



**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/109/15602

NOVEMBER 2020

Kenya Dairy Board, Social Security House, Block A, 10th Floor, Eastern Wing, Bishop's Road, P.O Box 30406-00100 (GPO) Nairobi Tel: 310559,

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SECTION I INVITATION TO TENDER

TENDER REF NO: KDB/G/109/15602
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/109/15602	SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF LABORATORY EQUIPMENTS	16/12/2020 10.00am

1.2 Interested eligible candidates, may inspect and obtain the tender documents 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.

1.3 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, 16th December 2020 at 10.00.**

1.4 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, 16th December 2020 at 10.00)”
- 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, 16th December 2020.
- 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 16th December 2020)** 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 2% of tender amount, 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 16 th December 2020 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 16 th December, 2020 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	Reference Page in the document
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 2% of tender amount 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 Anti-Corruption Declaration Form.		
11	All pages original of the tender document submitted MUST be sequentially serialized and bound by the tenderers.		
12.	Bidders must provide brochures/catalogues for items quoted		
13.	Provide certified Audited accounts for the last 2 years (2018 & 2019).		
14	Power of attorney giving the name of person who should be signing the Bid, authorizing him to submit/execute this agreement as a binding document where applicable.		
	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

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 where applicable;*
- b) *To supply equipment/items which comply with the technical specifications set out in the technical schedule indicated in the bid document for each equipment.*

The pass/fail score under the Technical Evaluation is as indicated for each equipment in the technical specifications schedule. Bidder not meeting any of the above technical requirements will NOT be evaluated further.

iii) FINANCIAL EVALUATION

Bidders scoring pass indicated for each equipment in stage above will be subjected to financial evaluation.

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 for each Equipment.

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 superseded 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 periods) 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, it's 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.
3.26	The supply must deliver the equipment within three (1) month after being issued with Contract. Failure to supply within stipulated time will lead to cancellation of contract.

SECTION - V- SCHEDULE OF REQUIREMENTS AND PRICES

- 5.1 The Contract comprise mainly of the following, Supply, Testing, Installation and commissioning of Laboratory equipment at Kenya Dairy Board National Dairy Laboratory at Upper Kabete.
- 5.2 The supplier shall provide English versions of the operational and service manuals.
- 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.
- 5.5 The supplier shall provide information and evidence where similar equipment has been supplied in the region.
- 5.6 The tenderer must indicate delivery dates upon receipt of order/contract.
- 5.7 The tenderer shall provide proof of dealership from the manufacturer.
- 5.8 The supplier shall provide evidence of the nearest service centre.
- 5.9 The supplier shall install commission and provide user training on operation of equipment.
- 5.10 Brochure/catalogues to be attached with quotation.
- 5.11 The supplier shall deliver the equipment within three (3) months after being issued with Contract. Failure to supply within stipulated time will lead to cancellation of contract.

SECTION V - SCHEDULE OF REQUIREMENTS AND PRICES

	LABORATORY EQUIPMENTS AND ACCESSORIES		Delivery/Installation	Unit	Total
	Equipment	Quantity	Period	Price (Kshs)	Price (Kshs)
1	Vacuum Drying Oven	2			
2	Water Filtration Set with vacuum pump & membrane filters.	2			
3	Digital Conductivity Meter	2			
4	Digital PH Meter	2			
5	Top Pan Balance 100mg-220mg	2			
6	Digital Thermal Hygrometer with Data Loggers	5			
7	Temperature Data Loggers	7			
8	Digital Refractometer	2			
9	Automatic Voltage Stabilizer	3			
10	Washing Machine Cleaner and Drier Combi	1			
11	Real Time Microbiology Testing Equipment	2			
12	Milk/Liquid Viscometer with timer	2			

Authorized Official Name _____ Signature _____ Stamp _____

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

S/NO	EQUIPMENT	SPECIFICATIONS	YES/NO	Reference page in the document
1	VACUUM DRYING OVEN	<ul style="list-style-type: none"> • In built expansion shelf technology to ensure optimal heat transfer • The shelves are easy to position where required and the inner chamber of the vacuum drying oven is easy to clean • APT.line™ preheating chamber technology • Controller with time-segment and real-time programming • 2 aluminum expansion racks • Inert gas connection • Shatterproof, spring-mounted safety glass panel • Class 2 independent adjustable temperature safety device (DIN 12880) with visual alarm • Computer interface: RS 422 • 2 relay outputs, 24 V DC (max. 0.4 A) • Max Shelf Load: 44 pounds • Temperature Range: 15°C to 200°C • Type: Vacuum Drying Chamber • Electrical requirements: 240 V A/C 50/60 HZ • No.Shelves: 2-4 shelves • Dimensions Interior: 11.62x11.23x11.23 inches 		
2	WATER FILTRATION SET	<ul style="list-style-type: none"> • Specification : • Features : <ul style="list-style-type: none"> ◆ The filter holder is made of SS316 All parts of the filter holder are made of SS316, which can be fast sterilized by flame ◆ The patented spin-lock design The filter holder uses a patented spin-lock connection (M577346) giving a fast and stable installation without clamp. ◆ Drains the filtrate away directly without removing the tubes. • Applications : For filtration requiring the sterilization such as microbiology test. • Complete Set to Include : 		

		<ul style="list-style-type: none"> ◆ SF 1, 100 ml Stainless steel filter holder ◆ 1000 ml Receiver flask with drain ◆ Silicone fixing sucker <p>Ordering Information :</p> <ul style="list-style-type: none"> ◆ 167200-02 SF 11, 47 mm Stainless Steel Filtration Set ◆ 180100-10 SF 1, 100ml Stainless steel filter holder (include 1-4) ◆ 167300-08 Receiver flask with drain, 1000 ml ◆ 167200-45 Silicone fixing sucker <p>◆ Material :</p> <ul style="list-style-type: none"> Filter funnel - SS316 Funnel support base - SS316 Membrane support - SS316 Stopper - Silicone rubber (No.8) Receiver flask - Borosilicate glass Drain hose - Rubber (non-autoclavable) <p>◆ Specification :</p> <ul style="list-style-type: none"> Funnel capacity : 100 ml Flask capacity : 1000 ml Filter diameter : 47 mm Hose barb : ID8 (5/16 inch) Drain device : Yes 		
	<p>VACUUM PUMP</p>	<ul style="list-style-type: none"> • Features : • High chemical resistance All wetted parts are made of PTFE material which can resist most of corrosive gases • No air pollution, maintenance free. • pumps are driven by Diaphragm, without the need of lubricant, regular oil changes and maintenance; with no oil pollution. • Quiet and low vibration Driven directly by motor with no additional belt-driven transmission • a built-in thermal protection device to shut off the pump automatically when overheated and then resume working when the temperature cools down. <p>International certification :</p> <ul style="list-style-type: none"> ◆ CE certification <p>Applications :</p> <ul style="list-style-type: none"> ◆ Vacuum filtration ◆ Gel electrophoresis 		

		<ul style="list-style-type: none"> ◆ Solid-Phase Extraction (SPE) ◆ Solvent purification • Chemical Resistant Vacuum Pump AC110V, 60Hz (AC220V, 50Hz) <p>Specification (220V, 50Hz)</p> <ul style="list-style-type: none"> ◆ Max. power : 90 W ◆ Max. current : 0.5 A ◆ Max. vacuum : 105 mbar ◆ Max. flow rate : 33 L/min ◆ Motor rotation : 1450 RPM ◆ Horse power : 1/6 HP ◆ Noise level : 52 dB ◆ Hose barb : ID8 (5/16 inch) ◆ Thermal protection : Yes ◆ Net weight : 7.0 kg ◆ Dimension (LxWxH) : 26.7 x 11.2 x 18.1 cm 		
	MEMBRANE FILTERS	<p>Specification (MCE membrane)</p> <ul style="list-style-type: none"> ◆ Catalog number : 167100-52 ◆ Brand : Pall ◆ Filter diameter : 47 mm ◆ Pore size : 0.45 µm ◆ Material of filter : MCE ◆ Package : 200/PK 		
3	DIGITAL CONDUCTIVITY METER	<ul style="list-style-type: none"> • Measure conductivity or TDS with temperature • Perform a one point automatic or manual calibration • Auto-ranging conductivity values offer consistent readings across entire measurement range • Use linear temperature compensation with 20 or 25 °C reference temperatures • Simplified, easy-to-read display shows main measurement with temperature, stability indicator and electrode condition icon • User-friendly operation with basic calibration text prompts • Easily recall calibration data for procedure checks • Non-volatile memory preserves 50 point internal data log and meter settings, even with loss of power • Flexible power options with AA batteries or optional universal power 		

		<p>adapter</p> <ul style="list-style-type: none"> • IP67-rated housing is waterproof for rugged field operation • Meter kits include hard-sided field case and protective meter armor with electrode holders, adjustable wrist/belt strap and built-in meter stand • Meters offer CE, TUV 3-in-1 and FCC Class A certifications and 3-year replacement warranty 		
		<p>conductivity</p> <p>Range 0.01 μS/cm to 200.0 mS/cm</p> <p>Resolution 0.01 μS minimum, auto ranging, up to 3 significant digits</p> <p>Relative Accuracy 0.5 % reading \pm1 digit</p> <p>Reference Temperature 20, 25 $^{\circ}$C</p> <p>Temperature Compensation Linear (0.0 to 10.0 $\%$/$^{\circ}$C)</p> <p>Compatible Cell Constants 0.001 to 10</p> <p>Number of Calibration Points 1</p> <p>TDS</p> <p>Range 0 to 19999 mg/L</p> <p>Resolution 1 mg/L</p> <p>Relative Accuracy 0.5 % reading \pm1 digit</p> <p>TDS Factor Range Linear 0.01 to 10.00</p> <p>Temperature</p> <p>Range -5 to 105 $^{\circ}$C, 23 to 221 $^{\circ}$F</p> <p>Resolution 0.1 $^{\circ}$C, 0.1 $^{\circ}$F</p> <p>Relative Accuracy \pm0.1 $^{\circ}$C, \pm0.1 $^{\circ}$F</p> <p>Temperature Offset Calibration Yes</p>		

4	DIGITAL PH METER	<ul style="list-style-type: none"> • Combined convenience with the benefits of a pH meter and conductivity meter in one easy-to-use system • Measure pH, mV, relative mV or ORP with temperature on channel one and measure conductivity, TDS, salinity or resistivity with temperature on channel two • Easily view individual measurements on a full screen display and quickly toggle to a split screen display to view multiple measurements simultaneously • Perform up to a five point pH calibration using automatic buffer recognition of NIST or DIN buffer groups with choice to manually enter custom buffer values • Perform up to a five point conductivity calibration • Calibration editing option allows individual points to be fixed without a full recalibration • Auto-ranging conductivity values offer consistent readings across entire measurement range without need to recalibrate • Use linear, non-linear, EP (USP) or off conductivity temperature compensation with 5, 10, 15, 20 or 25°C reference temperatures • Informative, easy-to-read backlit graphic display with clear onscreen instructions simplifies operation • Capture your critical readings with measurement stability indicator and selectable read modes – Auto-Read holds a stable reading, Continuous shows changing readings withhold option and Timed logs data at specific intervals • Data log collects and date/time stamps up to 5,000 measurement sets with optional sample ID and user ID • Calibration log stores ten most recent calibrations • Non-volatile meter memory ensures your data and settings are protected, even with loss of power • Orion Star Com software facilitates data transfer to a computer via USB or RS232 connections • Flexible power options with AA batteries or optional universal power adapter • IP67-rated housing is waterproof for rugged field operation <table border="0" style="width: 100%;"> <tr> <td style="width: 15%;"></td> <td style="width: 35%;"></td> <td style="text-align: right;">Specifications</td> </tr> <tr> <td rowspan="5" style="vertical-align: top;">pH</td> <td>Range</td> <td style="text-align: right;">-2.000 to 20.000</td> </tr> <tr> <td>Resolution</td> <td style="text-align: right;">0.1, 0.01, 0.001</td> </tr> <tr> <td>Relative Accuracy</td> <td style="text-align: right;">±0.002</td> </tr> <tr> <td>Calibration Points</td> <td style="text-align: right;">Up to 5</td> </tr> <tr> <td>Calibration Editing</td> <td style="text-align: right;">Yes</td> </tr> <tr> <td style="vertical-align: top;">mV/RmV</td> <td>Range</td> <td style="text-align: right;">±2000.0 mV</td> </tr> </table>			Specifications	pH	Range	-2.000 to 20.000	Resolution	0.1, 0.01, 0.001	Relative Accuracy	±0.002	Calibration Points	Up to 5	Calibration Editing	Yes	mV/RmV	Range	±2000.0 mV	•	•
		Specifications																			
pH	Range	-2.000 to 20.000																			
	Resolution	0.1, 0.01, 0.001																			
	Relative Accuracy	±0.002																			
	Calibration Points	Up to 5																			
	Calibration Editing	Yes																			
mV/RmV	Range	±2000.0 mV																			

			Relative Accuracy	±0.2 mV or ±0.05 % of reading whichever is greater	
			EH ORP Mode	Yes	
		Conductivity	Range	0.001 µS to 3000 mS	
			Resolution	0.001 µS minimum, auto ranging, up to 4 significant digits	
			Relative Accuracy	0.5 % of reading ±1 digit > 3 µS, 0.5 % of reading ±0.01 µS ≤ 3 µS	
			Reference Temp	5, 10, 15, 20, 25 °C	
			Temperature Compensation	Linear, nonlinear nLFn & nLFu, EP (USP), off	
			Compatible Cell Constants	0.001 to 199.9	
			Calibration Points	Up to 5 points	
			Calibration Editing	Yes	
		Resistivity	Range	2 ohm to 100 meg-ohm	
			Resolution	1 ohm or 0.1 meg-ohm, auto ranging	
			Relative Accuracy	0.5 % reading ±1 digit	
		Salinity	Type	Practical salinity or natural sea water	
			Range	0.06 to 80.00 psu, 0.05 to 42.00 ppt	
			Relative Accuracy	0.5 % reading ±1 digit	
		TDS	Range	0.001 to 200.0 ppt	
			Relative Accuracy	±0.5 % reading ±1 digit	
			TDS Factor Range	Linear 0.02 to 9.99	
		Temperature	Range	-5 to 105 °C, 23 to 221 °F	
			Resolution	0.1 °C, 0.1 °F	
			Relative Accuracy	±0.1 °C, ±0.1 °F	
			Offset Calibration	1 point	
		Datalogging	Memory	5000 with time and date stamp	
			Log Function	Manual, ready (includes AUTO-READ), timed	
		Inputs	pH Electrode	BNC, reference pin	
			Conductivity or ATC Probe	8-pin mini-DIN	
		Output		RS232, USB	
		Power	AC Adapter	Optional—universal, 100-240 VAC	

		Battery Power Battery Life	Included—4 AAs 800 hrs		
5	TOP PAN BALANCE	AC/DC input 230 V material stainless steel weighing plate feature CE compliant mfr. no. Kern EW 3000-2M weighing capacity measuring range 3,000 g, resolution: 0.01 g, linearity: ±0.02 g overall W × D × H 180 mm × 230 mm × 85 mm platform diam. 140 mm weight 2 kg battery power rechargeable <ul style="list-style-type: none"> • Large LCD display • Capacity display • Protective working cover • Test weight • 3 years warranty 			
6	DIGITAL THERMAL HYGROMETER WITH DATA LOGGERS	<ul style="list-style-type: none"> • Channel Two with LCD display and Backlight • Input Sensor: Capacitive for Humidity and semiconductor for Temperature • Relative Humidity • Measurement Range 3 to 98.0% RH • Accuracy ±2%RH + 1 ct (10 to 90%RH) ±4%RH + 1 ct (outside this range) • Resolution 0.1%RH • Temperature • Sensor Semiconductor • Measurement Range 14.0° to 140.0°F -10.0° to 60.0°C • Accuracy 50.0° to 104.0°F: ±2.5°F + 1 ct 10.0° to 40.0°C: ±0.5°C + 1 ct • Resolution 0.1°F 0.1°C • Dew Point • Measurement Range 14.0° to 140.0°Ftd -10.0° to +60.0°Ctd • Accuracy ±1.8°F >30% • ±2.7°F from 20 to 30%RH • ±1°C >30% 			

		<ul style="list-style-type: none"> • $\pm 1.5^{\circ}\text{C}$ from 20 to 30%RH • Resolution 0.1°F 0.1°C • Recording Manual start/stop on the product • Short press for MEM: spot recording/long press for REC at the defined default rate • Programmed recording: start date, recording interval, and end date defined using DataView® software • Alarm Alarm threshold settable on the software / Recording can be triggered on an alarm threshold • MIN-MAX-HOLD yes • Sampling Rate Programmable from 1s, 2s, 5s, 10s, 20s, 30s, 2min, 5min, 10min, 15min, 30min, and 1hr • Memory 1,000,000 measurements on each channel (4MB). Recorded data is stored in non-volatile memory and • will be retained even if battery is low or removed. • Communication USB 2.0 and Bluetooth 4.0 BLE range 10m typical • Power Source 3x1.5V AA (LR6) alkaline batteries or USB port (micro-USB adaptor offered as an accessory) • Battery Life 1000 hrs., 3 years when recording with 15 minute intervals • Dimensions: 7.36 x 2.84 x 1.28" (187 x 72 x 32mm) • Weight (with battery) 14.1oz (400g) with batteries • Case Polycarbonate • Operating Temperature 14° to 140° F (-10° to 60°C) • Storage Temperature -4° to 140° F (-20° to 60°C) • Relative Humidity Up to 90% • Ingress Protection (IP) IP54 with USB connector closed and protective cap in place • EMC EN 61326-1 • Safety Compliance IEC 61010-1 • Warranty 2 years 		
7	HIGH TEMPERATURE DATA LOGGERS	<ul style="list-style-type: none"> • Temperature Sensor: 100 Ω Platinum RTD • Probe Measurement Range: -200 °C to +260 °C (-328 °F to +500 °F) • Temperature Resolution: 0.01 °C (0.02 °F) • Calibrated Accuracy • $\pm 0.1^{\circ}\text{C}/\pm 0.18^{\circ}\text{F}$ (20 °C to +140 °C/68 °F to +284 °F) • $\pm 0.3^{\circ}\text{C}/\pm 0.54^{\circ}\text{F}$ (-20 °C to +19.99 °C/-4 °F to +67.98 °F) • $\pm 0.4^{\circ}\text{C}/\pm 0.72^{\circ}\text{F}$ (-40 °C to -20.01 °C/-40 °F to -4.02 °F) • Start Modes: Software programmable immediate start 		

		<ul style="list-style-type: none"> • Delay start up to 18 months in advance • Stop Modes: Manual or Timed (specific date and time) • Real Time Recording: May be used with PC to monitor and record data in real time • Password Protection: An optional password may be programmed into the device to restrict access to configuration options. Data may be read out without the password. • Memory: 65,536 readings • Wrap Around: Yes • Reading Rate: 1 reading every second up to 1 reading every 24 hours • Calibration: Digital calibration through software • Calibration Date: Automatically recorded within device • Battery Type: 3.6V high-temperature lithium battery included; user replaceable • Battery Life: 2 years typical (1 minute reading rate) • Data Format: Date and time stamped °C, K, °F or °R • Time Accuracy: ±1 minute/month at 20 °C to 30 °C (68 °F to 86 °F) • (Stand alone mode): Computer Interface • IFC400 OR IFC406 USB docking station required; 125,000 baud • Operating System Compatibility: Windows XP SP3 or later • Software Compatibility: Standard Software version 2.03.06 or later • Secure Software version 4.1.3.0 or later • Operating Environment • -40 °C to +140 °C (-40 °F to +284 °F) • 0 %RH to 100 %RH, 0.002 PSIA to 100 PSIA • IP Rating • IP68 <p>Dimensions (Body)</p> <ul style="list-style-type: none"> • HiTemp140-2, 5.25, 7: • 1.9 in x 0.970 in dia. (48 mm x 24.6 mm dia.) • Dimensions (Probe) • 5.25 in x 0.188 in dia. (133 mm x 4.8 mm dia.) • HiTemp140-5.25-TD: • 7.0 in x 0.188 in dia. (178 mm x 4.8 mm dia.) • Weight: 4.2 oz (120 g) • Material: 316 Stainless Steel • Approvals: CE High Temperature Data Logger with a 5.25 inch probe 		
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8	DIGITAL REFRACTOMETER	<table border="1"> <tr> <td data-bbox="653 272 1087 354">Scales:</td> <td data-bbox="1087 272 1425 354">Refractive Index (nD): 1.33000 to 1.58000; Brix: 0.00 to 95.00°</td> </tr> <tr> <td data-bbox="653 354 1087 456">Resolution:</td> <td data-bbox="1087 354 1425 456">Refractive Index (nD): 0.00001 Brix: 0.01°</td> </tr> <tr> <td data-bbox="653 456 1087 558">Accuracy:</td> <td data-bbox="1087 456 1425 558">Refractive Index (nD): ±0.00004 Brix: ±0.03°</td> </tr> <tr> <td data-bbox="653 558 1087 630">Reading Update Time:</td> <td data-bbox="1087 558 1425 630">4.0 seconds</td> </tr> <tr> <td data-bbox="653 630 1087 701">Other Scales:</td> <td data-bbox="1087 630 1425 701">30 User Defined Scales</td> </tr> <tr> <td data-bbox="653 701 1087 773">Temperature Compensation:</td> <td data-bbox="1087 701 1425 773">5 to 60°C</td> </tr> <tr> <td data-bbox="653 773 1087 844">Circulation Temperature:</td> <td data-bbox="1087 773 1425 844">5 to 60°C</td> </tr> <tr> <td data-bbox="653 844 1087 915">Ambient Temperature:</td> <td data-bbox="1087 844 1425 915">5 to 40°C</td> </tr> <tr> <td data-bbox="653 915 1087 987">Power Requirements:</td> <td data-bbox="1087 915 1425 987">100 to 240 V, 50/60 Hz</td> </tr> <tr> <td data-bbox="653 987 1087 1058">Dimensions:</td> <td data-bbox="1087 987 1425 1058">200 x 370 x 140 mm</td> </tr> <tr> <td data-bbox="653 1058 1087 1130">Weight:</td> <td data-bbox="1087 1058 1425 1130">9.0 kg</td> </tr> </table>	Scales:	Refractive Index (nD): 1.33000 to 1.58000; Brix: 0.00 to 95.00°	Resolution:	Refractive Index (nD): 0.00001 Brix: 0.01°	Accuracy:	Refractive Index (nD): ±0.00004 Brix: ±0.03°	Reading Update Time:	4.0 seconds	Other Scales:	30 User Defined Scales	Temperature Compensation:	5 to 60°C	Circulation Temperature:	5 to 60°C	Ambient Temperature:	5 to 40°C	Power Requirements:	100 to 240 V, 50/60 Hz	Dimensions:	200 x 370 x 140 mm	Weight:	9.0 kg		
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Weight:	9.0 kg																									

9	AUTOMATIC VOLTAGE STABILIZER	Protect against: <ul style="list-style-type: none"> • High voltage • Low voltage • Spikes/surges • Powerbacks surges • Loss Of Neutral (LoN) • Max power: 30 amps Wait time: User adjustable from 10 seconds and 10 minutes		
10	WASHING MACHINE CLEANER AND DRIER COMBI	Washer & Dryer Capacity: 10.5kg Dimension (W x D x H):600 x 550 x 850 Front Loader Washing Machines AI DD™ Color: White Performance AI DD 6 Motion Steam+(Wrinkle & Allergy Care) Add Item Function Turbowash360(39") 1,400 RPM Durability Motor 10year Warranty Full STS Drum Convenience SmartThinQ (Wi-Fi) Smart Diagnosis Design :Glass door Chrome Rim		

11	REAL TIME MICROBIOLOGY TESTING EQUIPMENT	<p>Testing Technology: Turbidoflourimeter system/Real Time Testing and Validation.</p> <p>Mandatory Accessories: Microtube Set Mini USB Cord Notebook Computer with preloaded software Carrying Case LED Heater Software backup Vortex for Microbiology Sterile micro test tubes pk/500 1.5 ml Variable volume micropipette 5000 µl Sterile tips for micropipette 100-5,000µl Micro test tube rack.</p> <p>Test Reagents: Test set for total microbial load in raw milk,100 tests per set Raw milk total microbial count test reference sample Total set for Total microbial count in pasteurized milk,50 tests Test set Alkaline Phosphatase Residual Activity in Dairy Products,100 Tests</p>		
12	FLUID VISCOMETER	<ul style="list-style-type: none"> • DV2T Extra Viscometer with timer • Screen size : 7 inch • Input Voltage : 220 V 50 Hz • Rotor Speed: 200 r/min +- 0.5 r/min • Weight: 11 kg 		

Name:..... 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 form below).

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.

8.0 Anti-Corruption Declaration Form

The Anti – Corruption Declaration form should not be completed by the tenderer at the time of tender preparation

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 style="text-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 style="text-align: center;">Part 2 (b) Partnership</p> <p>Given details of partners as follows:</p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">Nationality</th> <th style="text-align: left;">Citizenship Details</th> <th style="text-align: left;">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.				
Name	Nationality	Citizenship Details	Shares																						
1.																						
2.																						
3.																						
4.																						
	<p style="text-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" style="width: 100%;"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">Nationality</th> <th style="text-align: left;">Citizenship Details</th> <th style="text-align: left;">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.....
Name	Nationality	Citizenship Details	Shares																						
1.....																						
2.....																						
3.....																						
4.....																						
5.....																						
<p>Date Seal/Signature of Candidate</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			
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Lodged with the Secretary Public Procurement Administrative Review Board on day of
.....20.....

SIGNED
Board Secretar

