mass measurement • Sample pan size: ø130 mm • Minimum display in weighing: 0.001 g • Measurement range of moisture content: 0.01 % to 100.00 % • Moisture content minimum display: 0.01 % • Maximum sample capacity: 120 g • Measurement mode: Automatic or Timed halting modes, Rapid, Slow and Step drying modes, Predictive Measuring mode • Drying heater: Mid-wave infrared quartz heater • Setting temperature range: 30 °C to 200 °C (by 1 °C increments) • Dimensions & weight: W220 x D415 x H190 (mm), 4.5 kg • Operational temperature and humidity range: 5 °C to 40 °C, 85 % RH maximum • Power requirements: 100 V to 127 V/220 V to 240 V AC, 640 W maximum • Standard accessories: Sample pan 2 pcs, sample pan stop, windbreak case, sample pan, handler 2 pcs, aluminum sheet 20 pcs, spoon, spatula • OEM warranty with at least 3years (Inclusive of support -Labour & parts.) 	
20	ANALYTICAL BALANCE/SCALE	<ul style="list-style-type: none"> • Fitted with all glass wind protection • Automatic internal adjustment every 3 hours or with temperature change of 10.8 °C • Data interface • Underfloor weighing possible • Gauge/calibration certificate 	
21	SMART INTERACTIVE WHITE BOARD	<ul style="list-style-type: none"> • Internet enabled • Wireless capability • Size 86". • Complete with all accessories and peripheral • Interactive with user. 	

	EQUIPMENT	SPECIFICATIONS	BIDDER'S RESPONSE
22	FLOW OUT VISCOMETER COMPLETE	<ul style="list-style-type: none"> • 08.3001 Flow-out viscometer with valve \varnothing 2 and 3 mm • 08.30003 Stand garnish • pharmacist patel 130 mm • pharmacist patel 200 mm • ring for flow-out viscometer 	
23	DIGITAL PORTABLE THERMOMETER	<ul style="list-style-type: none"> • Display range: -105.00 to 365.00°C • Resolution: 0.01°C • Accuracy: $\pm(0.05^{\circ}\text{C}+1\text{digit})$ at $23^{\circ}\text{C}\pm 5^{\circ}\text{C}$ • (Total accuracy is different depending on the probe connected) • Temperature coefficient: $\pm(0.002\% \text{rdg} + 0.008)^{\circ}\text{C}/^{\circ}\text{C}$ at other than $23^{\circ}\text{C}\pm 5^{\circ}\text{C}$ • Waterproof property: Conforming JIS C 0920 IPX7 (when probe is connected) • Main functions: Max. value(MAX), Min. value (MIN), Measurement of variation(REL), Moving average(AVG) • Power: AAA size alkaline battery x 4 pcs. • Materials: ABS resin • Dimensions & weight (W)70×(H)169×(D)42mm (exclusive of connector) • Approx. 220g (inclusive of batteries) • Accessories AAA size alkaline battery x 4 pcs • vinyl cover, neck strap, instruction manual • to be provided with additional probes. 	
24	POCKET REFRACTOMER	<ul style="list-style-type: none"> • Capacity to measure 0-32% Brix 	
25	TEST TUBE VORTEX MIXER	<ul style="list-style-type: none"> • Oscillation mode: Orbital • Display: LED display for speed • Control: Speed & time setting knob • Time: 0 ~ 120 minutes • Speed Range: 40 ~ 240 rpm • Oscillation Amplitude: \varnothing15mm • Maximum Load: 30 x 15ml or 18 x 50ml • Platform Size: 250x230mm • Weight: 8kg • Overall Dimension: 370x335x200mm 	

	EQUIPMENT	SPECIFICATIONS	BIDDER'S RESPONSE
		<ul style="list-style-type: none"> • External Material: ABS special engineering plastic • Power: 40W • Power supply: 220V AC 50Hz • OEM warranty with at least 3years (Inclusive of support -Labour & parts.) 	
26	EMERGENCY SHOWER ASSEMBLY	<ul style="list-style-type: none"> • The emergency shower should deliver a pattern of water with a diameter of at least 50.8 cm (20 inches) at 152.4 cm (60 inches). • The shower head be between 208.3 and 243.8 cm (82-96 inches) from the floor. The minimum volume of spray should be 75.7 litres/minute (20 gallons/minute) for a minimum time of 15 minutes. • The shower should also be designed so that it can be activated in less than 1 second, and it remains operational without the operator's hand on the valve (or lever, handle, etc.). • This valve should not be more than 173.3 cm (69 inches) in height. If enclosures are used, ensure that there is an unobstructed area of 86.4 cm (34 inches) in diameter. • Eyewash stations designed to deliver fluid to both eyes simultaneously at a volume of not less than 1.5 litres/minute (0.4 gallons/minute) for 15 minutes. • The combination eye and face wash stations require 11.4 litres per minute (3.0 gallons per minute). • However, in either case, the volume should not be at a velocity which may injure the eyes. The unit should be between 83.8 and 134.6 cm (33 to 53 inches) from the floor, and a minimum of 15.3 cm (6 inches) from the wall or nearest obstruction. • OEM warranty with at least 3years (Inclusive of support -Labour & parts.) 	
27	EYE RINSER KIT	<ul style="list-style-type: none"> • Modular box with everything you need to treat eye injuries • Kit to include 4-ounces eye flush, eye pads, eye cup and adhesive fastening strips 	
28	AFFLATOXIN TESTING EQUIPMENT	<ul style="list-style-type: none"> • Multipurpose for various mycotoxins standards (M1/BI) reads and records products. • Complete archival recording. • Recording the sample identification, results, time and date to 	

	EQUIPMENT	SPECIFICATIONS	BIDDER'S RESPONSE
		<p>eliminates manual recording and assists with report generation.</p> <ul style="list-style-type: none"> • Export to Data Manager software. • Provides additional reporting, tracking and trending capabilities. • OEM warranty with at least 3years (Inclusive of support -Labour & parts.) 	
29	DIGITAL INCUBATING OVEN	<ul style="list-style-type: none"> • 300 litres capacity • Temperature range from 5 °C above ambient temperature to 60 (°C) • Temperature variation at 37 °C (± K)0,3 • Temperature fluctuation at 37 °C (± K) 0,1 • Recovery time after door was opened for 30 sec. at 37 °C (min.)3 • Voltage (± 10%) 50/60 Hz (V) 230 • Nominal power (kW) 1,0 • Energy consumption at 37 °C (W) 1)70 • OEM warranty with at least 3years (Inclusive of support -Labour & parts.) 	
30	DIGITAL LABORATORY OVEN	<ul style="list-style-type: none"> • 13.7 cubic foot (0.4 m³)capacity • PID Temperature Control provides automatic compensation after load changes, setting changes or door opening for excellent accuracy. • Natural convection heat distribution combines with the adjustable air vents to provide excellent uniformity. • Double wall construction, fiberglass insulation provided on 5 sides as well as between inner and outer walls, and silicon rubber door sealing reduce heat loss and power drain. • Stainless steel interior chamber and shelves are corrosion resistant, durable and easy to clean. • Powder coating exterior is beautiful, durable, and corrosion resistant. • Simple keypad input allows easy temperature setting. • LED digital display enables users to monitor the chamber temperature at any given moment. 	

	EQUIPMENT	SPECIFICATIONS	BIDDER'S RESPONSE
		<ul style="list-style-type: none"> • Visual alarm indicator alerts users of abnormal conditions if the chamber temperature • exceeds the setting points by 10°C. • The temperature can be controlled and maintained to 200°C. • Ovens feature a smoked see-thru window to view contents without opening. • Shelves can be adjustable. • OEM warranty with at least 3years (Inclusive of support -Labour & parts.) 	
31	LABORATORY ELECTRICAL MICROSCOPE	<ul style="list-style-type: none"> • Trinocular microscope • Stable metal casing with coaxial fine and coarse focus with adjustable end stop. • Built in cross table movement L-R 74,V-H 30 mm. • Built in illumination 6v/20w. • 230v,50 hz • Doppel lens Abbe Condensor N.A 1.25 with iris diaphragm • Pivot filter Holder • Height adjustment • Glass Filters Blue/Green • 0x Planar eyepiece • Objectives: achromatic 4x/0.10;10x/0.25/40x0.65;100x1.25 oil immersion. • OEM warranty with at least 3years (Inclusive of support -Labour & parts.) 	

	EQUIPMENT	SPECIFICATIONS	BIDDER'S RESPONSE
32	COLONY COUNTER	<ul style="list-style-type: none"> • Easy to clean plastic casing. • Height adjustable illuminating area with direct or indirect glare free lighting. • Frosted glass and clear glass plate. • Electrical contact pin with felt tip for marking • Hold petri dishes from 145mm ø and smaller • 220v/50Hz. • provided with: thermoprinter, thermo printer paper ,printer cable ,sensor pen for external counting, adaptor for petridishes, high quality magnifier with flexible mount • OEM warranty with at least 3years (Inclusive of support -Labour & parts.) 	
33	STERILIZER/AUTOCLAVE	<ul style="list-style-type: none"> • Integrated, separate steam generator • Internal heating elements within the autoclave chamber • Temperature and pressure range 140 °C, 4 bars • LCD display and fully automatic microprocessor control • sterilization programs installed • Programmable automatic door-opening on completion of program • RS-232 and RS-485 interfaces for external data transmission (network-compatible) • Vertical floor-standing autoclaves (top-loading) • 150 liters chamber volume • OEM warranty with at least 3years (Inclusive of support -Labour & parts.) 	
34	LABORATORY WATER DISTILLER	<ul style="list-style-type: none"> • Generating distilled awter with a conductivity of under 2.3 µS/cm at ±20⁰ c • Stainless steel fabrication • Include wall holder and water supply and discharge hoses • Dual-fed capability provides for tap or pretreated water • Low water protection prevents heater damage • Unique vapor trap eliminates carry-over of impure vapor born droplets into pyrogen-free distillate 	

	EQUIPMENT	SPECIFICATIONS	BIDDER'S RESPONSE
		<ul style="list-style-type: none"> • Dual feed capabilities for tap or pretreated feedwater • Efficient energy consumption • 7litres/hour • Storage tank 7 litres • Cooling water consumption 50 ltrs/hr • 220 v/50 Hz/3.2 -4.8 Kw • OEM warranty with at least 3years (Inclusive of support - Labour & parts.) 	
35	PRECISION SCALE	<ul style="list-style-type: none"> • 2500gm 	
36	LABORATORY SAMPLE TROLLEY	<ul style="list-style-type: none"> • Food Grade Stainless steel • 1040W x 600H x 1040D • shelves • Shelve clearance (mm) : 250 • Load capacity (kg) : 200 • Mobility :With wheel castors and side handles • OEM warranty with at least 3years (Inclusive of support - Labour & parts.) 	
37	SAFETY READING LAMP	<ul style="list-style-type: none"> • 120V / integrated driver • Two LED strips, 4000 K / 1492 lm • Two 18w LED lights equivalent to 120w incandescent • Average LED life rated 40,00 hours • 18 1/2in. wide shade with inner reflector • 7in. diameter base 	
38	<p>N.I.R MILK ANALYZER INCLUDING SPARES, ACCESSORIES</p> <p>For rapid determination of compositional value of marketed milk including proteins acidity and nutritional and physical components of milk,</p>	<p>Sample types Liquid and semi-solid dairy products such as milk, cream, whey and others</p> <p>Parameters Global calibrations: Fat, protein, lactose, total solids, SnF, freezing point depression, total acidity, density, FFA, citric acids, casein, urea, sucrose, glucose, fructose, galactose Targeted and untargeted adulteration screening</p> <p>Technology Fully automatic IDF and AOAC compliant FTIR (Fourier Transform InfraRed) for milk analysis</p> <p>Calibration range Up to 60% fat Up to 15% protein Up to 7% lactose</p>	

	EQUIPMENT	SPECIFICATIONS	BIDDER'S RESPONSE
		<p>Up to 55% total solids</p> <p><u>Included calibrations</u></p> <ul style="list-style-type: none"> • Milk • Cream • Whey • Yoghurt <p><u>Optional calibrations</u></p> <p>Fortified milk and whey</p> <p>Concentrated milk Fat, total solids, SnF</p> <p>Infant formula calibration Fat, total solids, SnF</p> <p>Concentrated whey calibration Protein, acidity, total solids</p> <p>Yoghurt and fermented</p> <p>Yoghurt/fermented products Fat, protein, lactose, glucose, sucrose, total sugars, total solids, SnF, fructose</p> <p>Quark calibration Fat, protein, total solids</p> <p>Dessert and ice cream</p> <p>Dessert and ice cream Fat, protein, lactose, glucose, sucrose, fructose, total sugars, total solids</p> <p>Desserts and flavored milks with vegetable fat Fat, protein, total solids</p> <p><u>ASM Module</u> Screening for abnormal milk</p> <p><u>Accuracy-</u> ≤ 0,8% CV *on major raw cow milk components (fat, protein, lactose, total solids)</p> <p><u>Repeatability-</u> ≤ 0.2% CV *on major raw milk components (fat, protein, lactose, total solids)</p> <p><u>Analysis time</u> 30 seconds for milk</p> <p><u>Sample volume-</u> 11 ml.</p> <p><u>Sampling range</u> Between 200-600 samples per hour</p>	

	EQUIPMENT	SPECIFICATIONS	BIDDER'S RESPONSE
		<p><u>Sample temperature</u> 5 - 55°C (the sample must be homogeneous)</p> <p><u>Cleaning</u> Automatic and programmable</p> <p><u>Purging efficiency-</u> ≥ 99%</p> <p><u>Calibration routine</u> Slope / Intercept adjustment</p> <p><u>Network connections</u> LIMS</p> <p><u>Optical system</u> Hermetically sealed, humidity control</p> <ul style="list-style-type: none"> • OEM warranty with at least 3years (Inclusive of support - Labour & parts.) 	

	EQUIPMENT	SPECIFICATIONS	BIDDER'S RESPONSE																								
39	<p>N.I.R BACTERIA SCANNING/ANALYSING EQUIPMENT.</p> <p>including Spares, Accessories, For rapid determination of the extent of bacterial contamination in raw and pasteurized fluid milk.</p>	<p>Analysis time 9 minutes Sample intake approx. 4.5 ml Sample temperature 2 – 42°C (35.6-107.6 F) Sample quality Raw milk of normal composition and good quality. Unpreserved or preserved with azidiol</p> <p>Sample type Cow, goat, sheep and buffalo milk</p> <p>Parameters Individual Bacteria Count (IBC/ml)</p> <p>Technology</p> <p>Performance Measuring range: 5.000 - 20.000.000 IBC/ml</p> <p>Repeatability</p> <table border="1"> <thead> <tr> <th>Range (IBC/μl)</th> <th>SR (log-units)</th> <th>Typical SR (log units)</th> </tr> </thead> <tbody> <tr> <td>10 – 50</td> <td>0.07</td> <td>0.06</td> </tr> <tr> <td>51-200</td> <td>0.05</td> <td>0.04</td> </tr> <tr> <td>>200</td> <td>0.04</td> <td>0.02</td> </tr> </tbody> </table> <p>Entire range 0.05</p> <p>Reproducibility (between instruments):</p> <table border="1"> <thead> <tr> <th>Range (IBC/μl)</th> <th>SR (log-units)</th> <th>Typical SR (log units)</th> </tr> </thead> <tbody> <tr> <td>10 – 50</td> <td>0.11</td> <td>0.08</td> </tr> <tr> <td>51 –200</td> <td>0.07</td> <td>0.06</td> </tr> <tr> <td>>200</td> <td>0.06</td> <td>0.04</td> </tr> </tbody> </table> <p>Flow cytometry technology that enables precise and instant milk bacteria analysis</p> <p>Approvals FDA/NCIMS and MicroVal (EURL) approved rapid electronic counting method and complies with ISO/IDF guidelines</p> <p>Carry-over effect < 0.5 % (uncompensated) Sample type Cow, sheep, goat and buffalo Speed* 65, 130, 200 samples per hour Working factor Standard 300, (optionally: 95, 600 and 1200)</p> <p>Accuracy Typical Six < 0.25 log units in the entire measuring range</p> <p>Reference or anchor method: Standard Plate Count (SPC) (IDF Standard100B:1991)</p> <p>Networking software LCMIS</p> <ul style="list-style-type: none"> OEM warranty with at least 3years (Inclusive of support - Labour & parts.) 	Range (IBC/μl)	SR (log-units)	Typical SR (log units)	10 – 50	0.07	0.06	51-200	0.05	0.04	>200	0.04	0.02	Range (IBC/μl)	SR (log-units)	Typical SR (log units)	10 – 50	0.11	0.08	51 –200	0.07	0.06	>200	0.06	0.04	
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40	<p>N.I.R SOMATIC CELL SCANNING EQUIPMENT .</p> <p>including Spares, Accessories, Installation and Training of Users and Maintenance Personnel.</p> <p>For rapid determination of the Somatic cell counts in raw milk</p>	<table border="0"> <tr> <td>Milk Parameters</td> <td>Cow/ Tank</td> <td>Measuring range and accuracy</td> </tr> <tr> <td>Somatic Cell Count per 1 ml</td> <td>Cow/ Tank</td> <td>90 000 - 15 000 000 with accuracy $\pm 8\%$</td> </tr> <tr> <td>Fat</td> <td>Cow/ Tank</td> <td>from 0,5% to 12% with accuracy $\pm 0,04\%$</td> </tr> <tr> <td>Protein</td> <td>Cow/ Tank</td> <td>from 1% to 9% with accuracy $\pm 0,14\%$</td> </tr> <tr> <td>Solids non fat (SNF)</td> <td>Cow/ Tank</td> <td>from 6% to 12% with accuracy $\pm 0,2\%$</td> </tr> <tr> <td>Temperature</td> <td>Cow/ Tank</td> <td>from 0°C to 50°C with accuracy $\pm 0,1\%$</td> </tr> <tr> <td>Conductivity</td> <td>Cow/ Tank</td> <td>from 1 to 10 mS/cm with accuracy $\pm 0,2\%$ mS/cm (18°C)</td> </tr> <tr> <td>Milk density (CLR)</td> <td>Tank only</td> <td>from 1,0200 to 1,0400 g/cm³ $\pm 0,0005$ g/cm³</td> </tr> <tr> <td>Freezing Point</td> <td>Tank only</td> <td>from -1,000°C to 0,000°C with accuracy $\pm 0,015^\circ\text{C}$</td> </tr> <tr> <td>Added water to milk</td> <td>Tank only</td> <td>from 0% to 60% with accuracy $\pm 5\%$</td> </tr> </table>	Milk Parameters	Cow/ Tank	Measuring range and accuracy	Somatic Cell Count per 1 ml	Cow/ Tank	90 000 - 15 000 000 with accuracy $\pm 8\%$	Fat	Cow/ Tank	from 0,5% to 12% with accuracy $\pm 0,04\%$	Protein	Cow/ Tank	from 1% to 9% with accuracy $\pm 0,14\%$	Solids non fat (SNF)	Cow/ Tank	from 6% to 12% with accuracy $\pm 0,2\%$	Temperature	Cow/ Tank	from 0°C to 50°C with accuracy $\pm 0,1\%$	Conductivity	Cow/ Tank	from 1 to 10 mS/cm with accuracy $\pm 0,2\%$ mS/cm (18°C)	Milk density (CLR)	Tank only	from 1,0200 to 1,0400 g/cm ³ $\pm 0,0005$ g/cm ³	Freezing Point	Tank only	from -1,000°C to 0,000°C with accuracy $\pm 0,015^\circ\text{C}$	Added water to milk	Tank only	from 0% to 60% with accuracy $\pm 5\%$	
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	EQUIPMENT	SPECIFICATIONS	BIDDER'S RESPONSE
		Measuring time per 1 tray (up to 49 milk samples) <1 hour Calibrated for fresh (raw) cow milk Menu language English AC Power Supply voltage 100 - 240 V AC +10/-15% Power Consumption 50 W Automated Milk Sample Peripheral Sample Feeder AC Power Supply voltage 100 - 240VAC +10/-15% Power Consumption 60 W OEM warranty with at least 3years (Inclusive of support -Labour & parts.)	

Signature of tenderer

TECHNICAL SCHEDULE

The tenderer must complete in full the technical schedule. Apart from the information required in the technical schedule, the tenderer **MUST SUBMIT** comprehensive manufacturer’s technical brochures and performance details for all items listed in this schedule (fill forms attached).

ITEM	DESCRIPTION	MANUFACTURER	COUNTRY OF ORIGIN	REMARKS (Catalogue No. etc.)

Signature of tenderer

SECTION VII - STANDARD FORMS

Notes on the Standard Forms:

7.1 Form of Tender

This form must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representative of the tenderer.

7.2 Confidential Business Questionnaire Form

This form must be completed by the tenderer and submitted with tender documents

7.3 Tender Security Form

When required by the tender document the tenderer shall provide the tender security either in the form included therein after or in another format acceptable to the procuring entity.

7.4 Contract Form

The Contract form shall not be completed by the tenderer at the time of submitting the tenderer at the time of submitting the tender. The contract form shall be completed after contract award.

7.5 Performance Security form

The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the sum provided herein or in another form acceptable to the procuring entity.

7.6 Bank Guarantee for Advance Payment.

When there is an agreement to have Advance payment, this form must be duly completed.

7.7 Manufacturer's Authorization Form

When required by the tender document, this form must be completed and submitted with the tender document. This form will be completed by the manufacturer of the goods where the tender is an agent.

7.1 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 (*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 that you may receive.

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

7.2 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 Business

Registration Certificate No.

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

Name of your bankers Branch

	<p align="center">Part 2 (a) – Sole Proprietor</p> <p>Your name in full Age</p> <p>Nationality Country of origin</p> <p><input type="checkbox"/> Citizenship details</p> <p>.....</p> <p><input type="checkbox"/></p>																								
	<p align="center">Part 2 (b) Partnership</p> <p>Given details of partners as follows:</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship Details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1.	2.	3.	4.				
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1.																						
2.																						
3.																						
4.																						
	<p align="center">Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company-</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship Details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1.	2.	3.	4.	5.
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5.																						
<p>Date</p> <p>Can</p>	<p align="right">Seal/Signature of</p> <p align="right">date</p>																								

7.3 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 "t he Bank"), are
bound unto [*name of Procuring entity*] (hereinafter called "the
Procuring entity") in the sum of fo r 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)

7.4 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
 - (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 tenderer hereby covenants with the Procuring entity to provide the goods and to remedy the defects therein in conformity in all respects with the provisions of this 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

7.5 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 _____

to supply

20 _____

[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]

(Amend accordingly if provided by Insurance Company)

7.6 BANK GUARANTEE FOR ADVANCE PAYMENT

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 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

[name of bank or financial institution]

[address]

7.7 MANUFACTURER’S AUTHORIZATION FORM

To [name of the Procuring entity]

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 an authorized person.

7.8. 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

7.9 TENDER-SECURING DECLARATION

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

Tender No.: *[insert number of Tendering process]*

To: *[insert complete name of Procuring Entity]*

We, the undersigned, declare that:

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

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

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

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

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

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

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

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

Dated on _____ day of _____, _____ *[insert date of signing]*
Corporate Seal (where appropriate)

8.0 ANTI-CORRUPTION DECLARATION FORM

To _____

I/We/Messrs.....

of Street, Building, P O Box.....

.....

Contact/Phone/E mail.....

declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We

declare that:

- a) I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender/Tender No

for or in the subsequent performance of the contract if I/We am/are successful.

- b) Has not been debarred from participating in public procurement.
- c) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

Authorized Signature.....

Name and Title of Signatory.....

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.....
.....dated the...day of20.....in the
matter of T20...

Name of the Procuring Entity) of ender
No.....of

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY			
			49

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

SIGNED
Board Secretary

