



MULTIMEDIA UNIVERSITY OF KENYA

TENDER NO: MMU/LE/NIOL/12/2020-2021/2021-2022

RETENDER

for

Supply of Laboratory Equipment

for

The National Institute for Optics & Lasers (NIOL)

CLOSING DATE:

THURSDAY 19TH NOVEMBER, 2020 AT 12HOURS

East African Standard Time (EAT)

Restricted Tender

P.O. BOX 15653 - 00503, NAIROBI, KENYA. MAGADI ROAD
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TENDER DOCUMENT

RESTRICTED TENDER (INTERNATIONAL)

GUIDELINES ON PREPARATION OF BID DOCUMENT

In preparing the bid document in response to the tender, bidders are advised to note the following:

- Section I - Invitation to Tender.** This section gives guidelines on how and where to seek further clarification pertaining to the tender document; the form and the amount of Tender Security required; where and when tenders should be submitted; and place where tenders will be opened.
- Section II - Instruction to Tenderers.** This section guides tenderers basically on how to prepare their bid and how the tendering process will be carried out up to the award stage including notification of award to the successful bidder. "Appendix to Instruction to Tenderers" customizes clauses under Section II. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix prevail.
- Evaluation Criteria:** This gives information on how the tender will be evaluated. Tenderers should be able to evaluate their bids even before submission to determine in advance whether they meet the requirement of the tender or not. Through the evaluation criteria bidders will be able to note all the required documents that should be attached to the bid document.

Table 1: Checklist of Document Required to Form Bid Document:

No.	Documents Forming the Bid Document	Tenderer's Remarks
1.	The main sections of the tender document that includes: i) Section I - Invitation to Tender; ii) Section II - Instruction to Tenderers; and iii) Section III - General Conditions of the Contract (This section remain as they are in the tender document.)	
2.	Copy of Certificate of Incorporation (Legal structure) issued by a recognized body in the domiciled country	
3.	Copy of valid Tax Compliance Certificate issued by Revenue Authority of the domiciled country valid as at the tender closing date or tax exemption certificate issued by the same authority	

4.	Signed copies of audited accounts prepared in line with International Financial Reporting Standards (IFRS) for the company for the last two consecutive accounting years (2018 and 2019).	
5.	Tender Security (Bid Bond) amounting to USD 1,800.00 or its equivalent in Kenya Shillings, Euro or UK Pounds in the form provided in this tender document valid for 150 Days .	
	<p>The Tender Security shall be in any of the following: -</p> <p>a) For Local bidders, an <u>Original Bank Guarantee</u> that is strictly in the form and content as prescribed in the Tender Security Form (Bank Guarantee) in the Tender Document.</p> <p>b) For Foreign bidders, <u>Standby Letters of Credit (LC)</u> confirmed by a bank in Kenya. All costs, expenses and charges levied by all banks party to the LC including confirmation charges shall be prepaid/borne by the Tenderer. The LC must contain all the mandatory conditions of payment to MMU as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.</p>	
6.	Documentary evidence of the company's registration as a manufacturer of currency machines OR authorization letter from manufacturers of the makes equipment quoted for	
7.	Company's profile using the Confidential Business Questionnaire provided in this tender document	
8.	Financial Proposal to be itemized as required in this tender. Total price to be carried to the Form of Tender	
9.	Duly filled and signed Form of Tender in the format provided in the tender document	
10.	<p>Copy of Company profile. This should include:</p> <p>i). List of technical personnel with copies of testimonials (CVs and Certificates);</p> <p>ii). List of contracts done previously with supporting documents e.g. POs, Letter of award, Contract etc.</p>	
11.	Duly filled and signed declaration form in the form provided in the tender document	
12.	The language of the bid and all other documents forming the bid should be in English language	
13.	All pages of the bid document submitted by the tenderers should be serialized/paginated	

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SECTION I: INVITATION TO TENDER

1. Multimedia University of Kenya (MMU) invites eligible manufacturers and or authorized dealers to submit sealed Tenders for **Supply of Laboratory Equipment for the National Institute for Optics & Lasers (NIOL)**
2. The document may also be *viewed and downloaded from the University's: www.mmu.ac.ke AND www.tenders.go.ke* free of charge. Tenderers who download the documents from the website **MUST** forward their particulars (**Name and Contacts**) to **procurement@mmu.ac.ke** for recording and/or for the purposes of receiving any further clarifications/addenda.
3. Prices quoted should be CIF Nairobi and must be expressed in **United States Dollars (USD), Euros (€) or UK£** and should remain valid for a period of **120 days** from the closing date of the tender.
4. Tenders must be accompanied by a **Tender Security of USD. 1,800.00 OR its equivalent in Kenya Shillings, Euro or UK Pounds**, valid for **150 days** issued by a reputable bank or authorized financial institution.

The Tender Security shall be in any of the following: -

- a) For **Local bidders**, an original Bank Guarantee that is strictly in the form and content as prescribed in the Tender Security Form (Bank Guarantee) in the Tender Document.
 - b) For **Foreign bidders**, Standby Letters of Credit (LC) confirmed by a bank in Kenya. All costs, expenses and charges levied by all banks party to the LC including confirmation charges shall be prepaid/borne by the Tenderer. The LC must contain all the mandatory conditions of payment to MMU as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.
5. Completed tender documents are to be submitted electronically to the University's email created specifically for this tender: tenders@mmu.ac.ke. Tenderer's who choose to send encrypted tender documents will be required to send their password **on or before** the time of opening i.e. **Thursday 19th November, 2020 at 1200hrs EAT**.
 6. Tender documents **MUST** be paginated in 1, 2, 3, 4 format in line with Section 74 (1) (i) of the Public Procurement and Asset Disposal Act 2015.
 7. Tenders will be opened **on Thursday 19th November, 2020 at 1200hrs EAT** using email control protocols created by the University's Information & Communication Technology Directorate.

Vice Chancellor

SECTION II - INSTRUCTIONS TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers should complete the supply, install and commissioning of the equipment by the intended completion date specified in the tender documents.

2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under the Public Procurement and Asset Disposal Act, 2015.

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

2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement should not be eligible.

2.2 Eligible Equipment

2.2.1 All equipment to be supplied and installed under the contract should have their origin in eligible source countries.

2.2.2 For purposes of this clause, "origin" means the place where the equipment(s) are produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components

2.2.3 The origin of equipment is distinct from the nationality of the tenderer and should be treated thus in the evaluation of the tender.

2.3 Cost of Tendering

2.3.1 The Tenderer should 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 should not exceed Ksh 1,000.00

2.3.3 The procuring entity should allow the tenderer to review the tender document free of charge before purchase.

2.4. Contents of Tender Document

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

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

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

2.5 Clarification of Tender Documents

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

2.5.2 The procuring entity should reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.6 Amendment of Tender Documents

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

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

2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.7 Language of Tender

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Procuring entity, should 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 should govern.

2.8 Documents Comprising the Tender

2.8.1 The tender prepared by the tenderers should comprise the following components.

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.13 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14

(e) Confidential Business Questionnaire

2.9 Tender Forms

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

2.10 Tender Prices

2.10.1 The tenderer should indicate on the appropriate Price Schedule the unit prices where applicable and total tender price of the equipment and installation it proposes to supply under the contract.

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

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

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

2.11 Tender Currencies

2.11.1 Prices should be quoted in the following currencies:

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

2.12 Tenderers Eligibility and Qualifications

- 2.12.1 Pursuant to paragraph 2.1. the tenderers should furnish, as part of its, tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.12.1 The documentary evidence of the tenderers eligibility to tender should establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1
- 2.12.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted should establish to the Procuring entity's satisfaction;
- (a) that, in the case of a tenderer offering to supply equipment under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the equipment, Manufacturer or producer to supply the equipment
 - (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
 - (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Document

- 2.13.1 Pursuant paragraph 2.2 of this section, the tenderer should furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all equipment which the tenderer proposes to supply under the contract
- 2.13.2 The documentary evidence of the eligibility of the goods should consist of statement in the Price Schedule of the country of origin of the goods and services offered which should be confirmed by a certificate of origin issued at the time of shipment.
- 2.13.3 The documentary evidence of conformity of the equipment to the tender documents may be in the form of literature, drawings, and data, and should consist of:
- a) a detailed description of the essential technical and performance characteristic of the equipment
 - b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing

functioning of the equipment for a period of two (2) years, following commencement of the use of the equipment by the Procuring entity; and

- c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 2.13.4 For purposes of the commentary to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer should 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 should furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.
- 2.14.2 The tender security should be in the amount not exceeding 2 percent of the tender price.
- 2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7
- 2.14.4 The tender security should be denominated in Kenya Shillings or in another freely convertible currency, and should be in the form of
- a) Cash
 - b) A bank guarantee
 - c) Such insurance guarantee approved by the Authority
 - d) Letter of credit.
- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22

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

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

2.14.8 The tender security may be forfeited:

- a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
- b) in the case of a successful tenderer, if the tenderer fails:
 - i) to sign the contract in accordance with paragraph 2.27
 - 1. or
 - ii) to furnish performance security in accordance with paragraph 2.28
- c) If the tenderer rejects correction of an arithmetic error in the tender.

2.15 Validity of Tenders

2.15.1 Tenderers should remain valid for 120 days or as specified in the tender documents after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.20. A tender valid for a shorter period should 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 should be made in writing. The tender security provided under paragraph 2.14 should also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

2.16.1 The Procuring entity should 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 should govern.

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

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

2.17 Sealing and Marking of Tenders

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

2.17.2 The inner and outer envelopes should:

(a) be addressed to the Procuring entity at the address given on the Invitation to Tender.

(b) bear the tender number and name in the Invitation to Tender and the words "DO NOT OPEN BEFORE at Thursday 19th November 2020 at 1200 hours East African Standard Time

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

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

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 not later than **at Thursday 19th November 2020 at 1200 hours East African Standard Time**

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

2.18.3 Bulky tenders which will not fit in the tender box should be received by the procuring entity as provided for in the Appendix.

2.19 Modification and Withdrawal of Tenders

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

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

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

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

2.20 Opening of Tenders

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, **at Thursday 19th November 2020 at 1200 hours East African Standard Time**) and in the following location. *Multimedia University of Kenya, Nairobi Magadi Road*

The tenderers' representatives who are present should sign a tender opening register evidencing their attendance.

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

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

2.21 Clarification of Tenders

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

2.22 Preliminary Examination and Responsiveness

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

2.23 Conversion to Single Currency

2.23.1 Where other currencies are used, the Procuring Entity will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Multimedia University of Kenya.

2.24 Evaluation and Comparison of Tenders

2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.2 The Procuring entity's evaluation of a tender will exclude and not take into account

- (a) in the case of equipment manufactured in Kenya or equipment of foreign origin already located in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the tenderer; and
- (b) any allowance for price adjustment during the period of execution of the contract, if provided in the tender.

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

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

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

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

(a) *Delivery schedule*

- (i) The Procuring entity requires that the equipment under the Invitation for Tenders should be delivered at the time specified in the Schedule of Requirements. Tenders offering deliveries longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) *Deviation in payment schedule*

Tenderers should state their tender price for the payment of schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

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

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

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

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

2.25 Contacting the Procuring Entity

2.25.1 Subject to paragraph 2.21 no tenderer should contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

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

2.26 Award of Contract

(a) **Post-Qualification**

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

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

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

(b) Award Criteria

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

2.26.5 To qualify for contract awards, the tenderer should have the following:

- a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- b) Legal capacity to enter into a contract for procurement
- c) Should not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- d) Should not be debarred from participating in public procurement.

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

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

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

2.26.8 The procuring entity should give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

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

2.27 Notification of Award

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

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

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

2.28 Signing of Contract

2.28.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer should sign and date the contract and return it to the Procuring entity.

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

2.29 Performance Security

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

2.29.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.28 or paragraph 2.29 should constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.30 Corrupt or Fraudulent Practices

- 2.30.1 The procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer should sign a declaration that he has and will not be involved in corrupt or fraudulent practices.
- 2.30.2 The Procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

APPENDIX: INSTRUCTIONS TO TENDERERS

The following information regarding the particulars of the tender should 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 should prevail over those of the instructions to tenderers.

Table 2: Appendix: Instructions to Tenders

Instructions to Tenderers Reference	Particulars of Appendix to Instructions to Tenders
2.1.1	Eligible tenderers will be manufacturers of Laboratory Equipment/items OR authorized dealers by manufacturers of the makes of the equipment/items quoted for
2.3.2	Tender document will be sent to the bidders' email addresses. The tender document can also be downloaded free of charge from the University's Websites www.mmu.ac.ke or the Government Portal www.tenders.go.ke
2.4	Documents listed as "xi, Bank Guarantee for Advance Payment Form" do not form part of this tender document.
2.11.1	Prices to be quoted should be expressed in United States Dollars (USD), United Kingdom Pounds (UK£) or Euros (€) CIF Nairobi.

2.14.2	<p>Tenderers should furnish, as part of its tender, a tender security amounting to USD 1,800.00 OR its equivalent in Kenya Shillings, Euro or UK Pounds in the form provided in the tender document, valid for 150 days from the date of tender opening.</p> <p>The Tender Security shall be in any of the following: -</p> <p>a) For Local bidders, an <u>original Bank Guarantee</u> that is strictly in the form and content as prescribed in the Tender Security Form (Bank Guarantee) in the Tender Document.</p> <p>b) For Foreign bidders, <u>Standby Letters of Credit (LC)</u> confirmed by a bank in Kenya. All costs, expenses and charges levied by all banks party to the LC including confirmation charges shall be prepaid/borne by the Tenderer. The LC must contain all the mandatory conditions of payment to MMU as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.</p>
2.15.1	Tender should remain valid for 120 days after date of tender opening.
2.16	Bidders to send duly filled tenders ELECTRONICALLY TO tenders@mmu.ac.ke
2.17.	Tenders submitted Electronically to tenders@mmu.ac.ke will be opened on Thursday 19th November 2020 at 1200hrs EAT. (East Africa Time)
2.18.1	As 2.17 above
2.20.1	<p>Tenders will be opened on Thursday 19th November 2020 at 1200hrs EAT from the tenders@mmu.ac.ke using email control protocols created by the MMU's Directorate of Information & Communication Technology</p> <p>Tenderers who choose to send encrypted tender documents will be required to send their password on or before the time of opening i.e. Thursday 19th November, 2020 at 1200hrs EAT. Tenders who fail to send passwords for encrypted documents will be ADJUDGED NON-RESPONSIVE</p>
2.29.1	Performance security - Not applicable
	The language of the bid and all other documents forming the bid shall be in English language

EVALUATION CRITERIA

Evaluation will be carried out through **four (4)** stages as follows:

Stage 1: Compliance with the Mandatory Requirements

Stage 2: The Technical Evaluation on Specifications

Stage 3: Technical Evaluation on Capacity to Deliver the Contract

Stage 4: The Financial Evaluation (quoted prices)

Stage 1: Compliance with the Mandatory Requirements (MR)

Bidders are required to provide documentary evidence in compliance with the below mandatory requirements as part of their bid. A bidder will be required to meet all the mandatory requirements below to qualify to stage 2 on Technical Evaluation on specification.

Table 3: Mandatory Requirements

No.	Mandatory Requirements	Response
MR1	Provide documentary evidence of the company's registration details such as Certificate of Incorporation (Legal structure) issued by a recognized body in the domiciled country	
MR2	Provide copy of the company's valid Tax Compliance Certificate issued by Revenue Authority of the domiciled country valid as at the tender closing date OR a tax exemption certificate issued by the same authority	
MR3	Provide copies of the audited accounts prepared in line with International Financial Reporting Standards (IFRS) for the company for the last two consecutive accounting years (2018 & 2019)	
MR4	Provide Tender Security (Bid Bond) amounting to USD 1,800.00 or its equivalent in Euro (€) or Sterling Pounds (GBP) in the form provided in this tender document valid for 150 Days .	
	The Tender Security shall be in any of the following: - a) For Local bidders , an <u>original Bank Guarantee</u> that is strictly in the form and content as prescribed in the Tender Security Form (Bank Guarantee) in the Tender Document. b) For Foreign bidders , <u>Standby Letters of Credit (LC)</u> confirmed by a bank in Kenya. All costs, expenses and charges levied by all banks party to the LC including confirmation charges shall be prepaid/borne by the Tenderer. The LC must contain all the mandatory conditions of payment to MMU as prescribed in the Tender Security (Letters of Credit)	

	provided in the Tender Document.	
MR5	Provide documentary evidence of the company's registration as a manufacturer or authorized dealer of laboratory equipment	
MR6	Tenderer must reproduce the technical specifications table in Section VI and provide corresponding responses to each of the attributes	

Stage 2: Technical Evaluation on specification:

Tenderers meeting all the mandatory requirements in stage 1 should have their bids evaluated against compliance with technical specification provided for each respective item under section VI of this tender document. Tenderer will be required to meet the minimum technical specification for the item to qualify to the next stage of Technical Evaluation on Capacity to Deliver the Contract.

Stage 3: Technical Evaluation on Capacity to Deliver the Contract

Tenderers meeting the minimum technical requirements for the respective item in stage two will be subjected to technical evaluation on capacity to deliver the contract based on the technical parameters given below. Tenderers will be required to score **70%** and above to qualify to the next stage of the evaluation.

Table 4: Technical Evaluation on Capacity to Deliver the Contract

No.	Evaluation Attribute	Weighting Score	Max Score %
T1.	Years of experience in dealing with laboratory equipment (manufacturers or authorized dealers) (Provide proof)	<ul style="list-style-type: none"> 10 marks for above 10 years 5 marks for 5-9 years 2 marks for 2 - 4 years 	10
T2.	Number of clients served in the last 5 years. Clients should be institutions of similar magnitude in terms of size & complexity to Multimedia University of Kenya (marks to be awarded on the basis of evidence provided e.g. award letters/ agreements/ contracts/Local Purchase/Service Orders)	4 marks for each client up to a max. of 20 marks	20
T3.	Magnitude/size of business transactions (in monetary terms) during the last three (3) years (Provide/attach proof as T2 above)	10,000 to 99,000 USD 5 marks 100,000 to 199,000 USD 10 marks 200,000 to 399,000 USD	20

		15 marks 400,000 USD and above 20 marks	
T5.	Provide a list of at least 5 technicians/ engineers in the company with relevant qualifications. Tenderers MUST provide proof of the technical competencies of each technician/engineer listed (provide CVs approved by an authority in the company)	2 marks for each qualified staff up to a max. of 10 marks	10
T6.	Provide list and evidence of at least two certifications from recognized bodies like ISO 9001	5 marks for each certification subject to a maximum of 10 marks	10
T7.	Delivery period after the award of tender (Must provide proof of having installed the same model as the one being offered within the stated timelines)	<ul style="list-style-type: none"> Between 1 – 2 months: 15 marks Between 3 – 5 months: 10marks 6 months and above: 5 marks 	15
T8.	Training Capacity Provide proof of ability to conduct training at technical and operational level	Evidence to be provided in form of a Detailed Training Program conducted to a client(s) in the last 12 months	5
T9.	Liquidity To be computed on the average two-year liquidity position of the Tenderer through the Quick Ratio. Quick ratio = (Current assets – Inventories) / Current liabilities	Above 1 - (10 Marks) Between 0.5 – 1 (5 Marks) Less than 0.5, (2 Marks)	10
	Total		100%

Tenderers will be required to **score 70% and above** on the above Technical Evaluation to qualify for Financial Evaluation. Those scoring below 70% will not be evaluated further and will be disqualified at this stage

Stage 4: Financial Evaluation

Tenderers that **score 70% and above** on the Technical Evaluation on Capacity to Deliver the Contract will have their financial bids subjected to financial evaluation. Financial Evaluation will involve checking arithmetic errors and **completeness of the financial bids**. **BIDDERS ARE REQUIRED TO QUOTE FOR ALL THE LISTED ITEMS.**

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 should 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 should apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment to the extent that they are not superseded by provisions of other part of contract.

3.3 Country of Origin

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

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer and will be treated thus in the evaluation of the tender.

3.4 Standards

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

3.5 Use of Contract Documents and Information

- 3.5.1 The Candidate should 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 should 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 should remain the property of the Procuring entity and should 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 should 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 should furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.
- 3.7.2 The proceeds of the performance security should 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 should be denominated in the currency of the contract, or in a freely convertible currency acceptable to the procuring entity and should be in the form of
- a) Cash
 - b) Bank guarantee
 - c) Such insurance guarantee approved by the Authority
 - d) Letter of credit
- 3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the

Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

3.8 Inspection and Tests

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

3.8.2 The inspections and tests may be conducted in the premises of the tenderer. All reasonable facilities and assistance, including access to drawings and production data, should be furnished to the inspectors at no charge to the Procuring entity.

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

3.8.4 The Procuring entity's right to inspect test and where necessary, reject the equipment after the equipment arrival and installation should 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 should in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 Packing

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

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

3.10 Delivery and Documents

3.10.1 Delivery of the equipment, documents and installation of the same should be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

3.11 Insurance

3.11.1 The equipment supplied under the Contract should 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 should be specified in Special Conditions of Contract

3.12.2 Payments should be made promptly by the Procuring entity as specified in the contract

3.13 Prices

3.13.1 Prices charged by the tenderer for equipment delivered and installation performed under the Contract should 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 should not be allowed for contracts not exceeding one year (12 months)

3.13.3 Where contract price variation is allowed, the variation should not exceed 25% of the original contract price.

3.13.4 Price variation requests should be processed by the procuring entity within 30 days of receiving the request.

3.14. Assignment

The tenderer should 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 should 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, should not relieve the tenderer from any liability or obligation under the Contract

3.16. Termination for Default

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

- (a) if the tenderer fails to deliver any or all of the equipment within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity
- (b) if the tenderer fails to perform any other obligation(s) under the Contract
- (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

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

3.17. Liquidated Damages

3.17.1 If the tenderer fails to deliver and/or install any or all of the items within the period(s) specified in the contract, the procuring entity should, 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 should make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract

3.18.2 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 that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.19. Language and Law

3.19.1 The language of the contract and the law governing the contract should be English language and the Laws of Kenya respectively unless otherwise specified in the SCC

3.20. Force Majeure

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

3.21 Notices

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

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

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

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

4.2 Special conditions of contract as relates to the GCC

Table 5: Special Conditions of Contract

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	Performance security: Not applicable
3.10	Delivery of the processing equipment will be made to Multimedia University of Kenya
3.11	Marine/Shipping insurance needs to be provided in accordance with the Kenyan Law. Section 20, Subsection (1) of the Kenyan Insurance Act, CAP 287 states that “No insurer, broker, agent or other person shall directly or indirectly place any Kenya business other than re-insurance business with an insurer not registered under the Act without the prior approval, whether individually or generally, in writing of the Commissioner”. All bidders are therefore informed that it is mandatory to insure any imported goods into the country through a Kenyan insurance company unless as provided in the Act. This law took effect on January 1, 2017 and is not optional. The Kenya Revenue Authority will not clear goods without proof of marine insurance from a Kenyan company registered in Kenya. Bidders are requested to note for compliance
3.12.1	Payment for the equipment by Multimedia University will be made through a Letter of Credit arrangement
3.18.2	Resolution to disputes should be referred to a court of law of competent jurisdiction in Kenya for settlement
3.19.1	The language of the contract and the law governing the contract should be English language and the Laws of Kenya respectively.

SECTION V: SCHEDULE OF REQUIREMENTS AND PRICES

Supply of Laboratory Equipment for the National Institute for Optics & Lasers (NIOL) as follows:

ITEM		Quantity	Unit Price	Total Cost	Indicate ISO/ Certification standard as applicable	Delivery period
1. BASES AND POST HOLDER KIT		1				
S/No	Constituents	Quantity				
1	Post Holder with Spring-Loaded Hex Locking Thumbscrew, L= 1" (30 mm)	10				
2	Post Holder with Spring-Loaded Hex Locking Thumbscrew, L= 1.5" (40 mm)	10				
3	Post Holder with Spring-Loaded Hex Locking Thumbscrew, L= 2" (50 mm)	10				
4	Post Holder with Spring-Loaded Hex Locking Thumbscrew, L= 3" (75 mm)	10				
5	Post Holder with Spring-Loaded Hex Locking Thumbscrew, L= 4" (100 mm)	5				
6	Post Holder with Spring-Loaded Hex Locking Thumbscrew, L= 6" (150 mm)	5				
7	L-Shape General Purpose Table Clamp	20				
8	Mounting Base, 1" x 3" x 3/8" (25 mm x 75 mm x 10 mm)	10				
9	Mounting Base, 1" x 2.3" x 3/8" (25 mm x 58 mm x 10 mm)	10				
10	Mounting Base, 2" x 3" x 3/8" (50 mm x 75 mm x 10 mm)	10				
11	9 Drawer Stackable Cabinet	1				
2. POSTS & ACCESSORIES ESSENTIALS KIT, METRIC AND UNIVERSAL COMPONENTS		1				
S/No	Constituents	Quantity				
1	Ø1/2" Optical Post, SS, 8-32	20				

	(M4) Setscrew, L = 0.75" (20 mm), 1/4"-20 (M6) Tap					
2	Ø1/2" Optical Post, SS, 8-32 (M4) Setscrew, L = 1" (30 mm), 1/4"-20 (M6) Tap	20				
3	Ø1/2" Optical Post, SS, 8-32 (M4) Setscrew, L = 1.5" (40 mm), 1/4"-20 (M6) Tap	20				
4	Ø1/2" Optical Post, SS, 8-32 (M4) Setscrew, L = 2" (50 mm), 1/4"-20 (M6) Tap	20				
5	Ø1/2" Optical Post, SS, 8-32 (M4) Setscrew, L = 3" (75 mm), 1/4"-20 (M6) Tap	20				
6	Ø1/2" Optical Post, SS, 8-32 (M4) Setscrew, L = 4" (100 mm), 1/4"-20 (M6) Tap	20				
7	Ø1/2" Optical Post, SS, 8-32 (M4) Setscrew, L = 6" (150 mm), 1/4"-20 (M6) Tap	20				
8	Ø1/2" Optical Post, SS, 8-32 (M4) Setscrew, L = 8" (200 mm), 1/4"-20 (M6) Tap	10				
9	Ø1/2" Aluminum Post, 8-32 (M4) Setscrew, L = 2" (50 mm), 1/4"-20 (M6) Tap	20				
10	Ø1/2" Aluminum Post, 8-32 (M4) Setscrew, L = 3" (75 mm), 1/4"-20 (M6) Tap	20				
11	Component Clamp for Ø1/2" Posts, 1/4"-20 (M6) Taps	3				
12	Slip-On Post Collar for Ø1/2" Posts	10				
13	Thin Slip-On Post Collar for Ø1/2" Posts, 5 Pack	1				
14	Swivel Post Clamp, 360° Continuously Adjustable	3				
15	Right Angle Post Clamp, Fixed 90° Adapter	10				
16	Right-Angle End Clamp for Ø1/2" Posts, 1/4"-20 (M6) Stud and 3/16" (5 mm) Hex	5				
17	Anti-Rotation Alignment Key for TR Series Posts	5				

18	Locking Ball and Socket Mount, 8-32 (M4) Threaded	3				
19	Ø1/2" Post Spacer, 1 mm Thick, 5 Pack	1				
20	Ø1/2" Post Spacer, 3 mm Thick, 5 Pack	1				
21	Ø1/2" Post Spacer, 5 mm Thick, 5 Pack	1				
22	Ø1/2" Post Spacer, 10 mm Thick, 5 Pack	1				
23	9 Drawer Stackable Cabinet	1				
3. SM1-Threaded Precision Kinematic Mirror Mount for Ø1" Optics, 3 Adjusters		10				
	Description					
1	Thick Back Plate and Stiffer Springs to Provide Increased Stability					
2	±4° of Pitch and Yaw Adjustment					
3	Lockable Adjusters					
4	Vacuum-Compatible SM1-Threaded Mount for Ø1" Optical Mount					
5	Mounting Holes at 90°					
4. SM2-Threaded Precision Kinematic Mirror Mount for Ø2" Optics, 3 Adjusters		2				
	Description					
1	Thick Back Plate and Stiffer Springs to Provide Increased Stability					
2	±4° of Pitch and Yaw Adjustment					
3	Lockable Adjusters					
4	Differential Adjuster Versions					
5	SM-Threaded Options Available for Ø1/2", Ø1", and Ø2" Optical Mounts					
6	Vacuum-Compatible SM1-Threaded Mount for Ø1" Optical Mount					
7	Mounting Holes at 90° Enable Left-Handed or Right-Handed Operation					

8	Off-Center Mounting Options					
5. Drawer Cabinet		3				
	Description					
1	Drawer Dimensions (L x W x H): 2.36" x 10.56" x 2.18" (59.9 mm x 268.2 mm x 55.4 mm)					
2	Cabinet Dimensions (L x W x H): 17.00" x 11.00" x 11.00" (431.8 mm x 279.4 mm x 279.4 mm)					
3	56 Drawer Dividers Included					
4	Color: Gray					
6. Ø1" Motorized Precision Rotation Stage (Metric) Bundled with DC Servo Motor Driver and Power Supply		2				
	Description					
1	Continuous 360° Motorized Rotation					
2	25 arcsec Minimum Incremental Motion					
3	Rotational Velocity: 25 Degree/Second					
4	Compatible with SM Lens Tubes and 30 mm Cage Systems					
7. 15 piece Metric wrench Kit with stand		3				
	Description					
1	Balldrivers and Hex Keys for General Use					
2	Non-Magnetic Hex Keys					
3	Tabletop and Breadboard-Mountable Organizers					
4	Color-Coded and Thumbscrew Hex Keys					
8. M6 x 1.0 Cap Screw and Hardware Kit		1				
	Constituents	Quantity				
1	M6 x 1.0 SS* Cap Screw, Thread Length: 10 mm	60				
2	M6 x 1.0 SS* Cap Screw, Thread Length: 12 mm	55				
3	M6 x 1.0 SS* Cap Screw, Thread Length: 16 mm	87				

4	M6 x 1.0 SS* Cap Screw, Thread Length: 20 mm	75				
5	M6 x 1.0 SS* Cap Screw, Thread Length: 25 mm	62				
6	M6 x 1.0 SS* Cap Screw, Thread Length: 30 mm	51				
7	M6 x 1.0 SS* Cap Screw, Thread Length: 35 mm	50				
8	M6 x 1.0 SS* Cap Screw, Thread Length: 45 mm	43				
9	M6 x 1.0 SS* Setscrew, Thread Length: 12 mm	150				
10	M6 x 1.0 SS* Setscrew, Thread Length: 20 mm	65				
11	M6 SS* Nut	120				
12	M6 SS* Washer, Outer Diameter: 0.500"	220				
9. M4 x 0.7 Setscrew and Hardware Kit		1				
Constituents		Quantity				
1	M4 x 0.7 SS* Setscrew, 4 mm Long	495				
2	M4 x 0.7 SS* Setscrew, 5 mm Long	330				
3	M4 x 0.7 SS* Setscrew, 6 mm Long	330				
4	M4 x 0.7 SS* Setscrew, 10 mm Long	185				
5	M4 x 0.7 SS* Setscrew, 12 mm Long	165				
6	M4 x 0.7 SS* Setscrew, 16 mm Long	100				
7	M4 x 0.7 SS* Setscrew, 20 mm Long	55				
8	M4 x 0.7 SS* Setscrew, 25 mm Long	55				
9	2 mm Hex Key for M4 Setscrews	10				
10. M4 x 0.7 Cap Screw and Hardware Kit		1				
Constituents		Quantity				
1	M4 x 0.7 SS* Cap Screw, Thread Length: 6 mm	80				
2	M4 x 0.7 SS* Cap Screw, Thread Length: 10 mm	60				

3	M4 x 0.7 SS* Cap Screw, Thread Length: 12 mm	45				
4	M4 x 0.7 SS* Cap Screw, Thread Length: 20 mm	30				
5	M4 x 0.7 SS* Cap Screw, Thread Length: 25 mm	28				
6	M4 x 0.7 SS* Cap Screw, Thread Length: 30 mm	22				
7	M4 x 0.7 SS* Cap Screw, Thread Length: 40 mm	25				
8	M4 SS* Nut	95				
9	M4 SS* Washer, Outer Diameter: 0.375"	250				
11. M6 x 1.0 Setscrew and Hardware Kit		1				
Constituents		Quantity				
1	M6 x 1.0 SS* Setscrew, 6 mm Long	140				
2	M6 x 1.0 SS* Setscrew, 10 mm Long	86				
3	M6 x 1.0 SS* Setscrew, 12 mm Long	66				
4	M6 x 1.0 SS* Setscrew, 16 mm Long	46				
5	M6 x 1.0 SS* Setscrew, 20 mm Long	35				
6	M6 x 1.0 SS* Setscrew, 25 mm Long	34				
7	M6 x 1.0 SS* Setscrew, 30 mm Long	33				
8	M6 x 1.0 SS* Setscrew, 35 mm Long	28				
9	3 mm Hex Key for M6 Setscrews	10				
12. Translating Lens Mount for Ø1" Optics, 1 Retaining Ring Included, Metric		12				
Description						
1	Provides Precision XY Travel					
2	Slip-Plate, Adjuster-Screw, Micrometer, or Differential Drive Translation Modes					
3	Post Mountable via One or More 8-32 (M4) Tapped Holes					
13. Lens Mount with Retaining		12				

Ring for Ø1" Optics, M4 Tap						
Description						
1	Internally and Externally SM-Threaded Mounts					
2	Retaining Rings for Securing Optics in Place					
3	Drop-In Alignment Plates for Fast Beam Alignment					
4	Spanner Wrenches for Safe and Easy Optic Placement					
14. Lens Mount with Retaining Ring for Ø2" Optics, M4 Tap		4				
Description						
1	Internally and Externally SM-Threaded Mounts					
2	Retaining Rings for Securing Optics in Place					
3	Drop-In Alignment Plates for Fast Beam Alignment					
4	Spanner Wrenches for Safe and Easy Optic Placement					
15. Lens Mount with Retaining Ring for Ø1/2" Optics, M4 Tap		4				
Description						
1	Internally and Externally SM-Threaded Mounts					
2	Retaining Rings for Securing Optics in Place					
3	Drop-In Alignment Plates for Fast Beam Alignment					
4	Spanner Wrenches for Safe and Easy Optic Placement					
16. Lab Light		3				
Description						
1	Bright, Long-Lasting LED Lamp					
2	Mountable with Clamp					
17. Frosted Glass Alignment disk		2				
Description						
1	1500 Grit Ground Glass on Both Sides Drilled Centering Hole					
18. Cage Alignment Plates		2				
Description						
1	Quick, Drop-In Beam					

	Alignment Tools					
2	Ø0.9 mm, Ø1 mm, or Ø5 mm Through Hole Aligned at Center of Compatible Cage System					
19. Alignment Plate for Ø1/2" Fixed Optic Mounts		3				
	Description					
1	Quick, Drop-In Visual Beam Alignment Tool					
2	Ø1 mm Through Hole					
20. Alignment Plate for Ø1" Fixed Optic Mounts		3				
	Description					
1	Quick, Drop-In Visual Beam Alignment Tool					
2	Ø1 mm Through Hole					
21. 500 nW- 500mW power Meter		3				
	Description					
1	Includes Console, Sensor, and Mounting Components					
2	Consoles Compatible with C-Series Sensors					
3	Large, Easy-to-Read Digital Display					
4	USB 2.0 Port for Control via PC with Optical Power Monitor Software					
5	Rechargeable Battery					
6	3.5 mm Jack or SMA Output (0 to 2 V) on Consoles for Monitoring Signal					
22. Compact CCD Spectrometers		1				
	Description					
1	Auto Compensation for Dark Current Noise					
2	Amplitude Corrected and Shipped with Calibration Report					
3	High-Speed USB Connection					
4	Trigger Input for External Synchronization (TTL)					
5	16-Bit A/D-Converter					
6	3648 Pixel CCD Line Array					
7	Includes Multimode Fiber					

	Patch Cable					
23. Spanner Wrench for Ø1/2" Posts and Ø1" Posts		3				
	Description					
1	Compatible with Ø1/2" Posts and Ø1" Posts					
24. Spanner Wrenches						
	Description					
1	Spanner Wrench for an M6 x 0.5 Optics Housing, Length = 1"	1				
2	Spanner Wrench for an M8 x 0.5 Optics Housing, Length = 1"	1				
3	Spanner Wrench for an M9 x 0.5 Optics Housing, Length = 1"	1				
4	Spanner Wrench for an M12 x 0.5 Optics Housing, Length = 1"	1				
25. Kinematic Mirror Mount for Ø1" Optics		10				
	Description					
1	Mounts Ø1" Optics at Least 0.12" (3 mm) Thick					
2	Optic Held with a Nylon-Tipped Setscrew					
3	Angular Range: $\pm 4^\circ$					
4	Resolution: 8 mrad (0.5°) per Revolution					
5	Two Counterbored #8 (M4) Through Holes Allow for Left- or Right-Handed Orientation					
6	5/64" (2.0 mm) Hex Sockets in Lead Screws					
26. Ø1" Broadband Dielectric Mirror, 400 - 750 nm, 10 Pack		4				
	Description					
1	Fused Silica Substrates					
2	Ravg > 99% for S- and P-Polarization for Angles of Incidence from 0 to 45°					
3	Designed for CW and Nanosecond Lasers					
27. Ø2" Broadband Dielectric		4				

Mirror, 400 - 750 nm						
	Description					
1	Fused Silica Substrates					
2	Ravg > 99% for S- and P-Polarization for Angles of Incidence from 0 to 45°					
3	Designed for CW and Nanosecond Lasers					
28. Cage Assembly Rod, 6" Long, Ø6 mm, 4 Pack		4				
	Description					
1	Ø6 mm Precision-Ground Stainless Steel					
2	4-40 Removable Setscrew at Both Ends					
29. Cage Assembly Rod, 12" Long, Ø6 mm		8				
	Description					
1	Ø6 mm Precision-Ground Stainless Steel					
2	4-40 Removable Setscrew at Both Ends					
30. 30 mm Cage Plate with Ø1" Double Bore, M4 Tap		12				
	Description					
1	Double Bore for Ø1" Optics					
2	Directly Mounts Optical Components Within a 30 mm Cage System Assembly					
3	Post Mountable via 8-32 (M4) Tapped Hole					
4	Nylon-Tipped Locking Setscrew					
31. Cage Rotation Mount for Ø1" Optics, SM1 Threaded, M4 Tap		4				
	Description					
1	360° of Continuous Rotation, Lockable					
2	2° Graduations on Dial, Labeled Every 20°					
3	Accepts Ø1" (Ø25.4 mm) or Ø25.0 mm Optics					
4	Maximum Optic Thickness: 0.37" (9.4 mm)					
5	Minimum Optic Thickness:					

	0.31" (7.9 mm)					
32. Cage Rotation Mount for Ø1" Optics, Double Bored with Setscrew, M4 Tap		4				
	Description					
1	Accepts Ø1" or Ø25.0 mm Optics					
2	360° Coarse Rotation, Lockable					
3	Precise Positioning of Wave Plates, Polarizers, and Other Polarization Optics					
4	2° Graduations on Dial, Labeled Every 20°					
33. CCD Camera, 1280 x 1024 Resolution, Color, USB 2.0		2				
	Description					
1	1280 x 1024 Pixel Color Version					
2	1/3" Image Sensor with Square Pixels					
3	Global Shutter					
4	Universal Trigger Input					
5	SDK and Programming Interfaces Provide Support for: <ul style="list-style-type: none"> • C, C++, C#, and Visual Basic .NET APIs • LabVIEW, MATLAB, and µManager Third-Party Software 					
34. CCD Camera, 1280 x 1024 Resolution, B&W, USB 2.0		2				
	Description					
1	1280 x 1024 Pixel B&W Version					
2	1/3" Image Sensor with Square Pixels					
3	Global Shutter					
4	Universal Trigger Input					
5	SDK and Programming Interfaces Provide Support for: <ul style="list-style-type: none"> • C, C++, C#, and Visual Basic .NET APIs • LabVIEW, MATLAB, and µManager Third-Party Software 					
35. Metal Grounding Wrist Strap, 6" Circumference, 12 ft Coiled Cord		4				

	Description					
1	Expandable Metal Strap with 12' Grounding Wire					
2	Adjustable Fabric Strap with 6' Grounding Wire					
36. Negative 1951 USAF Test Target, 3" x 3"		2				
	Description					
1	3" x 3" (76.2 mm x 76.2 mm) Targets Offer Resolution up to 4.4 μ m per Line Pair					
2	Conforms to MIL-S-150A Standard					
37. Fourier Transform Optical Spectrum Analyzer, 350 - 1100 nm		1				
	Description					
1	Operated by Included Windows® Laptop with Pre-Installed Software <ul style="list-style-type: none"> • Straightforward, Intuitive, and Responsive Interface • Real-Time Math Operations and Statistical Analysis • Libraries for LabVIEW™, Visual C++, Visual C#, and Visual Basic 					
38. Right-Handed 45° Angle Clamp for Ø1/2" Posts, 5 mm Hex, 5 Pack		1				
	Description					
1	Rigid Construction Accessories Required for Many Complex 3D Assemblies					
2	Mounting Joists Provide Space-Saving Platform for Multiple Optical Mounts					
39. HeNe Laser, 632.8 nm, 21 mW, Polarized, 100 - 240 VAC Power Supply Included		2				
	Description					
1	21.0 mW, 632.8 nm Central Wavelength					
2	Linear, 500:1 Polarization					
3	Includes External Power					

	Supply					
4	Integrated Shutters and Remote Interlock Connections					
40. HeNe Laser, 632.8 nm, 10 mW, Polarized, 100 - 240 VAC Power Supply Included		4				
	Description					
1	10 mW, 632.8 nm Central Wavelength					
2	Linear (500:1 polarization Ratio)or Random Polarized Output Beams					
3	Includes External Power Supply					
4	Integrated Shutters and Remote Interlock Connections					
41. Ø1.5" Dynamically Damped Post, 14" Long, Metric		6				
	Description					
1	Ø1.5" 1026 DOM Carbon Steel Posts Designed to Reduce Vibrations					
2	Lead-Free Damping Weight Design for Shorter Damping Times Compared to Solid Stainless Steel Posts					
3	Nickel-Plated Steel with Matte Finish for Long Life					
4	Permanent Mounting Base with Four 1/4" (M6) Counterbores					
42. Post Kinematic V-Clamp Mount, Metric, One PM4/M Clamping Arm Included		6				
	Description					
1	±10° of Coarse Pitch Control					
2	Accepts Cylindrical Objects Ranging in Diameter from 0.33" to 2.04" (6.5 mm to 51.9 mm)					
3	Includes Quick-Release Handle for Easy Mounting to Ø1.5" Posts					
43. Slim Photodiode Power Sensor, Si, 400 - 1100 nm, 500 mW		1				

	Description					
1	Fast Response Time and High Resolution					
2	C-Series Connector Design for Quick Sensor Connection					
3	Over-Temperature Alert Sensor					
4	Individually Calibrated with Certificate of Calibration Plus Embedded Calibration Curve and Sensor Settings					
44. Active Legs, 700 mm (27.5") High, Set of Four		4				
	Description					
1	Active Vertical and Horizontal Vibration Isolating Supports					
2	Oil-Free Design					
3	High Load Capacity: 2,500 kg (5,500 lbs)					
4	Compatible with Nexus® Optical Tables					
5	Self-Leveling Valves Keep the Optical Table at a Constant Height with Fast Settling Times					
6	Extremely Low Resonant Frequency: <ul style="list-style-type: none"> • Vertical: 1.25 Hz • Horizontal: 1.0 Hz 					
45. Nexus Optical Table, 1.5 m x 3 m x 310 mm, M6 x 1.0 Mounting Holes		4				
	Description					
1	Thickness: 310 mm (12.2")					
2	1/2" (12.5 mm) Hole Border for Maximum Usable Area					
3	Top Skin: ±0.1 mm (±0.004") Surface Flatness over any 1 m² (11 ft²) Area					
4	5 mm Stainless Steel Top and Bottom Skins with All-Steel Side Panels					
5	Steel-to-Steel Bonding Throughout Increases Thermal Stability					

46. Free space to PM Fiber Launch system		4				
	Description					
1	Ideal for Ø150 to Ø341 µm Bare Fibers					
2	Variable Pressure Clamping Arm					
3	4 mm Travel Adjustment Range					
4	Includes 300 µm Fine Adjustment at 50 µm per Revolution					
5	RMS-Threaded Bracket for Objective Lenses					
47. Scanning Fabry-Perot Interferometer, 350-535 nm, 1.5 GHz FSR		1				
	Description					
1	Analyze Fine Spectral Features of CW Lasers					
2	Free Spectral Range of 1.5 or 10 GHz					
3	Factory-Calibrated Finesse					
4	Ultrastable Athermal Invar® Cavity					
5	SMA- or BNC-Coupled for Connection to an Oscilloscope					
48. Scanning Fabry Perot Interferometer, 535-820 nm, 1.5 GHz FSR		1				
	Description					
1	Analyze Fine Spectral Features of CW Lasers					
2	Free Spectral Range of 1.5 or 10 GHz					
3	Factory-Calibrated Finesse					
4	Ultrastable Athermal Invar® Cavity					
5	SMA- or BNC-Coupled for Connection to an Oscilloscope					
49. Control Box for Scanning Fabry-Perot Interferometers, 230 VAC Power Cord		2				
	Description					
1	Analyze Fine Spectral Features					

	of CW Lasers					
2	Free Spectral Range of 1.5 or 10 GHz					
3	Factory-Calibrated Finesse					
4	Ultrastable Athermal Invar® Cavity					
5	SMA- or BNC-Coupled for Connection to an Oscilloscope					
50. Ø25.0 mm SM1-Mounted Linear Polarizer, 510 - 800 nm		4				
	Description					
1	High Extinction Ratio and Laser Damage Threshold					
2	Mounted in SM-Threaded Housing					
3	Resistant to UV Radiation and Chemicals					
51. Ø25.0 mm SM1-Mounted Linear Polarizer, 480 - 550 nm		4				
	Description					
1	High Extinction Ratio and Laser Damage Threshold					
2	Mounted in SM-Threaded Housing					
3	Resistant to UV Radiation and Chemicals					
52. 1" Polarizing Beamsplitter Cube, 420 - 680 nm		4				
	Description					
1	Extinction Ratio • TP:TS > 1000:1					
53. 1" Polarizing Beamsplitter Cube, 620 - 1000 nm		4				
	Description					
1	Extinction Ratio • TP:TS > 1000:1					
54. 50:50 Non-Polarizing Beamsplitter Cube, 400 - 700 nm, 1"		4				
	Description					
1	Broadband AR-Coated Faces for 400 - 700 nm					
2	Broadband Beamsplitter Coating on Internal Diagonal Surface					

3	N-BK7 Substrate					
55. Kinematic Prism Mount, 25.4 mm Deep, M4 Taps		4				
	Description					
1	Kinematic Vertical or Horizontal Mounting Surfaces					
2	Mount Prisms, Beamsplitters, Non-Standard Optics, Fixed Optic Mounts, or Wavefront Sensors					
3	$\pm 3^\circ$ or $\pm 4^\circ$ of Tip and/or Tilt Adjustment					
4	Compatible with Optical Posts					
56. Large Adjustable Clamping Arm, M4 Threaded Post		4				
	Description					
1	Kinematic Vertical or Horizontal Mounting Surfaces					
2	Mount Prisms, Beamsplitters, Non-Standard Optics, Fixed Optic Mounts, or Wavefront Sensors					
3	$\pm 3^\circ$ or $\pm 4^\circ$ of Tip and/or Tilt Adjustment					
4	Compatible with Optical Posts					
57. 48.6 mm x 48.6 mm Kinematic Platform Mount		4				
	Description					
1	Kinematic Vertical or Horizontal Mounting Surfaces					
2	Mount Prisms, Beamsplitters, Non-Standard Optics, Fixed Optic Mounts, or Wavefront Sensors					
3	$\pm 3^\circ$ or $\pm 4^\circ$ of Tip and/or Tilt Adjustment					
4	Compatible with Optical Posts					
58. Ø1" 50:50 UVFS Plate Beamsplitter, Coating: 400 - 700 nm, t = 5 mm		4				
	Description					
1	Beamsplitter Coating on Front Surface: 400 - 700 nm					
3	Antireflection (AR) Coating on Back Surface: 400 - 700 nm					

4	UV Fused Silica Substrate					
5	30 arcmin Wedged Back Surface					
59. Ø1" Mounted Achromatic Quarter-Wave Plate, SM1-Threaded Mount, 350 - 850 nm		4				
	Description					
1	Spectrally Flat Retardance					
2	Air-Spaced Design					
3	Constructed by aligning Crystalline Quartz Plates with Either Magnesium Fluoride or UV Sapphire Plates					
60. Ø1" Mounted Achromatic Half-Wave Plate, SM1-Threaded Mount, 400 - 800 nm		4				
	Description					
1	Spectrally Flat Retardance					
2	Air-Spaced Design					
3	Constructed by aligning Crystalline Quartz Plates with Either Magnesium Fluoride or UV Sapphire Plates					
61. Right-Angle Clamp for Ø1/2" Posts, 5 mm Hex, 5 Pack		1				
	Description					
1	Rigid Construction Accessories Required for Many Complex 3D Assemblies					
2	Mounting Joists Provide Space-Saving Platform for Multiple Optical Mounts					
62. XY Translator with Micrometer Drives, Metric		4				
	Description					
1	Flexure Design for Maximum Stability					
2	Stainless Steel Construction					
3	SM05 (0.535"-40) Compatible					
4	±0.25 mm Range in X and Y Directions					
5	Resolution: 200 µm/rev					
63. Ø1" Mounted Precision Pinhole, 5 ± 1 µm Pinhole Diameter		4				
	Description					

1	Chrome-Plated Fused Silica Pinhole Wheel					
64. Ø1" Mounted Precision Pinhole, 10 ± 1 µm Pinhole Diameter		4				
	Description					
1	Chrome-Plated Fused Silica Pinhole Wheel					
65. Ø1" Mounted Precision Pinhole, 15 ± 1.5 µm Pinhole Diameter		4				
	Description					
1	Chrome-Plated Fused Silica Pinhole Wheel					
66. Ø1" Mounted Precision Pinhole, 20 ± 2 µm Pinhole Diameter		4				
	Description					
1	Chrome-Plated Fused Silica Pinhole Wheel					
67. Ø1" Mounted Precision Pinhole, 30 ± 2 µm Pinhole Diameter		4				
	Description					
1	Chrome-Plated Fused Silica Pinhole Wheel					
68. Pockels Cell, 425 - 700 nm		2				
	Description					
1	Longitudinal Pockels Cell					
2	Wedged Windows for 0° Offset and Minimal Back Reflection					
69. Adaptive Optics Kit with Aluminum-Coated Multi-DM (140 Actuators) and CCD Shack-Hartmann WFS		1				
	Description					
1	Complete Kit and Software for Out-of-the-Box Wavefront Measurement and Control					
2	The Kit to Include: <ul style="list-style-type: none"> • Continuous Surface Deformable Mirror • Shack-Hartmann Wavefront Sensor • Laser Diode Module (635 nm) • All Imaging Optics and Associated Mounting Hardware 					

	<ul style="list-style-type: none"> Fully Functional Standalone Control Software for Windows 					
70. $f = 8.00$ mm, NA = 0.5, Mounted Geltech Aspheric Lens, AR: 350 - 700 nm		4				
	Description					
1	Molded Glass Aspheric Lenses					
2	Focus or Collimate Light Without Introducing Spherical Aberration					
3	Engraved with the Item number					
4	Broadband AR Coating for 350 - 700 nm					
71. $f = 8.00$ mm, NA = 0.5, Mounted Geltech Aspheric Lens, AR: 600 - 1050 nm		4				
	Description					
1	Molded Glass Aspheric Lenses					
2	Focus or Collimate Light Without Introducing Spherical Aberration					
3	Engraved with the Item number					
4	Broadband AR Coating for 600 - 1050 nm					
72. 20X Olympus Plan Achromat Objective, 0.4 NA, 1.2 mm WD		2				
	Description					
1	Infinity-Corrected Plan Fluorite Design					
2	Ideal for Imaging or Focusing Laser Light					
3	RMS (0.800"-36) Threading					
4	Designed for a Tube Lens Focal Length of 180 mm					
5	45.06 mm Parfocal Length					
73. 40X Olympus Plan Achromat Objective, 0.65 NA, 0.6 mm WD		2				
	Description					
1	Infinity-Corrected Plan Fluorite Design					
2	Ideal for Imaging or Focusing Laser Light					

3	RMS (0.800"-36) Threading					
4	Designed for a Tube Lens Focal Length of 180 mm					
5	45.06 mm Parfocal Length					
74. N-BK7 Plano-Convex Lens, Ø1", f = 50.0 mm, AR Coating: 350 - 700 nm		4				
	Description					
1	Material: N-BK7					
2	AR-Coated for the 350 - 700 nm Range					
75. N-BK7 Plano-Convex Lens, Ø1", f = 100.0 mm, AR Coating: 350 - 700 nm		4				
	Description					
1	Material: N-BK7					
2	AR-Coated for the 350 - 700 nm Range					
76. N-BK7 Plano-Convex Lens, Ø1", f = 150.0 mm, AR Coating: 350 - 700 nm		4				
	Description					
1	Material: N-BK7					
2	AR-Coated for the 350 - 700 nm Range					
77. N-BK7 Plano-Convex Lens, Ø1", f = 200.0 mm, AR Coating: 350 - 700 nm		4				
	Description					
1	Material: N-BK7					
2	AR-Coated for the 350 - 700 nm Range					
78. N-BK7 Plano-Convex Lens, Ø1", f = 300.0 mm, AR Coating: 350 - 700 nm		4				
	Description					
1	Material: N-BK7					
2	AR-Coated for the 350 - 700 nm Range					
79. f=50 mm, Ø1" UVFS Bi-Convex Lens, ARC: 350 - 700 nm		4				
	Description					
1	AR-Coating for the 350 - 700 nm Range					
2	Fabricated from UV Grade					

	Fused Silica					
80. Ø1" N-BK7 Bi-Concave Lens, SM1-Mounted, f =-50 mm, ARC: 350-700 nm		4				
	Description					
1	Material: N-BK7					
2	AR Coating Wavelength Range: 350 - 700 nm					
3	Mounted in SM-Compatible Lens Cells					
4	Spherical Surface Irregularity: $\lambda/4$					
81. N-BK7 Plano-Concave Lens, Ø1", f = -50.0 mm, AR Coating: 350-700 nm		4				
	Description					
1	Material: N-BK7					
2	AR Coated for the 350 - 700 nm Range					
82. Ø1" N-BK7 Negative Meniscus Lens, f = -100 mm, ARC: 350-700 nm		2				
	Description					
1	Ø1" Negative Meniscus Lenses Fabricated from N-BK7 Glass					
2	AR Coated for the 350 - 700 nm Range					
3	Spherical Surface Power: $3\lambda/2$					
4	Spherical Surface Irregularity: $\lambda/4$					
83. Ø1" N-BK7 Negative Meniscus Lens, f = -200 mm, ARC: 350-700 nm		2				
	Description					
1	Ø1" Negative Meniscus Lenses Fabricated from N-BK7 Glass					
2	AR Coated for the 350 - 700 nm Range					
3	Spherical Surface Power: $3\lambda/2$					
4	Spherical Surface Irregularity: $\lambda/4$					
84. Ø1" N-BK7 Positive Meniscus Lens, f = 100 mm, ARC: 350 - 700 nm		2				
	Description					

1	Ø1" Positive Meniscus Lenses Fabricated from N-BK7 Glass					
2	AR Coated for the 350 - 700 nm Range					
3	Spherical Surface Power: $3\lambda/2$					
4	Spherical Surface Irregularity: $\lambda/4$					
85. Ø1" N-BK7 Positive Meniscus Lens, f = 200 mm, ARC: 350 - 700 nm		2				
	Description					
1	Ø1" Positive Meniscus Lenses Fabricated from N-BK7 Glass					
2	AR Coated for the 350 - 700 nm Range					
3	Spherical Surface Power: $3\lambda/2$					
4	Spherical Surface Irregularity: $\lambda/4$					
86. Detector Card, 400 - 640 nm, 800 - 1700 nm		2				
	Description					
1	Detect Radiation as Low as 1 nW/cm ²					
2	Absorption Wavelength Range(s) or Sensitivity Curve Printed on Card					
87. Detector Card, 700 - 1400 nm		2				
	Description					
1	Detect Radiation as Low as 1 nW/cm ²					
2	Absorption Wavelength Range(s) or Sensitivity Curve Printed on Card					
88. Laser Safety Glasses, Amber Lenses, 11% Visible Light Transmission, Comfort Style		2				
	Description					
1	Absorptive Dye Encased in Hardened Polycarbonate Lenses (Resistant to Breaking)					
2	Protection Lasts for a Minimum of 10 seconds at Maximum EN 207 Rated Exposure					
3	Certificates of Conformity for					

	Compliance with: <ul style="list-style-type: none"> ANSI Z136.1 Standards for Safe Use of Lasers ANSI Z87.1-2003 Standards for Occupational and Educational Personal Eye and Face Protection Devices EN 207 Standards EN 208 Laser Alignment Standards 					
89. Laser Safety Glasses, Dark Blue Lenses, 12% Visible Light Transmission, Universal Style		4				
	Description					
1	Absorptive Dye Encased in Hardened Polycarbonate Lenses (Resistant to Breaking)					
2	Protection Lasts for a Minimum of 10 seconds at Maximum EN 207 Rated Exposure					
3	Certificates of Conformity for Compliance with: <ul style="list-style-type: none"> ANSI Z136.1 Standards for Safe Use of Lasers ANSI Z87.1-2003 Standards for Occupational and Educational Personal Eye and Face Protection Devices EN 207 Standards EN 208 Laser Alignment Standards 					
90. Laser Safety Glasses, Dark Blue Lenses, 12% Visible Light Transmission, Comfort Style		4				
	Description					
1	Absorptive Dye Encased in Hardened Polycarbonate Lenses (Resistant to Breaking)					
2	Protection Lasts for a Minimum of 10 seconds at Maximum EN 207 Rated					

	Exposure					
3	Certificates of Conformity for Compliance with: <ul style="list-style-type: none"> • ANSI Z136.1 Standards for Safe Use of Lasers • ANSI Z87.1-2003 Standards for Occupational and Educational Personal Eye and Face Protection Devices • EN 207 Standards • EN 208 Laser Alignment Standards 					
91. Laser Safety Glasses, Dark Blue Lenses, 12% Visible Light Transmission, Sport Style		4				
	Description					
1	Absorptive Dye Encased in Hardened Polycarbonate Lenses (Resistant to Breaking)					
2	Protection Lasts for a Minimum of 10 seconds at Maximum EN 207 Rated Exposure					
3	Certificates of Conformity for Compliance with: <ul style="list-style-type: none"> • ANSI Z136.1 Standards for Safe Use of Lasers • ANSI Z87.1-2003 Standards for Occupational and Educational Personal Eye and Face Protection Devices • EN 207 Standards • EN 208 Laser Alignment Standards 					
92. Laser Safety Goggles, Dark Blue Lenses, 12% Visible Light Transmission, Modern Goggle Style		4				
	Description					
1	Absorptive Dye Encased in Hardened Polycarbonate Lenses (Resistant to Breaking)					

2	Protection Lasts for a Minimum of 10 seconds at Maximum EN 207 Rated Exposure					
3	Certificates of Conformity for Compliance with: <ul style="list-style-type: none"> • ANSI Z136.1 Standards for Safe Use of Lasers • ANSI Z87.1-2003 Standards for Occupational and Educational Personal Eye and Face Protection Devices • EN 207 Standards • EN 208 Laser Alignment Standards 					
93. Optical Chopper System with MC1F10HP 10/100 Slot (36°) Chopper Blade, 230 VAC Power Cord		2				
	Description					
1	Crystal-Stabilized, Phase-Locked Feedback Loop Suppresses Low Frequency Drift and Phase Jitter					
2	Harmonic, Subharmonic, and Fractional Harmonic Chopping with Sum and Difference Reference Outputs					
3	Microprocessor Controlled					
4	Save and Recall User Setups in Non-Volatile RAM					
5	USB Interface					
6	Control Software Package to be Included					
94. 1400 µL Micro Cuvette with Cap, 2 Pack		1				
	Description					
1	Crafted from UV Fused Quartz Glass					
2	Versions with Two or Four Polished Windows for Spectroscopy Use					
3	Standard 12.5 ± 0.2 mm Square Profile with 10 mm					

	Transmitted Path Length					
4	Include PTFE Top Caps or Airtight Stoppers					
95. 3500 µL Macro Cuvette with Cap, 2 Pack		1				
	Description					
1	Crafted from UV Fused Quartz Glass					
2	Versions with Two or Four Polished Windows for Spectroscopy Use					
3	Standard 12.5 ± 0.2 mm Square Profile with 10 mm Transmitted Path Length					
4	Include PTFE Top Caps or Airtight Stoppers					
96. Adhesive Mat, 30 Sheets - 24" x 36" (609.9 mm × 914.4 mm)		2				
	Description					
1	30 Transparent Adhesive-Coated Sheets					
2	Sheet Dimensions: 24" × 36" (609.9 mm × 914.4 mm)					
3	Adheres to Clean, Dry Floor					
97. Polarization-Maintaining FC/PC Fiber Optic Patch Cables, 2 m (460 - 700 nm)		2				
	Description					
1	Narrow Key (2.0 mm) Aligned to Slow Axis					
2	Typical Return Loss of 50 dB (40 dB Min)					
3	Ceramic Radiused Ferrules (UPC)					
4	Ø3 mm Protective Outer Jacket					
5	Test Report to be Included with Each Cable					
98. Polarization-Maintaining FC/PC Fiber Optic Patch Cables, 1 m (460 - 700 nm)		2				
	Description					
1	Narrow Key (2.0 mm) Aligned to Slow Axis					
2	Typical Return Loss of 50 dB (40 dB Min)					

3	Ceramic Radiused Ferrules (UPC)					
4	Ø3 mm Protective Outer Jacket					
5	Test Report to be Included with Each Cable					
99. Shearing Interferometer with a 25.4-50 mm Beam Diameter Shear Plate		1				
	Description					
1	Magnetically Coupled Kinematic Design Allows Shear Plates to be Interchanged Quickly					
2	Metric Threaded Mounting Holes					
100. Caution Laser Safety Sign, 10" x 14"		3				
	Description					
1	Lightbox with LED Light Guide Panel					
2	Laser Interlock Features Integrated into Lightbox					
3	Signs for ANSI-Certified Signal Words "Caution"					
4	Signs Designed to Meet IEC and ANSI Laser Safety Standards					
101. Danger Laser Safety Sign, 10" x 14"		3				
	Description					
1	Lightbox with LED Light Guide Panel					
2	Laser Interlock Features Integrated into Lightbox					
3	Signs for ANSI-Certified Signal Words "Danger"					
4	Signs Designed to Meet IEC and ANSI Laser Safety Standards					
102. Class 4 Danger Laser Safety Sign, 10" x 14"		1				
	Description					
1	Lightbox with LED Light Guide Panel					
2	Laser Interlock Features					

	Integrated into Lightbox					
3	Signs for ANSI-Certified Signal Words "Danger"					
4	Signs Designed to Meet IEC and ANSI Laser Safety Standards					
103. Notice Laser Safety Sign, 10" x 14"		3				
	Description					
1	Lightbox with LED Light Guide Panel					
2	Laser Interlock Features Integrated into Lightbox					
3	Signs for ANSI-Certified Signal Words "Notice"					
4	Signs Designed to Meet IEC and ANSI Laser Safety Standards					
104. Warning Laser Safety Sign, 10" x 14"		3				
	Description					
1	Lightbox with LED Light Guide Panel					
2	Laser Interlock Features Integrated into Lightbox					
3	Signs for ANSI-Certified Signal Words "Warning"					
4	Signs Designed to Meet IEC and ANSI Laser Safety Standards					
105. Class 3B Warning Laser Safety Sign, 10" x 14"		1				
	Description					
1	Lightbox with LED Light Guide Panel					
2	Laser Interlock Features Integrated into Lightbox					
3	Signs for ANSI-Certified Signal Words "Warning"					
4	Signs Designed to Meet IEC and ANSI Laser Safety Standards					
106. Class 4 Warning Laser Safety Sign, 10" x 14"		1				
	Description					

1	Lightbox with LED Light Guide Panel					
2	Laser Interlock Features Integrated into Lightbox					
3	Signs for ANSI-Certified Signal Words "Warning"					
4	Signs Designed to Meet IEC and ANSI Laser Safety Standards					
107. LED Lightbox for 10" x 14" Laser Safety Signs, 100 - 240 VAC		3				
	Description					
1	Lightbox with LED Light Guide Panel					
2	Laser Interlock Features Integrated into Lightbox					
3	Signs for ANSI-Certified Signal Words: Notice, Caution, Warning, or Danger					
4	Signs Designed to Meet IEC and ANSI Laser Safety Standards					
108. f = 18.40 mm, NA = 0.15, Mounted Geltech Aspheric Lens, AR: 600 - 1050 nm		4				
	Description					
1	Molded Glass Aspheric Lenses					
2	Focus or Collimate Light Without Introducing Spherical Aberration					
3	Engraved with the Item number					
4	Broadband AR Coating for 600 - 1050 nm					
109. f = 18.40 mm, NA = 0.15, Mounted Geltech Aspheric Lens, AR: 350 - 700 nm		4				
	Description					
1	Molded Glass Aspheric Lenses					
2	Focus or Collimate Light Without Introducing Spherical Aberration					
3	Engraved with the Item number					

4	Broadband AR Coating for 600 - 1050 nm					
110. Handi-Pads 4" x 8" (4" x 4" Folded), 100 Wipes per Package		3				
	Description					
1	Pure Cotton, Non-Woven, Low Lint, Absorbent					
2	100 Pads per Pack					
3	Nominal Single Sheet Dimension: 4" x 8" (100 mm x 200 mm)					
111. Lens Tissues, 25 Sheets per Booklet, 50 Booklets in a Closeable Box		2				
	Description					
1	Extremely Soft, Premium Grade Sheets					
2	Single Sheet Dimension: 4.9" x 2.9" (124 x 73 mm)					
3	Meets U.S. Government Lens Tissue Specification A-A-50177B					
112. Angled Forceps, Solid Stainless Steel		5				
	Description					
1	Fabricated from Solid Stainless Steel					
2	Straight and Angled Versions Availability					
3	Locking Grip Ideal for use with Lens Tissue Paper for Optics Cleaning					
113. Optic Tweezers with Stainless Steel Body and Polyolefin Tips		1				
	Description					
1	Stainless Steel or Nylon Tweezers					
2	Manual Vacuum Pick-Up Tool Kit					
114. Vacuum Pick-Up Tool (Vacuum Tweezers), Set of 10 Interchangeable Tips		1				
	Description					
1	Stainless Steel or Nylon					

	Tweezers					
2	Manual Vacuum Pick-Up Tool Kit					
115. Medium Powder-Free Latex Gloves, Qty. 100 Gloves		5				
	Description					
1	100% natural rubber					
2	BPA free, allergy-free and oil resistance					
3	Powder free					
4	Conforms to ASTM D3578 and EN455 medical standard					
116. Large Kinematic V-Clamp Mount, Metric		1				
	Description					
1	V-Clamp Range: Ø0.08" (Ø2.0 mm) to Ø0.82" (Ø20.8 mm)					
2	Post Mountable Via M4 Counterbore					

Notes:

1. Tenderers will be expected to provide product information (brochures showing features of equipment). The information will be used to confirm conformity to our specifications as described above.
2. Successful tenderer will be expected to provide:
 - a) **Manuals** for the equipment (as applicable)
 - b) **Warranties** for the equipment (as applicable): 12 months on parts and labour

We the undersigned submit our tender for the above specified equipment amounting to USD. _____ In words: _____

Our delivery Period should be _____ weeks

Our tender will remain valid for _____ days (not less than 120 days) from the date of Tender opening.

Signature of the Tenderer: _____ Date _____

Position in the Company: _____

Company Seal: _____

SECTION VI: TECHNICAL SPECIFICATION

6.1 GENERAL

- 6.1.1. These specifications describe the basic minimum requirements for equipment. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc. for the products they intend to supply.
- 6.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specific requirement.
- 6.1.3 All the dimensions and capacities of the equipment to be supplied should not be less than those required in these specifications. Deviations from the basic requirements, if any, should 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 should be found critical to the use and operation of the products
- 6.1.4 The tenderers are requested to present information along with their offers as follows:
- (i) Shortest possible delivery period of each product
 - (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses

6.2 Technical Specifications for the equipment quoted for.

The minimum specifications for the equipment quoted for should be met. Failure to meet any of the technical specific features will lead to disqualification. However, Minor deviations (+ or - 5%) from the standard specification provided for each item that do not materially affect the functionality of the machines will be waved at the discretion of the procuring entity.

- 6.3 The equipment should be quoted as separate entities but with universality to be interlinked if from different suppliers.

SECTION VII: STANDARD FORMS

Notes on the Standard Forms:

7.1 **Form of Tender**

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

7.2 **Confidential Business Questionnaire Form**

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

7.3 **Tender Security Form**

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

7.4 **Contract Form**

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

7.5 **Manufacturer's Authorization Form**

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

7.6 **Self Declaration forms**

- a) Bidder not debarred in the matter of PPAD Act 2015 – **Form SD1**
- b) Bidder shall not engage in any corrupt or fraudulent practice - **Form SD2**

7.7 Letter of Notification of Award - to be filled by Multimedia University of Kenya

7.8 FORM RB 1

7.1 **FORM OF TENDER**

Tender No. _____

To: Vice Chancellor
Multimedia University of Kenya
P.O. Box 15653 – 00503
NAIROBI

Dear Sir,

2. Having examined the tender documents including Addenda Nos.
..... *[insert numbers]*. the receipt of which is hereby duly
acknowledged, we, the undersigned, offer to **Supply of Laboratory Equipment for the
National Institute for Optics & Lasers (NIOL)** in conformity with the said tender
documents for the sum of

.....(Amount of Tender)

In words,

.....

3. 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 and complete the works in weeks.

4. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent
to 10% of the Contract Price for the due performance of the Contract, in the form
prescribed by Multimedia University of Kenya.

5. We agree to abide by this Tender for a period of 120 days from the date fixed for tender
opening of the Instructions to tenderers, and it should remain binding upon us and may
be accepted at any time before the expiration of that period.

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

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

Name of Contractor:

Signature of the first Director

Address.....

.....

Date.....

Signature of the second Director

Address.....

.....

Date.....

Company Seal

.....

.....

7.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM (COMPANY PROFILE)

(You are advised that it is a serious offence to give false information under this section as it may render your bid being automatically disqualified)

PART I: GENERAL INFORMATION

- a) The questionnaire must be fully and comprehensively completed in all respects.
- b) Information given by the applicant should be treated in strict confidence.
- c) Any information given and later found to be incorrect should lead to disqualification of the Tenderer.
- d) Deliberately incorrect information leads to disqualification of the application.
- e) Canvassing will lead to automatic disqualification of the applicant.

PART II: BIDDER DETAIL

The purpose of this section is to provide the required background information of the bidder organization.

1)	Provide documentary evidence of the registered name and number of your company and date of Registration.		
	Company Name	Company Registration Number	Registration Date
	Country of Registration		
2)	Give full details of your Bankers.		

PART III: CONTACT PERSON(S) DETAIL

3)	Provide the contact person (s) name(s), addresses, phone numbers etc.	
	Contact Person Name	
	Landline Telephone Number	
	Cellular Telephone Number	
	Facsimile Telephone Number	
	E-mail	
	Postal Address	
	Physical Address	
4)	Please provide evidence of the registered street and postal address of the bidding organization	
	Registered Street Address	Registered Postal Address your organization
	LR No.	
5)	Please provide evidence of current registration with relevant regulatory body within your industry, if any.	

PART IV: BIDDER ORGANIZATION PROFILE

6)	Who owns your organization? Provide details of the holding company and the main shareholders indicating percentage of shares held.
----	--

7)	What is your organization's primary business activity? Provide a list with the estimated percentage of revenue earned from each of the primary business activities.
----	---

PART V: BIDDING ORGANISATION'S CLIENT BASE

The purpose of this section is to get a view of the number and profile of customers that the bidding organization has.

The Bank intends to contact these customers when checking references. You should be expected to state any objections. If not stated, you should be deemed to have authorized the Bank to contact these customers.

8)	Please provide references from your major clients where you have successfully carried out similar or comparable assignment.
----	---

PART VI: BIDDER'S STANDARD CONTRACTS

9)	Provide details of the preferred payment plan if not contained in the standard contract supplied.
----	---

PART VII: VERIFICATION OF BUSINESS SUSTAINABILITY

<p>10)</p> <p>11)</p>	<p>Can the Bidder supply certified audited financial statements for the last two financial years? The supply of these financial statements will be mandatory for your tender to be considered responsive.</p> <p>Are you currently involved in any litigation or arbitration (or any other legal process which may result in legal or financial liability)?</p> <p>If yes, what is the financial exposure as a result of the litigation, arbitration or other legal process and on what basis has this financial exposure been calculated?</p> <p>If yes, what other exposure could result from the litigation, arbitration or other legal process and will this financial or other exposure materially prejudice the bidder's financial position or its ability to successfully and timeously implement any contract which may be awarded to it pursuant to this Tender?</p>												
<p>12)</p>	<p>Have you ever:</p> <table border="1"> <thead> <tr> <th data-bbox="272 1247 777 1388">Question</th> <th data-bbox="777 1247 1295 1325">Response</th> </tr> </thead> <tbody> <tr> <td data-bbox="272 1388 777 1493">Forfeited any payment on a contract?</td> <td data-bbox="777 1388 1295 1493"></td> </tr> <tr> <td data-bbox="272 1493 777 1598">Been declared in default of a contract?</td> <td data-bbox="777 1493 1295 1598"></td> </tr> <tr> <td data-bbox="272 1598 777 1703">Negotiated the premature termination of a contract?</td> <td data-bbox="777 1598 1295 1703"></td> </tr> <tr> <td data-bbox="272 1703 777 1873">Had an uncompleted contract assigned to another solution provider?</td> <td data-bbox="777 1703 1295 1873"></td> </tr> </tbody> </table>		Question	Response	Forfeited any payment on a contract?		Been declared in default of a contract?		Negotiated the premature termination of a contract?		Had an uncompleted contract assigned to another solution provider?		
Question	Response												
Forfeited any payment on a contract?													
Been declared in default of a contract?													
Negotiated the premature termination of a contract?													
Had an uncompleted contract assigned to another solution provider?													

PART VIII: CERTIFICATION

I/We do hereby certify that the above information is correct in all respects.

FULL NAME:

DESIGNATION/POSITION:

SIGNATURE:

DATE:

COMPANY NAME AND ADDRESS:

.....

.....

SEAL:

7.3 TENDER SECURITY FORM – (BANK GUARANTEE)

(To Be Submitted On Bank’s Letterhead)

Date:

To:

Vice Chancellor
Multimedia University of Kenya,
P.O Box 30099 – 00100,
Nairobi, Kenya.

WHEREAS (*name of the Tenderer*) (*hereinafter called “the Tenderer”*) has submitted its Tender dated for the supply, installation and commissioning of..... (*please insert MMU tender no. and name*) (*hereinafter called “the Tender”*);

KNOW ALL PEOPLE by these presents that **WE**.....ofhaving our registered office at.....(*hereinafter called “the Bank”*), are bound unto the Multimedia University of Kenya (*hereinafter called “MMU” which expression shall where the context so admits include its successors-in-title and assigns*) in the sum of for which payment well and truly to be made to the said MMU, the Bank binds itself, its successors, and assignees by these presents.

We undertake to pay you, upon your first written demand declaring the Tenderer to be in breach of the tender requirements and without cavil or argument, the entire sum of this guarantee being (*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 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 date below.

This guarantee is valid until theday of.....20.....

EITHER

SEALED with the)	
COMMON SEAL)	
of the said BANK)	_____
thisday)	BANK SEAL
of20....))
in the presence of :-)	

_____)
_____) and in
the presence of:-)
_____))
_____)

OR

SIGNED by the **DULY** **AUTHORISED**
REPRESENTATIVE(S)/ ATTORNEY(S) of
the **BANK**

Name(s) and Designation of duly authorised representative(s)/ attorney(s) of the Bank

Signature(s) of the duly authorised person(s)

NOTES TO TENDERERS AND BANKS

- 1. Please note that no material additions, deletions or alterations regarding the contents of this Form shall be made to the Tender Security to be furnished by the Tenderer. If any are made, the Tender Security shall not be accepted and shall be rejected by MMU. For the avoidance of doubt, such rejection will be treated as non-submission of the Tender Security where such Security is required in the tender.*
- 2. It is the responsibility of the Tenderer to sensitize its issuing bank on the need to respond directly and expeditiously to queries from MMU. The period for response shall not exceed three (3) days from the date of MMU's query. Should there be no conclusive response by the Bank within this period, such Tenderer's Tender Security shall be deemed as invalid and the bid rejected.*
- 3. The issuing bank should address its response or communication regarding the bond to MMU at the following e-mail address – **vc@mmu.ac.co.ke** AND **procurement@mmu.ac.ke***
- 4. The Tender validity period is One Hundred Fifty Days (150) days as set out in the Invitation to Tender (at Section I of the Tender document) or as otherwise may be extended by MMU. Therefore the Tender Security must at all times be valid for at least 30 days beyond the tender validity period.*

TENDER SECURITY - (LETTERS OF CREDIT)

The Mandatory Conditions to be included in the Letters are in two parts, A and B.

Part A

Form of Documentary credit - “Irrevocable Standby”

Applicable rules - “Must be UCP Latest Version” i.e. UCP 600 (2007 REVISION) ICC Publication No. 600.

Place of expiry - At the counters of the advising bank.

The SBLC should be available – “By Payment”

Drafts should be payable at - “SIGHT”

Documents required -

1. Beneficiary’s signed and dated statement demanding for payment under the letter of credit no..... (*Insert LC No.*) as.....(*Name of applicant*) (hereinafter called the “Tenderer”) indicating that the “Tenderer” has defaulted in the obligations of the Tenderer as stated by the Beneficiary.
2. The Original Letter of Credit and all amendments, if any.

Additional Conditions -

1. All charges levied by any bank that is party to this documentary credit are for the account of the applicant.
2. There should be no conditions requiring compliance with the specific regulations or a particular country’s Law and regulations.

Charges - All bank charges are for the account of the applicant.

*Confirmation instructions – (See notes below)

Part B

The proceeds of these Letters are payable to MMU -

- a) if the Tenderer withdraws its Tender after the deadline for submitting Tenders but before the expiry of the period during which the Tenders must remain valid.
- b) if the Tenderer rejects a correction of minor deviations that do not materially alter the tender.
- c) if the Tenderer fails to enter into a written contract in accordance with the Tender Document
- d) if the successful Tenderer fails to furnish the performance security in accordance with the Tender Document.
- e) if the Tenderer fails to extend the validity of the tender security where MMU has extended the tender validity period in accordance with the Tender Document.

NOTES TO TENDERERS AND BANKS.

1. *Please note that should the Tender Security (LC) omit any of the above conditions the LC shall not be accepted and shall be rejected by MMU. For the avoidance of doubt, such rejection will be treated as non-submission of the LC where such LC is required in the Tender.*
2. *It is the responsibility of the Tenderer to sensitize its issuing bank on the need to respond directly and expeditiously to any queries from MMU. The period for response shall not exceed three (3) days from the date of MMU's query. Should there be no conclusive response by the Bank within this period, such Tenderer's Tender Security shall be deemed as invalid and the bid rejected.*
3. ***The issuing bank should address its response or communication regarding the bond to MMU at the following e-mail address – vc@mmu.ac.ke AND procurement@mmu.ac.ke***
4. *The Tender validity period is One Hundred and Fifty (150) days as set out in the Invitation to Tender (at Section I of the Tender document) or as otherwise may be extended by MMU. Therefore the Tender Security must at all times be valid for at least 30 days beyond the tender validity period.*
5. *All Guarantees issued by foreign banks must be confirmed by a local bank in Kenya.*

7.4 CONTRACT FORM

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions should have the same meanings as are
respectively assigned to them in the Conditions of Contract referred to:
2. The following documents should 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 tenderer hereby covenants with the Procuring entity to provide
the goods and to remedy the defects therein in conformity in all respects with the
provisions of this Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the
provisions of the goods and the remedying of defects therein, the Contract Price or such
other sum as may become payable under the provisions of the Contract at the times and in
the manner prescribed by the contract.

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

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

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

7.5 MANUFACTURER'S AUTHORIZATION FORM

To [name of the Procuring entity]

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

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

[signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should
be signed by an authorized person.

7.6 SELF DECLARATION FORMS

FORM SD1 : SELF DECLARATION FORMS

(r.47)

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I,, of Post Office Box being a resident of In the Republic of do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of Tender No. for(insert tender title/description) for(insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is mentioned to hereinabove is true to the best of my knowledge, information and belief.

.....
(Title) (Signature) (Date)

Bidder Official Stamp

FORM SD2: SELF DECLARATION FORMS

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I,of P. O. Box being a resident of in the Republic of do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of

..... (Insert name of the Company) who is a Bidder in respect of Tender No. For (Insert tender title/description) for(insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(insert name of the Procuring entity) which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(name of the procuring entity)

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender

5. THAT what is mentioned to hereinabove is true to the best of my knowledge information and belief.

.....
(Title) (Signature) (Date)

Bidder's Official Stamp

7.7. 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 should be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

7.8 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 of20.....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...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on
day of20.....

SIGNED

Board Secretary