



REPUBLIC  
OF  
KENYA



*Poverty Reduction through Sustainable NRM*

**MINISTRY OF ENVIRONMENT, WATER AND NATURAL  
RESOURCES**

**UPPER TANA NATURAL RESOURCES MANAGEMENT PROJECT**

**Financed by;**

**Government of Kenya;**

**International Fund for Agricultural Development Loan No I-867-  
KE and  
Spanish Trust Fund Loan No I-E-8-KE and Beneficiaries**

**Project Lead Agency;**

**Ministry of Environment, Water and Natural Resources**

**TENDER NO.**

**TENDER DOCUMENT FOR SUPPLY AND DELIVERY OF  
LABORATORY EQUIPMENT FOR MURANGA LAB**

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*UTaNRMP is a corruption free project and no one is required to provide any inducement to participate in any of its implementation processes.*

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## TENDER SUBMISSION CHECKLIST

This order and arrangement shall be considered as the Tender Submission Format, Tenderers shall tick against each item indicating that they have provided and arranged their submission in the same order

No	Item	Tick if provided	Page No.
1	Tender Securing Declaration Form or Bid bond		
2	Registration Certificate with the national treasury or the respective County treasury with in which they operate. <i>This is for youth, women and people with disability only</i>		
3	Copy of Registration Certificate		
4	Copies of the Identity Card of the Firms Owners or Directors		
5	PIN Certificate		
6	Valid Tax Compliance Certificate		
7	Filled and signed Form of Tender		
8	Price Schedule(s)		
9	Delivery Schedule		
10	Confidential Business Questionnaire (CBQ)		
11	Catalogues and or Brochures and or Manufacturer's drawings for each item being tendered for		
12	Manufacturer's Authorization for each item quoted for.		
13	Statement on Deviations if any		
14	a). For companies or firms that are registered or incorporated within the last one calendar year of the Date of the Tender Document, they should submit certified copies of bank statements covering a period of at least six months prior to The date of the tender document. The copies should be Certified by the Bank issuing the statements. The Certification should be original). b). Youth, Persons with Disability and Women whose Companies or firms have been registered or incorporated recently, should submit certified copies of bank statements covering the period of existence. The certification should be original.		
15	Any other document or item required by the Tender Document ( <b>indicate which ones have been attached</b> )		

## SECTION I INVITATION TO TENDER



REPUBLIC  
OF  
KENYA



Poverty Reduction Through Sustainable NRM



**IFAD**  
INTERNATIONAL  
FUND FOR  
AGRICULTURAL  
DEVELOPMENT

### MINISTRY OF ENVIRONMENT, WATER AND NATURAL RESOURCES UPPER TANA NATURAL RESOURCES MANAGEMENT PROJECT (UTaNRMP)

P.O. Box 996-60100 Muranga; Tel 068-31376; Email:utanrmp@gmail.com

### NATIONAL COMPETITIVE TENDER

<b>TENDER NAME</b>	<b>SUPPLY AND DELIVERY OF LABORATORY EQUIPMENT AND CHEMICALS FOR MURANGA LABORATORY</b>
<b>TENDER NO</b>	
<b>PROJECT NAME</b>	<b>UPPER TANA NATURAL RESOURCES MANAGEMENT PROJECT (UTaNRMP)</b>
<b>LOAN/CREDIT NO.</b>	<b>IFAD 1-867-KE AND SPANISH TRUST FUND E-8-KE</b>

The Government of Kenya has received financial assistance from the International Fund for Agricultural Development (IFAD) and the Spanish Trust Fund towards financing an eight year (2012-2020) Upper Tana Natural Resources Management Project. The goal of the project is to contribute to rural poverty reduction in the Upper Tana River Catchment through increased sustainable food production and incomes and sustainable management of natural resources for provision of environmental services. The Project Lead Agency is the Ministry of Environment Water and Natural Resources. The project area covers six counties namely: Muranga, Meru, Tharaka Nithi, Nyeri, Kirinyaga and Muranga. The area includes Mount Kenya and Aberdare National Parks

The project intends to use part of the funds to procure Laboratory Equipment and Chemicals for project implementation. Towards accomplishing its objectives the Upper Tana Natural Resources Management Project (UTaNRMP) now invites sealed tenders

from eligible tenderers for **SUPPLY AND DELIVERY OF LABORATORY EQUIPMENT AND CHEMICALS FOR MURANGA WATER LABORATORY** as per specifications in the tender document.

A complete set of tender document may be obtained by interested tenderers for downloading free of charge from UTaNRMP website [www.utanrmp.or.ke/downloads](http://www.utanrmp.or.ke/downloads) , but prospective bidders are required to register at [utanrmp@gmail.com](mailto:utanrmp@gmail.com) with the buyer giving information shown in the table below:

Tender No.	
Tenderer Name	
Country	
Postal Address	
Telephone Number(s)	
Contact Person	
Email Address	
Date downloaded	

**Companies owned by Youth, Women and People with Disabilities are encouraged to apply**

Prices quoted should be inclusive of all taxes and delivery and must be in Kenya Shillings and shall remain valid for (90) days from the closing date of the tender.

**Completed tender documents in a plain sealed envelope and clearly marked 'Tender No. .... for SUPPLY AND DELIVERY OF LABORATORY EQUIPMENT AND CHEMICALS FOR MURANGA WATER LABORATORY** should be addressed and sent to:

The Project Coordinator,  
Upper Tana Natural Resources Management Project,  
P.O BOX 996-60100  
Tel: 254-68-2231376/2231517  
**Embu -KENYA**

and dropped in the Tender Box situated at the **main entrance to the EMBU County Commissioner's Office Embu West** or posted so as to reach the above address on or before **10.00 am on .....** Electronic tendering will not be accepted. Opening of the tenders will take place immediately thereafter in the EMBU County Commissioner's Boardroom in the presence of tenderers or their representatives who wish to attend. Late tenders will not be accepted regardless of the circumstances.

**UTaNRMP is a corrupt free project and no one is required to provide any inducement to participate in any of its implementation processes.**

**PROJECT COORDINATOR  
UPPER TANA NATURAL RESOURCES MANAGEMENT PROJECT  
FOR: PRINCIPAL SECRETARY, MINISTRY OF ENVIRONMENT, WATER AND  
NATURAL RESOURCES. (STATE DEPARTMENT OF WATER)**

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## **SECTION II - INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible Tenderers**

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to tenderers. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by The Procuring Entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

### **2.2 Eligible 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 the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.



2.3.2 The price to be charged for the tender document shall not exceed Kshs.5,000/=

## 2.4. The Tender Document

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

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

2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

## 2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify The Procuring Entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.2 The Procuring Entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

## **2.6 Amendment of Documents**

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

## **2.7 Language of Tender**

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Procuring entity, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.8 Documents Comprising the Tender**

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

- (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 60 days from the date of opening of the tender.

## 2.11 **Tender Currencies**

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

## 2.12 **Tenderers Eligibility and Qualifications**

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

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

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity'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 the Procuring entity; and
- (c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the

goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the 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 the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

## **2.14 Tender Security**

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

2.14.2 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.

2.14.3 The tender security is required to protect The Procuring Entity against the risk of Tenderer's conduct which would warrant the security's forfeiture.

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to The Procuring Entity and valid for thirty (30) days beyond the validity of the tender.

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

2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.

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

2.14.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by The Procuring Entity on the Tender Form; or
- (b) in the case of a successful tenderer, if the tenderer fails:
  - (i) to sign the contract in accordance with paragraph 2.27
  - 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 90 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by The Procuring Entity as non responsive.

2.15.2 In exceptional circumstances, The Procuring Entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## 2.16 **Format and Signing of Tender**

2.16.1 The 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.

## **2.17 Sealing and Marking of Tenders**

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

2.17.2 The inner and outer envelopes shall:

(a) be addressed to The Procuring Entity at the address given in the Invitation to Tender:

(b) bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE," date and time indicated in the appendix to instruction to tenderers.

2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

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

## **2.18 Deadline for Submission of Tenders**

Tenders must be received by The Procuring Entity at the address specified under paragraph 2.17.2 no later than date and time indicated in the appendix to instruction to tenderers.

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

## **2.19 Modification and Withdrawal of Tenders**

2.19.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including

substitution or withdrawal of the tenders, is received by The Procuring Entity prior to the deadline prescribed for submission of tenders.

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

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

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

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

2.19.6 The Procuring Entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## **2.20 Opening of Tenders**

The Procuring Entity will open all tenders in the presence of tenderers' representatives who choose to attend, on date and time indicated in the appendix to instruction to tenderers

2.20.1 and in the location specified in the Invitation to Tender.

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

2.20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

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



## **2.21 Clarification of Tenders**

- 2.21.1 To assist in the examination, evaluation and comparison of tenders The Procuring Entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.21.2 Any effort by the tenderer to influence The Procuring Entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.22 Preliminary Examination**

- 2.22.1 The Procuring Entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail
- 2.22.3 The Procuring Entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 The Procuring Entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.22.5 If a tender is not substantially responsive, it will be rejected by The Procuring Entity and may not subsequently be made responsive by the tenderer by correction of the non conformity.

## **2.23 Conversion to Single Currency**

2.23.1 Where other currencies are used, The Procuring Entity will convert 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 The Procuring Entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

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

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

## **2.25 Preference**

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

## **2.26 Contacting the Procuring entity**

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

2.26.2 Any effort by a tenderer to influence The Procuring Entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

## **2.27 Award of Contract**

### **(a) Post-qualification**

2.27.1 In the absence of pre-qualification, The Procuring Entity will determine to its satisfaction whether the tenderer that is selected as having submitted

the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

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

2.27.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event The Procuring Entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

**(b) Award Criteria**

2.27.4 The Procuring Entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

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

**(d) Procuring entity's Right to Accept or Reject Any or All Tenders**

2.27.6 The Procuring Entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action

**2.28 Notification of Award**

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

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

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

## **2.29 Signing of Contract**

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

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

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

## **2.30 Performance Security**

2.30.1 Within Thirty (30)days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event The Procuring Entity may make the award to the next lowest evaluated Candidate or call for new tenders.

## **2.31 Corrupt or Fraudulent Practices**

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

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

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

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

## Appendix to Instructions to Tenderers

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	Tenderers registered and doing business within Kenya as evidenced by qualification information of audited accounts, tax compliance certificate, at least three contracts of similar magnitude
2.14.1	Tender security will be not less than Kshs. 350,000 in the form of a Bank Guarantee. But Youth, women and persons with disabilities will be required to submit Tender Securing Declaration Form
2.18.1	10:00 AM on 15 <sup>th</sup> April 2015
2.29.1	As in 2.18.1 above
2.30.1	Performance security will be not less than 10% of contract amount

**SECTION III: GENERAL CONDITIONS OF CONTRACT**

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## SECTION III - GENERAL CONDITIONS OF CONTRACT

### 3.1 Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated:-

- (a) "The Contract" means the agreement entered into between The Procuring Entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) "The Goods" means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to The Procuring Entity under the Contract.
- (d) "The Procuring entity" means the organization purchasing the Goods under this Contract.
- (e) "The Tenderer" means the individual or firm supplying the Goods under this Contract.

### 3.2 Application

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

### 3.3 Country of Origin

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

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

### 3.4 Standards



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

### **3.5 Use of Contract Documents and Information**

3.5.1 The tenderer shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of The Procuring Entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

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

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

### **3.6 Patent Rights**

3.6.1 The tenderer shall indemnify The Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity's country

### **3.7 Performance Security**

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

3.7.2 The proceeds of the performance security shall be payable to The Procuring Entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to The Procuring Entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad,

acceptable to the Procuring entity, in the form provided in the tender documents.

- 3.7.4 The performance security will be discharged by The Procuring Entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

### **3.8 Inspection and Tests**

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

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

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

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

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

### **3.9 Packing**

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

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

### 3.10 **Delivery and Documents**

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

### 3.11 **Insurance**

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

### 3.12 **Payment**

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

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

### 3.13 **Prices**

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

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

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

3.13.4 Price variation request shall be processed by The Procuring Entity within 30 days of receiving the request.

### 3.14. **Assignment**

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

### **3.15 Subcontracts**

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

### **3.16 Termination for default**

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

(a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity

(b) if the tenderer fails to perform any other obligation(s) under the Contract

(c) if the tenderer, in the judgment of The Procuring Entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

3.16.2 In the event The Procuring Entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to The Procuring Entity for any excess costs for such similar goods.

### **3.17 Liquidated Damages**

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

### **3.18 Resolution of Disputes**

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

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

### **3.19 Language and Law**

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

### **3.20 Force Majeure**

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

**SECTION IV - SPECIAL CONDITIONS OF CONTRACT**

- 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.
42. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.3.1	Tenderers must specify country of origin and they must also submit certificate/letter from the official local distributor of the brand name product authorizing the Tenderer to supply the product locally (in Kenya).
3.7.1	Performance security shall be not less than 10% of contract price
3.10.1	There shall be one (1) delivery point which is: <b>Upper Tana Natural Resources Management Project office at Muranga Water Laboratory situated in Muranga Sub-regional WARMA office.</b>
3.12.1	If required by the supplier, there will an advance payment of up to a maximum of 10% of the contract price upon submission of a bank guarantee for advance payment from a reputable bank. The balance of the contract price of the materials and goods delivered shall be paid upon the delivery, inspection, testing and acceptance of the same by the Procuring Entity. Otherwise, one Hundred percent (100%) of the contract price of the materials and goods delivered shall be paid upon the delivery, inspection, testing and acceptance of the same by the Procuring Entity.
3.13.2	No price adjustments are allowed for this

	contract.
3.18.1	Any dispute or difference arising out of this Contract which cannot be settled amicably shall be referred to the arbitration of a person/institution to be agreed upon between the Supplying firm and the client.

## SECTION V - TECHNICAL SPECIFICATIONS

### 5.1 General

- 5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply
- 5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The Procuring Entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 5.1.4 The tenderers are requested to present information along with their offers as follows:
- (i) Shortest possible delivery period of each product
  - (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

### 5.2 Schedule of Goods

Tenderers should enclose details of all goods offered including manufacturer's literature, standards, performance data/curves, drawings etc. to enable evaluation of the compliance of the goods offered to the specifications.

#### 1. Equipments

Country of Origin	:
Material Grade	:
Coating	:
Lining	:
Manufacturer	:



Place of Manufacture :

Standard of Manufacture :

Inspection and Testing :

**2. Equipment's fittings and attachments**

Country of Origin :

Material :

Manufacturer :

Place of Manufacture :

Standard of Manufacture :

Inspection and Testing :

**5.2 Price Schedule for Goods**

NO	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE (KES)	TOTAL PRICE (KES)
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(1)	<p><b><u>HIGH RESOLUTION CONTINUUM SOURCE AAS</u></b></p> <p>High-Resolution Continuum Source Atomic Absorptions Spectrometer with a single Xenon Ark lamp as light source. For single element and real sequential multi-element analysis with fully automated flame-AA with continuous light source, upgradeable to hydride system; PC- controlled to use Frame and Graphite technique.</p> <p><b>OPTICAL SYSTEM</b></p> <p><b>Should have the following properties:</b></p> <ol style="list-style-type: none"> <li>High resolution Echelle Double – monochromatic with CCD array detector</li> <li>reflecting optics with protective coating and sealed optical system with special lightproof cover for best measurement conditions</li> <li>wavelength range 185-900 nm</li> <li>PC controlled adjustment of wavelength</li> <li>fully automated wavelength accuracy automatically corrected by integrated neon-lamp</li> <li>simultaneous real time background correction</li> <li>continuum Light source –Xenon short arc lamp working in optimized Hot-Spot-Mode covered lamp unit for quick and user –friendly lamp change</li> <li>Integration of accessories Injections-,Hydride-technique and auto sampler possible</li> </ol> <p><b><u>Flame atomizer:</u></b></p> <p><b><u>Should have the following characteristics</u></b></p> <ol style="list-style-type: none"> <li>optimized burner – nebulizer system with adjustable nebulizer and integrated adjustable impact beat</li> <li>PC controlled fully automated Total Flow Gasbox with integrated safety sensor system for control all function</li> <li>automatic ignition, monitoring and quenching of flame</li> <li>highest safety standard with coded burner heads, sensor control of flame, gas type and pressure relief valve in the spray chamber, siphon sensor control</li> <li>automatic adjustment and setting of pressure and Flow rate of fuel gas and oxidant</li> <li>automated high adjustment of the burner head</li> </ol> <p><b>Control and evaluation software for basic system accessories which should have the following properties</b></p> <ol style="list-style-type: none"> <li>basic software for device control and data analysis</li> <li>modern database structure for high clearness of basic structure base on operational system Windows XP or higher</li> <li>Easy and user adapted data transfer to external software for further processing(e.g MS Excel, MS Word....) and measurement independent-mode with clear table structure Fast retrieval of results by clearness in loading stored methods or sample data</li> </ol>	No	1		
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- (iv) quick sequential multi-element – mode with clear table structure Fast retrieval of results by clearness in loading stored methods or sample data
- (v) clear user interface and ready – for –use cookbook programs for getting started in method development.
- (vi) constant availability of online help function.

**Optimization and automation**

- a) Optimized sample table with consecutive numbering and the choice of various actions, like entry of user-defined comments or names.
- b) Automatic optimization routines, monitoring and control of all parameters and functions, various statistics options for sample measurement and calibration, calibration with linear and nonlinear curve
- c) User-specific setup of result protocols up to GLP-compliant result records
- d) Linked measuring methods for automated sequential multi-element analysis.
- e) Integrated cookbook application result recording(customizable)
- f) Compliance to FDA 21 CFR part 11

**scope of supply(mandatory-to be supplied with the main unit)**

- a) Nebulizer 4–7ml/min aspiration rate
- b) waste bottles
- c) Gas hoses for acetylene, nitrous oxide, compressed air(for connection to domestic supply)
- d) Air compressor-ultra quiet air compressor system supplying the AAS with water and oil
- e) 50mm burner head
- f) 100mm burner head
- g) Burner scrapper unit
- h) PC, printer and software installation, training and commissioning at site must be offered with the instrument.
- i) Immediate assurance of training after delivery by qualified personnel.
- j) Basic spare part and consumable kit
- k) Standard warranty of not less than 5 years for the instrument and must give an undertaking in writing.
- l) user manual
- m) 5IC Graphite tubes hydrolytically coated
- n) 2 IC graphite insert
- o) To be supplied with reagent kits for water analysis enough for 100 samples

	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE KES	TOTAL PRICE KES
2	<p><b><u>Upgradability options for the AAS to be included</u></b></p> <p>a. Mercury/Hydride vapor generator with flow injection mode.  b. Auto sampler unit for 87 positions.  c. Direct solid sampling accessories.</p> <p><b><u>THE UV-VIS SPECTROPHOTOMETER DEVICE HARDWARE FEACTURES</u></b></p> <p>Double beam spectrophotometer for UV to NIR regions and must have the following measurement modes: <b>Transmittance mode, Absorbance made, Reflectance mode and Energy mode</b> of liquid solid sample as standard. Should have the following properties:</p> <p>a) Should have a Monochromator with <u>imaging and aspheric quartz coated optics</u>. These optical parts should come with a <b><u>standard long-term Warranty Of at least 5 years.</u></b></p> <p>b) Should have a Detector with CDD (Cooled Double detection) technology – <b><u>two temperature controlled detectors</u></b> for outstanding long term stability</p> <p>c) Should have a variable Spectra Band with of 2nm</p> <p>d) Spectra range: 190 to 1100nm</p> <p>e) Photometric display: -8 to +8A</p> <p>f) Photometric Range: -3 to +3A</p> <p>g) Scanning speed: 12000nm/min</p> <p>h) Baseline Stability: 0.0001RMS</p> <p>i) UV Resolution(Toluene-Hexane 1nm): 2.3</p> <p>j) Should have an <b><u>In-built Holmium oxide filter</u></b> for automatic Wavelength calibration and optimized wavelength accuracy.</p> <ul style="list-style-type: none"> <li>• Monochromatic with imaging holographic grating stray light reduction</li> <li>• Cell holder: Single cell holder from <b><u>10mm to 50mm</u></b> pathlength as standard. Should possess Capacity to take round cells without additional accessory.</li> </ul> <p>k) Round cells without additional accessory</p> <p>l) Should have automatic recognition of accessories.</p> <p>m) Should have a cell position for <b>turbid samples</b></p> <p>n) Should have a large sample compartment enough</p>	NO	1		

	<p>to</p> <p>o) Accommodate a holder for <b><u>Direct Solid Sample measurement.</u></b></p> <p>p) Should have capability to measure very dilute samples using cells up To 100mm cells.</p> <p><b><u>DEVICE SOFTWARE</u></b></p> <p><b>The basic software module should meet the following minimum requirements:</b></p> <ul style="list-style-type: none"> <li>a) standard software for spectrometer control, result storage;</li> <li>b) Varied presentation options, individual selection of color schemes on the monitor, shifting, copying, and overlay of spectra;</li> <li>c) Problem-free data exchange with other Windows-based applications;</li> <li>d) use of databases for methods and data management;</li> <li>e) 'audit trail' function for unbroken data records;</li> <li>f) comprehensive print functions;</li> <li>g) concentration determinations with factor or calibration curve (linear, quadratic);</li> <li>h) diverse calibration models, e.g. Data obtainable from single measured values, automatic peak search, derivation with and without correction of the basic value, statistical functions;</li> </ul> <p><b>The software should have the following modules as standard:</b></p> <ul style="list-style-type: none"> <li>a) Water Quality analysis.</li> <li>b) Data Handling</li> <li>c) Routine Kinetics</li> <li>d) Color Measurement</li> <li>e) Layer Thickness Measurement</li> <li>f) Formula Editor</li> <li>g) Bio module for DNA/RNA</li> <li>h) Concentration/ quantitation mode</li> <li>i) Spectrum Generation and integration module</li> <li>j) photometric module</li> </ul> <p><b>The software should come pre-programmed with the following methods as standard.</b></p> <ul style="list-style-type: none"> <li>a) Water and waste water Analysis- including the methods and application for testing different Cations/heavy metals and anions/salt using ready kits.</li> </ul>				
	<ul style="list-style-type: none"> <li>b) <b>Food &amp; Agriculture</b>-methods for Enzyme kinetics, Qualitative analysis of minerals and elements such as calcium, phosphates and nitrates using ready kits.</li> <li>c) <b>Material Analysis and chemical industry</b>- For materials analysis purity control.</li> <li>d) <b>Life science</b>- protein analysis methods.</li> </ul>				

	<p align="center"><b><u>COMPLIANCE AND TECHNICAL STANDARDS</u></b></p> <p>a) Should be manufactured to comply to the following legal standards: ph. EUR, USP,ASTM and TGA(AUSTRIA)</p> <p>b) Developed and produced in compliance to ISO 9001. should be certified to comply with the requirement of EMC and bear CE MARK</p> <p>c) A validation software package for continuous validation and IQ/OQ documents should be available as options.</p> <p>d) The software should guarantee GLP suitable up to the complete compliance with FDA 21 CFR part 11</p> <p align="center"><b><u>UPGRADABILITY TO ACCOMMODATA THE ACCESSORIES</u></b></p> <p>a) solid samples holder and scanning attachment for solid samples</p> <p>b) 15 and 52 cell Corusell</p> <p>c) 16 cell changer</p> <p>d) variable holders for cylindrical cells, microcells, round cell and cells up to 100mm pathlength measurement.</p> <p>e) Peltier cooler cell changers</p> <p>f) Autosampler for UV-VIS spectrophotometer</p> <p>g) flow through cells at least 100 position sipper system</p> <p>h) diffuse reflectance accessories with integration sphere.</p> <p>i) fiber coupling</p> <p>j) immersion probe</p> <p align="center"><b><u>SCOPE OF SUPPLY</u></b></p> <p>1. UV-VIS main unit (as aper above specification) including the following</p> <p>a)Optical bench for accommodation of accessories</p> <p>b)PC/ spectrometer connection cable</p> <p>c)Appliance cable</p> <p>d) RS 232 port /USB –Port</p> <p>e)Drive software</p> <p>f) Standard number of Spare fuses to be incuded</p> <p>g)2 pieces single-cell holder for 10 ... 50 mm cells</p> <p>h) Realigned deuterium and halogen lamp,</p> <p>i) Users manual</p> <p>2. Holder for round cells (variable 11-16mm) for ready test kits for water analysis</p>				
	<p>3. Personal computer with the following minimum specifications:</p> <p>a)-monitor LGD 19</p> <p>b)CD ROM,USB 2,0</p> <p>c)Graphic /Audio/ LAN on board;</p> <p>d) Operating System; Windows 7 or XP</p>				

	<p>e) Laser Jet printer</p> <p>4. 2 pcs 10mm Quartz cells and 8 pcs 10mm glass cell</p> <p>5. Spare Deuterium lamp – 1pc</p> <p>6. Spare Halogen lamp – 1pc</p> <p>7. Dust cover include the Cost of Installation, training and commissioning at site</p> <p>Should supply with reagent kits for water analysis enough for 100 samples and Should include statement of warranty on all devices quoted.</p>				
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(3)	<p><b>3 Six paddle lab stirrer</b></p> <p><b><u>Heating Magnetic Stirrer</u></b></p> <p>The stirrer should have aluminum alloy heating plate coated with a protective coated in order to ensure uniform heat distribution and excellent resistance to chemicals and should have the following characteristics:-</p> <p>a) Should be designed to last and equipped to ensure</p> <p>b) Maximum protection against leakages with the elevated front panel and dedicated run-off groove.</p> <p>c) The control panel should be separated from the hot plate,</p> <p>d) The inclination of the front panel should be carefully facilitate to use.</p> <p>e) Electronic speed regulation : up to 1200 rpm Stirring volume (H2o): up to 15L Temperature: up to 370 °C</p>	NO	1		
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(4)	<p><b><u>Combined meter for conductivity, dissolved oxygen, PH, temperature and probes for lab application.</u></b> The Bench Meter should Come with Data Logging Software Included and should have the following characteristics</p> <p><b>a) <u>Range</u></b>  -Extended Range DO: 0.00 to 45.0 ppm; 0.0to 300.0%  Temperature:-5.0 to 55.0° C</p> <p><b>b) <u>Resolution</u></b>  -Extended Range DO: 0.01ppm; 0.1%  Temperature:</p> <p><b>c) <u>Accuracy</u></b>  -Extended Range DO: +1.5 FS  -Temperature +0.4 C without probe error  -Logging: 250 records, LOG on demand or auto-logging.  -Calibration DO: + Single or double points at 0% and 100% and 100%  -Temperature compensation 0.0 to 50.0° C /32.0 to 122.0 F  -Altitude compensation: 0 to 4000m  -Salinity compensation: 0 to 40 g/L; 1g/L  -PC interface: RS232/USB Opto-isolated  -Environment: 0 to 50 ° C records</p>	NO	1		
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<p>(5)</p>	<p><b>BOD Sensor System</b></p> <p>-A complete package for 10 tests, consisting of a 10-position Stirring station with BOD Sensors, alkali holders with dark glass bottles and stirring bars.</p> <p><u>Features of the BOD Sensor</u></p> <p>(a) Innovative, mercury-free and extremely reliable Solution for BOD analysis</p> <p>(b) Should have a microprocessor-controlled pressure, transducer that transfers the Biochemical Oxygen Demand value directly to the display, results are displayed directly in mg/l and are stored automatically in the BOD sensor.</p> <p>(c) Reading value: mg/l(ppm) directly to display</p> <p>(d) Bottle total Capacity: 500ml</p> <p>(e) Scales: 90,250,600,999 ppm BOD. Higher values after dilution</p> <p>(f) Stored data: 5 BOD values at 24h intervals</p> <p>(g) BOD values: directly on the display at any time after</p> <p>(h) the standard 5 days period</p> <p>(i) Display: digits 3 LED.</p>	<p>No</p>	<p>1</p>		
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(6)	<p><b>MULTI-PARAMETER WATER QUALITY METER</b></p> <p>(a) EC/TDS/ Resistivity/ Salinity/Seawater Specific Gravity, Turbidity DO, Temperature and Atmospheric Pressure</p> <p>(b) Should be Rugged, waterproof and easy to use.</p> <p>(c) Should display 1 to 12 parameters Simultaneously from one up to 15 user .</p> <p>(d) The Meter should measure water quality parameters such as</p> <p>(e) Ph, ORP, conductivity, turbidity, temperature, irons ammonium,</p> <p>(f) nitrate, chloride (NH<sub>4</sub><sup>+</sup> , NO<sub>3</sub><sup>-</sup> - N or Cl<sup>-</sup> ),</p> <p>(g) dissolved oxygen concentration, resistivity, TDS, salinity, and seawater specific gravity and atmospheric pressure measured</p> <p>i) This meter features graphic, backlit LDC that scales digits to fit up to 12 parameter and allows full Configuration of each parameter measure along with an on-screen graphing capability.</p> <p>Meters should be supplied with the following:</p> <p>a)meter with GHS</p> <p>b)meter probe</p> <p>c)USB cable (PC to meter)</p> <p>d) PC Application Software</p> <p>e)ibutton@ with holder (5pcs)</p> <p>f) DO sensor</p> <p>g)Ph/ORP sensor</p> <p>h) EC sensor</p> <p>i) power supply cable</p> <p>j) probe Maintenance Kit.</p>	No	1		
-----	---	----	---	--	--

7	<p><b>BLENDER TWO SPEED 1:2L,240VGC</b></p> <p>The blender should be tough enough to handle homogenizing wastewater sludge soil or heavy weight food samples for superior analytical results. The blender should have thick walled glass containment jars and durable, rust free stainless steel blades. Should have Two piece vinyl and styrene to lid.</p>	No	1		
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8	<p><b>AUTOCLAVES LARGE HORIZONTAL OPENING CHAMBER AUTOCLAVES</b></p> <p>The Scientific Horizontal opening square chamber range should be versatile, with machine variations to include a choice of either a vacuum or non-vacuum system. The capacity of this range should be above 600 litres. The Autoclave should include a steam generator.</p> <p><b>Features of the autoclave are:</b></p> <ul style="list-style-type: none"> <li>a) heaters in chamber</li> <li>b) integral steam generation</li> <li>c) advanced vacuum</li> <li>d) automatic door</li> <li>e) above 600 litres +</li> </ul>	No	1		
---	--	----	---	--	--

9	<p><b>Weighing balance</b></p> <p>The analytical weighing balance should delivers 0.1mg readabilities for weights up to 210 g. the balance should have a capacity tracker which displays the used and unused portions of the weighing range, percent weight , parts counting, check weighing used in process control) GLP/GMP/ISO compatibility, three units of measure ;g (grams). Oz(troy ounces) , and ct (carats). Tare range of the balance to be 0 to full capacity. A selectable vibration filter which adapts the balance to your working environment, and a stability indicator which shows when the reaching reading is valid. The Balances should have 5-year warranty and should have an analytical windscreen. Power supply 100-240V, 50/60Hz</p>	NO	1		
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10	<p><b>PORTABLE STANDARD SAMPLER WITH (24)1 litre bottle kit-To sample ground water (borehole).</b> The polypropylene cups should have threaded fittings that screw onto the handle. Should have two pouring spouts on the 500ml (16oz) dippe. Should have an end for easy cleaning and include a hook for hanging.</p>	No	2		
----	--	----	---	--	--

11	<p><b>Startous combisart 6 place stainless steel filter and funnels system</b></p> <p><u>Features of the instrument:</u></p> <ul style="list-style-type: none"> <li>a) Stainless steel manifold</li> <li>b) 6NO 500ml stainless funnels including all connections</li> <li>c) stainless steel three-way valves(taps)</li> <li>d) filter holder/station(to be sterilely vented and sterilization acc. to ISO8199)</li> <li>e) Vacuum pump able to pump all places simultaneously.</li> <li>f) To be supplied with reagents enough for 100 samples</li> </ul>	NO	1		
----	---	----	---	--	--

12	<p><b>Colilert-18 for simultaneous detection of total coliforms and E.coli after 18hours</b></p> <p>Features of instrument</p> <ul style="list-style-type: none"> <li>a) incubation quanti-Tray/2000 for quantification of coliforms and E.coli upto 2419cfu per 100ml.</li> <li>b) Quanti-Tray sealer,2x,240vac,50HZ</li> <li>c) To be supplied with reagents enough for 100 samples</li> </ul>	No	1		
----	--	----	---	--	--

13	<p><b>Hydrometer data collection equipment</b></p> <p>Inflatable boat for high flow discharge measurements. The features are:-</p> <ul style="list-style-type: none"> <li>a) TYPE E 15-008</li> <li>b) Size 2.3 m(l)x1.3 m (w)</li> <li>c) Alluminium Baze</li> <li>d) 5 Hose Power propeller engine</li> <li>e) Materials including; <ul style="list-style-type: none"> <li>(i) CE/uL BLOWER</li> <li>(ii) PVC 0.9MM</li> </ul> </li> </ul>	No	1		
----	--	----	---	--	--

14	<p><b>Chest water suits</b></p> <p>Water proof fixed with boots for water sampling</p>	No	4		
15	<p><b><u>Turbidity meter -</u></b></p> <ul style="list-style-type: none"> <li>a) Advanced microprocessor should offer high accuracy Readings. Turbidity range: 0 to 400. The meter should have either EPA-or ISO-compliant optical systems and have the following characteristics:-</li> </ul>	No	1		

	<p>b) Should be battery operated for field and on-side testing convenience</p> <p>c) Should test municipal waters, food and beverages waters, or any aqueous solution where fluid clarity is important.</p> <p>d) Should be equipped with a unique optics configuration to read low Turbidity levels down to 0.05NTU and high levels up to 4000 NTU.</p> <p>e) Should have large menu-driven LCD features, five measuring units, data logging capabilities to 500 points, and USB interface for downloading data to your computer.</p> <p>f) <u>Supplied with</u> 60 ml each of 0, and 10 NTU standards; plastic sample bottles; four glass sample vials; USB cable and wall plug; and waterproof plastic carrying case.</p>				
16	<p><b>Portable incubator</b> Laboratory incubator for bacteriological use in the range +3to+50 degrees centigrade and 18 cubic feet capacity.</p>	No.	3		
17	<p><b>Refrigerated AC/DC cool box</b> (i) Small (ii) big</p>	No. No.	2 2		
18	<p><b>Fridge</b> Laboratory fridge</p>	No.	1		
19	<p><b>Electrical vacuum pump and filtration units</b> -Supply and install electrical vacuum pumps (Small) -Supply of Filtration unit for sediments analysis</p>	No. No.	2 2		
20	<p><b>OVEN</b> Supply and install laboratory oven big size Normal temperature – 230 °C and 446 °F, 0,80kw, 3,5A,60-60HZ</p>	No.	1		
21	<p><b>Discharge measurement instrument</b> Flow tracker hand held ADV for low flows ADCP(Aquatic Doppler)</p>	No. No.	2 2		
<p><b>Total</b> ADD 16% VAT GRAND TOTAL</p>					

**Bidders are free to quote for all or any combination of the above listed items**

## SECTION VI - SCHEDULE OF REQUIREMENTS

### 6.1 Materials Delivery Schedule

*Delivery Schedule form from the Date of Commencement of contract*

Item	Description	Quantity	Delivery Schedule
Chemicals	laboratory chemicals	All	60 days
Equipments	laboratory equipment	All	60 days

*Tenderers are to submit a detailed delivery program for each item within the limits specified.*

### 6.2 General Description of Goods

#### 6.2.1 : Introduction

This contract is for supply of chemicals and equipment for The Procuring Entity. The supply contract will be for a period of 90 days. Under this contract, chemicals and equipments, required for will be procured and delivered to the place specified in the tender document.

#### 6.2.2 : Location and Climatic Conditions

The town of MURANGA is situated in MURANGA WEST SUB COUNTY and is linked to Nairobi through 100 km bitumen standard road. The town is connected to the National Electricity Grid and has a local telephone network. The Laboratory is situated in Water Resources Management Authority Offices situated in Muranga Town.

The climate at Muranga Town can be characterized as high/medium. The area is wet and humid throughout the year with very little seasonal variations. Annual rainfall is about 1500mm and temperatures range 18 – 28 °C.

The Tenderer has to take into account of the climate conditions of the area in his proposal to ensure that the material and equipment supplied are suitable for the area.

### **6.2.3: GENERAL**

The Tenderer in his Tender shall have selected the type (or types) of goods and equipment, which he proposes to offer as per Specifications and as, set out and described in the Schedule of Prices. The Tenderer shall not change the goods sizes or numbers without the express permission of The Procuring Entity or his Representative.

### **6.2.4: IDENTIFICATION AND MARKING**

Before delivery, all items shall be clearly marked. All crates or packages shall be marked on two sides with indelible paint with the name of the project, the Procuring Entity, and the Contract number and shall also bear marks indicating the contents.

Equipment shall be clearly marked by figures together with Project name, Contract number, item numbers or reference numbers corresponding to the appropriate items or reference numbers in the Bills of Quantities. Bags or crates containing parts for joints and attachments shall be clearly labeled as to the contents.

### **6.2.5: TESTS OF MATERIALS**

Tests on goods shall be carried out at the place of manufacture and at the final point of delivery as specified hereof and these tests shall be subject to witnessing / examination by the UTaNRMP's Representative.

#### **6.2.6: PROTECTION IN TRANSIT**

The goods shall be protected in transit by wide rings of padding securely attached to them, the padding being both thick and strong enough to keep them apart when attached. .

#### **6.2.7: HANDLING**

Loading, unloading and handling shall be carried out with the least possible impact using such handling equipment so as to prevent damage to the exterior of the goods.

The Tenderer shall make arrangements to ensure that such equipment as above is used throughout transit.

It shall be the Tenderer's responsibility to ensure that line cables, chains, hooks, metal bars and the like shall not be permitted to come into contact with the goods. During loading, unloading and handling the tenderer shall also ensure that particular care be taken to avoid distortion, flattening, denting, cracking and scoring or any other damage to the chemicals and equipments.

The Tenderer shall obtain and provide to the UTaNRMP's Representative if requested to do so, the entire manufacturer's specifications relating to the proper handling, storage, laying, installation and testing of their products and shall make them or copies thereof available to the Engineer on site.

#### **6.2.08: STOCKING AND STORAGE**

Chemicals and equipments shall be stacked in accordance with the manufacturer's recommendations.

The Tenderer to submit proposals for such protection methods with the Documents for approval of the UTaNRMP's representative if required to do so. All water works equipment to be store in lockable sheds. The



works for all these protective measures is deemed to be covered in the Tenderer's rates. Materials provided for use in transit protection to equipment shall be retained in position.

#### **6.2.09: INSPECTION**

The manufacture, chemicals and equipments shall be subject to inspection by the Engineer or his Representative.

The Tenderer shall at all reasonable times allow the Engineer or his Representative free access to the place of inspection. He shall provide all necessary facilities and test equipment which may be required for the proper testing and inspection to be carried out to the satisfaction of the Engineer or his Representative.

#### **6.2.10: PACKING FOR TRANSPORT**

All the laboratory chemicals and equipment should be packed as per manufacturer's requirements and UTaNRMP's Representative's approval.

#### **6.2.11: MANUFACTURER'S CERTIFICATE**

The Tenderer shall supply to The Procuring Entity or his agent a signed certificate from the manufacturer stating that the equipment comply in all aspect with the provisions of the specification and the indicated National or International Standards.

#### **6.2.12: ON-SITE INSPECTION**

All chemicals and equipments shall be inspected upon arrival at the storage areas for damage to:

- The equipment
- External coatings (if any)
- Internal linings (if any)
- Jointing surfaces (including sockets if any)
- Any other internal or external parts of the equipment

The Tenderer shall be responsible for and shall undertake any remedial work required by the Engineer or his Representative as appropriate or where deemed necessary, replace defective equipments, fittings and equipment. All expenses in connection with such remedial works or replacements shall be deemed covered by the Tenderer.

#### **6.2.13: HANDLING AND TRANSPORT OF GOODS**

The UTaNRMP's Representative will reject any chemical and equipment which have been damaged due to handling procedures, and methods of transport and shipping:

- a) In the event of any damage being caused, the Tenderer shall be liable for the cost of repairs or replacements and the costs of any delays. The UTaNRMP's Representative shall determine whether the damage shall be repaired, and if it is to be repaired the manner of such repair or whether the damaged piece shall be replaced.

#### **6.2.14: STORAGE OF GOODS**

The Tenderer shall only store chemicals, equipments and other materials at places approved by the UTaNRMP's Representative, and shall provide a watchman to prevent theft or damage until he has completed the order. Any damage incurred due to lack of such supervision or protection will be the Tenderer's responsibility.

#### **6.2.15: STORAGE AREA**

The Bidder will provide the description/drawings of stacking arrangement of the goods in the storage area. The Tenderer will confirm that the proposed arrangement is in accordance with the Manufacturer's recommendations or will propose modifications that shall be acceptable to both the manufacturer and the UTaNRMP's Representative

The Tenderer shall be expected to assist in maintenance of the storage area in accordance with manufacturer's requirements, until such time when all the Goods have been delivered to the storage area, and accepted.

The Tenderer shall allow the removal of the Goods from the storage area only upon receipt of written instructions from the UTaNRMP's representative.

- The Tenderer shall be responsible for the preparation of the storage area and shall hand it over to The Procuring Entity upon completion. No deliveries shall be made until the storage area has

been prepared and accepted by the Procuring Entity. The storage site must meet the UTaNRMP's Representative's approval.

#### **6.2.16: ACCEPTANCE OF GOODS**

Goods will only be finally accepted in the storage area when the following conditions have been observed:-

- (a) All coating and other repairs have been made good.
- (b) All fittings and boxes are laid out.
- (c) The Engineer, or his representative, has carried out a final inspection.

#### **6.2.17: STANDARDS**

The goods shall comply in all respects with national and internationally recognized standard, codes of practice or regulations.

Standard cited in the specification may be obtained in the relevant Standard Institutions whose principal offices are as follows:-

**BRITISH STANDARDS INSTITUTION**

2 PARK STREET  
LONDON W1A2BS  
ENGLAND

**AMERICAN PETROLEUM INSTITUTE**

PUBLICATIONS AND DISTRIBUTION SECTION 2101 L STREET  
NORTHWEST WASHINGTON D.C. 20037  
U.S.A.

**INTERNATIONAL STANDARDS ORGANISATION**

1, RUE DE VAREMBE CASE POSTALE 56  
CH 1211 GENEVA 20  
SWITZERLAND

**AMERICAN WATER WORKS ASSOCIATION**

666 WEST QUINCY AVENUE  
DENVER  
COLORADO 80235  
U.S.A.

**KEYA BUREAU OF STANDARDS**

KEBS KAPITI ROAD, OFF MOMBASA ROAD  
BEHIND BELLE VUE CINEMA,

## 6.2.18: ABBREVIATIONS

### a) ORGANISATIONS

ASTM	American Society for Testing and Materials
AWWA	American Water Works Association
DIN	Deutches Institute for Normung
BS	British Standard
IDA	International Development Association
IEC	International Organisation for Standardisation
ISO	International Organization for Standardisation
API	American Petroleum Institute
IEE	Institution of Electrical Engineers

### b) UNITS

°C	degrees Celsius
cc	Cubic Centimetres
cm	Centimetre
g	gramme
"	inch
'	feet
in	square inches
kg	kilograms
kgf	kilogram force
km	kilometer
kN	kilo Newton
Ib	pound (weight)
l/s	litre per second
m	metre
m <sup>2</sup>	square metre
m <sup>3</sup>	cubic metre
mm	millimetre
mm	square millimeter
N	newton
kW	kilowatt
mg/d	million gallons per day
mg/l	milligramme per litre
g/l	gramme per litre
lb	pound

kVA	kilo volt ampere
kA	kilo ampere
A	ampere
mA	milliampere
V	Volt

#### c) OTHERS

BSCP	British Standard Code of Practice
BSP	British Standard Pipe (Thread)
CP	British Standard Code of Practice
DI	Ductile Iron
DN	Normal Diameter
GMS	Galvanised Mild Steel
MDPE	medium density polyethylene
No.	Number
NP	Nominal Pressure
OD	Outside Diameter
%	Percentage
UK	United Kingdom of Great Britain and Northern Ireland
O & M	Operating and Maintenance
SI	International System of Units
UPVC	Unplasticised Polyvinyl Chloride
GRP	Glass Fibre Reinforced Polyester
EPDM	Ethylene Propylene Rubber
RPM	Revolutions Per Minute

**SECTION VII - PRICE SCHEDULE FOR GOODS**

Name of tenderer \_\_\_\_\_ Tender Number \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

1	2	3	4	5	6	7
Item	Description	Country of origin	Quantity	Unit price	Total Price EXW per item (cols. 4x5)	Unit price of other incidental services payable

Signature of tenderer \_\_\_\_\_

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

## SECTION VIII - STANDARD FORMS

### Notes on the sample Forms

1. Form of Tender - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
4. Tender Security Declaration Form – Youth, women and people with disability are required to fill this form
5. Tender Security Form - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
5. Contract Form - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
6. Performance Security Form - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
7. Bank Guarantee for Advance Payment Form - When Advance payment is requested for by the successful tenderer and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.
8. Manufacturers Authorization Form - When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

8.1 **FORM OF TENDER**

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

To: \_\_\_\_\_  
\_\_\_\_\_  
*[name and address of procuring entity]*

Gentlemen and/or Ladies:

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

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

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

4. We agree to a bid by this Tender for a period of ..... *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

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

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

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

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



## 8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business  
 You are advised that it is a serious offence to give false information on this form

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

	Part 2 (a) – Sole Proprietor		
	Your name in full ..... Age		
	.....		
	Nationality ..... Country of origin		
	.....		
	• Citizenship details		
	.....		
	•		
	Part 2 (b) Partnership		
	Given details of partners as follows:		
	Name	Nationality	Citizenship
	Details	Shares	

	1. .... 2. .... 3. .... 4. ....																				
	<b>Part 2 (c) – Registered Company</b> Private or Public ..... State the nominal and issued capital of company- Nominal Kshs. .... Issued Kshs. .... Given details of all directors as follows:																				
	<table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">No</th> <th style="width: 30%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 25%;">Citizen Details</th> <th style="width: 20%;">Shares</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">2</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">3</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	No	Name	Nationality	Citizen Details	Shares	1					2					3				
No	Name	Nationality	Citizen Details	Shares																	
1																					
2																					
3																					
	Date ..... Signature of Candidate .....																				

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

### 8.3 TENDER SECURITY DECLARATION FORM

**(The Bidder shall complete in this form in accordance with the instructions indicated)**

Date:.....  
( insert date (as day, month, year) of Bid Submission)

Tender No.....  
(Insert number of bidding process)

To:  
**Upper Tana Natural Resources Management Project**  
P.O BOX 996-60100  
Tel: 254-68-2231376/2231517  
**Embu**

**We, the undersigned declare that.**

1. We understand that, according to your conditions, bids must be supported by a bid-securing declaration.
  
2. We accept that we will be automatically be suspended from being eligible for bidding in any contract with the purchaser for the period of the time of (insert the number of months or years) starting on (insert date), if we are in breach of our obligation(s) under the bid conditions, because we-
  - a. Have withdrawn our bid during the period of bid validity specified by us in the bidding data sheet: or
  
  - b. Having been notified of the acceptance of our bid by the purchaser during the period of bid validity,
    - i. Fail or refuse the contract, if required, or
    - ii. Fail or refuse to finish the performance security, in accordance with the ITT
  
3. We understand that this bid securing declaration shall expire if we are not the successful bidder, upon the earlier of
  - i. Our receipt of a copy of your notification of the name of the successful bidder; or
  
  - ii. Twenty-eight days after the expiration of our tender.
  
4. We understand that if we are a joint venture, the bid securing declaration must be in the name of the joint venture that submits the bid, and the joint venture has not been legally constituted at the time of bidding, the bid securing declaration shall be in the names of all future partners as named in the letter of intent.

Signed:.....  
(insert signature of person whose name and capacity are shown)

in the capacity of.....  
(insert legal capacity of person signing the bid securing declaration)

Name:.....

(insert complete name of person signing the bid securing declaration)

Duly authorized to sign the bid for and on behalf of: .....

(insert complete name of bidder)

Date on..... Day of.....

(insert date signing)

## 8.4 TENDER SECURITY FORM

Whereas ..... [name of the tenderer]  
(hereinafter called "the tenderer") has submitted its tender dated  
..... [date of submission of tender] for the supply, installation and  
commissioning of .....[name and/or description of the equipment]  
(hereinafter called "the Tender") ..... KNOW  
ALL PEOPLE by these presents that WE ..... of  
..... having our registered office at .....  
(hereinafter called "the Bank"), are bound unto ..... [name of  
Procuring entity} (hereinafter called "the Procuring entity") in the sum of  
..... for which payment well and truly to be made to the said  
Procuring entity, the Bank binds itself, its successors, and assigns by these  
presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_  
day of \_\_\_\_\_ 20 \_\_\_\_\_.

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by The Procuring Entity during the period of tender validity:
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to The Procuring Entity up to the above amount upon receipt of its first written demand, without The Procuring Entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank] \_\_\_\_\_  
(Amend accordingly if provided by Insurance Company)

## 8.5 CONTRACT FORM

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_  
between ..... [*name of Procurement entity*] of ..... [*country of Procurement entity*] (hereinafter called "the Procuring entity) of the one part and .....  
[*name of tenderer*] of ..... [*city and country of tenderer*] (hereinafter called "the tenderer") of the other part;

WHEREAS The Procuring Entity invited tenders for certain goods ] and has accepted a tender by the tenderer for the supply of those goods in the sum of ..... [*contract price in words and figures*] (hereinafter called "the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
  - (a) the Tender Form and the Price Schedule submitted by the tenderer
  - (b) the Schedule of Requirements
  - (c) the Technical Specifications
  - (d) the General Conditions of Contract
  - (e) the Special Conditions of contract; and
  - (f) the Procuring entity's Notification of Award
3. In consideration of the payments to be made by to the tenderer as hereinafter mentioned, the tender hereby covenants with The Procuring Entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring Entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer in the presence of \_\_\_\_\_

*(Amend accordingly if provided by Insurance Company)*

8.6 PERFORMANCE SECURITY FORM

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

WHEREAS ..... [name of tenderer] (hereinafter called "the tenderer") has undertaken , in pursuance of Contract No. \_\_\_\_\_  
\_\_\_\_\_ [reference number of the contract] dated \_\_\_\_\_ 20 \_\_\_\_\_ to  
supply ..... [description of goods] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of ..... [amount of the guarantee in words and figure] and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of ..... [amount of guarantee] as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signed and seal of the Guarantors

\_\_\_\_\_  
[name of bank or financial institution]

\_\_\_\_\_  
[address]

\_\_\_\_\_  
[date]

**8.7 BANK GUARANTEE FOR ADVANCE PAYMENT FORM**

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

[*name of tenderer*] .....

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

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

\_\_\_\_\_  
[*address*]

\_\_\_\_\_  
[*date*]



## 8.8 MANUFACTURER'S AUTHORIZATION FORM

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

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

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

---

*[signature for and on behalf of manufacturer]*

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

**8.9 LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

\_\_\_\_\_  
\_\_\_\_\_

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

*(FULL PARTICULARS)* \_\_\_\_\_

\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

8.10 FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of .....dated the...day of .....20.....in the matter of Tender No.....of .....20...

**REQUEST FOR REVIEW**

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

- 1.
  - 2.
- etc.

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

-

- 1.
  - 2.
- etc

SIGNED .....(Applicant)

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

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**FOR OFFICIAL USE ONLY**

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

SIGNED  
Board Secretary