

MULTIMEDIA UNIVERSITY OF KENYA



MMU is ISO 9001:2015 CERTIFIED

TENDER DOCUMENT FOR TWO (2) YEAR FRAMEWORK CONTRACT

TENDER NAME: SUPPLY AND DELIVERY OF CHEMICALS,
REAGENTS, APPARATUS & PACKAGING MATERIALS

TENDER No: MMU/CR/18/2021-2022/2022-2023

CLOSING DATE : THURSDAY 10TH JUNE, 2021 AT 10:30 A.M

NATIONAL OPEN TENDER

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1.1 SECTION I - INVITATION TO TENDER

TENDER NAME: SUPPLY & DELIVERY OF CHEMICALS, REAGENTS, APPARATUS & PACKAGING MATERIALS

The Multimedia University of Kenya (MMU) invites sealed tenders from eligible candidates for the **Supply and Delivery of Chemicals, Reagents, Apparatus & Packaging Materials** for a period of **Two Years (24 months)** subject to satisfactory performance during the first 12 months.

Interested eligible candidates may obtain further information from and inspect the tender documents at the Procurement Office, Multimedia University of Kenya (MMU), main campus Mbagathi, during normal working hours.

A complete set of tender documents may be obtained by interested candidates from the Procurement Office, Multimedia University of Kenya (MMU), during normal working hours upon payment of a non - refundable tender fee of Kshs. 1,000.00. The document may also be **viewed and downloaded from the Multimedia University of Kenya (MMU)'s website www.mmu.ac.ke or PPIP portal www.tenders.go.ke**. Bidders who download the tender document will be required to pay any fee. All payments shall be made to the Multimedia University of Kenya (MMU)'s cash office based at the ground floor, Administration building. Upon payment of the tender fee, bidders are required to obtain an official receipt from the Cash Office and immediately forward their particulars to the Procurement Office for records and for the purposes of receiving any further tender clarifications and/or addendums.

Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings and should remain valid for **120 days**.

Tenderers will be required to submit a **Tender Security of KES 50,000.00** either from a Bank or Insurance Company approved by PPRA with a validity of **150 days** from the date of tender opening.

Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the **tender box** provided at The Multimedia University of Kenya or be addressed to:

The Vice Chancellor
Multimedia University of Kenya
P.O. BOX 15653 - 00503, NAIROBI, KENYA. MAGADI ROAD
Tel. +254 20 2071391, Fax: +254 20 2071247

so as to be received on or before **Thursday 10th June, 2021 at 10.30am.**

Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at the ground floor Admin conference hall, Administration Building, Main Campus, Mbagathi.

**VICE CHANCELLOR
MULTIMEDIA UNIVERSITY OF KENYA (MMU)**

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

2.2 Eligible Goods

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and Multimedia University of Kenya, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4 The Tender Document

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

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

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

2.5 Clarification of Documents

- 2.5.1 A prospective tenderer requiring any clarification of the tender document may notify Multimedia University of Kenya in writing or by post at the entity's address indicated in the Invitation to Tender. The MMU 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 Multimedia University of Kenya. 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 Multimedia University of Kenya shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.6 Amendment of Documents

- 2.6.1 At any time prior to the deadline for submission of tenders, Multimedia University of Kenya, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.
- 2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.
- 2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, Multimedia University of Kenya, 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 Multimedia University of Kenya, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation

of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.8 Documents Comprising of Tender

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

2.9 Tender Forms

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

2.10 Tender Prices

- 2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract
- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.
- 2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22
- 2.10.4 The validity period of the tender shall be 120 days from the date of opening of the tender.

2.11 Tender Currencies

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

2.12 Tenderers Eligibility and Qualifications

- 2.12.1 Pursuant to paragraph 2.1. the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to Multimedia University of Kenya's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

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

- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

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

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

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

- (a) a detailed description of the essential technical and performance characteristic of the goods;
- (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by Multimedia University of Kenya; and
- (c) a clause-by-clause commentary on Multimedia University of Kenya's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

- 2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.
- 2.14.2 The tender security shall be in the amount of 0.5 - 2 per cent of the tender price.
- 2.14.3 The tender security is required to protect Multimedia University of Kenya against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7
- 2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to Multimedia University of Kenya and valid for thirty (30) days beyond the validity of the tender.
- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by Multimedia University of Kenya 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 Multimedia University of Kenya.
- 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 Multimedia University of Kenya on the Tender Form; or
 - (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.27
 - or
 - (ii) to furnish performance security in accordance with paragraph 2.28

2.15 Validity of Tenders

- 2.15.1 Tenders shall remain valid for 120 days or as specified in the Invitation to Tender after the date of tender opening prescribed by Multimedia University of Kenya, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by Multimedia University of Kenya as non-responsive.
- 2.15.2 In exceptional circumstances, Multimedia University of Kenya may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

- 2.16.1 Multimedia University of Kenya shall prepare two copies of the tender, clearly marking each “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.17 Sealing and Marking of Tenders

- 2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.
- 2.17.2 The inner and outer envelopes shall:
- (a) be addressed to Multimedia University of Kenya at the address given in the Invitation to Tender:
 - (b) bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE,” **(Thursday 10th June, 2021 at 10.30am)**
- 2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.
- 2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, Multimedia University of Kenya 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 Multimedia University of Kenya at the address specified under paragraph 2.17.2 no later than **(Thursday 10th June, 2021 at 10.30am)**.
- 2.18.2 Multimedia University of Kenya 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 Multimedia University of Kenya and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 Modification and Withdrawal of Tenders

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

of the tenders, is received by Multimedia University of Kenya prior to the deadline prescribed for submission of tenders.

- 2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.19.3 No tender may be modified after the deadline for submission of tenders.
- 2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7
- 2.19.5 Multimedia University of Kenya may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.6 Multimedia University of Kenya shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.20 Opening of Tenders

- 2.20.1 Multimedia University of Kenya will open all tenders in the presence of tenderers' representatives who choose to attend, at (**Thursday 10th June, 2021 at 10.30am**) and in the location specified in the Invitation to Tender.

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

- 2.20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as Multimedia University of Kenya, at its discretion, may consider appropriate, will be announced at the opening.
- 2.20.3 Multimedia University of Kenya 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 Multimedia University of Kenya may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.21.2 Any effort by the tenderer to influence Multimedia University of Kenya in Multimedia University of Kenya's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination

- 2.22.1 Multimedia University of Kenya will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail
- 2.22.3 Multimedia University of Kenya 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 2.24 Multimedia University of Kenya 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. Multimedia University of Kenya'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 Multimedia University of Kenya 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, Multimedia University of Kenya will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

- 2.24.1 Multimedia University of Kenya will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22
- 2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 2.24.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Preference

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

2.26 Contacting Multimedia University of Kenya

- 2.26.1 Subject to paragraph 2.21 no tenderer shall contact Multimedia University of Kenya on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.26.2 Any effort by a tenderer to influence Multimedia University of Kenya in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.27 Award of Contract

(a) Post-qualification

- 2.27.1 In the absence of pre-qualification, Multimedia University of Kenya will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as Multimedia University of Kenya deems necessary and appropriate.
- 2.27.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event Multimedia University of Kenya will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

- 2.27.4 Multimedia University of Kenya will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

(c) Multimedia University of Kenya's Right to Vary quantities

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

(d) Multimedia University of Kenya's Right to Accept or Reject Any or All Tenders

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

2.28 Notification of Award

- 2.28.1 Prior to the expiration of the period of tender validity, Multimedia University of Kenya will notify the successful tenderer in writing that its tender has been accepted.
- 2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties
- 2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.30, Multimedia University of Kenya will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.29 Signing of Contract

- 2.29.1 At the same time as Multimedia University of Kenya notifies the successful tenderer that its tender has been accepted, Multimedia University of Kenya will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 2.29.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to Multimedia University of Kenya.

2.30 Performance Security

- 2.30.1 Within Thirty (30) days of the receipt of notification of award from Multimedia University of Kenya, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to Multimedia University of Kenya.
- 2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.30 or paragraph 2.31 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event Multimedia University of Kenya may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

- 2.31.1 Multimedia University of Kenya requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of Multimedia University of Kenya, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive Multimedia University of Kenya of the benefits of free and open competition;

- 2.31.2 Multimedia University of Kenya will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.31.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

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

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers: Suppliers of Chemicals, Reagents, Apparatus & Packaging Material registered in Kenya
2.2.2	Price to be charged for tender documents. Kshs. 1,000 for those who purchase the tender document directly from Multimedia University of Kenya and FREE for those who download the document.
2.10	Particulars of other currencies allowed. None
2.11	Particulars of eligibility and qualifications documents of evidence required. Please see Mandatory requirements under Evaluation Criteria
2.12	<p>The Documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;</p> <ul style="list-style-type: none"> • Registered offices and evidence of business premises. • A valid Tax compliance certificate which will be verified by KRA TCC checker Evidence • That the tenderer has legal capacity to enter into a contract for the procurement • Evidence that the tenderer is not insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing; • The person is not debarred from participating in procurement proceedings
2.14	<p>Particulars of Tender Security:</p> <p>Tender Security of KES 50,000.00 either from a Bank or Insurance Company approved by PPRA with a validity of 150 days from the date of tender opening.</p>
2.15	Validity of Tenders 120 days after date of Tender Opening.
2.17	Copies of Tender Documents to be Submitted: An original and one (1) copy
2.18	<p>Address of Receiving Tenders: Completed Tender Documents should be deposited in the tender box provided at MULTIMEDIA UNIVERSITY OF KENYA</p> <p style="text-align: center;">P.O BOX 15653 - 00503</p> <p style="text-align: center;">NAIROBI, KENYA</p>
2.18	Bulky tenders that will not fit in the tender box shall be delivered to the Procurement Department

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.22	Evaluation and comparison of Tenders: The Evaluation Criteria on page 19 shall be applied not withstanding any other requirement in the tender documents.
2.24	Particulars of post - qualification if applicable. MMU may inspect the premises and confirm details
2.24.4	Award Criteria: The firm achieving the lowest evaluated price will be awarded the contract.
Other's as necessary	Complete as necessary. None

EVALUATION CRITERIA

Evaluation on bids will be conducted in three stages

STAGE 1: Preliminary Examination of Tender

S/NO	MANDATORY REQUIREMENTS	Responsive or Not Responsive
MR1	Certificate of Incorporation or Registration	
MR2	Copy of valid KRA Tax Compliance Certificate /exemption certificate	
MR3	Confidential Business Questionnaire - duly filled	
MR4	Copy of valid CR12 showing the shareholders of the firm, citizenship or a list of directors of shareholders, shareholding and citizenship or a sworn affidavit of the directors of the company. NB/Sole proprietors should attach a copy of their ID	
MR5	Copy of Valid Single Business Permit	
MR6	Tender Security of KES 50,000.00 either from a Bank or Insurance Company approved by PPRA with a validity of 150 days from the date of tender opening.	
MR7	Declaration that the Bidder shall not engage in any corrupt or fraudulent practice. The form must be duly signed by a person lawfully authorized (senior management) - Form SD2 (attached)	
MR8	Original & copies of tender document must be properly bound and pages serialized in line with Section 74 (1) (f) of the Public Procurement and Asset Disposal Act 2015 Pagination should be in format 1, 2, 3, 4.....to the last page. Tender with Repeated pages, missing page numbers and other inconsistencies will be rejected	
MR9	Duly signed Form of Tender	

Documentary evidence in form of copies must be provided for the requirements stated above. 100% compliance will be required to proceed to next evaluation stage. Failure to provide ANY of the requirements leads to disqualification.

NOTE: *The validity of mandatory documents shall be deemed valid as at the time of opening of Tenders.*

Stage II: Detailed Technical Evaluation criteria:

	Requirement /item Description	Marks	
1	Proof of Experience in Supply and Delivery of Chemicals, Reagents, Apparatus & Packaging Materials - copies of LPOs, award letters, contracts or Recommendation letters from your current or previous major reputable clients/firms with work of equivalent nature and volume for in the last 5 years. <ul style="list-style-type: none"> a) 1 client - 5 marks b) 2 clients - 10 marks c) 3 clients - 15 Marks d) 4 clients - 20 marks e) 5 clients - 25marks 	Recommendation Letters should have the following details:- <ul style="list-style-type: none"> • Signed, • Stamped, • physical location, • Postal address, • phone numbers, • Clients contacts name, • Duration of contract 	25 marks
2	Audited accounts (duly signed & stamped) for the Financial year, 2020, 2019 & 2018 (Each Year 5marks)		15 marks
3	Capacity to transport goods Firms to indicate mode of transport and proof of ownership	i. Owned transport (evidenced by logbook) - 10 Mks ii. Hired transport (lease agreement) - 5 Mks iii. Not Indicated - 0	10 marks
4	Product Technical Specification Prove of registration of Chemicals, Reagents, Apparatus & Packaging Materials - and confirmation of the efficacy, safety and quality of the drug the tenderer intends to supply. Tenderers must submit Original information literature, complete and in English language for each product that meets the technical specifications and representing the products quoted for in all characteristics and a summary of relevant product characteristics. The following will be evaluated at this stage: <ul style="list-style-type: none"> 1) Regulatory Approval (2mks) 2) International non-proprietary name [INN] or British Approved Name [BAN](2mks) 3) Acceptable compendia or monograph (BP, USP, French VIPAL, International Pharmacopoeia, Innovator products) 	Submit A SAMPLE with Instructions Manual	25 marks

	where applicable (2mks) 4) Name & address of manufacturer(2 mks) 5) Formulation, strength of active ingredients & unit of issue (2 mks) 6) Batch number, manufacture & expiry dates (2 mks) 7) Storage requirements (2 mks) 8) Direction for use including route of administration, instructions for reconstitution, dilution & stability information in English (2 mks) 9) Integrity of external & internal packages, labels & closures (2 mks) 10) Dispensing measures, accessories & ease of use (2 Mks) 11) Consistency & uniformity of formulation & colour (1 mks) 12) Marketing authorization (2 mks) 13) No documented poor quality report (1 mks)		
5	Company profile and location i. Provide a detailed company profile including the list of directors and key management staff together with their qualifications and experience and physical address must be submitted (5 Mks) ii. Qualification of key personnel. Attach CVs of at least five (5) key personnel to be involved in the assignment (10 Mks)	i. Company profile ii. Relevant certificates, testimonials and CVs MUST be attached.	15marks
6	ISO Certification	Attach copies of Certificates	10marks
TOTAL POINTS			100
PASS MARKS		70%	70

Only bidders who score 70points and above will be subjected to financial evaluation. Those who score below 70points will be eliminated at this stage from the entire evaluation process and will not be considered further.

Stage III: Financial Evaluation Criteria

Tenderers shall state their tender bid as detailed on price schedule / schedule of requirements. Tenders will be evaluated on the basis of this base price.

Evaluation will involve the following

a) Determination of evaluated price for each bid using the Following:

- i. Check for any arithmetic errors in the Tender
- ii. Conversion of all tender to same currency using a uniform exchange rate prevailing at the closing date of the Tender
- iii. Application of any discount offered on the tender
- iv. Comparison of prevailing actual market prices
- v. Establish if items quoted for are within prevailing market rates from the known retail outlets & Public Procurement Regulatory Authority price index.

Tenders shall be ranked according to their evaluated price and the successful tender shall be the tender with the lowest evaluated price per item from the bidders who qualify at the technical stage (70% points and above)

The comparison shall be of the price including all costs as well as duties and taxes payable in the provision of the services

Particulars of post - qualification

Multimedia University may inspect the premises and confirm details given in this tender

Award Criteria:

The firm achieving the lowest evaluated price will be awarded the contract.

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

In this contract the following terms shall be interpreted as indicated:

- a) The “contract” means the agreement entered into between MMU 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 goods to be provided by the contractor including materials and incidentals which the tenderer is required to provide to MMU under the Contract.
- d) The “Procuring entity” means the Multimedia University of Kenya (MMU) the organization sourcing for the services under this Contract.
- e) The “contractor” means the individual or firm supplying the goods under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

3.2 Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other part of contract.

3.3 Standards

The goods supplied under this Contract shall conform to the standards mentioned in the Schedule of requirements and SCC

3.4 Patent Right's

The tenderer shall indemnify MMU against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods/services under the contract or any part thereof.

3.5 Performance Security

- 3.5.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to MMU the performance security where applicable in the amount specified in Special Conditions of Contract.
- 3.5.2 The proceeds of the performance security shall be payable to MMU as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

- 3.5.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to MMU and shall be in the form of :
- a) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.
- 3.5.4 The performance security will be discharged by MMU and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.6 Inspections and Tests

- 3.6.1 MMU or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to MMU.
- 3.6.3 Should any inspected or tested goods fail to conform to the Specifications, MMU may reject the services, and the tenderer shall either replace the rejected goods or make alterations necessary to meet specification requirements free of cost to MMU.
- 3.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.7 Payment

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

3.8 Prices

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in MMU's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.9 Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with MMU's prior written consent.

3.10 Termination for Default

MMU 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 provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by MMU.
- (b) if the tenderer fails to perform any other obligation(s) under the Contract. if the tenderer, in the judgment of MMU has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

3.11 Termination for insolvency

MMU may at the anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to MMU.

3.12 Termination for convenience

MMU by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for MMU convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.13 Resolution of disputes

The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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.

3.14 Governing Language

The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

3.15 Force Majeure

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

3.16 Applicable Law.

The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC

3.17 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

A notice shall 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 shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract	Details
3.3	Standards	<p>1. The supplier warrants that the Goods supplied under the contract are new, unused and conforms to the specifications indicated in the Contract and/or Local Purchase Orders. The supplier further warrants that all Goods supplied under this contract shall have no defects, arising from design, materials or workmanship (except when the design and/or material is required by the University's specification) or from any act or omission of the tenderer that may develop under normal use of the supplied Goods in the Conditions prevailing in the University .</p> <p>2. If, for reasons attributed to the tenderer, these warranties are not attained in whole or in part. the supplier shall either:</p> <p>a) make such changes, modifications and/or additions to the goods or any part thereof as may be necessary in order to attain the contracted warranties specified in the contract at its own cost and expense and to carry out further performance tests to the satisfaction of the University , or</p> <p>b) Replace such Goods with the ones that conform to the specifications in the contract at his own costs</p>
3.6	Specify performance security if applicable	Not Applicable
3.7	Payment	<p>The supplier shall submit invoices to the University after goods have been inspected and received as per Section 3.6</p> <p>The credit period shall be between 30 - 60 days</p>

3.8	Specify price adjustments allowed	Not allowed except as provided by Section 139 of the Public Procurement and Asset Disposal Act 2015
3.13	Specify resolution of disputes	Arbitration Both parties shall endeavor to settle amicably any dispute or difference of any kind but should any such dispute or difference persist then it shall be settled in accordance with the arbitration Act 199 <u>5</u> .
3.16	Specify applicable law	Laws of Kenya
3.17	Indicate addresses of both parties	Client: Multimedia University of Kenya P.O. BOX 15653 - 00503, NAIROBI, KENYA. MAGADI ROAD
Other's as necessary	Complete as necessary	

SECTION V - TECHNICAL SPECIFICATIONS

5.1 Bidders should attach Catalogues for items quoted for as applicable

5.5 Sample (Where applicable)

- 5.5.1 A proper labeled sample of each items quoted must be delivered to Multimedia University of Kenya (MMU) at least one day before the closing date of the tender.
- 5.5.2 The sample including literature in English must be written in the normal or usual commercial packaging as registered by the Kenya Pharmacy and Poison's Board, and should be labeled in English.
- 5.5.3 Sample must not be expired or spoiled for the duration of the tender period.
- 5.5.4 On submitting product samples and all required document the bidder must complete in triplicate sample submission form and ascertain that the filed form is signed by a duly authorized officer of "MMU"..
- 5.5.5 The sample must be the same as the product available in the market. Physician or marketing sample will not be accepted. Samples written "not for sale", "physician sample" or "free sample" will not be evaluated.

Sample Submission

Sample submission form should be **filled in duplicate, original to accompany samples & copy attached to tender document**. All Samples must be submitted **at least** one day before date of tender closing and opening.

5.6 Product Specifications

- 5.6.1 All specifications stated on the tender sent to the University and confirmed on the purchase order must be adhered to, i.e. stated strength, pack size, manufacturer, labeling and markings, etc. If a different item, brand, manufacturer or strength other than the one stated on the purchase order is supplied without prior written agreement with the University, the goods will not be accepted.

SECTION VI

PRICE /REQUIREMENTS SCHEDULE

The contract for supply and delivery of **Chemicals, Reagents, Apparatus & Packaging Materials** will be for a period of two years. Orders will be placed as and when required during the contract period.

S/No .	DESCRIPTION	SPECIFICATION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	REMARKS
1	1-Bromo Butane	Assorted Sizes	Ltr	2.5ltr		
2	1,10 Phenolthroline		gm	25gms		
3	1-Pentene	Liquid	Ltr	5.0ltr		
4	2,4-Dinitrophenyl Hydrazine	Solid	gm	500gm		
5	2-Chloro-2-Methylpropane	Liquid	Ltr	2.5ltr		
6	2,Acetylpyridine	liquid		100ml		
7	2,2 Dipyridyl 2-pyridylhydrazone		gm	10gms		
8	4,4 Dimethyl 2,2 Dipyridyl 2-pyridylhydrazone	solid	gm	25gms		
9	4,pyriden carboaldehyde	solid	gm	100gms		
10	8,hydroxyquinoline		ml	100mls		
11	2,2 Bipyndyl	solid	gm	50gms		
12	2-Chlorobutane	Liquid	Ltr	2.5ltr		
13	Acetaldehyde	Liquid	Ltr	5ltrs		
14	Acetanilide	Solid	kg	1kg		
15	Acetone	liquid	Ltr	2.5ltr		
16	Acetic Acid	Liquid	Ltr	10.0 Ltrs		

17	Acetic Anhydride	Liquid	Ltr	2.5lts		
18	Acetylacetone	liquid	Ltr	2.5lts		
19	Aluminium paste	solid	gm	250gms		
20	Activated charcoal	solid	gm	500gms		
21	Acetyl Chloride A.R	Solid	kg	1kg		
22	Ammonium acetate	solid	gm	250gms		
23	Ammonia Solution A.R	Liquid	Ltr	5ltr		
24	Ammonium Chloride A.R	Solid	kg	1kg		
25	Ammonium Hydroxide A.R	Solid	kg	1kg		
26	Ammonium Molybdate A.R	Solid	kg	1kg		
27	Ammonium Persulphate A.R	Solid	kg	1kg		
28	Ammonium Thiocyanate A.R	Colourless, Deliquescent Crystals	kg	1kg		
29	Arsenous oxide	solid	gm	100gms		
30	Barium Chloride A.R	Solid	kg	1kg		
31	Benzoyl peroxide	liquid	ML	250ml		
32	Benzaldehyde A.R	Liquid	Ltr	2.5ltrs		
33	Boiling Tube Holders	Plastic	Pc	20 Pcs		
34	Boiling Tubes	Pyrex	Pc	1000pcs		
35	Bromine Water	Liquid	Ltr	1.0 Litre		
36	Cadmium nitrate	solid	gm	250gms		
37	Cadmium chloride	solid	gm	250gms		
38	Calcium Carbonate	Solid	kg	1kg		
39	Calcium Chloride	99% Minimum	kg	1kg		

40	Capillary Tube Or Delivery Tubings	Assorted Sizes	Pkt	2 Pkts		
41	Cetyl alcohol	Liquid	Ltr	1ltr		
42	Chrome Alum A.R	Solid	kg	1kg		
43	Chromium(11)Chloride A.R	Solid	kg	1kg		
44	Cobalt (11)acetate tetrahydrate	solid	gm	500gm		
45	Cobalt Chloride A.R	Solid	gm	500gm		
46	Cobalt hydroxide	solid	gm	250gms		
47	Cobalt(11)Nitrate A.R	Solid	kg	1 Kg		
48	Copper (11)Sulphate Pentahydrate A.R	Solid	kg	1kg		
49	Copper Carbonate A.R	Solid	kg	2kg		
50	Copper Chloride Dihydrate A.R	Solid	kg	1kg		
51	Copper Electrode	Thick About 10cm Tall with crocodile clips	Pkt	3pkts		
52	Copper Oxide A.R	Solid	kg	1kg		
53	Cotton wool		kg	5kg		
54	Copper Wire With Crocodile Clips		Pkt	5 Pkts		
55	Cyclohexane A.R	Liquid	Ltr	5ltr		
56	Dichloroacetate	liquid	Ltr	2.5ltr		
57	Dichloromethane A.R	Liquid	Ltr	5ltr		
60	Diethyl Ether A.R	Liquid	Ltr	5lts		
61	Diethylene Glycol A.R	Liquid	Ltr	5litres		

62	Edta Salt A.R	Solid	kg	1kg		
63	Ethanol Absolute GPR	liquid	Ltr	20ltrs		
64	Ethanal A.R	Liquid	Ltr	2.5ltr Each		
65	Ethyl hexanoic acid	liquid	Ltr	250ltr		
66	Ethanoic Acid A.R	Liquid	Ltr	2.5 Ltrs		
67	Ethyl acetate	liquid	Ltr	5ltrs		
68	Ethanol Absolute A.R	Liquid 99% Minimum	Ltr	10ltrs		
69	Ferrous Ammonium Sulphate A.R	Solid	kg	1kg		
70	Formaldehyde A.R	Liquid	Ltr	2ltr		
71	Formalin	liquid	Ltr	2.5ltr		
72	Formic Acid A.R	Liquid 99% Minimum	Ltr	5.0 Ltr		
73	General Purpose Detergent	Solution	Ltr	40 L		
74	Glyceral monosterate	Solid	gm	250gms		
75	Glacial Acetic Acid A.R	Liquid	Ltr	10.0 Ltrs		
76	Hexane A.R	Liquid	Ltr	10 Litres		
77	Hydrazinium Sulphate	Solid	kg	1kg		
78	Hydrochloric Acid A.R	Liquid	Ltr	10 Ltrs		
79	Hydrogen Peroxide A.R	Liquid 100 Vol.	Ltr	5ltrs		
80	Iron(111)Nitrate A.R	Solid	Kg	1kg		
81	Kerosene	Liquid	Ltr	2.5 Litres		
82	Laboratory Coats and boots	Cotton Xxl, boots adult sizes	Set	10pcs per each set		
83	Lead Acetate A.R	Solid	kg	1kg		

84	Lithium Chloride A.R	Solid	kg	1kg		
85	Magnesium Powder	Solid	kg	1kg		
86	Magnesium Carbonate A.R	Solid	kg	1kg		
87	Magnesium Chloride A.R	Solid	kg	1kg		
88	Magnesium Hydroxide A.R	Solid	kg	2kg		
89	Magnesium Metal Ribbon	Solid Rolls	Roll	10 Rolls		
90	Magnesium Oxide	Solid	kg	1kg		
91	Magnesium Sulphate A.R	Solid	kg	1kg		
92	Manganese (11)Sulphate A.R	Solid	kg	2kg		
93	Manganese(111)Chloride A.R	Solid	kg	2kg		
94	Measuring Cylinders-GRADUATED	50ml & 25ml (plastic)	Set	200 Pcs PER EACH SET		
95	Methanol A.R	Liquid	Ltr	10 Litres		
96	Methanol(Hplc Grade)	Liquid 99.9% Assay	Ltr	5.0 Ltr		
97	Methyl Ethanoate A.R	Liquid	Ltr	5.0 Litres		
98	Methyl Orange Indicator	Solid	gm	50gm		
99	Methyl Red Indicator	Solid	gm	50gm		
100	Naphthalene	Balls	Kg	2kg		
101	Nichrome Wire	Size 32	Roll	2 Rolls		
102	Nickel (11)Chloride A.R	Solid	kg	1kg		
103	Nickel nitrate	Solid	kg	1kg		
104	Nickel (11)Sulphate A.R	Solid	kg	1kg		

105	Nitric Acid A.R	Liquid	kg	5.0 Ltr		
106	Orthophosphoric Acid A.R	Liquid	Ltr	5.0 Ltrs		
107	Oxalic Acid A.R	Solid	kg	2kg		
108	Pasteur Pipettes			50 pcs		
109	Pentyne A.R	Liquid	Ltr	2.5litres		
110	Petroleum Jelly White Unilab	Solid	kg	2kg		
111	Petroleum Ether	Liquid	Ltr	10 Litres		
112	Phenolphthalein Indicator	“	gm	250gm		
113	Polyvinyl Alcohol A.R	Liquid	Ltr	5.0 Litres		
114	Potassium Chloride A.R	Solid	kg	1kg		
115	Potassium Dichromate A.R	Solid	kg	1kg		
116	Potassium Dihydrogen Phosphate A.R	Solid	kg	1kg		
117	Potassium Ferrocyanide A.R	Solid	kg	2kg		
118	Potassium Hexacyanoferate (111) A.R	Solid	kg	1kg		
119	Potassium Hydrogen Phthalate A.R	Solid 99%Minimum	kg	1kg		
120	Potassium Hydroxide	Solid	kg	1kg		
121	Potassium Iodide A.R	Solid	gm	500gm		
122	Potassium Nitrate A.R	Solid Minimum Assay 99%	kg	1kg		
123	Potassium Nitrite A.R	Solid	kg	2kg		
124	Potassium Permanganate A.R	Solid	kg	1kg		

125	Potassium Persulphate A.R	Solid	kg	1kg		
126	Potassium Sulphate A.R	Solid	kg	1kg		
127	Potassium Thiocyanate	Solid	kg	1kg		
128	Pronal-2-OL	Liquid	Ltr	5ltr		
129	Propan-1-OL	Liquid	Ltr	5ltr		
130	Rubber Corks	1 and 2 Holes To Fit Conical Flask 250 ml	Pc	20 pcs		
131	rubber corks	to fit 500ml Flask	Pc	20 pcs		
132	Salicylic Acid A.R	Solid	Kg	1kg		
133	Serological Pipettes		Pc	20 pcs		
134	Silver Nitrate A.R	Solid	gm	500gm		
135	Sodium Acetate A.R	Solid	kg	1kg		
136	Sodium Bismuthate A.R	Solid	kg	1kg		
137	Sodium Bisulfite A.R	Solid	kg	1kg		
138	Sodium Carbonate A.R	Solid 99%Minimum	kg	2kg		
139	Sodium Chloride A.R	Solid	kg	2kg		
140	Sodium Hydrogen Carbonate A.R	Solid 99%Minimum	kg	1kg		
141	Sodium Hydroxide A.R	Pellets	kg	3kg		
142	Sodium Metal, Zinc Metal And Potassium Metal	Solid	gm	50gm		
143	Sodium Molybdate A.R	Solid	kg	1kg		
144	Sodium Nitrate	Solid	kg	1kg		
145	Sodium Sulfide	Solid	kg	2kg		

146	Sodium Sulphite	Solid	kg	1kg		
147	Sodium Thiosulphate	Solid	kg	1kg		
148	Starch Indicator	Solid	ml	500ml		
149	Sulphur Powder	Solid	kg	1kg		
150	Sulphuric Acid A.R	Liquid	Ltr	10lts		
151	Table Cloths	Acid Resistant	Pc	100 pcs		
152	T-BUTANOL A.R	LIQUID	Ltr	5.0 LTRS		
153	Testubes	Pyrex	Pc	1000 pcs		
154	Thiourea, (H ₂ n)2c=S	Solid	kg	1kg		
155	Toluene	Liquid	Ltr	10ltr		
156	Trichloromethane	Liquid	Ltr	5ltr		
157	Tetrachloromethane	Liquid	Ltr	5 Litres		
158	Universal Indicators & Chart	Liquid	ml	500ml		
159	Urea	Solid	Kg	1kg		
160	volumetric flask pyrex	500mls, 1000mls, 2000mls	Set	20 pcs per each set		
161	Volumetric flask Pyrex	100mls, 50mls	Set	200 pcs per each set		
162	Conical Flasks	250ml Pyrex	Pc	50		
163	Whatmann Filter Papers	150mm Diameter	Pkt	1000 Packets		
164	Wooden Splints	Wooden	Box	3 Boxes		
165	Zinc Electrode	plates with crocodile clips	Pkt	3pkts		
166	Zinc Sulphate A.R	Solid	kg	1kg		
167	Zinc Carbonate A.R	Solid	kg	1 Kg		
168	INDUSTRIAL SOCKET	INDUSTRIAL	Pc	2PCS		

169	PESTLE AND MORTAR	PORCELAIN, Oversized pestles glazed to grinding surface.82MM DIAMETER	Pc	50PCS		
170	SURGICAL GLOVES	SURGICAL	Pkt	10PKT		

	CHEMISTRY LAB EQUIPMENT				
	DESCRIPTION	SPECIFICATION	QTY	UNIT PRICE	REMARKS
1	COD AND MULTIPARAMETER PHOTOMETER	HANNA HI 83099 or its equivalent ,TO MEASURE TURBIDITY,DO,PH,ISE	1.00		
2	GAS CHROMATOGRAPH	AGILENT/WATERS, PLUS ITS ACCESSORIES, INCLUSIVE OF INSTALLATION COST AND ONE YEAR MAINTENANCE COST	1.00		
3	FLAME PHOTOMETER	COLE -PARMER, DUAL CHANNEL FOR ALL ALKALI AND ALKALI EARTH METALS FLAME PHOTOMETER, PUMP, REGULATOR, STANDARDS, CLEANING SOLUTIONS, FUEL SUPPLY PROPANE /BUTANE . High-Capacity Vacuum Pump, with Gauge, Regulator, and Relief; 1.1 cfm, 25.5" Hg, 115 VAC	2.00		
4	GLASS CAPPILLARY TUBINGS	ASSORTED SIZES	100PCS		
5	REAGENT BOTTLES/STORAGE BOTTLES	GLASS BROWN AND COLOURLESS ASSORTED SIZES (250ML, 500ML, 1000ML, 2000ML)	10 PCS EACH		
6	FIRST AID KIT	COMPLETE FOR TERTIARY LEVEL USAGE	5 PCS		
7	WATER BATHS	STUART SWB2D, 15LITRES, CORROSSIVE RESISTANT TANK, DIGITAL SET AND DISPLAY OF TEMPERATURE, ADJUSTABLE SAFETY THERMOSTAT LARGE TEMP. RANGE	3.00		
8	CENTRIFUGE AND ITS ACCESSORIES, EPPENDORF	CENTRIFUGE 5430 R	2PCS		
9	LABORATORY BRUSHES	FOR BURETTES, FLASK, CYLINDER	50 EACH		
10	SAMPLE CONTAINER	WITH FLOW SEAL CAP OR SPOON CAP	50 PCS		
11	DROPPER BOTTLE	POLYSTOP,CLEAR GLASS,WITH STOPPER AND SOFT VINYL BULB	20 PCS		

12	DRYING RACKS AND DRAIN STANDS	COLE-PARMER,PS INCLUDES 72 V-SHAPED PEGS TO ACCOMMODATE MORE LABWARE,WALL MOUNT.	20PCS		
13	PORTABLE CONDUCTIVITY METER	HANNA	2PC		
14	PH/CONDUCTIVITY METERS	PH/CON 450 METER, MEASURES TDS, PH RESISTIVITY, TEMPERATURE AND CONDUCTIVITY, WITH COMBINATION PH/CON. SEPARATE PROBES, DIGITAL	10PC		
15	GENERAL PURPOSE AND SAFETY REFRIGERATOR	UPRIGHT (SINGLE DOOR) FOUR SHELVES, 20CUFT, TEMPERATURE RANGE 2 TO 10 C, INTERIOR(64BY 197 BY 91CM)	1PC		
16	COMBUSTION BOAT	HIGH ALUMINA	50 PCS		
17	METAL CRUCIBLES	ACID RESISTANT	20PCS		
18	CRYSTALLIZING DISHES	HIGH HEAT RESISTANCE	20PCS		
19	FORCEPS	STAINLESS STEEL,SCISSOR HANDLE	30PCS		
20	GLOVES	CHEMICAL RESISTANT PVA GLOVES, SIZE 10 LENGTH 66CM, ACID RESISTANT	5 PAIRS		
21	STIRRING HOT PLATE AND MULTIPOSITION STIRRERS	DIGITALVOLUME PER POSITION 500ML, REMOVABLE TRANSPARENT ANTISLIP COVER, SPEED UP TO 10RPM INCREMENTS, 15 STIRRING POSITIONS	10 PCS		
22	HEATING MANTLES	EM SERIES, CONTROLLED HEATING MANTLES, MAXIMUM TEMP.842 C, TWO COLORED LIGHTS INDICATOR.FLASK SIZE 500ML, 3 SAMPLES SIMUALTANEOUSLY	10PCS		
23	MOLECULAR MODELS KIT	GIANT SIZE WITH ATTACHMENT	5 SETS		
24	INDIVIDUAL ORGANIC MODEL SET	FAT,GLUCOSE,PVC,7-AMINO ACID	5 SETS		
25	CHAMBER FURNACE	CORROSIVE RESISTANT, LARGE TEMP. RANGE	1 PC		
26	ORGANIC CHEMISTRY KIT	MOLYMOD ORGANIC CHEMISTRY, MODEL SET 62053	2 SETS		
	STOP WATCH	TIPLE EVENT LAB TIMER	20 PCS		

27		DIGITAL			
28	COMBINATION SHOWERS,(SAFELY FLUSHBODY AND EYES SEPARATELY OR CONTINUOUSLY)	FEATURE 25CM SHOWER HEAD AND 31CM EYE WASH BASIN, LOW RATE SHOWER 30GPMAT 30PSI, EYE/FACE WASH: 3.6 GPM AT 30 PSI, HAND OPERATED WITH BOWL COVER, STAINLESS STEEL /ABS PLASTIC	4 PCS		
29	THERMOMETERS	0-360 TEMP RANGE, ALCOHOL, ACCURACY 0.001C	100.00		
30	FIRE BLANKET	Material Type: Asbestos Free Material/Vermiculate Coated Ceramic Fabric/Fiberglass Fabric. Size: 1.2 x 1.8 m. Length: 50 metre. Thickness: 0.80 mm to 3mm. Width: 1 to 1.8 metre. Temperature: 1100 to 1500 Degree Centigrade.	4 PCS		
31	ELEMENTAL ANALYZER FOR SULPHUR,NITROGEN ,CARBON AND CHLORINE	MULTI EA 4000	1.00		
32	FTIR - SPECTROPHOTOMETER SCANNING 83000-00 PLUS ITS ACCESSORIES	IRAffinity-1S, Shimadzu OR its Equivelent SPECTRAL RANGE 4000 - 600CM,SCAN SPEED 3,6 MINUTE SCAN PERIODS RMAN,INSTALLATION COST AND ONE YEAR MAINTENANCE COST	1.00		
33	WATER DEIONIZER , B114 DEIONIZER	ELGA	1PC		
34	VACUUM SUNCTION PUMP, FOR SUNCTION FILTRATION ACCESSORISED	DS 602 ,200-240V (6.4A) MODEL NOS.949 ,36KG ALG	2PC		
35	DIGITAL DENSITY METER	SAMPLE VOLUME 2ML, DESSICCATION UNIT,PERISTALTIC PUMP,CONNECTION TUBING,TEN SYRINGES,TOUCH SCREEN PEN,POWEWR CORD AND NIST TRACEABLE REPORT FROM THE	5.00		

		MANUFACTURER,DENSITY RANGE 0.0 TO 1.22G/CM3			
36	PROTECTIVE EYEWEAR, 3G GLASSES	CLEAR LENS,ANTIFOG ,FRAME SILVER	4 PAIRS		
37	SAFETY SPARK LIGHTER	GY-36136-55,SINGLE FLINT RENEWALS	10.00		
38	TEST TUBE CLAMP	STURDY GRIPPING SPRING- ACTION JAWS, LENGTH 12.7CM, BRASS MATERIAL, PACK OF 5	30 PIECES		
39	WIRE GAUZE	STAINLESS STEEL MESH WITHSTANDS TEMP.800C, REINFORCED EDGE FOR DURABILITY, DIMENSIONS 12.7 BY 12.7 CM	30pieces		
40	POTENTIOSTAT/GAL VANOSTAT	E 163,CYCLIC VOLTAMMETRY AND ELECTROANALYTICAL CHEMISTRY, 4 MODES: POTENTIOSTAT, GALVANOSTAT, AMMETER AND VOLTMETER			
41	CALORIMETER	JENWAY or its equivalent Measuring cell C 2000 • Decomposition vessel, halogen-resistant C 5012 • Digital Water Supply KV 600 • Consumables for calibrations and installation			
42	ION SELECTIVE ELECTRODES AND SOLUTIONS	To test fluorine and chlorine Elements,be used with Multiparameter PH/ISE/EC/DO/TURBIDITY	10.00		
43	POLARIMETER	ADP220,LED with interference filter (589 nm)4 mm diameter beam,Serial RS232, parallel, temperature sensor, refractometer,5 to 45 °C AMBIENT TEMPERATURES	1.00		
44	COLORIMETER	HACH,POCKET,NO NEED TO CALIBRATE JUST ZERO AND READ, PATHLENGTHS 25MM, LIGHT SOURCE LED, DETECTOR SILICON, WAVELENGTH _ OR + 2nm, INCLUDE REAGENTS, SAMPLE CELLS, CARRYING CASE AND FOUR BATTERIES AAA.	10PCS		

45	ED-XRF SPECTROMETER	Element Range:Na to U, C to U,Sample Type:Electrical/electronic materials, Ceramics, Oil and petrochemicals, Chemicals, Soil, Pharmaceuticals, Food X-Ray Tube:Inquire,detector(s):SDD detector	1.00		
46	THIMBLES FOR SOXHLET EXTRACTION	FOR EXTRACTION, 50ML	5 PKTS		
47	PLASTIC GRADUATED MEASURING CYLINDER	100MLS	100PCS		
48	GLASS GRADUATED MEASURING CYLINDER	10ML	100PCS		
49	BURETTE STANDS	STD, WALL MOUNTABLE	100PCS		
50	VIALS RACK	PLASTIC	100PCS		
51	BOILING TUBE RACKS	PLASTIC	50PCS		
52	TOC ANALYZER (TOC-3800)	THREE WAY ELECTRONIC CONDENSATE DEHYDRATION, QTY 100G/L, DIMENSIONS 600 BY 430 BY 420, AUTOSAMPLER ONLINE DEVICE	1PC		
53	ELECTROCHEMICAL IMPEDANCE ANALYZER (EZR)	Z100 ELECTROCHEMICAL IMPEDANCE ANALYZER	1.00		
54	MAGNETIC STIRRER BARS	PTFE 10MM	20PCS		
55	HP Desktop COMPUTER	Hardware,Motherboard Princeton C,MEMORY 4gb,1TBHDD storage ,internal storage 1TB7200RPM SATA,INTEL CORE i3,Processor i3-8100(3.6GHz,6MBCache,4cores)	2PCS		
56	Printer -HP Officejet Pro 8610 e-All-in-One (EMEA) A7F64A#A80		2PCS		
57	ELECTRONIC WEIGHING	UP TO 500GM, PRECISION 0.001GMS	5PCS		

	BALANCES				
58	ALCOHOLMETER - ANTON PAAR	OR ITS EQUIVALENT	2PCS		
59	INDUSTRIAL STIRRER	for 50litres capacity	2PCS		
60	INDUSTRIAL PH meter ,	JENWAY WITH REFILLABLE ELECTRODE ,AUTOMATIC TEMPERATURE AND MEASURE CONDUCTIVITY	1PC		
61	INDUSTRIAL WEIGHING SCALE UPTO 50KG	Electronic Balance Weighing scales ACS-L1	2PC		
62	ICP-OES AGILENT 5900 OR ITS EQUIVALENT	AGILENT 5900 OR ITS EQUIVALENT ,COMPLETELY WITH ALL ACCESSORIS ,INSTALLATION ,COMMISSIONING PLUS ONE YEAR MAINTAINANCE	1PC		
63	HPLC	AGILENT OR ITS EQUIVALENT ,COMPLETE WITH ALL ACCESSORIS ,INSTALLATION ,COMMISSIONING PLUS ONE YEAR MAINTAINANCE (NOT REFURBISHED)	1PC		
64	NITROUS OXIDE GAS (N2O2)	50KG CYLINDER WITH GAS ,WITH REGULATOR AND PRESSURE GAUGE	1PC		
65	ACETYLENE GAS	50KG CYLINDER WITH GAS,WITH REGULATOR AND PRESSURE GAUGE	1PC		
66	Fingerprint biometric based Access Control and Management System	Access Control System (ACS) for person-specific door access, using a fingerprinting device,SOFTWARE WITH THREE MODULES ACCESS MANAGEMENT SOFTWARE,DATABASE AND WEBSITE MODULE	2PCS		
67	WATER DISTILLER	AQUATRON WATER STILL ,8LITRS PER HOUR	1PCS		
68	REVERSE OSMOSIS WATER PURIFICATION SYSTEM -RO 3000 OR ITS EQUIVALENT	3000GALLONS PER DAY,PUMP 2.2KW(2HP) Vertical Type Multistage Booster Pump,	1PCS		
69	POTENTIOMETER TITRATOR	Orion Star T910 pH Titrator and Kits WITH ELECTRODE OR ITS EQUIVALENT, Ultra pH electrode, 927007MD ATC probe, 20 mL burette, stirrer probe, dispenser probe,	2PC		

		standard tubing kit, 1 L plastic bottle, GL38 bottle cap with two ports and drying tube, computer cable, USB drive, 110-240 V power supplies			
70	VISCOMETER	BELLINGHAM STANLEY OR ITS EQUIVALENT • measurement Rotation viscometer ASTM / DIN ISO 2555 / ISO 3219 Oder MS-R Standards • Rotational Speed rpm 0,3 / 0,5 / 0,6 / 1 / 1,5 / 2 / 2,5 / 3 / 4 / 5 / 6 / 10 / 12 / 20 / 30 / 40 / 50 / 60 / 100 / 200 / 250 / 300 400 / 500 / 600 / 700 / 800 / 900 / 1000 / 1100 1200 / 1300 / 1400 / 1500	2PCS		
71	SCANNING ELECTRON MICROSCOPE (SEM)	SEM Analysis with EDS - qualitative and semi-quantitative results Magnification - from 5x to 300,000x Sample Size - up to 200 mm (7.87 in.) in diameter and 80 mm (3.14 in.) in height Materials Analyzed - solid inorganic materials including metals and polymers	1PCS		
72.	MAGNETIC STIRRER WITH HOT PLATE	Maximum stirring speed-1200 rpm with stepless speed control and good speed stability b)Heating Capacity - 600W c)Hotplate Size - 175mm dia. d)Supply - 220/240V,50Hz, A.C e)Hotplate-Should be chemically resistant to acid and alkali f)Top Plate Material - Stainless steel g)Stirring Unit - Should be enclosed so that corrosive fumes do not enter it. h)Controls for both hotplate and stirrer should be provided with suitable indicators. i)Necessary electrical cables should be provided. j)Warranty - 1 year	20PCS		

73	MILLI Q INTEGRATED WATER SYSTEM	Produce Type 1 ultrapure water (18.2 MΩ•cm resistivity at 25 °C and < 10 ppb Total Organic Carbon) on Demand directly from potable tap water. Available with a built in 185 and 254 nm UV lamp for production of low TOC water required by organic -sensitive applications.	1PCS		
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LIST OF ESTIMATES FROM CHEMISTRY LABORATORY.

NO.	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	REMARKS
1	SODIUM LAUTYL ETHER SULPHATE (UNGEROL N-27) SLES	340 KG		
2	SULPHONIC ACID	500 LTRS		
3	T.E.A (TRIOLAMINE)	20 LTRS		
4	HYDROGEN PEROXIDE 100V	20 LTRS		
5	GLYCERINE 99% PURE	20 LTRS		
6	CARBOMER	22 KG		
7	PEARLIZER	20 LTRS		
8	SODIUM DOCECYL BENZENE SULFONATE	20 KG		
9	LINEAR ALCOHOL ETHOXYLATE	20 KG		
10	C.M.C	10 KG		
11	C.D.E	20 LTRS		
12	COCAMIDE DIPA	10 KG		
13	ETHANOL 99%GPR	10000 LTRS		
14	PINE 100% PURE	20 LTRS		
15	INDUSTRIAL SALT	1000 KG		
16	CAUSTIC SODA	50 KG		
17	LIQUID PARAFFIN	20 LTRS		
18	INDUSTRIAL WATER SOLUBLE COLOURS: (INDUSTRIAL) a. PINK b. GREEN c. BROWN d. BLUE	1 KG 1 KG 1 KG 1 KG		
19	I.P.A	80KG		
20	SODIUM HYPOCHLORITE	100LTRS		
21	CHLOROXYLENOL	60LTRS		
22	PERFUME: a. ROSE	5 LTRS		

	b. CUSSONS c. LEMON	5 LTRS 5 LTRS		
23	PACKAGING MATERIALS (Bottles & Jericans). a. 50ML (BOTTLE WITH FLIP CAP (AS PER SAMPLE) b. 100ML (BOTTLE WITH FLIP CAP (AS PER SAMPLE) c. 300ML (BOTTLE WITH PUMP CAP (AS PER SAMPLE) d. 500ML (BOTTLE WITH PUMP CAP (AS PER SAMPLE) e. 1LTR (BOTTLE WITH PUMP CAP (AS PER SAMPLE) f. 5 LTR (NORMAL CAP AS PER SAMPLE) g. 20 LTR (NORMAL CAP AS PER SAMPLE)	4000 PCS 4000 PCS 6000 PCS 6000 PCS 6000 PCS 6000 PCS 6000 PCS		
24	MMU BRANDED LABELS. BOTH FRONT AND BACK FOR ALL THE PACKAGING MATERIALS MENTIONED ABOVE. (AS PER SAMPLE)	76000 PCS		

Financial Evaluation will be based on the Unit price

Local Purchase Orders (LPO) will be placed with different quantities AS AND WHEN REQUIRED

Authorized signatory:.....Date.....

SECTION VII - STANDARD FORMS

Notes on the standard Forms

1. **Form of Tender** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer - **Mandatory**
2. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents - **Mandatory**
5. **Tender Security Form:** to be completed by the tenderer - **Mandatory**
6. **Letter of Notification of Award** - to be by MMU addressed to the successful bidders
7. **FORM RB 1** - Public Procurement Administrative Review Board

Request for Review

8. **Self-Declaration Forms**
 - a) **SD1 - Non-Debarment Declaration (MANDATORY)**
 - b) **SD2 - Non-Engagement in any Corruption or Fraudulent Practice Declaration (MANDATORY)**
9. **SAMPLE SUBMISSION FORM** - to be completed by the Tenderer

7.1 FORM OF TENDER

Date _____

Tender _____

To: Vice Chancellor
Multimedia University of Kenya (MMU)
P. O. Box 15653-00503
NAIROBI

Sir/Madam:

1. Having examined the Tender documents including Addenda Nos. *[insert addenda numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **supply and delivery of Chemicals, Reagents, Apparatus & Packaging Materials** in conformity with the said Tender documents for the sum of _____ *[total Tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.
3. We agree to abide by this Tender for the Tender validity period specified in Clause 2.13 of the Appendix to Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. We are not participating, as Tenderers, in more than one Tender in this Tendering process.
5. Our firm, its affiliates or subsidiaries - including any subcontractors or suppliers for any part of the contract - has not been declared ineligible by the Government of Kenya under Kenyan laws.
6. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
7. We understand that you are not bound to accept the lowest or any tender you may receive.
8. We certify/confirm that we comply with the eligibility requirements as per ITT Clause 3 of the Tender documents

Dated this _____ day of _____ 20_____

[Signature]

[In the capacity of]

Duly authorized to sign Tender for and on behalf of _____

7.2 PRICE SCHEDULE FORM

(SPECIFICATIONS FOR MEDICAL SUPPLIES)

S/NO	ITEM	BRAND NAME	UNIT OF MESAURE	UNIT PRICE	REMARKS
1					
2					
3					

7.3 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20____ between.....[Name of Multimedia University of Kenya] of[Country of Procurement entity](hereinafter called “Multimedia University of Kenya”) of the one part and[Name of Tenderer] of[City and Country of Tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS Multimedia University of Kenya invited tenders for certain goods and has accepted a tender for the supply of those goods in the sum of.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) Multimedia University of Kenya’s Notification of award.
3. In consideration of the payments to be made by the Multimedia University of Kenya to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Multimedia University of Kenya to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Multimedia University of Kenya hereby covenants to pay the tenderer in consideration of the provision of the materials and spares 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 Multimedia University of Kenya)

Signed, sealed, delivered by _____ the _____ (for the tenderer)

in the presence of _____.

7.4 CONFIDENTIAL BUSINESS QUESTIONNAIRE**s.33**

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.

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

	Part 1 General 1) Business Name..... 2) Location of Business Premises Plot No,..... Street/Road..... 3) Postal Address..... Tel No..... Fax Email..... 4) Nature of Business..... 5) Registration Certificate No..... 6) Maximum value of business which you can handle at any one time – Kshs..... 7) Name of your Bankers..... 8) Branch.....																				
	Part 2 (a) – Sole Proprietor 1) Your name in full.....Age..... 2) Nationality.....Country of Origin..... 3) Citizenship details.....																				
	Part 2 (b) – Partnership Given details of partners as follows <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.				2.				3.				4.			
Name	Nationality	Citizenship details	Shares																		
1.																					
2.																					
3.																					
4.																					
	Part 2 (c) – Registered Company 1) Private or Public 2) State the nominal and issued capital of company 3) Nominal Kshs. 4) Issued Kshs. 5) Given details of all directors as follows <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.				2.				3.				4.			
Name	Nationality	Citizenship details	Shares																		
1.																					
2.																					
3.																					
4.																					
	Date.....Signature of Candidate.....																				

7.5 TENDER SECURITY FORM

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

THE CONDITIONS of this obligation are:-

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

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

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

 [signature of the bank]

(Amend accordingly if provided by Insurance Company)

7.6 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.

7.7 LETTER OF NOTIFICATION OF AWARD

Address of Multimedia University of Kenya

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

7.8

FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Multimedia University of Kenya*)

Request for review of the decision of the..... (*Name of Multimedia University of Kenya*) of.....dated the.....day of.....20.....in the matter of Tender No.....of.....20.....

REQUEST FOR REVIEW

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

1.

2.

etc.

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

1.

2.

Etc

SIGNED (Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED

Board Secretary

7.9 FORM SD1

(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

7.10 FORM SD2

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

7.11 SAMPLE SUBMISSION FORM

TENDER NO			DESCRIPTION OF GOODS			CLOSING DATE		
			SUPPLY AND DELIVERY OF CHEMICALS, REAGENTS, APPARATUS & PACKAGING MATERAILS PHARMACEUTICALS					
Sample Registration No	Date of Receipt of Sample	Catalogue, Part or Reference No	Description of Sample	Quantity	Name of Candidate	Received by (name/signature)	Date Returned to Candidate	Name, signature & ID No of Candidate