



**KENYA AGRICULTURAL AND LIVESTOCK
RESEARCH ORGANIZATION
HEADQUARTERS
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STANDARD TENDER DOCUMENT FOR PROCUREMENT OF GOODS

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SECTION I INVITATION TO TENDER

DATE : 28th OCTOBER, 2014

TENDER NO. : **KALRO/HQTS/T002/2014-15**

TENDER NAME : **SUPPLY AND DELIVERY OF LABORATORY EQUIPMENT**

1.1 The Kenya Agricultural and Livestock Research Organization

(KALRO), Nairobi invites sealed bids from eligible candidates for supply and delivery of Lab Equipment as follows

Lot No.	Item description	Quantity
Lot : 1	Bench top autoclave	1
Lot : 2	Double PCR Workstation	1
Lot :3	Lamp Genie III I (Optigene)	1
Lot : 4	Real time PCR machine	1
Lot : 5	Fume hood	1
Lot : 6	Plant growth chamber	1
Lot : 7	Water-distiller	1
Lot : 8	PCR Thermal Cycler	1

1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at the office of the **Ag. Supply Chain Manager, KALRO Headquarters, P.O. Box 57811-00200 Nairobi**, during normal working hours.

N/B Bidders may bid / quote for one lot or all the lots

1.3 A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fees of **KSH. 1,000** in cash or Bankers cheque payable to the Director General, KALRO.

1.4 A bid security/bid bond is **2%** applicable for this Tender.

1.5 A Performance Security is **not** applicable for this tender.

1.6 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited **in the Tender Box situated at the entrance to the main building of Kenya Agricultural and Livestock Research Organization (KALRO) on Kaptagat Road, Off Waiyaki Way** so as to be received on or before **14th November, 2014 at 10.00 a.m.**

Bulky documents that may not go through the slot of the Tender box may be delivered to **KALRO) Headquarters, ground floor Room 151** on or before **14th November, 2014 at 10.00 a.m.**

- 1.7 Prices quoted should be net; inclusive of all Government taxes and delivery charges must be in Kenya Shillings and shall remain valid for **90 days** from the closing date of the tender.
- 1.8 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at **KALRO Headquarters Boardroom on 14th November, 2014 at 10.00 a.m.**
- 1.9 Bidders MUST fill their total bid price in the Form of Tender and sign.

Ag. Supply Chain Manager

For: Ag. Director General, KALRO

SECTION II - INSTRUCTIONS TO TENDERERS

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INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of 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.1,000/=
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance to the set prequalification criteria shall be prequalified.2.4.

Contents of Tender Document

- 2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers
 - (i) Invitation to Tender
 - (ii) Instructions to tenderers
 - (iii) General Conditions of Contract
 - (iv) Special Conditions of Contract

- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire

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 of Tender

- 2.8.1 The tender prepared by the tenderers shall comprise the following components
- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
 - (b) documentary evidence established in accordance with paragraph 2.1.2 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 2.2.1 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 Tenders 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 90 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, pursuant to paragraph 2.14.7
- 2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable

bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.

- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22
- 2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.
- 2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28
- 2.14.8 The tender security may be forfeited:
 - (a) if a tenderer withdraws its tender during the period of tender validity specified by the 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
 - (iii)

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:

**The Ag. Director General, KALRO
Kenya Agricultural and Livestock Organization
P. O. Box 57811-00200,
NAIROBI.**

(c) bear, tender number and name in the Invitation for Tenders and the words, “**DO NOT OPEN BEFORE**”**14th November, 2014 at 10.00 a.m.**

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

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

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later **than 14th November, 2014 at 10.00 a.m.**

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

2.19 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 prior to the deadline prescribed for submission of tenders.

2.19.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may

also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

- 2.19.3 No tender may be modified after the deadline for submission of tenders.
- 2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7
- 2.19.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.20 Opening of Tenders

- 2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, **14th November, 2014 at 10.00 a.m.** 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 affect 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

- 2.26.3 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.26.4 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the

tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

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

(b) **Award Criteria**

2.26.6 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**

2.26.7 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**

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

2.28 Notification of Award

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

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

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

2.29 Signing of Contract

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

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

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

2.30 Performance Security

2.30.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions

of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

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

2.31 Corrupt or Fraudulent Practices

- 2.31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;
- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;
- 2.31.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.31.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

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
1.3	A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fees of KSH. 1,000 in cash or Bankers cheque payable to the Director General, KALRO.
2.1.1	Tenderers are required to submit copies of the following MANDATORY DOCUMENTS which will be used during preliminary Examination to determine responsiveness: <ul style="list-style-type: none"> - certificate of registration - Valid Tax Compliant certificate -Tender form duly Completed, signed and stamped by the Tenderer in the format provided. - Price schedule duly Completed, signed and stamped by the tenderer in the format provided. -Must submit a duly filled up Confidential Business Questionnaire in the format provided. -Manufacturers letter of authorization (attach copies of all documents)
2.14.1	Bid Security of 2% is applicable.
2.18.1	Tenders must be submitted on or before the closing date, not later than 14th November, 2014 at 10.00 a.m.
2.29.1	The signing of contract will be specified in the letter of notification of award.

SECTION III: GENERAL CONDITIONS OF CONTRACT

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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 thereof, 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 alternations 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 Price

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 periods) specified in the Contract, or within any extension thereof granted by the Procuring entity
 - (b) if the tenderer fails to perform any other obligation(s) under the Contract
 - (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract
- 3.16.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar 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 it's 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

The following Special Conditions of Contract shall supplement the General Conditions Of contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

1. Standards (GCC 3.4)

GCC 3.4

- (i) No tender document will be accepted after the official closing time as specified on the advertisement and tender documents.

2. Use of contract documents and information (GCC 3.5)

GCC 3.5.3 (i) Tenderers should note that no substitution, alteration, change of format or modification to the standard tender documents is allowed. Tenderers are only allowed to add any other relevant additional to the documents. Any tenderer who doesn't adhere to this condition will automatically be disqualified.

3. Inspection and Tests (GCC 3.8)

GCC 3.8.1 (i) The Institute may carry out inspection and tests by visiting the Premises/Go downs to ascertain the accuracy of the information given in the tender documents, capacity and capability of the tenderers and confirm whether the items quoted for conform to the contract specification.

4. Packing (GCC 3.9)

GCC 3.9.1 The goods must be packed in order to prevent their damage or deterioration during transit to the final destination **Kenya Agricultural and Livestock Research Organization Headquarters, Kaptagat Road, Loresho**

5. Delivery and Documents (GCC 3.10)

GCC 3.10.1

- (i) The deliveries must be in immediately on receiving the official order. Delivery must conform to the delivery schedule in the tender.
- (ii) The order is to be confirmed by a contract agreement duly signed by an authorized KALRO Officer(s).
- (iii) The following documents shall be received by the procuring entity at the time of delivery;
 - i. Delivery Note accompanied by a duplicate copy of the contract
 - ii. Inspection certificate issued by the nominated inspection agency or the suppliers' factory inspection report if applicable.
 - iii. Suppliers invoice showing Goods description, quantity, unit price and total amount.
 - iv. Partial delivery should be invoiced upon completion of service of the order.

6. Insurance (GCC 3.11)

GCC 3.11.1 The supplier will cover All Risks for consignment expenses of the goods until they are accepted by KALRO.

7. Payment (GCC 3.12)

GCC 3.12.1 (i) The payment shall be made to the tenderer/supplier and NO any third parties/Agents shall be paid on behalf of the supplier.

8. Prices (GCC 3.13)

- GCC 3.13.1
- (i) Prices must remain firm and fixed
 - (ii) Prices must remain valid for **90 days** after closing of tender
 - (iii) Prices quoted must be inclusive of all government taxes and delivery charges to **Kenya Agricultural and Livestock Research Organization Headquarters, Kaptagat Road, Loresho**
 - (iv) Prices quoted must be as per our “Unit of issue”
 - (v) The price quoted should also include insurance and other local costs incidental to delivery of goods from the depot to final destination.
 - (vi) The price shall remain fixed for the period of the contract.

9. Assignment (GCC 3.14)

GCC 3.14.1 (i) The tenderers are required to attach true copies of certificate of Registration/Incorporation, VAT, PIN and valid Tax Compliance to the tender documents as a supplement to the Confidential Business Questionnaire Form.

I/we hereby certify that I/we have read the special conditions of contract (Section IV), confirm that I/we have understood and I/we shall abide by them.

Tenderers Name..... Date.....

Signature..... Official Rubber Stamp.....

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, manufacturer's literature etc for the products they intend to supply
- 5.1.2 Tenderers must indicate on the specifications sheets whether the goods offered comply with each specified requirement.
- 5.1.3 All the dimensions and capacities of the goods 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/or 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.

SPECIFICATIONS FOR BENCHTOP AUTOCLAVE
Bidder's response column must be filled either yes or no.
Bidders must attach technical literature for item quoted
Attach manufacturer's letter of authorization

SPECIFICATION	REQUIRED	BIDDERS RESPONSE
Supply install and commission at clients site	Yes	
Train four users and two maintenance staff four two days	Yes	
Temperature range: 105°C to 135°C	Yes	
Electrical Supply: 220-240V, 50-60Hz, 13A	Yes	
Capacity 41 litres	Yes	
In-chamber Water Heater	Yes	
8 pre-set programs covering the most popular sterilization cycle.	Yes	
fitted with pressure, temperature and timed door safety systems,	Yes	
Door cannot be opened until the chamber has reached atmospheric pressure and 90°C.	Yes	
Built-in thermal printer.	Yes	
servo-assisted motor Push-Button Door Closure	Yes	
Stainless Steel Pressure Vessel	Yes	
manufactured from high grade 304L stainless steel	Yes	
Post Vacuum System	Yes	
Air Cooled Condensate Unit	Yes	
Cooling Options	Yes	
Slow cooling, no vacuum	Yes	
Slow cooling, vacuum	Yes	
Fast cooling, no vacuum		
Fast cooling, vacuum		
applications	Yes	
Media and fluids, Fluid discard	Yes	
Plastic and glassware Tubing, pipette tips Plastic and mixed discard	Yes	
Porous loads Clothing Wrapped instruments Unwrapped instruments	Yes	
No-action 'push-n-seal' door with pneumatic seal and locking.	Yes	
8-program Touchscreen control system - See page 17 for details	Yes	
316L stainless steel pressure vessel	Yes	
Built-in air ballast system for fast processing of liquid loads	Yes	
Load-sensed process timer	Yes	
Fan cooling system	Yes	
Operating temperatures from 105°C to 137°C	Yes	
Submerged heaters within the chamber generate steam	Yes	
No-action 'push-n-seal' door with pneumatic seal and locking.	Yes	
At least two years warranty	Yes	

SPECIFICATIONS FOR DOUBLE PCR WORKSTATION

Bidder’s response column must be filled either yes or no.

Bidders must attach technical literature for item quoted

Attach manufacturer’s letter of authorization

SPECIFICATION	REQUIRED	BIDDERS RESPONSE
Supply install and commission at clients site	Yes	
Train four users and two maintenance staff four two days	Yes	
1.2 m x 0.52 m working area	Yes	
UV surface irradiation – dual 30 W 254 nm UV lamps	Yes	
High intensity UV air cleaner – 25 m3/hour cleaner	Yes	
Re-circulator continuous air flow with 1 cm UV irradiation distance	Yes	
UV-protective film on glass pane	Yes	
UV exposure control with 24 hour digital timer	Yes	
Front opening with three adjustable positions	Yes	
stainless steel frame and working area	Yes	
UV lamp, 30 W, bactericidal, ozone free	Yes	
Bactericidal air re-circulator, 25 m3/h air flow exchange	Yes	
UV re-circulator, 30W (efficiency >99% per cycle)	Yes	
White lamp for workplace illumination 30 W	Yes	
Digital timer 0 to 24 hours	Yes	
Power supply 220/240 volts (50/60 Hz)	Yes	
Supply operators manual and service manual	Yes	
Equipment warranty to be at least two years	Yes	

SPECIFICATIONS FOR LAMP GENIE III (OPTIGENE)

Bidder’s response column must be filled either yes or no.

Bidders must attach technical literature for item quoted

Attach manufacturer’s letter of authorization

SPECIFICATION	REQUIRED	BIDDERS RESPONSE
Supply install and commission at clients site	Yes	
Train four users and two maintenance staff four two days	Yes	
Dual-channel Fluorescence 470 nm excitation detector	Yes	
510-560 nm emission 590 nm excitation, > 620 nm emission	Yes	
Block with 4-zone independent digital PID and heated lid Temperature control method	Yes	
Temperature control range and Ambient—100°C	Yes	
Temperature A control accuracy, ±0.1°C	Yes	
Sample number Single strip of 8 tubes	Yes	
Sample volume 10—150 µl	Yes	
Operating temperature 0°C—40°C	Yes	
Storage temperature 20°C—70°C	Yes	
Isothermal amplification at point-of-application	Yes	
Sealed enclosure (IP62)	Yes	
Dual-channel fluorescence excitation and measurement	Yes	
Single block – up to 8 samples	Yes	
power consumption from 19 VDC input	Yes	
Internal long-lasting and fast-charging Li-Po battery	Yes	
Battery capacity 40 Wh	Yes	
Battery charge time < 1.5 hrs -	Yes	
Stand-alone operation via 4.3” resistive touchscreen	Yes	
Wireless communications (Bluetooth) & network connection (WiFi)	Yes	
Wired data USB 2.0	Yes	
Positional information via GPS	Yes	
Colour LCD 480 x 272 with resistive touchscreen	Yes	
accessories	Yes	
Enough micro-tubes to last one year	Yes	
Seal-and-lock mechanism to prevent contamination	Yes	
Individually capped	Yes	
Non-fluorescent and optically clear	Yes	
Wings for ease of handling	Yes	
Working volume of 20 - 150 µl	Yes	
Individually capped	Yes	
Equipment warranty to be at least two years	Yes	

SPECIFICATIONS FOR REAL TIME PCR MACHINE

Bidder's response column must be filled either yes or no.

Bidders must attach technical literature for item quoted

Attach manufacturer's letter of authorization

SPECIFICATION	REQUIRED	BIDDERS RESPONSE
Supply install and commission at clients site	Yes	
Train four users and two maintenance staff four two days	Yes	
Noise level during run 43 dB(A)	Yes	
Electrical approvals CE, ICE, UL	Yes	
Reaction volumes 10–50 µl	Yes	
Sample format 96-well plates, 8-tube strips	Yes	
Runtime < 40 min for 3-step 40 cycles PCR	Yes	
Melting measurement Continuous with	Yes	
Hardware	Yes	
Thermal cycling system Peltier-based, 96-well block	Yes	
Max ramp rate heating 4.4°C	Yes	
Average ramp rate cooling 2.2°C	Yes	
Programmable temperature range 37–98°C	Yes	
Temperature accuracy ±0.2°C of programmed target temperature	Yes	
TM uniformity Range (max–min) 0.4°C SD < 0.1°C	Yes	
Gradient function Yes	Yes	
Gradient operational range 37–98°C	Yes	
Max. 20°C gradient range	Yes	
Gradient programmable span (X–Y °C)	Yes	
Excitation :High-power broad spectrum LED	Yes	
Measurement (integration time)	Yes	
Simultaneous data acquisition all positions in 10–1000 ms(dynamic mode)	Yes	
Detection: CCD Camera	Yes	
Optical system	Yes	
Fixed fiber optics with four excitation and four emission filters	Yes	
No moving scanning elements	Yes	
Cq uniformity	Yes	
Range (max–min) 0.8 SD < 0.2	Yes	
Analysis Software :Win 7 + Win XP	Yes	
Data analysis	Yes	
Abs Quantification	Yes	
Rel Quantification	Yes	
TM Calling	Yes	
Endpoint Genotyping	Yes	
HRM	Yes	
Qual Detection	Yes	
Data export	Yes	
Result table: export as .txt file	Yes	
Charts: Data and image export	Yes	
Data import	Yes	
Sample information imported from Excel, .csv or .txt files	Yes	

Failure flagging	Yes	
Automated flagging for critical controls	Yes	
User definable flagging for further criteria	Yes	
Run Mode	Yes	
Touchscreen support for instrument configuration	Yes	
Flexible experiment programming and execution	Yes	
Online fluorescence display	Yes	
PC monitoring, analyzing tools and programming	Yes	
LAN connectable Ethernet port	Yes	
USB port	Yes	
Applications	Yes	
Licensed for real-time PCR	Yes	
Dynamic range 10 orders of magnitude	Yes	
Range of excitation/emission wavelengths(nm)	Yes	
470/514 (SYBR, FAM, ResoLight dye)	Yes	
533/572 (VIC, Hex, Yellow555)	Yes	
577/620 (Red610, Texas Red)	Yes	
645/697 (Cy5)	Yes	
Detection formats	Yes	
Intercalating dyes (SYBR Green I, ResoLight dye)	Yes	
Hydrolysis Probes (TaqMan® Probes and UPL)	Yes	
Multiplex analysis	Yes	
Up to 4 channels, pre-calibrated color compensation	Yes	
All channels viewable by the SW in one chart simultaneously	Yes	
viewable in 4 charts separately on one screen	Yes	
dyes between 500 and 720 nm emission wavelength for mono color experiments	Yes	
dual color experiments only pre-calibrated dyes usable	Yes	
Reagents to be supplied	Yes	
Essential DNA Green Master(SYBR Green Master)	Yes	
Essential DNA Probes Master	Yes	
Assays to be supplied	Yes	
Universal Probe Library	Yes	
Real Time ready gene	Yes	
Expression assays	Yes	
Power supply 220/240 volts (50/60 Hz)	Yes	
Supply operators manual and service manual	Yes	
Equipment warranty to be at least one year	Yes	
Disposables	Yes	
480 Multiwell Plates 96, white including sealing foils	Yes	
8-Tube Strips, white including clear caps	Yes	
Equipment warranty to be at least two years	Yes	

SPECIFICATIONS FOR FUME HOOD

**Bidder's response column must be filled either yes or no.
Bidders must attach technical literature for item quoted
Attach manufacturer's letter of authorization**

SPECIFICATION	REQUIRED	BIDDERS RESPONSE
Supply install and commission at clients site	Yes	
Train four users and two maintenance staff four two days	Yes	
Durable, Hazardous Chemical Gas Remove	Yes	
Wide variety of Material for User Selection	Yes	
Slide Type Sash Door with Tempered Safety Glass	Yes	
Exterior size (LxWxH) 1500x900x2500mm	Yes	
Work Area (LxWxH) 1320x850x950mm	Yes	
Base Cabinet Height 720 mm, the	Yes	
Protection Class Class I	Yes	
Protection Type IP 20	Yes	
Air Velocity (m/s) O. 2m/s — 0. 7m/s	Yes	
Noise \leq 60dB(A)	Yes	
Exhaust Duct PVC, standard length: 4 meters	Yes	
Pipe Collar (mm) (I)290	Yes	
Fluorescent Lamp 28Wx1	Yes	
UV Lamp 30Wx1	Yes	
Blower Centrifugal fan, speed adjustable. The fan inside the	Yes	
Glass window Two layer toughen glass, 5mm thickness: Motor	Yes	
control, height adjustable	Yes	
Power supply 20V/50-60Hz (optional)	Yes	
Standard Accessory	Yes	
Water tap: One	Yes	
Water cup: One	Yes	
Air tap: One	Yes	
Water proof socket: two	Yes	
Warranty at least two years	Yes	

SPECIFICATIONS FOR PLANT GROWTH CHAMBER

**Bidder's response column must be filled either yes or no.
Bidders must attach technical literature for item quoted
Attach manufacturer's letter of authorization**

SPECIFICATION	REQUIRED	BIDDERS RESPONSE
Supply install and commission at clients site	Yes	
Train four users and two maintenance staff four two days	Yes	
Chamber Size	Yes	
internal 1310mm (w) x 675mm (d) x 1410mm (h)	Yes	
External 1440mm (w) x 810mm (d) x 1975mm (h)	Yes	
Volume 1200 litres nominal	Yes	
Temperature Range-2°C to +40°C lights off	Yes	
Temperature Range+5°C to +40°C lights on	Yes	
Temperature Stability +/-0.3°C	Yes	
Humidity 35%RH - 80%RH – temperature dependent	Yes	
Low energy ultrasonic humidity generator and capacitive humidity sensor	Yes	
Lamp Tray & Lighting Configurations	Yes	
One Lamp Tray:	Yes	
12x 36W fluorescent tubes per lamp tray	Yes	
Maximum intensity (approximately)	Yes	
	Yes	
Maximum height between lamp tray: 1275mm	Yes	
Total growth area: 0.68m ²	Yes	
Two Lamp Trays:		
6x 36W fluorescent tubes per lamp tray	Yes	
	Yes	
Maximum height between lamp trays: 600mm	Yes	
Total growth area: 1.36m ²	Yes	
Three Lamp Trays:		
4x 36W fluorescent tubes per lamp tray	Yes	
Maximum height between lamp trays: 400mm	Yes	
Total growth area: 2.04m ²	Yes	
Four Lamp Trays:	Yes	
3x 36W fluorescent tubes per lamp tr	Yes	
Maximum height between lamp trays: 250mm	Yes	
Total growth area: 2.72m ²	Yes	
Five Lamp Trays:	Yes	
2x 36W fluorescent tubes per lamp tray	Yes	
Max height between lamp trays: 200mm	Yes	
Total growth area: 3.4m ²	Yes	
Safety		
User settable high/low temperature alarms with remote contact	Yes	
Audible and visual alarm indicators	Yes	
Construction	Yes	
Internal Corrosion resistant stainless steel	Yes	

External Painted, protected steel with a textured finish	Yes	
Lockable castors	Yes	
230V, 50Hz, 13 amp maximum	Yes	
To use De-mineralized water for humidity control	Yes	
At least two years warranty	Yes	

SPECIFICATIONS FOR WATER - DISTILLER

Bidder's response column must be filled either yes or no.

Bidders must attach technical literature for item quoted

Attach manufacturer's letter of authorization

SPECIFICATION	REQUIRED	BIDDERS RESPONSE
Supply install and commission at clients site	Yes	
Train four users and two maintenance staff four two days	Yes	
Specifically designed for 240V 50-60 Hz	Yes	
Storage tank is 18 gauge 304 stainless steel. Capacity of 310 liters (approximately 80 gallons). Optional tank of 150 gallons (approximately 570 liters) is also available	Yes	
240 Volt switch in storage tank for high level control	Yes	
Main power on/off control switch	Yes	
Pilot controlling relay	Yes	
Automatic water fill on/off control. Float control protected.	Yes	
Low voltage external pilot circuit	Yes	
240 Volt breaker-protected control circuit	Yes	
Manually reset electrical thermostat	Yes	
Low voltage external pilot circuit	Yes	
Boiling tank is 18 gauge 316 alloy stainless.	Yes	
Steel or aluminum cooling fins on stainless steel condenser coils	Yes	
12" or 30.5 cm diameter condenser fan, 1/20 HP motor	Yes	
Distiller cabinet – 20 gauge 304 stainless steel with black painted carbon steel support structure for fan and coil	Yes	
Complete with pre-filter/post-filter	Yes	
Height: 17 inches/43 cm	Yes	
Width: 23 inches/58.5 cm	Yes	
Depth: 18 inches/46 cm	Yes	
Storage Tank:		
Height: 52 inches/132 cm	Yes	
Diameter: 23.3 inches/60 cm	Yes	
Specifically designed for 240V 50-60 Hz	Yes	
Storage tank is 18 gauge 304 stainless steel. Capacity of 310 liters (approximately 80 gallons). Optional tank of 150 gallons (approximately 570 liters) is also available	Yes	
240 Volt switch in storage tank for high level control	Yes	
Main power on/off control switch	Yes	
Pilot controlling relay	Yes	
Automatic water fill on/off control. Float control protected.	Yes	
Low voltage external pilot circuit	Yes	
240 Volt breaker-protected control circuit	Yes	

SPECIFICATIONS FOR PCR THERMAL CYCLER

Bidder's response column must be filled either yes or no.

Bidders must attach technical literature for item quoted

Attach manufacturer's letter of authorization

SPECIFICATION	REQUIRED	BIDDERS RESPONSE
Format:		
0.2 ml tubes, 96-well plate	Yes	
Capacity:		
1 x 96-well plate, 96 x 0.2 ml tubes	Yes	
Block Format:		
0.2 ml Alloy VeriFlex® Block (Non-Interchangeable)	Yes	
Reaction Volume Range:		
10-80 µL	Yes	
Reaction Speed:		
Fast, standard	Yes	
Temperature Accuracy:		
±0.25 °C (35 °C to 99.9 °C)	Yes	
Program Features:		
Auto re-start (after power outages), Program overwrite protection	Yes	
Dimensions:		
Height: 24.5cm (9.6 in.), Width: 23.7 cm (9.3 in.), Depth: 48.5 cm (19.1 in.)	Yes	
Weight:		
11.4 kg (25 lb)	Yes	
Temperature Range:		
4.0-99.9 °C	Yes	
Temperature Uniformity:		
<0.5 °C (20 sec after reaching 95 °C)	Yes	
Comments:		
VeriFlex™ Blocks: 25 °C (5 °C Zone-to-Zone), Standard 0.2 ml format and sample block enabled to run fast chemistry	Yes	
Platform:		
Veriti® Thermal Cycler	Yes	
Ramp Rate:		
Max Block Ramp Rate 3.9 °C/Sec, Max Sample Ramp Rate 3.35 °C/Sec	Yes	
Product Size:		
1 instrument	Yes	
Tm Calculator:		
Menu driven through touch screen	Yes	
Green Features:		
Sustainable packaging, Energy efficient, Less waste, Fewer resources used	Yes	

Display Interface:		
6.5 in. VGA 32k color with touch screen	Yes	
Instrument Memory:		
USB and On-board	Yes	
Regulatory Statement		
For Research Use Only. Not for use in diagnostic procedures.	Yes	
High Throughput Compatibility:		
High Throughput-Compatible	Yes	
Electrical		
Voltage: 240 Frequency: 50/60 Hz	Yes	

	Description of Goods	Quantity	Unit of issue	Final Destination	Delivery (as per Incoterms) Date	
					Latest Delivery Date	Bidder's offered Delivery date
			No.	Kenya Agricultural and Livestock Research Organization Headquarters	90 days after the signing of the contract	

Note: The deliveries shall be made as specified in the Special Conditions of Contract (Section IV)

SECTION VII - PRICE SCHEDULE FOR GOODS

Name of tenderer.....

<i>Item No</i>	<i>Item Description</i>	<i>Unit of Issue (No.)</i>	<i>Quantity Required</i>	<i>Unit Price</i>	<i>Total Price</i>	<i>Remarks Indicate final unit price to KALRO Headquarters</i>

NOTE: Please quote as per our Unit of Issue

Signature of tenderer _____

SECTION VIII - STANDARD FORMS

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

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

1. 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

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

	<p>Part 2 (a) – Sole Proprietor</p>																											
	<p>Your name in full Age</p> <p>Nationality Country of origin</p> <ul style="list-style-type: none"> • Citizenship details 																											
	<p>Part 2 (b) Partnership</p>																											
	<p>Given details of partners as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;"></th> <th style="width: 30%; text-align: center;">Nationality</th> <th style="width: 40%; text-align: center;">Citizenship Details</th> </tr> </thead> <tbody> <tr> <td>Name</td> <td></td> <td></td> </tr> <tr> <td>Shares</td> <td></td> <td></td> </tr> <tr> <td>8.2</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>....</td> <td></td> <td></td> </tr> <tr> <td>8.3</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>...</td> <td></td> <td></td> </tr> <tr> <td>8.4</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>8.5</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Nationality	Citizenship Details	Name			Shares			8.2			8.3			8.4	8.5
	Nationality	Citizenship Details																										
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Shares																												
8.2																										
....																												
8.3																										
...																												
8.4																										
8.5																										
	<p>Part 2 (c) – Registered Company</p>																											
	<p>Private or Public </p> <p>State the nominal and issued capital of company-</p> <p style="padding-left: 20px;">Nominal Kshs.</p> <p style="padding-left: 20px;">Issued Kshs.</p> <p>Given details of all directors as follows</p>																											

	Name	Nationality	Citizenship Details
Shares			
1
2
3
4
5
Date Signature of Candidate			

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

8.3 TENDER QUESTIONNAIRE

Please fill in block letters

1. Full names of tenderer

.....
.....

2. Full address of tenderer to which tender correspondence is to be sent (unless an agent has been appointed below)

.....
.....

3. Telephone numbers of tenderer

.....
.....

4. Fax number of tenderer

.....
.....

5. Name of tenderers representative to be contacted on matters of the tender during the tender period.

.....
.....

6. Details of tenderers nominated agent (if any) to receive tender notices. This is essential if the tenderer does not have his registered address in Kenya (name, address, telephone and fax)

.....
.....
.....

Signature and stamp/seal of tenderer

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 the Procuring entity to the tenderer as hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _____ the _____ (for the Procuring entity

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

(Amend accordingly if provided by Insurance Company)

8.6 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 tender*]

Gentlemen and/or Ladies:

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