KENYATTA UNIVERSITY

TENDER NO.: KU/TNDR/G/054/SDICRE-PRC/2019-2020

RESTRICTED TENDER FOR SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ASSORTED RESEARCH EQUIPMENT FOR PHYTOTHERAPEUTIC RESEARCH CENTRE

CLOSING DATE: THURSDAY 6TH FEBRUARY, 2020 AT 10.00AM
SECTION I: INVITATION FOR TENDERS

TENDER REF. NO: KU/TNDR/S/054/SDICRE-PRC/2019-2020
**TENDER NAME:** RESTRICTED TENDER FOR SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ASSORTED RESEARCH EQUIPMENT FOR PHYTOTHERAPUTIC RESEARCH CENTRE

1.1 **Kenyatta University** invites sealed tenders from restricted and eligible tenderers for supply and delivery of assorted research equipment for Phytotheraputic Research Centre.

1.2 Prices quoted should be net, inclusive of **all taxes**, and **delivery costs**, Prices quoted should be net, inclusive of **all taxes, branding cost** and must be in Kenya Shillings and shall remain valid for **120** days from the closing date of the tender.

1.3 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at (**Kenyatta University – Procurement Department Reception**) or be addressed to (**Kenyatta University P.O. Box 43844 – 00100 GPO Nairobi**) so as to be received on or before **Thursday 6th February, 2020 at 10:00 a.m**

1.4 Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at (**Kenyatta University - Boardroom**).

**SECTION II: INSTRUCTIONS TO TENDERERS**

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SECTION II: INSTRUCTIONS TO TENDERERS

2.1: ELIGIBLE TENDERERS

2.1.1 This Invitation to tender is restricted to tenderers eligible for supply, delivery installation and commissioning of assorted equipment for for assorted research equipment for phytotherapeutic research centre as described in the instructions to tenderers. Successful tenderers shall provide the goods for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.

2.1.2 Kenyatta University employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender.

2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by Kenyatta University to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.

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

2.2: ELIGIBLE GOODS

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

2.2.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or 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 goods is distinct from the nationality of the tenderer.

2.3: COST OF TENDERING

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

2.3.2 The price to be charged for the tender document shall be Kshs.1,000.

2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.
2.4: CONTENT OF THE TENDER DOCUMENT

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

(i) Invitation to Tender
(ii) Instructions to tenderers
(iii) General Conditions of Contract
(iv) Special Conditions of Contract
(v) Schedule of Requirements/Price Schedules
(vi) Tender Form
(vii) Contract Form
(viii) Confidential Business Questionnaire
(ix) Tender Security Form
(x) Performance Security Form
(xi) Oaths and Statutory Declaration Form
(xii) Manufacturer’s Authorization 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 DOCUMENTS

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify Kenyatta University in writing or by post at University’s address indicated in the Invitation to Tender or email to procurement@ku.ac.ke The University 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 University. Written copies of The University 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 Kenyatta University 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 DOCUMENTS

2.6.1 At any time prior to the deadline for submission of tenders, Kenyatta University, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.

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

2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, Kenyatta University 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 Kenyatta University, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.8: DOCUMENTS COMPRISING OF TENDER

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

2.9: TENDER FORMS

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

2.10: TENDER PRICES

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

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

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

2.10.4 The validity period of the tender shall be 120 days from the date of opening of the tender.
2.11: TENDER CURRENCIES

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

2.12: TENDERERS ELIGIBILITY AND QUALIFICATIONS

2.12.1 Pursuant to paragraph 2.1. The tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

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

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to Kenyatta University’s satisfaction;

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

(b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;

(c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer’s maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 GOODS ELIGIBILITY AND CONFORMITY TO TENDER DOCUMENTS

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

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

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

(a) a detailed description of the essential technical and performance characteristic of the goods;

(b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a
period of two (2) years, following commencement of the use of the goods by Kenyatta University; and

(c) a clause-by-clause commentary on Kenyatta University 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 documentary evidence 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 Kenyatta University 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 University 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 bid security of Kshs 100,000.

2.14.2 The tender security is required to protect Kenyatta University against the risk of Tenderer’s conduct which would warrant the security’s forfeiture, pursuant to paragraph 2.14.7.

2.14.3 The tender security shall be denominated in Kenya Shillings and shall be in the form of a bank guarantee from a bank in Kenya. The validity of the tender shall be 120 days.

2.14.4 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by Kenyatta University as non-responsive, pursuant to paragraph 2.22.

2.14.5 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 Kenyatta University.

2.14.6 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.

2.14.7 The tender security may be forfeited:

(a) if a tenderer withdraws its tender during the period of tender validity specified by Kenyatta University on the Tender Form; or

(b) in the case of a successful tenderer, if the tenderer fails:
   (i) to sign the contract in accordance with paragraph 2.27 or
   (ii) to furnish performance security in accordance with paragraph 2.28
2.15: VALIDITY OF TENDERS

2.15.1 Tenders shall remain valid for 120 days or as specified in the Invitation to tender after the date of tender opening prescribed by Kenyatta University, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by The University as non-responsive.

2.15.2 In exceptional circumstances, Kenyatta University 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 tenderer shall prepare two copies of the tender, clearly marking each “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate. In the event of any discrepancy between them, the original shall govern.

2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.16.4: All required documents must be arranged chronologically as listed in the evaluation criteria and clearly marked.

2.16.5 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 initialed by the person or persons signing the tender and any attachments must be serialized.

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 Kenyatta University at the address given in the Invitation to Tender:
   (b) bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE,” Thursday 6th February 2020 at 10.00 a.m
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, Kenyatta University will assume no responsibility for the tender’s misplacement or premature opening.

2.18: DEADLINE FOR SUBMISSION OF TENDERS

Tenders must be received by Kenyatta University at the address specified under paragraph 2.17.2 not later than Thursday 6th February, 2020 at 10:00 a.m.

2.18.1 Kenyatta University 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 Kenyatta University and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19: MODIFICATION AND WITHDRAWAL OF TENDERS

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

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

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

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.14.7

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

2.19.6 Kenyatta University shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
2.20  **OPENING OF TENDERS**

2.20.1 Kenyatta University will open all tenders in the presence of tenderer’s representatives who choose to attend, on **Thursday 6th February, 2020 at 10.00 a.m** and in the location specified in the Invitation to Tender.

The tenderer’s representatives who are present shall sign a register evidencing their attendance.

2.20.2 The tenderer’s names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as Kenyatta University, at its discretion, may consider appropriate, will be announced at the opening.

2.20.3 Kenyatta University 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 Kenyatta University 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 Kenyatta University in the tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderer’s tender.

2.22  **PRELIMINARY EXAMINATION**

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

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail.

2.22.3 Kenyatta University may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 Kenyatta University 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. Kenyatta University 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 Kenyatta University and may not subsequently be made responsive by the tenderer by correction of the non-conformity.
2.23 CONVERSION TO SINGLE CURRENCY

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

2.24 EVALUATION AND COMPARISON OF TENDERS

2.24.1 Kenyatta University will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22.

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

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

2.25 PREFERENCE

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

2.26 CONTACTING THE KENYATTA UNIVERSITY

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

2.26.2 Any effort by a tenderer to influence Kenyatta University in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer’s tender.

2.27 AWARD OF CONTRACT

(a) Post-qualification

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

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

2.27.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer’s tender, in which event Kenyatta University will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer’s capabilities to perform satisfactorily.
(b) Award Criteria
2.27.4 Kenyatta University 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 through post qualification, that the tenderer is determined to be qualified to perform the contract satisfactorily.

(c) Kenyatta University’s Right to Vary quantities
2.27.5 Kenyatta University reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) Kenyatta University’s Right to Accept or Reject Any or All Tenders
2.27.6 Kenyatta University reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for Kenyatta University’s action

2.28 :NOTIFICATION OF AWARD

2.28.1 Prior to the expiration of the period of tender validity, Kenyatta University will notify the successful tenderer in writing that its tender has been accepted.
2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

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

2.29 :SIGNING OF CONTRACT

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

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

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

2.30 :PERFORMANCE SECURITY

2.30.1 Within Thirty (30) days of the receipt of notification of award from Kenyatta University, 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 University.
2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event Kenyatta University may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 CORRUPT OR FRAUDULENT PRACTICES

2.31.1 Kenyatta University requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

(i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of Kenyatta University, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive The University of the benefits of free and open competition;

2.31.2 Kenyatta University will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

The following information for procurement of services shall complement or amend the provisions of the Instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

<table>
<thead>
<tr>
<th>Instructions to tenderers</th>
<th>Particulars of appendix to instructions to tenderers</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1: Eligible Tenderers</td>
<td>Restricted to bidders who are either manufacturers or appointed dealers of Research Equipment</td>
</tr>
<tr>
<td>2.11: Tender Currencies</td>
<td>Kshs Only</td>
</tr>
<tr>
<td>2.14: Tender Security</td>
<td>Kshs 100,000.00.</td>
</tr>
<tr>
<td>2.18 Deadline for submission of tenders</td>
<td>Thursday 6th February, 2020 at 10.00 a.m</td>
</tr>
<tr>
<td>2.22: Evaluation and Comparison of Tenders</td>
<td>See evaluation criteria on page 17.</td>
</tr>
</tbody>
</table>
EVALUATION CRITERIA FOR INCUBATION EQUIPMENT
The method of evaluation will be Merit Point System
The criteria of evaluation and the points to be awarded on each criterion will be as follows:

<table>
<thead>
<tr>
<th>A.</th>
<th>MANDATORY REQUIREMENTS</th>
<th>POINTS</th>
</tr>
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<tbody>
<tr>
<td>A1</td>
<td>Certified copy Certificate of Incorporation/Registration</td>
<td>YES/NO</td>
</tr>
<tr>
<td>A2</td>
<td>Submit manufacturer’s authorization certificate for appointed dealers</td>
<td>YES/NO</td>
</tr>
<tr>
<td>A3</td>
<td>Complete mandatory Business Questionnaire attached</td>
<td>YES/NO</td>
</tr>
<tr>
<td>A4</td>
<td>Attach copy of Business permit or trade license</td>
<td></td>
</tr>
<tr>
<td>A5</td>
<td>Attach a copy of certified and valid tax compliance certificate</td>
<td></td>
</tr>
<tr>
<td>A6</td>
<td>Give a commitment letter that you will give a warranty of not less than one (1) year for the equipment tendered for.</td>
<td>YES/NO</td>
</tr>
<tr>
<td>A7</td>
<td>Bid Security of <strong>Kshs. 100,000.00</strong> from a commercial bank or insurance company and valid for 120 days from date of closing</td>
<td>YES/NO</td>
</tr>
<tr>
<td>A9</td>
<td>Provide comprehensive technical information/data information catalogues, brochures/manuals written in English for the product quoted for.</td>
<td>YES/NO</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B.</th>
<th>FINANCIAL AND TECHNICAL REQUIREMENTS</th>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>B1</td>
<td>Accumulated volume of business. Provide proof of performing/undertaking similar works (supply of research equipment) for the last three years with four (4) clients. Attach L.P.O, contracts and the relevant certificate of completion/invoices/delivery notes.</td>
<td>30</td>
</tr>
<tr>
<td></td>
<td>• Above Ksh 20 million………………………………………. (30 marks)</td>
<td></td>
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<tr>
<td></td>
<td>• Below Ksh. 20 m and above ksh. 15 million…………………. (20 marks)</td>
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<tr>
<td></td>
<td>• Below Ksh. 15 m and above ksh. 10 million…………………. (10 marks)</td>
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<tr>
<td></td>
<td>• Below Ksh.10 million and above 5 million…………………. (5 marks)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Below Ksh. 5 Million………………………………………..(0 mark)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bidders to present the information in the table on page 18</td>
<td></td>
</tr>
<tr>
<td>B2</td>
<td>Attach four letters of recommendation from referees two of whom must be current customers within 2016 and 2018 (LPOs will not be treated as recommendation letters).</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>• Four letters – (5Marks for each letter)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Less than four letters – (Pro rate)</td>
<td></td>
</tr>
<tr>
<td>B3</td>
<td>Provide proof of servicing and maintenance of similar equipment by attaching copies of contracts, LSO and their corresponding service job cards/sheets etc. The contract or LSO should not be within the warranty period.</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>• Each contract/LSO -----------------------------------5mks</td>
<td></td>
</tr>
</tbody>
</table>

C | TECHNICAL REQUIREMENTS |
<table>
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<tr>
<td>C2</td>
<td>Document presentation and pagination</td>
</tr>
<tr>
<td></td>
<td>• Tape bound only ………………. 4 marks</td>
</tr>
<tr>
<td></td>
<td>• Separators ………………… 3 marks</td>
</tr>
<tr>
<td></td>
<td>• Table of content……………. 3 marks</td>
</tr>
<tr>
<td></td>
<td>• Pagination of the whole document…… 5 marks</td>
</tr>
<tr>
<td><strong>GRAND TOTAL</strong>:</td>
<td><strong>85</strong></td>
</tr>
<tr>
<td>Name of the client</td>
<td>Volume of the Business in terms of Ksh.</td>
</tr>
<tr>
<td>--------------------</td>
<td>---------------------------------------</td>
</tr>
<tr>
<td>1.</td>
<td></td>
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<tr>
<td>2.</td>
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<td>3.</td>
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<td>4</td>
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</tbody>
</table>

**NB:**

1. Bidders must meet all the mandatory requirements to qualify for technical and financial evaluation
2. To qualify for price evaluation, the bidder must score a minimum of 70%
3. Any information provided by the bidder may be verified by the university
4. The bidder quoting the lowest price having attained 70% technical score shall be recommended for contract award.
5. Give us your delivery period.
6. Provide a list of available spares parts for the equipment and price/rate.
7. Prices quoted MUST be inclusive of all Government taxes and transport to Kenyatta University.
SECTION III: GENERAL CONDITIONS OF CONTRACT

Table of Clauses

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<th>Description</th>
<th>Page</th>
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<td>3.2</td>
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<td>Country of Origin</td>
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<td>3.4</td>
<td>Standards</td>
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<td>3.5</td>
<td>Use of Contract documents and information</td>
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<td>3.6</td>
<td>Patent Rights</td>
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<td>Performance security</td>
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<td>Inspection and Tests</td>
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<td>Packing</td>
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<td>3.10</td>
<td>Delivery and documents</td>
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<td>3.13</td>
<td>Price</td>
<td>22</td>
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<td>3.14</td>
<td>Assignments</td>
<td>23</td>
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<td>3.15</td>
<td>Sub contracts</td>
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<td>3.16</td>
<td>Termination for default</td>
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<td>3.17</td>
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<td>3.18</td>
<td>Resolution of Disputes</td>
<td>23</td>
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<td>3.19</td>
<td>Language and law</td>
<td>24</td>
</tr>
<tr>
<td>3.20</td>
<td>Force Majeure</td>
<td>24</td>
</tr>
</tbody>
</table>
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 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 Procuring Entity under the Contract.

(d) “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 Kenyatta University for the procurement installation and commissioning of equipment.

3.3 COUNTRY OF ORIGIN

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

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

3.4 STANDARDS

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

3.5 USE OF CONTRACT DOCUMENTS AND INFORMATION

3.5.1 The tenderer shall not, without Kenyatta University 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 University 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 Kenyatta University’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 Kenyatta University and shall be returned (all copies) to The University on completion of the Tenderer’s performance under the Contract if so required by The University.

3.6 PATENT RIGHTS

3.6.1 The tenderer shall indemnify Kenyatta University 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 Kenya.

3.7 PERFORMANCE SECURITY

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

3.7.2 The proceeds of the performance security shall be payable to Kenyatta University 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 Kenyatta University and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to The University, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by Kenyatta University 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 Kenyatta University or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. Kenyatta University shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods’ final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to Kenyatta University.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, Kenyatta University 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 University.
3.8.4 Kenyatta University’s right to inspect, test and where necessary, reject the goods after the Goods’
arrival shall in no way be limited or waived by reason of the equipment having previously been
inspected, tested and passed by The University or its representative prior to the equipment
delivery.

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

3.9 :PACKING

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

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

3.10 :DELIVERY AND DOCUMENTS

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

3.11 :INSURANCE

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

3.12: PAYMENT

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

3.12.2 Payments shall be made promptly by Kenyatta University as specified in the contract

3.13 PRICES

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

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

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

3.13.4 Price variation request shall be processed by Kenyatta University within (30) days of receiving
the request.

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3.14. ASSIGNMENT

3.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with Kenyatta University’s prior written consent.

3.15 SUBCONTRACTS

3.15.1 The tenderer shall notify Kenyatta University 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 Kenyatta University may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

(a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by Kenyatta University if the tenderer fails to perform any other obligation(s) under the Contract.

(b) if the tenderer, in the judgment of Kenyatta University has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.16.2 In the event Kenyatta University 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 University for any excess costs for such similar goods.

3.17 LIQUIDATED DAMAGES

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

3.18 RESOLUTION OF DISPUTES

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

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.
3.19  LANGUAGE AND LAW

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

3.20  FORCE MAJEURE

3.20.1 The tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that it’s delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
4. SECTION IV: SPECIAL CONDITIONS OF CONTRACT

4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

4.2. Special conditions of contract as relates to the GCC

<table>
<thead>
<tr>
<th>REFERENCE OF GCC</th>
<th>SPECIAL CONDITIONS OF CONTRACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.12.1: Payment</td>
<td>Within 30 days after receipt of invoice</td>
</tr>
<tr>
<td>3.18.1: Resolutions of Disputes</td>
<td>Arbitration to be considered before litigation</td>
</tr>
</tbody>
</table>
# SECTION V: RESEARCH EQUIPMENT SPECIFICATIONS

## 1. Gas Chromatograph Mass Spectrometer (GC-MS) System Specifications

<table>
<thead>
<tr>
<th>General</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Bench Top Mass Spectrometer, Interfaced to the Gas Chromatograph Including an Autosampler and Control Software. The offer must be by a Single vendor supplier for all system components of the system. Official brochures and information pamphlets, as published by the manufacturer regarding all specifications shall be submitted with the offer. The system will be brand new and the latest model offered by the manufacturer. Please state the Make, Model and Country of Origin of the system.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Specification</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>EI SIM IDL (Helium carrier gas with Auto Liquid Sampler) Demonstrated at Install with Autosampler</td>
<td><strong>1.5 fg or less</strong> for Inert Extractor EI source, Turbo Pump 8 sequential 1 μL injections of 100 fg/μL OFN standard solution at nominal 272 u ion. Demonstrated at install when sold with a Liquid Autosampler</td>
</tr>
<tr>
<td>EI SIM IDL (Helium carrier gas with Auto Liquid Sampler) Demonstrated at Install with Autosampler</td>
<td><strong>10 fg or less</strong> for Inert Extractor EI source, Turbo Pump 8 sequential 1 μL injections of 100 fg/μL OFN standard solution at nominal 272 u ion. Demonstrated at install when sold with a Liquid Autosampler</td>
</tr>
<tr>
<td>Mass and Spectral Accuracy (With optional Accurate Mass Package)</td>
<td>Mass Accuracy – 1 μL injection of 100 pg/μL OFN, scanning from 50 to 300 u, will give its monoisotope at m/z 272.987 ± 0.005 Spectral Accuracy - 1 μL injection of 100 pg/μL OFN, scanning from 50 – 300 u, spectral accuracy will be 99.0%</td>
</tr>
<tr>
<td>Helium (He) Electron Impact Sensitivity SCAN mode:</td>
<td>Extractor 1 pg OFN gives &gt; 1500:1 S/N scanning from 50-300 u at nominal m/z 272 ion demonstrated at install</td>
</tr>
<tr>
<td>Ultra Inert Column of conventional size and Ultra Inert inlet liner</td>
<td>The installation check out column should be the conventional dimension (30m x 0.25mm I.D. x 0.25μm) Ultra Inert Column, which the Manufacture offers the MS Library for major GC/MS applications using that column. The inlet liner should be Ultra Inert for demonstration of installation check out.</td>
</tr>
<tr>
<td>Detector Type</td>
<td>The Mass Spectrometer’s detector shall be a Series II Triple-Axis HED-EM, which places the HED-EM doubly off-axis from the axis of the transmission quadrupole.</td>
</tr>
</tbody>
</table>
**General**

A Bench Top Mass Spectrometer, Interfaced to the Gas Chromatograph Including an Autosampler and Control Software. The offer must be by a Single vendor supplier for all system components of the system. Official brochures and information pamphlets, as published by the manufacturer regarding all specifications shall be submitted with the offer. The system will be brand new and the latest model offered by the manufacturer. Please state the Make, Model and Country of Origin of the system.

<table>
<thead>
<tr>
<th>Specification</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accessibility to Mass Filter</td>
<td>The Mass Filter and Detector should be placed on the same plate as Ion Source for better accessibility.</td>
</tr>
<tr>
<td>Trace Ion Detection (TID)</td>
<td>The proprietary electric noise reductions of scan MS data to improve the quality of mass spectrum.</td>
</tr>
<tr>
<td>Gain Normalization Autotune</td>
<td>The Mass Spectrometer must have a Gain Normalized Autotune which optimizes the EM’s gain to ensure the optimal balance between ion count, linearity and EM life expectancy.</td>
</tr>
<tr>
<td>Scan Rate</td>
<td>The Mass Spectrometer shall have an electronic scan rate of 20,000 u/sec</td>
</tr>
<tr>
<td>Inert ion source</td>
<td>The mass spectrometer must use an ion source where the metallic parts are constructed from inert material. Ion Source temp controllable from 100 – 350 degrees C. Stainless steel is NOT acceptable nor is coating the metallic parts with an inert material.</td>
</tr>
<tr>
<td>Directly heated and bakable monolithic quartz structure, hyperbolic form quadrupole</td>
<td>Mass Spectrometer must utilize a Quadrupole Mass Filter consisting of a monolithic quartz structure. A quadrupole consisting of 4 separate rods is NOT acceptable. The rods must have a true hyperbolic shape in keeping with quadrupole theory. The Quadrupole is to be independently heated and its temperature is to be user-selectable from 100 – 200˚C.</td>
</tr>
<tr>
<td>Gold and titanium multilayer metalized hyperbolic electrode surfaces.</td>
<td>The quadrupole is to have its electrode surfaces covered by titanium composite and gold thin and thick films.</td>
</tr>
<tr>
<td>Mass Range</td>
<td>The instrument must scan from 1.6 to 1050 u</td>
</tr>
<tr>
<td>SIM Capacity</td>
<td>The mass spectrometer shall have the capability to create 100 SIM ion groups with up to 60 ions per group</td>
</tr>
<tr>
<td>SIM speed</td>
<td>Down to 0.1 msec</td>
</tr>
</tbody>
</table>
**General**

*A Bench Top Mass Spectrometer, Interfaced to the Gas Chromatograph Including an Autosampler and Control Software*. The offer must be by a Single vendor supplier for all system components of the system. Official brochures and information pamphlets, as published by the manufacturer regarding all specifications shall be submitted with the offer. The system will be brand new and the latest model offered by the manufacturer. Please state the Make, Model and Country of Origin of the system.

**Specification** | **Description**
--- | ---
**High Performance Synchronous SIM/Scan** | The mass spectrometer’s electronics must have the efficiency to support synchronous SIM/Scan. Synchronous SIM/Scan is a mode of operation that enables collection of both SIM data and full scan data in the same acquisition cycle. The fast electronics of the GC/MS system provides very fast and flexible SIM and Scan. SIM dwell times can be set in 1 msec increments from higher than 100 msec to as low as 1 msec dwell, allowing rapid analysis with more compounds and more samples.

**Automated SIM setup** | The mass spectrometer must have an automated SIM setup that can convert a full scan method to a SIM or SIM/Scan method. The software must automatically configure the number of SIM groups, SIM cycles across the peak, and the ions added to each group.

**High Vacuum Pumping Speed** | The high-vacuum region must utilize an air-cooled high-vacuum turbo pump with a minimum pumping speed of 255 L/s (Helium) Turbo Pump with 2.5 m³/hr mechanical pump.

**Max column flow rate for data acquisition** (for optimal chromatography and sensitivity flow should be between 1 and 2 ml/min in EI and 2 and 4 in CI-
Higher flow are used on mega bore column, not useable for Trace analysis and/or fast chromatography) | 4 mL/min for turbo pump.

**Recommended maximum sustained column flow to MS** | 50 mL/min

**Retention Time-Locking software** | The mass spectrometer data system must have an integrated retention time-locking module for analyzing target compounds in complex matrices. The software module must provide the creation of custom compound databases as well as the utilization of vendor provided databases. Vendor databases include: pesticides and endocrine disruptors, PCB’s, VOC’s, Fatty Acid Methyl Esters, Drugs of Abuse, and Flavors and Fragrances.
### General

A Bench Top Mass Spectrometer, Interfaced to the Gas Chromatograph Including an Autosampler and Control Software. The offer must be by a Single vendor supplier for all system components of the system. Official brochures and information pamphlets, as published by the manufacturer regarding all specifications shall be submitted with the offer. The system will be brand new and the latest model offered by the manufacturer. Please state the Make, Model and Country of Origin of the system.

### Specification

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Sleep/Wake mode (GC and MSD)</strong></td>
</tr>
<tr>
<td>The Gas Chromatograph must have clock time programmability to allow a user to have the instrument come on at a specified time, and be at operating temperature and stable when use is required. This will also allow the user to program automated shutdown times. An example of using this feature: Friday – 6:45 p.m. shut down system, Monday 6:30 a.m. bring system back on line. Sleep/Wake mode should also be available on MSD for power saving. When GC goes to Sleep Mode, MSD is also goes to power saving mode for reduction of electric power consumption. (7890B-5977A only)</td>
</tr>
<tr>
<td><strong>Sequence actions</strong></td>
</tr>
<tr>
<td>Tuning MS, Sleep/Wake etc. are available as the actions of Sequence.</td>
</tr>
<tr>
<td><strong>Fast venting</strong></td>
</tr>
<tr>
<td>When Vent Cycle is started, GC recognizes and optimizes the column flow to cool down the MSD faster.</td>
</tr>
<tr>
<td><strong>Multiple instrument and detector control and acquisition</strong></td>
</tr>
<tr>
<td>The MS data system must be capable of controlling 2 complete GC/MSD systems and 2 additional GC’s with one detector each simultaneously from a single PC data system.</td>
</tr>
<tr>
<td><strong>10-Year Value Guarantee</strong></td>
</tr>
<tr>
<td>System shall have a ten year value guarantee such that vendor shall have ten years’ guaranteed parts and comprehensive service available or give residual value credit for replacement</td>
</tr>
</tbody>
</table>
2. **Liquid Chromatograph Mass Spectrometer Triple Quadruple System (LC-MS/MS):**

<table>
<thead>
<tr>
<th>Required Technical Specification of Goods</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General</strong></td>
</tr>
</tbody>
</table>

A Bench Top Triple Quadruple Mass Spectrometer, Interfaced to the Liquid Chromatograph Including an Autosampler and Control Software. The offer must be by a Single vendor supplier for all system components of the system. Official brochures and information pamphlets, as published by the manufacturer regarding all specifications shall be submitted with the offer. The system will be brand new and the latest model offered by the manufacturer. Please state the Make, Model and Country of Origin of the system.

Quoted System to include the following:

1) Gradient LC pump
2) Solvent degasser
3) Automatic Liquid Sampler
4) Column Oven
5) HPLC starter kit
6) HPLC Tool kit
7) Sample Vials
8) Columns
9) Triple Quadrupole Mass Spectrometer
10) ESI
11) Nitrogen Generator
12) UPS
13) LC/MS QQQ Pesticide tMRM Database
14) Control Software
15) Computer, Monitor and Printer
16) Installation and Commissioning
17) On Site Training
**Quaternary Pump:**

<table>
<thead>
<tr>
<th>Feature</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of solvents</td>
<td>1 to 4</td>
</tr>
<tr>
<td>Flow rate range</td>
<td>0.2 to 10 mL/min. in 0.001 mL/min. increments</td>
</tr>
<tr>
<td>Maximum pressure</td>
<td>600 Bar</td>
</tr>
<tr>
<td>Pressure pulsation</td>
<td>&lt; 2 % amplitude (typically &lt; 1.0 %) or &lt; 0.3 MPa (3 bar), whatever is greater, at 1 mL/min isopropanol, at all pressures &gt; 1 MPa (10 bar, 147 psi).</td>
</tr>
<tr>
<td>Composition range</td>
<td>0 - 100 % in 0.1% increments, user settable.</td>
</tr>
<tr>
<td>Composition precision</td>
<td>typically &lt; 0.2 % RSD</td>
</tr>
<tr>
<td>Flow precision</td>
<td>0.07% RSD or 0.02 min. SD</td>
</tr>
<tr>
<td>Flow accuracy</td>
<td>± 1% or 10 µL/min</td>
</tr>
<tr>
<td>Delay volume</td>
<td>600 – 900 µL,</td>
</tr>
<tr>
<td>Extensive diagnostics, error detection and display through. Leak detection, safe leak handling, leak output signal for shutdown of the pumping system. Low voltage in major maintenance areas.</td>
<td></td>
</tr>
<tr>
<td>Early maintenance feedback (EMF) for continuous tracking of instrument usage in terms of seal wear and volume of pumped mobile phase with pre-defined and user settable limits and feedback messages. Electronic records of maintenance and errors.</td>
<td></td>
</tr>
</tbody>
</table>

**Solvent Rack and Degasser:**

<table>
<thead>
<tr>
<th>Feature</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Integrated Degasser (not a separate unit)</td>
<td>with 4 degassing channels</td>
</tr>
<tr>
<td>Internal Volume per channel</td>
<td>1.5 mL</td>
</tr>
</tbody>
</table>

**Autosampler:**

<table>
<thead>
<tr>
<th>Feature</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sample carryover</td>
<td>&lt; 0.004% (40 ppm)</td>
</tr>
<tr>
<td>Injection range</td>
<td>0.1 to 100 µL in 0.1 µL increments with 100 µL up to 600 bar</td>
</tr>
<tr>
<td>Precision</td>
<td>typically &lt; 0.25% RSD</td>
</tr>
<tr>
<td>Sample capacity</td>
<td>132 × 2-ml vials in 1 tray or 2 trays</td>
</tr>
<tr>
<td><strong>Injection cycle time:</strong> 50s or less</td>
<td></td>
</tr>
<tr>
<td>--------------------------------------</td>
<td></td>
</tr>
<tr>
<td><strong>Pressure operating range:</strong> up to 600 bar</td>
<td></td>
</tr>
<tr>
<td><strong>Overlapped injections for increased productivity</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Sample viscosity range 0.2-5 cp</strong></td>
<td></td>
</tr>
<tr>
<td>The autosampler design must offer a flow through design with variable injection volume</td>
<td></td>
</tr>
</tbody>
</table>

**Integrated Column Compartment:**

- Column compartment should be integrated into the autosampler and not be a separate unit.
- Temperature range: 5 °C above ambient to 80 °C
- Temperature stability: ± 0.1 °C or better
- Temperature accuracy: ± 0.5 °C or better
- 2 columns up to 30 cm and 4.6 mm ID
- The module must enable pre column heating and post column cooling
- Independent heat exchangers with settable values facilitate two different temperature zones.
- Peltier cooling and heating for maximum temperature stability and application flexibility.

**Triple Quadrupole Mass Analyser**

- The Mass Spectrometer must be Stackable with the UHPLC and have a maximum footprint no larger than 80 cm (depth) x 40 cm (width) allowing the users to maximize utilization of the limited available bench space in the laboratory
- Electrospray Ionization (ESI), must be provided as standard with the Instrument. The Ion source must be of a orthogonal design. The nebulized spray must be positioned with the sprayer orientated orthogonally to the sampling aperture and positioned off axis for better sensitivity and reduced maintenance requirements. The drying and nebulising gas must be supplied via digitally controlled mass flow meters and be controlled via the data system. The source must be accessible to allow easy access to the spraying elements for cleaning without the need to remove the ion source enclosure.
- System must include an automatic vacuum shield to allow easy maintenance and parts replacement without the requirement to vent and the MS during routine maintenance operations such as exchanging the Ion Injector for cleaning
- Pre-Quadrupole Ion Guide must be tapered set of two overlaid twisted Hexapoles.
- System must have two (Q1 and Q2) hyperbolic quadruples
The Collision cell must be a Twisted, tapered dodecapole

| Maximum scan rate 15,000 Da/sec |

MRM Performance Requirements:

- MRM transitions 500 MRM/s/time segment; 33,000 MRM/s/method
- Dynamic MRM transitions 4,000 dynamic transitions/method
- Triggered MRM transitions Up to 10 MRM transitions (primary and secondary) for library search and compound confirmation
- Maximum MRM acquisition rate 500 MRM/s/sec

The following Scan modes must be available:

- MS scan, MS/MS product ion scan, MS/MS neutral loss/gain scan, precursor ion scan, Mixed-Mode Scan (simultaneous acquisition in one time segment of: Full MS, Product ion MS/MS, Precursor MS/MS, Neutral loss/gain MS/MS, SIM and MRM scans), and SIM

**Performance Specifications**

MRM sensitivity: Instrument Detection Limit of ESI in Positive mode should be < 50 fg. This should be proven at installation by injecting 100 fg of reserpine at the UHPLC (not directly onto QQQ) and then quantifying on the transition of m/z 609 to m/z 195. The IDL must be derived through statistical analysis of 8 sequential injections

MRM sensitivity: Instrument Detection Limit of ESI in Negative mode should be <50 fg. This should be proven at installation by injecting 100 fg of chloramphenicol at the UHPLC (not directly onto QQQ) and then quantifying on the transition of m/z 321 to m/z 152. The IDL must be derived through statistical analysis of 8 sequential injections

**Computer and Software**

The system must be supplied with a pre-configured computer, capable of handing the control of system as well as data storage and processing. The computer system must be Windows based and software must allow for complete control of the system and all it’s relevant functions. The computer hardware must operate at high speed and must meet the recommended specifications as provided by the manufacturer of the LC/QQQ system to run the control software.

The offer must include a tMRM database and library for several hundred Pesticides, Plant secondary metabolites, Plant primary metabolites (Proteins, Carbohydrates, Lipids etc) Pharmaceuticals, Drugs of Abuse, Toxicological, Water contaminants, that includes compound names, up to 10 MRM transitions, fragmentor voltages, collision energies, and retention times for each database compound for reliable pesticide screening with tMRM library verification. Pretested analysis methods, using the tMRM database must also be included.

**Additional Requirements**

A nitrogen generator must be delivered.

The Nitrogen Generator must be a self-contained module with built-in Air Compressor. Utilizes membrane technology to selectively remove oxygen, moisture and other gases to leave clean, dry, phthalate free nitrogen.
A Suitable UPS system must be included in the offer. The UPS must be of suitable capacity to protect the system from power surges and dips and to power the system for enough time to enable safe shutdown in the event of a power failure.

<table>
<thead>
<tr>
<th>Offer must include Installation and Commissioning of System by Factory Trained Service Engineer. This should include basic care and maintenance training for the system. Certificates proving factory training of engineer to be submitted.</th>
</tr>
</thead>
<tbody>
<tr>
<td>On-Site Training shall be included as part of the offer. This training will be conducted by an application chemist and will cover software operations.</td>
</tr>
<tr>
<td>Supplier to include a separate quotation for factory based training. The price should include costing for Travel accommodation and subsistence allowance. The quotation should be based on a single staff member attending the training; however the training should be available to multiple staff members at the discretion of the laboratory.</td>
</tr>
</tbody>
</table>
### 3. UV/VIS – Spectrophotometer Specification

<table>
<thead>
<tr>
<th>Specification: Technical requirements for ICP/MS system</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General</strong>&lt;br&gt;The system shall consist of a computer-controlled; double beam UV/VIS for the analysis forensic samples for a wide range of sample types. The system must be manufactured under a Quality Management System approved under ISO9001:2008, and must include all equipment necessary for the operation of the system. The offer must also include a computer system with the capacity to smoothly operate the system as well as provide capabilities and sufficient storage for the analytical system. Note: The system will be brand new and the latest model offered by the manufacturer.</td>
</tr>
</tbody>
</table>

#### 1. GENERAL REQUIREMENTS

1.1. The instrument must be capable of multiple data collection modes (single wavelength, scanning and kinetics modes)

1.2. The proven, robust design comprised of a double beam, Czerny-Turner monochromator

#### 2. Light Source

2.1. The instrument must be a Xenon flash lamp based instrument that has room light immunity allowing samples to be measured, or accessories to used, without closing the sample compartment lid. The Xenon flash lamp will also minimize photo-bleaching of any samples and must also flash at 80 Hz to allow fast data collection.

2.2. The lamp will only illuminate when taking a reading saving energy and maximizing lamp life when compared to other deuterium lamp (D2) systems

2.3. The system must be immune to interference by room light to ensure accurate measurements.

#### 3. System Performance

3.1. Scan rates of 24000 nm/min without wavelength shift, 190–1100 nm wavelength range and Photometric range up to 4 Abs with data collection up to 80 data points/second for single wavelength kinetics measurements.

#### 4. Computer and Software:

4.1. The spectrophotometer should be operated using a desktop computer, connecting via a USB cable. A suitably powerful computer must be included along with the necessary peripherals (Screen, Printer, etc.)

#### 5. Additional Requirements

5.1. Successful bidder will be able to maintain and supply parts to the equipment for at least 10 years from date of purchase. This guarantee needs to be available as a published document and should be included in the bid submission. The installation will be completed by a factory trained service engineer

5.2. Installation and operational qualification of the hardware and software will be provided by the supplier. The IQ/OQ must follow stringent international standards.
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>5.3.</strong></td>
<td>On Site installation and demonstration of performance characteristics as indicated in the manufacturer data sheets provided with the submission of this tender. Installation will include familiarization as well as troubleshooting and maintenance training on the system hardware.</td>
</tr>
<tr>
<td><strong>5.4.</strong></td>
<td>2 Days on-site hands on training at the installation site to be provided by a suitably qualified and experienced application chemist must be included</td>
</tr>
</tbody>
</table>
4. Fourier-Transform Infrared Spectrophotometer (FTIR)

**Specification for FTIR Spectrometer with Platinum Diamond ATR and Desk Top Computer**

- Note: The system will be brand new and the latest model offered by the manufacturer.

**SPECTROMETER HARDWARE**

- The interferometer must be permanently aligned. Interferometer designs that require alignment (either manual or automatic) are not acceptable.

- The interferometer should be capable of acquiring data in both scanning directions to ensure the maximum signal-to-noise ratio in the shortest possible time.

- The interferometer bearing mechanism must be wear-free (frictionless) design to ensure unlimited lifetime. Bearings with wear are not acceptable as they require frequent maintenance and costly exchange.

- The interferometer must utilize retro-reflecting cube corners for instantaneous correction of instability due to mirror tilt. Systems employing electro-optical actuators (dynamic alignment) with flat mirrors to correct for interferometer instability are acceptable only if the frequency of correction is four times the Fourier frequency of the highest wavelength to be measured using the maximum scan speed of the instrument.

- The detector should be temperature-controlled to provide a high stability against variation of the external temperature.

- The IR-source should feature technology that aligns the area of IR-light emission in the center of the source over the complete lifetime of the source; thereby preventing decrease of light throughput (= decrease of measurement sensitivity) over time.

- The lifetime of the spectrometer should be extremely long. The warranty period is expected to be 10 years for the interferometer, 10 years for the Laser and 5 years for the IR source, respectively.

- The FTIR spectrometer should include KBr beam splitter and KBr windows to cover the full MIR range from 8,000 – 350 cm\(^{-1}\).

- All mirrors should be gold-coated to maximize optical throughput in the Mid-IR spectral range.

- The wavenumber accuracy should be better than 0.05 cm\(^{-1}\).
• The wavenumber precision should be better than 0.0005 cm\(^{-1}\).

• The size of the full spectrometer should be small. Its footprint should be smaller than 25 x 35 cm.

• The energy consumption should be very low, at least less than 25 Watt.

• The weight of the system should be less than 8 kg.

• The interface of the spectrometer to the data system should be Ethernet.

• The optics should be sealed. No purge with dried air or nitrogen should be required.

• The spectrometer should contain an electronic sensor to measure the humidity in the device. An automated alert should inform the operator if the humidity is above the threshold.

• Remote operation of the FT-IR spectrometer must be possible.

• Remote diagnostics of the spectrometer must be possible.

• All components of the spectrometer like source, laser, electronics and interferometer should be permanently monitored for correct operation. Any failures should be indicated instantly to the user.

• The FTIR spectrometer should be equipped with fully automated instrument performance tests (OQ, PQ). These automated test series should determine if the spectrometer is operating within specification.

• The FTIR spectrometer should be equipped with an integrated certified reference standard and fully automated instrument performance tests fulfilling PhEur 2.2.24, PhJP 2.25 and USP <854>.

• The spectrometer software should be equipped with all necessary routines to assist laboratories that must confirm GMP standards. Extensive user management with multiple user levels, non-editable data files and complete audit trails should be provided by this software. It further should support the demands of the 21 CFR Part 11 regulation (electronic records, electronic signatures) issued by the American FDA.

**Diamond-ATR module:**

• The ATR module should include a very robust diamond crystal. The diamond crystal should be mounted in the plate by soldering. The fixation of the crystal by glue does not assure the required stability and will therefore not be accepted.

• The lifetime of the diamond ATR module should be extremely long. The warranty period is expected to be 10 years.
• The diamond-ATR crystal should be monolithic to allow the measurement over the full Mid-IR spectral range according to the optical configuration of the spectrometer. No optical components should be used which limit the spectral range.

SPECTROSCOPIC SOFTWARE
• Integrated software for the acquisition, processing, evaluating and reporting of IR-Spectroscopic data in laboratory and processing environment and compliant with cGMP/GLP regulations such as 21 CFR Part 11 and the FDA data integrity guideline.
• Multi-tasking: Measurement and data manipulation/evaluation at the same time.
• Single and repeated measurement
• Automated atmospheric correlation for water vapor and Co2 in MIR without the need to reference spectra.
• Normalization, baseline correction, derivative calculation and spectra subtraction.
• Averaging of spectra
• Spectrum calculator
• Single and multi-peak picking, interactive and automated modes
• Spectra comparison method for material verification
• Library search for material identification, user specific library set-up
• Spectra interpretation tool
• Analyze peak areas and heights, quantitative analysis (Lambert-Beer’s Law)
• Automated multi-method evaluation of spectra (Multi Evaluation)
• Curve fit
• Analytical report generation with predefined print layouts, customizable
• Easy export of spectral data and evaluation results to other programs such LIMS Labware interface.
• Option to store spectral data and evaluation results either in an internal or a user-defined database.
• Permanent instrument status indicator, online monitoring of system performance
• Multi-level user management, log-in with username and password, separated administrative and measurement/evaluation functionality.
• Audit trail (history log function) of system and user, spectra, measurement parameters and evaluation methods.
• Data integrity mode (ALCOA principle) with protected data pool
• All data, including manipulation and evaluation results, stored in one file
• Electronic signature of spectra and methods: 21 CFR Part 11 compliance
• Online help

Libraries
• Polymers and Polymer additives library
• Library that Includes ATR spectra from polymers, monomers, additives, plasticizer, fillers, building materials, cosmetics, excipients, organic and inorganic chemicals, biochemicals, fibres, proteins, fatty acids, lipids, ingredients, natural products, silicon containing compounds, solvents, pesticides, pollutants, semiconductors, dyes, paints, coatings, food, food additives, minerals, lubricants, surfactants, kidney stones, pharmaceuticals and drugs.
• Library that Includes ATR spectra from new drugs, new psychoactive substances (NPS) and legal highs.
Service and Support

- Support and services should be available locally,
- Standard 1-year warranty and possible to be extended to 10 years
- Availability of spare parts should be indicated
- Calibration and maintenance schedule for the instrument should be provided

Desk Top Computer

- CPU: i7 Quad Core CPU minimum of 2.6 GHz
- Memory: 8GB
- Hard Drive: 500GB standard SATA
- Windows 10 64Bit
- Integrated LAN 10/100/1000
- Internal DVD/CD writer
- LCD screen 23”
- 3-year warranty and support
- Wired mouse and keyboard

Consumables and Spare Parts

- MIR source, pre-mounted, pre-aligned, user replaceable
- Desiccant, rechargeable, user replaceable

Installation, commissioning and training should be included for at least 3-4 days by the local Kenyan distributor

MAF

To Note:

1. Negotiation will be done with the winning bidder(s) on the delivery period and other terms.
2. The purchase will be done on “as and when” required basis.
3. Items will be awarded to the lowest evaluated bidder
4. Prices quoted MUST be inclusive of all Government taxes and transport
VI- STANDARD FORMS

1. Form of tender
2. Contract form (Not Applicable during Bidding)
3. Confidential Questionnaire form
4. Tender Security Form
5. Oaths and Statutory Declaration Form
6. Manufacturer’s Authorization Form

Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.

2. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modifies accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.
1. FORM OF TENDER

TO, Kenyatta University

Date:.........................................................
P.O. Box 43844 – 00100 GPO
NAIROBI

Tender No: KU/TNDR/G/054/SDICRE-PRC/2019-2020

Tender Name: Tender for Supply, Delivery,
Installation and Commissioning Of Research
Equipment for Phytotherapeutic Research Centre

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) ........ the
receipt of which is hereby duly acknowledged, we the undersigned, offer to supply incubator
equipment under this tender in conformity with the said Tender document for the sum of
Ksh:.................................[Total Tender amount in
words]............................................................
........................................................................
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 supply incubator equipment in accordance with the
conditions of the tender.

3. 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.

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

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

Dated this .............................................................. day of.................................2020

..................................................................................
..................................................................................
[Signature] [In the capacity of]

Duly authorized to sign tender for and on behalf of.........................................................
2. CONTRACT FORM (NOT APPLICABLE)

THIS AGREEMENT made the………………………….. day of…………………………. 2020……………..

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 Kenyatta University invited tenders for the Supply incubator equipment and has accepted a tender by the tenderer for the supply of the services in the sum of Ksh…………………………………………………………. [contract price in words in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, via:
   (a) the Tender Form and the Price Schedule submitted by the tenderer;
   (b) the Schedule of Requirements
   (c) the Details of cover
   (d) the General Conditions of Contract
   (e) the Special Conditions of Contract; and
   (f) the Kenyatta University’s Notification of Award.

3. In consideration of the payments to be made by Kenyatta University to the tenderer as hereinafter mentioned, the tenderer hereby covenants with Kenyatta University-North Coast Beach Hotel to provide Alcoholic Drinks and Beverages and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. Kenyatta University hereby covenants to pay the tenderer in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written

Signed, sealed, delivered by…………………………. the ………………………….. (Kenyatta University)

Signed, sealed, delivered by ……………………………. the ………………………….. (for the tenderer) in the presence of ………………………………………………….
3. MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE
(Must be filled by all applicants who choose to participate in this Tender)

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c)
Whichever applies to your type of business and part 3.

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

Name of Applicant(s)...........................................................................................................

**Part 1: General:**

1.1: Business Name ..............................................................................................................

1.2: Certificate of Incorporation/Registration No: ..............................................................

1.3: Location of business premises ......................................................................................

1.4: Plot No. ..........................................................................................................................

1.5: Street/Road .....................................................................................................................

1.6: Postal Address ..............................................................................................................

1.7: Office Tel. No. ............................................................................................................... 

1.8: Mobile: ...........................................................................................................................

1.9: Fax No: ...........................................................................................................................

1.10: Email Address.............................................................................................................

1.11: Website........................................................................................................................

1.12: Nature of business : (Indicate whether Manufacturer, Distributor e.t.c) .....................

1.13: Contact Person (Full Names)......................................................................................

(a) Directors Name and Mobile Nos: ............................................................................... 

(b) If not Director, Title...................................................................................................... Power of Attorney (Yes/No) if yes, attach written document.

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

1.15: Name of your bankers ..................................... Branch .............................................

**Part 2(a) – Sole Proprietor:**

2a.1: Your name in full ................................................. Age .................................

2a.2: Nationality ................. Country of origin .....................
Citizenship details

**Party 2(b) – Partnership**

2b.1: Give details of partners as follows

<table>
<thead>
<tr>
<th></th>
<th>Name</th>
<th>Nationality</th>
<th>Citizenship Details</th>
<th>Shares</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td>2</td>
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</tbody>
</table>

**Part 2(c) – Registered Company:**

2c.1: Private or public

2c.2: State the nominal and issued capital of the company –

Nominal Kshs.

Issued Kshs.

2c.3: Give details of all directors as follows

<table>
<thead>
<tr>
<th></th>
<th>Name</th>
<th>Nationality</th>
<th>Citizenship Details</th>
<th>Shares</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
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<td>5</td>
<td></td>
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</tr>
</tbody>
</table>

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

If a citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration
Part 3 – Eligibility Status

3.1 Are you related to an Employee who works in the Finance or Procurement Departments, or, is a member of the Tender Committee of Kenyatta University?
Yes…………….. No: ………………………

3.2: If answer in ‘3.1’ is YES give the relationship:

…………………………………………………………………………………………

3.3: Does an Employee as in “3.1” above, sit in the Board of Directors or Management of your Organisation Subsidiaries or Joint Ventures?
Yes……… No…………

3.4: If answer in ‘3.3’ above is YES give details:

…………………………………………………………………………………………

3.5: Has your Organisation, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by Kenyatta University to provide consulting services for preparation of design, specifications and other documents to be used for procurement or the goods or services under this invitation? Yes…………….. No………………

3.6: If answer in ‘3.5’ above is YES give details:

…………………………………………………………………………………………

3.7: Are you under a declaration of ineligibility for corrupt and fraudulent practices?
Yes…………….. No………………

3.8: If answer in ‘3.7’ above is YES give details:

…………………………………………………………………………………………

3.9: Have you offered or given anything of value to influence the procurement process?
Yes…………….. No………………

3.10: If answer in ‘3.9’ above is YES give details:

…………………………………………………………………………………………

I DECLARE that the information given on this form is correct to the best of my knowledge and belief.

Date: ………………………….. Signature of Candidate: ………………………

If a Kenyan Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.
4. TENDER SECURITY FORM

Whereas …………………………………. (hereinafter called <the tenderer> has submitted its bid

[name of Bidder]

dated …………………… for Supply, Delivery, Installation, Training and Commissioning of Research

Equipment (hereinafter called <the tenderer>) [date of submission of bid]

KNOW ALL PEOPLE by these presents that WE ………………………………….of…………………………having

[name of bank]  [name of country]

our registered office at …………………………………… (hereinafter called <the procuring entity>) in

[name of procuring entity]

the sum of Kshs.…………………………………… for which payment well and truly to be made to

[state the amount]

Kenyatta University, the Bank binds itself, its successors, and assigns by these presents. Sealed

with the Common Seal of the said Bank this ……………………… day of …………………200…..

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its tender during the period of tender validity specified by Kenyatta

University on the Form; or

2. If the tender, having been notified of the acceptance of its tender by Kenyatta University during the

period of tender validity

fails or refuses to execute the Contract Form, if required; or

fails or refuses to furnish the performance security, in accordance with the Instructions to tenders.

We undertake to pay to Kenyatta University up to the above amount upon receipt of its first written demand,

without The University having to substantiate its demand, provided that in its demand The University will

note that the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions,

specifying the occurred condition(s)

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender

validity, and any demand in respect thereof should reach the Bank not later than the above stated date.

Signature:……………………………………………………… Date:…………………………………….

Official Stamp:……………………………………
5. OATHS AND STATUTORY DECLARATION FORM

REPUBLIC OF KENYA
IN THE MATTER OF OATHS AND STATUTORY DECLARATION ACT CHAPTER 15 OF THE
LAWS OF KENYA AND IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET
DISPOSAL ACT NO. 33 OF 2015

I,………………………………………………. Of P.O
Box………………………………………………………………
Being a resident of…………………………………………….. in the Republic of Kenya do hereby make
oath and state as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of………………
(name of the Candidate) which is a Candidate in respect of Tender Number …………………… to
supply goods, render services and/or carry out works for Kenyatta University and duly authorized
and competent to make this Affidavit.

2. THAT the aforesaid Candidate has not been requested to pay any inducement to any member of the
Board, Management, Staff and/or employees and/or agents of Kenyatta University, which is the
procuring entity.

3. THAT the aforesaid Candidate, its servants and/or agents have not offered any inducement to any
member of the Board, Management, Staff and/or employees and/or agents of Kenyatta University.

4. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

SWORN at………………………… by the said}
………………………………………………………………
Name of chief Executive/Managing Director/
Principal Officer/Director
On this……………… day of …………… 2019}

}                        DEPONENT
Before me

Commissioner for Oaths
6. MANUFACTURER’S AUTHORIZATION FORM

To KENYATTAUNIVERSITY

WHEREAS .................................................................who are established and reputable
[\textit{name of the manufacturer}]
manufacturers of
……………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………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