



# **NATIONAL BIOSAFETY AUTHORITY**

**TENDER NO. NBA/02/2019-2020**

**TENDER FOR  
SUPPLY, DELIVERY, INSTALLATION AND  
COMMISIONING / USER TRAINING OF TESTING  
LABORATORY EQUIPMENT**

**National Biosafety Authority  
Pest Control Products Board (PCPB) Building  
Loresho, Off Waiyaki Way  
P. O. Box 28251 – 00100, Nairobi**  
**Email: [nbaprocurement@biosafetykenya.go.ke](mailto:nbaprocurement@biosafetykenya.go.ke) /[info@biosafetykenya.go.ke](mailto:info@biosafetykenya.go.ke)**

(Bidder to print this entire document fills in all required information, attach all other required document including the price schedule that should be fully completed and submitted)

**CLOSING DATE 12<sup>TH</sup> FEBRUARY 2020 AT 2 .00PM**

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## SECTION I: INVITATION TO TENDER

### TENDER FOR SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING / USER TRAINING OF TESTING LABORATORY EQUIPMENT

TENDER NO. NBA/02/2019-2020

#### Introduction:

National Biosafety Authority invites sealed tenders from eligible candidates for Supply, Delivery, Installation and User Training of Laboratory Equipment.

Interested eligible candidates may obtain further information from and inspect the tender documents from **Procurement Office at National Biosafety Authority located at Pest Control Products Board (PCPB) Building**. A complete tender document may be obtained by interested candidates on normal working days between **8.30 a.m and 4.00 p.m** or candidates may obtain complete tender document free of charge from our website [www.biosafetykenya.go.ke](http://www.biosafetykenya.go.ke) or PPIP Portal: [tenders.go.ke](http://tenders.go.ke). And forward company details to [info@biosafetykenya.go.ke](mailto:info@biosafetykenya.go.ke) or [nbaprourement@biosafetykenya.go.ke](mailto:nbaprourement@biosafetykenya.go.ke) to facilitate subsequent clarifications and/or addendum.

Completed tender documents in plain sealed envelopes clearly marked “**NBA/02/2019-2020: SUPPLY, DELIVERY, INSTALLATION AND USER TRAINING OF LABORATORY EQUIPMENT**” should be addressed and delivered to:

**Chief Executive Officer  
National Biosafety Authority  
Pest Control Products Board (PCPB) Building  
Loresho, Off Waiyaki Way  
P. O. Box 28251 – 00100, Nairobi**

**Or** be deposited in the Tender Box located at the reception of National Biosafety Authority offices at **Pest Control Products Board (PCPB) Building by 12th February 2020 at 2pm.**

Tender opening will be carried out immediately thereafter at the **National Biosafety Authority Boardroom.**

Tenderers or their representatives are free to attend the tender opening.

Tenders must be accompanied by Bid Bond of 2% of the Tender sum in the format specified in the tender document.

All Tenders must be submitted in one (1) original, two (2) copies, properly filled in, and enclosed in plain sealed envelopes. They must be delivered to the address above

Late or incomplete Tenders shall not be accepted.

## **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 provide the services for the stipulated duration from the commencement (hereinafter referred to as the term) specified in the tender documents.

**2.1.2** The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless specially allowed under section 131 of the Act.

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

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

### **2.2 Cost of Tendering**

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

**2.2.2** The procuring entity shall allow the tenderer to review the tender document free of charge.

### **2.3 Contents Tender Document**

**2.3.1** The tender document comprises the documents listed below and issued in accordance with clause 2.5 of these instructions to

#### **Tenderers**

1. Invitation to Tender
2. Instructions to tenderers
3. General Conditions of Contract
4. Special Conditions of Contract
5. Schedule of requirements
6. Details of Insurance Cover

7. Form of Tender
8. Price/Premium Schedules
9. Confidential Business Questionnaire
10. Contract Form
12. Insurance Company's Authorization Form
13. Declaration Form
- 14 Letter of Notification

**2.3.2** 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.

## **2.4 Clarification of Documents**

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

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

**2.4.3** Preference where allowed shall not exceed 15%

## **2.5 Amendment of Documents**

**2.5.1** At any time prior to the deadline for submission of tenders, the

Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

**2.5.2** All prospective candidates that have received and downloaded the tender documents will be notified of the amendment in writing or by post, fax or email and such amendment will be binding on them.

**2.5.3** 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.

## **2.6 Language of Tender**

**2.6.1** The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the

Procuring entity, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.7 Documents Comprising of Tender**

**2.7.1** The tender prepared by the tenderers shall comprise the following components:

1. A Tender Form and a Price Schedule completed in accordance to the tender documents;
2. Documentary evidence established in accordance with paragraph 2.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted; and a
3. Declaration Form.

## **2.8 Form of Tender**

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

## **2.9 Tender Prices**

**2.9.1** The tenderer shall indicate on the form of tender and appropriate Price Schedule the unit prices and total tender price of the services it proposes to supply under the contract

**2.9.2** Prices indicated on the Price Schedule shall be cost of services quoted including customs duties, VAT and other taxes payable

**2.9.3** Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

**2.9.4** The validity period of the tender shall be 120 days from the date of opening of the tender.

## **2.10 Tender Currencies**

**2.10.1** Prices shall be quoted in the following currencies:

- (a) For goods that the tenderer will supply from within Kenya, the prices shall be quoted in Kenya shillings; and
- (b) For equipment that the tenderer will supply from outside Kenya, the prices shall be quoted in US dollars or in another freely convertible currency.

## **2.11 Tenderers Eligibility and Qualifications**

**2.11.1** Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender , documents establishing the tenderers eligibility to tender and its qualification to perform the contract if it's tender is accepted.

**2.11.2** The documentary evidence of the tenderer's qualification to perform the contract if its tender is accepted shall establish to procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract

**2.11.3** The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall 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 goods' Manufacturer or producer to supply the equipment;
- (b) That the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (b) 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.

## **2.12 Goods' Eligibility and Conformity to Tender Document.**

**2.12.1** Pursuant paragraph 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 equipment, which the tenderer proposes to supply under the contract.



- 2.12.1 The documentary evidence of the eligibility of the equipment shall consist of a statement in the Price Schedule of the country of origin of the equipment and services offered which a certificate of origin issued at the time of shipment shall confirm.
- 2.12.3 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 characteristics of the goods;
  - (b) A list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and
  - (c) A clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 2.12.4 For purposes of the commentary to be furnished pursuant to paragraph 2.12.3(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.

### 2.13. Tender Security

**2.13.1** The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the **Appendix to Instructions to Tenderers**.

**2.13.2** The tender security shall not exceed 2 per cent of the tender price.

**2.13.3** 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 2.12.7

**2.13.4** The tender security shall be denominated in **Kenya Shillings** or in another **freely convertible currency**, and shall be in the form

- a) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority (Public Procurement Oversight Authority).
- d) Letter of credit.

**2.13.5** Any tender **not secured** in accordance with paragraph **2.13.1**. And **2.13.3** shall be rejected by the Procuring entity as non-responsive,

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

**2.13.7** The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

**2.13.8** The tender security may be forfeited:

- a) If a tenderer withdraws its tender during the period of tender validity.
- b) in the case of a successful tenderer, if the tenderer fails:
  - i) to sign the contract in accordance with paragraph 2.29 or
  - ii) to furnish performance security in accordance with paragraph 2.30.
- c) If the tenderer reject correction of an arithmetic error in the tender.

## **2.14 Validity of Tenders**

**2.14.1** Tenders shall remain valid for 120 days after the date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

**2.14.2** In exceptional circumstances, the Procuring entity may solicit the

Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A tenderer granting the request will not be required nor permitted to modify its tender.

## **2.15 Format and Signing of Tender**

**2.15.1** The Tenderer shall prepare an original and copy 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 prevail.

**2.15.2** 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. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

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

## **2.16 Sealing and Marking of Tenders**

**2.16.1** 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.

**2.16.2** The inner and outer envelopes shall:

(a) Be addressed to the Procuring entity at the address given in the

Invitation to Tender:

(b) Bear, tender number and name in the Invitation for Tenders and the words, “**DO NOT OPEN BEFORE,**” **12<sup>th</sup> February 2020**

**2.16.3** 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”.

**2.16.4** If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

### **2.16.5 Deadline for Submission of Tenders**

**2.16.6** Tenders must be received by the Procuring entity at the address specified under the Tender Notice not later than **12<sup>th</sup> February 2020**.

**2.16.7** The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3, 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.

**2.16.8** Bulky tenders which will not fit the tender box shall be received by the procuring entity as provided in the appendix.

### **2.17 Modification and Withdrawal of Tenders**

**2.17.1** 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.

**2.17.2** The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by fax or e mail but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

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

**2.17.4** 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 2.12.7

## 2.18 Opening of Tenders

**2.18.1** The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend *and* in the location specified in the Invitation to Tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

**2.18.2** 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.

**2.18.3** The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

## 2.19 Clarification of Tenders

**2.19.1** A Candidate making inquiries of the tender documents may notify the procuring entity by email ([info@nationalbiosafety.go.ke](mailto:info@nationalbiosafety.go.ke) or [nbaprocurement@nationalbiosafety.go.ke](mailto:nbaprocurement@nationalbiosafety.go.ke) ) at the procuring 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 four (3) days prior to the deadline for the submission of the tenders, prescribed by the procuring entity. Written copies of the Procuring entities of inquiry) will be sent to all candidates who have been confirmed as having received the tender documents.

**2.19.2** To assist in the examination, evaluation and comparison of tenders the

Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

**2.19.3** 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.

## 2.20 Preliminary Examination and Responsiveness

**2.20.1** 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.

**2.20.2** 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

**2.20.3** The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

**2.20.4** Prior to the detailed evaluation, pursuant to paragraph 2.20 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.

**2.20.5** 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.

## **2.21 Conversion to Single Currency**

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

## **2.22 Evaluation and Comparison of Tenders**

**2.22.1** The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

**2.22.2** The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

(a) Operational plan proposed in the tender;

**2.22.3** The tender processing committee shall evaluate the tender within 14 days from the date of opening the tender.

The Procuring entity will evaluate and compare the tenders, which have been determined to be substantially responsive, pursuant to paragraph 22.

**2.22.4** 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 of foreign origin already located in Kenya, sales and other similar taxes, which will be payable on the equipment if a contract is awarded to the tenderer; and

(b) Any allowance for price adjustment during the period of execution of the contract, provided in the tender.

**2.22.4** The comparison shall be of the ex-factory/ex-warehouse/off-the-shelf price of the equipment 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 Equipment.

**2.22.5** 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 2.22.6 and in the technical specifications:

- (a) Delivery schedule offered in the tender;
- (b) Deviations in payment schedule from that specified 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 services for the equipment offered in the tender.

23.5 Pursuant to paragraph 2.22.5 the following evaluation methods will be applied:

- (a) Delivery schedule.

The Procuring entity requires that the equipment under the Invitation for Tenders shall 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 shall 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 spares 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 documentary evidence and assurance that he will establish adequate back-up for items supplied.

## **2.23 Contacting the Procuring entity**

**2.23.1** Subject to paragraph 2.19 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded

**2.23.2** 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.

## **2.24 Post qualification**

**2.24.1** The procurement entity will verify and 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.

**2.24.2** The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2 as well as such other information as the Procuring entity deems necessary and appropriate.

**2.24.3** 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.

## **2.25 Award Criteria**

**2.25.1** Subject to paragraph 2.9, 2.22 and 2.26 The Procuring entity will award the contract to the successful tenderer 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.

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

**2.25.2** To qualify for contract award, the tenderer shall have the following:-

- a) Necessary qualification, capability, experience, services, equipment and facilities to provide what is being procured.
- b) Legal capacity to enter into a contract for procurement.
- c) Shall 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) Shall not be debarred from participating in public procurement

## **2.26 Procuring entity's Right to accept or Reject any or All Tenders**

**2.26.1** The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action. If the procuring entity determines that none of the tenders is responsive, the procuring entity shall notify each tenderer who submitted a tender.

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

**2.26.3** 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.

## **2.27 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 constitute the formation of the Contract subject to signing of the contract between the tender and the procuring entity pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

**2.27.3** Upon the successful Tenderer's furnishing of the performance security the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security.

## **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 other tenderers that their tenders have not been successful.

**2.28.2** The contract will be definitive upon its signature by the two parties.

**2.28.3** 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 Corrupt or Fraudulent Practices**

**2.29.1** The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration he has not and will not be involved in corrupt or fraudulent practices.

**2.29.2** 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.

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

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



**2.29.5** Failure of the successful tenderer to comply with the requirement of paragraph 2.29.4 shall constitute

Sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

## **2.30 Corrupt Fraudulent Practices**

32.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance of this policy, the Procuring entity: -

- (a) Defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - (ii) “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;
- (b) 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;
- (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

32.2 Furthermore, tenderers shall be aware of the provision stated in the General Conditions of Contract.

## **SECTION III - GENERAL CONDITIONS OF CONTRACT**

### **3.1. Definitions**

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

“The Contract” means the agreement entered into between the National Biosafety Authority 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.

“The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations “The Services” means services to be provided by the tenderer including any documents, which the tenderer is required to provide to the National Biosafety Authority under the Contract.

“The Procuring entity” means the organization procuring the services under this Contract

“The Contractor” means the organization or firm providing the services under this Contract.

“GCC” means the General Conditions of Contract contained in this section.

“SCC” means the Special Conditions of Contract

“Day” means calendar day

### **3.2. Application**

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

### **3.3. Standards**

The services provided under this Contract shall conform to the standards mentioned in the schedule of requirements.

### **3.4 Country of Origin**

For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or origin of Goods and Services is distinct from the nationality of the tenderer.

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

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

The Contractor shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contract's or performance under the Contract if so required by the Procuring entity.

### **3.5. Patent Rights**

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

### **3.6. Inspection and Tests**

- 3.6.1 The Procuring entities 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), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.6.3 Should any inspected or tested equipment fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to meet specification requirements free of cost to the Procuring entity.
- 3.6.4 The Procuring entity's right to inspect test and, where necessary, reject the equipment after arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested, and passed by the Procuring entity or its representative prior to the delivery
- 3.6.5 Nothing in paragraph 8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.7 Packing**

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

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

### **3.8 Delivery and Documents**

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

### **3.9 Insurance**

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

### **3.10 Payment**

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

Payment shall be made promptly by the Procuring entity, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor

### **3.11. Prices**

Prices charges 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 quoted by the tenderer in its tender or in the procuring entity'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 amendments signed by the parties.

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

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

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

### **3.12. Assignment**

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

### **3.13. Termination for Default**

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

If the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.

If the Contractor fails to perform any other obligation(s) under the Contract

If the Contract in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract

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, services similar to those un-delivered and the Contractor shall be liable to the Procuring entity for any excess costs for such similar services. However the contractor shall continue performance of the contract to extent not terminated.

### **3.14. Termination for Insolvency**

The Procuring entity may at any time 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 prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

### **3.15. Termination for Convenience**

The Procuring entity 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 the procuring entities 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 an agreed amount for partially completed services.

### **3.16 Resolution of Disputes**

The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes 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.

### **3.17. Governing Language**

3.17.1. 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.

### **3.18. Applicable Law**

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

### **3.19 Force Majeure**

3.17.1 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.

### **3.20 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 Email 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

**1.** Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

**2. Bid Security.** The tenderer shall furnish, as part of its tender a tender security comprising of **2%** of the total quoted tender price. The tender security shall be a **bank guarantee** from a Reputable bank, cash or such insurance guarantee approved by the authority valid for 30 days beyond the validity of the tender.

**3. General conditions of the contract clause 7.1 performance security.**

The performance security shall be in the amount of 10% of the contract price and shall remain valid for 30 days beyond the last date of installation and commissioning of the system.

**4. Warranty:** The manufacturer warrants that goods supplied under the contract are new, unused, of the most recent or current specifications and incorporate all recent improvement in design and materials unless provided otherwise in the contract. The manufacturer further warrants that the goods supplied under this contract shall have no defect arising from manufacture, materials or workmanship or from any act or omission of the manufacturer that may develop under normal use of goods.

- This warranty will remain valid for a minimum of **2 years** after the equipment have been delivered and installed to Respective Regional Laboratories
- The procuring entity shall promptly notify the Manufacturer in writing of any claim arising under this warranty.
- Upon receipt of this claim the manufacturer shall, with reasonable speed, replace the defective equipment without cost to the Procuring Entity.
- If the manufacturer having been notified fails to remedy the defect(s) within a reasonable period, the procuring entity may proceed to take such remedial action as may be necessary, at the Manufacturer's and expense and without prejudice to any other rights, which the Procuring Entity may have against the Manufacturer under the contract.

**5.** Where the tender price is in foreign currency, the Exchange Rate will be as per Central Bank of Kenya exchange rate of Tender closing/opening date.

6. Tenderers must attach Manufacturers Authorization, addressed to the Chief Executive officer National Biosafety Authority.

Bidders must confirm in writing here below that they possess the necessary capacity and capability to perform the contract.

**CONFIRMATION**

**Indicate your Delivery schedule for the goods/services after receipt of a confirmed Purchase Order from the NATIONAL BIOSAFETY AUTHORITY.**

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# Section F. Technical Specifications

## EVALUATION CRITERIA

### a) Stage One: Mandatory Evaluation Criteria

No.	Requirements
1.	PIN/VAT Certificate
2.	Single business permit/Trade license
3.	Certificate of Registration and /or Incorporation.
4.	Valid Bid Bond.
5.	Valid Tax Compliance Certificate.
6.	Confidential Business Questionnaire
7.	Declaration stating that you have NOT been debarred by Public Procurement Regulatory Authority.
8.	Financial Audited Accounts/statements for the last 3 years, 2016, 2017, 2018 and 2019.
9	Bidder Must Provide brochures/catalogues for the items indicating the equipment specifications

# TECHNICAL SPECIFICATIONS



## NATIONAL BIOSAFETY AUTHORITY

### SPECIFICATIONS OF LABORATORY EQUIPMENT AND CONSUMABLES FY 2019/2020

CATEGORY A					
No.	Equipment	No. of items	Specifications	Weighting (%)	Score (at least 95%)
1.	-20°C freezer with storage racks	1	Effective minimum capacity of 450 L; Upright cabinet type; Temperature range of -10°C to -25°C; With two independent upper and lower chambers; each chamber equipped with 6 drawers; Built-in, dustproof door gasket; Environmentally friendly Freon-free refrigerant; Audible & visual alarm system (sensor failure alarm, door opening alarm and high temperature/ low temperature alarm); 230V, 50 Hz; 2 years warranty; Manufacturers authorization/partnership letter.	100	
2.	2-8°C Laboratory refrigerator	1	Effective minimum capacity of 315 L; Upright cabinet type; Temperature Range of 2 ~ 8°C; Refrigerant should be CFC free, R600a; with at least 4 shelves; Door Lock with Key; with digital temperature recorder; Glass door; Visual and audio high and low temperature alarm, sensor failure alarm, door open alarm, power failure alarm and low battery alarm; 230V, 50 Hz; 2 years warranty.	100	

3.	Clean bench	1	Vertical type; Max. interior dimensions W x H x D: 1220 x 585 x 645 mm; Max. load capacity of work surface of 30 Kg; Air velocity (m/s): 0.45 +/- 20% (reduced flow = 0.23 +/- 20%); Lighting intensity (lx): > 1000; Noise pressure level, dB(A): <60; Minimum clearance from room ceiling (mm): 150; Side windows of tempered safety glass; with adjustable floor stand, UV-Light, Windscreen protection kit accessories; 230V, 50 Hz; 2 years warranty; Manufacturers authorization/partnership letter.	100	
4.	Refrigerated Microcentrifuge	1	Performance up to 20,000xg or more with fast acceleration and deceleration; Refrigerated; With interchangeable microcentrifuge rotors (from 1.5 to 2.0 mL tubes to mini-preps and spin columns); Capacity: 48mL (24 x 1.5/2.0mL tubes); Corrosion resistant; Easy-to-use controls with digital display; Durable and easy to clean; Quiet performance; Conforms to the latest clinical and safety standards; 230V, 50Hz; 2 years warranty; Manufacturers authorization/partnership letter.	100	
5.	Water purification system	1	Product Water Type: Type 1 and Type 2; Resistivity: Type 1: 18.2MΩ·cm at 25°C, Type 2: 10 to 15MΩ·cm at 25°C; Conductivity: Type 1: 0.055μS/cm; Type 2: 0.067 to 0.1μS/cm; Feedwater Source: tap; Bacterial Content: <0.01 CFU/mL; Particles >0.2μM/mL: <1; Feedwater Pressure: 1-6 Bar; RO Flow Rate: 3; Accessories: Pre-treatment filter, UV Lamp and UF Filter; 230V, 50Hz; 2 years warranty; Manufacturers authorization/partnership letter.	100	

6.	Spectrophotometer	1	Detection range dsDNA 5 ng/μL - 7,500 ng/μl; Detection range BSA 0.15 mg/mL - 217 mg/ml; Minimum sample Size 0.3 μL; Scan range 200 - 650 nm; Measure time for full scan range: 2.5 - 4.0 seconds; Preprogrammed applications for nucleic acids (DNA, RNA, oligos), labeled proteins, protein assays, kinetics, OD600 and manual methods; 230V, 50Hz; 2 years warranty; Manufacturers authorization/partnership letter.	100	
7.	Real time Thermocycler	1	Sample capacity (wells); Reaction volume 96-well: 0.2 mL block: 10–100 μL; Touch Screen; LED display; On-board storage capability; Heated Lid ; Optical detection 96 wells: 6 decoupled filters; Excitation/detection range 96 wells: 450–680 nm/500–730 nm; Multiplexing 96-well: up to 6 targets; Max block ramp rate: 6.5°C/sec; Average sample ramp rate: 3.66°C/sec; Temperature uniformity: 0.4°C; Temperature accuracy: 0.25°C; Run time of <30-minute; Compatible with common nucleic acid binding dyes; With analysis modules; Precise quantification with 1.5-fold discrimination; 230V, 50Hz; 2 years warranty. Supplier to have factory trained Engineers and applications specialist to install and train end users on the machine; Manufacturers authorization/partnership letter.	100	
8.	Real-time PCR kit (for GMO detection)	4 kits of 192 reactions each	Target genes: P35S/CaMV, TNOS/ <i>A. tumefaciens</i> , and P34S/FMV genes; Ability to analyze DNA extracted from food and feed samples; Supplied with positive controls; Results provided in less than 3 hours.	100	

9.	DNA extraction kit	4 packs of 50 preps	Can obtain DNA from a wide variety of food samples, such as raw materials, processed food and feed; Isolates high purity DNA (A260/A280 > 1.8); Downstream applications: PCR, Real-Time Quantitative PCR (qPCR), Sequencing; Nontoxic reagents.	100	
<b>GRAND SCORE (%)</b>					
<b>MINIMUM SCORE (%)</b>					Atleast 95% per item
<b>CATEGORY B</b>					
No.	Equipment	No. of items	Specifications	Weighting (%)	Score
1.	Mini centrifuge	2	Able to perform fast spins with RCF requirements up to 9,800xg; Quiet operation; low vibration; Safety features including imbalance and preventing opening while rotor is turning; with rotors able to accommodate 0.2, 0.5, 1.5, 2.0 mL microcentrifuge tubes and PCR strip tubes; 230V, 50 Hz; 2 years warranty.	100	
2.	Vortex mixer	2	Speed of 600-3200 rpm; with continuous mode and touch mode vortex settings; compatibility with broad range of attachments of various shapes, sizes, and materials to allow for mixing of most common tubes or containers; Certifications /Compliance: CE; 230V, 50 Hz; 2 years warranty.	100	
3.	Grinder	1	Easily exchangeable grinding sets of various material qualities; Dry, wet and cryogenic grinding; Easy exchange of mortar and pestle; Ability to grind cereals, leaves, seeds, roots; Grinding assembly easily removable for cleaning; Min. pestle speed of 100rpm; 230V; 2 years warranty.	100	

4.	Autoclave	1	Capacity - 50L; Top loading; Cylindrical chamber; Manual door; Thermal/cooling lock; Rapid cooling; Post-cycle vacuum drying; Electrical supply of 230V, 50 Hz, 3 Phase; 2 years warranty; Manufacturers authorization/ partnership letter.	100	
5.	Hot Plate/Magnetic stirrer	2	Digital LED Temperature and RPM display; Stirring speed range of 30 to 2000rpm; Temperature range of Max. 350°C / 662°F; 230V; 2 years warranty	100	
6.	Pestle and mortar	3	High-impact polyethylene constructed Mortar Kit	100	
7.	Ice maker	1	Yield: Max. production/24hrs of 10 kg; Min. bin capacity of 3 kg; CFC-free R-134a refrigerant; Max. dimensions (D x H x W): 388 X 640 X 380 mm; 230V, 50Hz; 2 years warranty.	100	
8.	PH Meter	1	Measure pH, mV, relative mV or ORP with temperature; Perform up to a five-point pH calibration; Digital display; Meter-controlled stirrer probe to uniformly mix solutions; Storage of up to 10 recent calibrations; Flexible power options with universal power adapter or optional AA batteries; FCC Class A certifications; 230V, 50Hz; 3-year replacement warranty.	100	
9.	Timer	2	Timing channel with 23 hours, 59 minutes, 59 seconds capacity; Clock works on AM/PM or 24-hour format; 60-second loud alarm; Large, easy-to-read digits; Clip, stand or magnet on back.	100	

10.	Analytical balance	1	Max. capacity: 520g; Readability: 0.001g; Repeatability: 0.001g; Linearity: $\pm 0.002$ g; Stabilization Time: 2s; Weighing Modes: Basic Weighing, Parts Counting, Percent Weighing, Animal Weighing, Density Determination; Approx. dimensions (D x W x H): 321 x 209 x 309 mm; Display Type: Backlit LCD; Certifications/ Compliance: CE; 230V, 50Hz; 2 years warranty.	100	
11.	Laboratory weighing balance	1	Can weigh 2 Kg; Stainless steel weighing pan; Leveling feet and level bubble for accurate weighing; Built in weighing units; Conforms with GLP standards; Certified; 2 years warranty.	100	
12.	Micro Pipettes Kit	3 kits	P10 (0.5-10 $\mu$ l); P20 (2-20 $\mu$ l); P100 (20-100 $\mu$ l); P200 (20-200 $\mu$ l); P1000 (200-1000 $\mu$ l) pipettes; AVG-volume gearing mechanism for accuracy and precision; Fully autoclavable for protection; Soft-touch tip ejector for light tip ejection; F-stand; to include a good laboratory pipetting guide.	100	
13.	Multichannel Pipette	2	8 channels; 10 to 100 $\mu$ L; Fully autoclavable for protection; Secure volume lock.	100	
<b>GRAND SCORE (%)</b>					
<b>MINIMUM SCORE (%)</b>					At least 95% per item
<b>CATEGORY C</b>					
No.	Equipment	No. of items	Specifications	Weighting (%)	Score (atleast 95% per item)
1.	Ethanol	6 containers of 2L each	Molecular grade; absolute, $\geq 99.8\%$ (GC); Linear Formula: CH <sub>3</sub> CH <sub>2</sub> OH; Molecular Weight: 46.07	100	
2.	PCR- grade water	12 containers	Endonuclease, exonuclease, and RNase free; DEPC-treated	100	

		of 1L each			
3.	Anti-static Weighing boats	1 dozen per size	Polystyrene/ Antistatic surface to ensure complete sample removal; Wide, flat bottom; Size S, M, L and XL	100	
4.	Spatula	2 pieces of each	Stainless steel; spoon and flat spatula; micro and medium size	100	
5.	Barrier Pipette tips	3 packs of 960 pieces of each size	P10 (0.5-10µl); P20 (2-20µl); P100 (20-100µl); P200 (20-200 µl); P1000 (200-1000µl); Universal fit and compatibility with Pipettors above; DNase-/RNase-free; Pyrogen-free; With filter/barrier.	100	
6.	Screw cap bottles (50, 250, 500 and 1000mL)	4 sets of each	Pyrex™ borosilicate glass; Graduated; Temperature and chemical resistant; Complies with ISO 4796.	100	
7.	Measuring cylinders (10, 100 and 1000ml)	2 sets of each	Pyrex™ borosilicate glass; Graduated; Hexagonal base for increased stability; Autoclavable; Complies with applicable ISO certification.	100	
8.	Microcentrifuge Tubes	4 Packs of 1000 each	1.5 mL capacity; Polypropylene formulation; Attached snap caps; Graduated; Sterile; Autoclavable.	100	
9.	Conical tubes (15 and 50mL)	Case of 100 each size	Sterile; Polypropylene material; Graduated; Screw type.	100	
10.	Aspirator/ dispenser bottle	2	10L capacity; Made of high density polystyrene; With tap at bottom; White color.	100	
11.	Cryoboxes (Polycarbonate)	4 dozens	Approx. dimensions (L x W x H): 5.25 x 5.25 x 2 in. (133 x 133 x 52 mm); Tube array of 9x9, numerically coded; 81 (1.0 to 2.0 mL vials) spaces; Autoclavable; Robust hinge with safe snap-on lid; Drain holes at the bottom; With difference coloured insert per unit/dozen.	100	
12.	Cryoboxes (Cardboard/ Chipboard)	4 dozens	Tube array of 10x10, 100 (1.0 to 2.0 mL vials) spaces	100	



13.	4-way flipper racks (0.5mL, 1.5mL, 15mL and 50mL)	20 pieces	Holds thirty-two 0.5mL, thirty-two 1.5mL, twelve 15mL or four 50mL tubes, each on a different side; Autoclavable; Assorted colors.	100	
14.	Wash bottles	Pack of 6	500mL; Polypropylene screw closure; Material: LDPE; With stem and draw tube; Screw type.	100	
15.	Laboratory coat (Size L and XL)	4 of each size	White cotton material; Unisex; Notched lapel and five button front closure; Total of three pockets: one chest pocket and two exterior angled pockets to fit an 8" tablet; Center back length: 37".	100	
16.	Autoclave tape	1 dozen	19mm standard width; High tack adhesive; With Chemical indicator conforms with conforms to applicable ISO certification; Easily removed with no sticky residues.	100	
17.	Autoclaving bags	Pack of 100 pieces	Tear and burst proof under normal working conditions; Autoclavable upto 135°C or more; Imprinted with biohazard symbol and word "Biohazard"; Red or yellow color.	100	
18.	Nitrile disposable gloves (Size M and L)	1 dozen of each size	Latex-free; Resistant to most chemicals; Blue in colour.	100	
19.	Safety glasses	1 dozen	Chemical-resistant; lightweight polycarbonate; Clear.	100	
20.	Waste disposal bin	2	Approx. 2 ft. height; Sturdy; With lid openable by foot; Can be fitted with a regular waste bag.	100	
21.	Chemical spill kit bag	Pack of 50 pads	Kit designed for small to medium spills; Ideal for laboratories.	100	
22.	Laboratory notebook	2 dozen	Permanently bound and paginated for data security and traceability; Letter size or A4 size; Pages include place for preparer and witness signatures.	100	
<b>GRAND SCORE (%)</b>					
<b>MINIMUM SCORE (%)</b>					At least 95% per item

**Note:**

1. A supplier **may choose one or more** categories. For the chosen category (ies) the supplier has to quote for at least **75%** of the items listed in the chosen category.
2. The quoted item must meet **at least 95% of the stated specifications.**

## GENERAL REQUIREMENTS

The supplier shall ensure that the following conditions are met as part of the procurement contract:

1. The supplier shall provide the English versions of the Operational and Service manuals.
2. The supplier shall provide information on where else similar equipment has been supplied in the region.
3. The supplier to indicate the date of delivery to National Biosafety Authority (NBA) upon receipt of order.
4. The supplier shall provide evidence of the nearest Service Centre.
5. The supplier shall provide proof of dealership from the manufacturer.
6. The supplier shall install commission and provide user training on operation of equipment.
7. Specialized equipment requires training of laboratory personnel.
8. The supplier shall provide warranty for a period of not less than 24 Months (for those equipment where warranty is required).
9. Brochures for equipment to be attached.
10. The supplier must supply equipment's within three months (3) after being issued with LPO. Failure to supply within the stipulated time will lead to cancellation of LPO.

## SECTION VI - 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.
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.
5. **Letter of Notification of Award** – this is to be issued to the successful bidder either in the form included hereinafter or in another format acceptable to the procuring entity.
6. **Price Schedule**- detailed price schedule Bidders to enter their bids in this document and ensure it include all levies, taxes etc.
7. **Manufacturer’s Authorization Form**

**FORM OF TENDER**

To:  
**Chief Executive Officer,  
National Biosafety Authority**

Date.....

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda  
Nos..... [Insert numbers],

The receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and  
deliver..... [Description of goods]

In conformity with the said tender documents for the sum  
of..... [Total tender amount in words and figures]

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

.....(Procuring entity).

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

5. 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.

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

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

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[In the capacity of]

Duly authorized to sign tender for and on behalf of

\_\_\_\_\_

Duly authorized to sign tender for and on behalf of

\_\_\_\_\_

## PRICE SCHEDULE FORM



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

1	2	3	4	5	6
Item	Description	Country of origin	Qty	Unit price	Total price Inclusive of VAT and other incidental services payable
	As per attached specifications quote for each item				

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

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

# NATIONAL BIOSAFETY AUTHORITY

## CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

	Part 2 (a) – Sole Proprietor
	Your name in full ..... Age ..... Nationality ..... Country of origin ..... Citizenship details .....
	Part 2 (b) Partnership
	Given details of partners as follows: Name                      Nationality Citizenship Details                      Shares 1..... 2..... 3..... 4.....
	Part 2 (c ) – Registered Company
	Private or Public ..... State the nominal and issued capital of company- Nominal Kshs. .... Issued Kshs. ....
	Given details of all directors as follows Name                      Nationality                      Citizenship Details                      Shares 1..... 2..... 3..... 4..... 5.....
	Date ..... Signature of Candidate .....

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

**Price Schedule**

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<b>CATEGORIES</b>	<b>TOTAL PRICE INCLUSIVE OF VAT AND OTHER INCIDENTAL SERVICES PAYABLE TOTAL</b>
CATEGORY        A	
CATEGORY        B	
CATEGORY        C	

Signature of tenderer

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## CONTRACT FORM

*(The contract form shall not be completed by the tenderer at the time of submitting the tender.*

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 the medical cover and has accepted a tender by the tenderer for the supply of the services in the sum of \_\_\_\_\_ [contract price in words in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

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

2. The following documents shall be deemed to form and be read and construed as part of this Agreement:

1. the Tender Form and the Price Schedule submitted by the tenderer;
2. the Schedule of Requirements
3. the Details of cover
4. the General Conditions of Contract
5. the Special Conditions of Contract; and
6. 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 GPA cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.

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

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

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

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



**NATIONAL BIOSAFETY AUTHORITY (NBA)**

**ETHICS AND INTEGRITY PACT (MANDATORY)**

**TO BE FILLED, DATED, SIGNED AND SUBMITTED BY ALL PERSONS BIDDING FOR SUPPLY OF OR PROVISION OF ANY GOODS OR SERVICES FOR NBA  
Bidder's undertaking on Ethics and Integrity**

Accepting that transparent business management and fair public administration are the key to social development and national competitiveness, and in an effort to purge corruption and apply sanctions to corrupt businesses, and in full support of the worthy goals of this Integrity Pact, concerning the present proposal for: .....

I.....

(Lead Consultant's name in the case of an individual consultancy/all personnel of

.....

(Name of association, partnership, corporation or other entity being a non-individual consultant)

and its sub-contractors and agents hereby agree that:

1. I/We understand that NBA is a law-abiding institution and I/We undertake to abide by all the laws of Kenya particularly the laws, rules and regulations governing ethics and integrity and the procurement of goods and services by public agencies in Kenya. I/We shall not conduct any unethical business practices, including but not limited to making false declarations and representations in bidding documents; bid-rigging, collusive bidding, and canvassing.
2. I/We shall not offer any bribe, gifts, entertainment or any other undue benefits directly or indirectly to any officials of NBA or indeed any other person nor commit any other act with a view to unlawfully influencing the process or outcome of procuring for the goods and/or services herein or the performance of any contract arising from the procurement process.
3. I/We undertake to report to NBA and the Ethics and Anti-Corruption Commission (EACC) any acts of corruption and unethical practice by any official of NBA, any of my/our employees, agents, associates, affiliates or indeed any other person that come to our knowledge in the course of procuring the supply and provision of the goods and/or services herein or the performance of any contract arising therefrom.

4. In bidding for the goods and/or services herein or the performance of any contract that may arise therefrom, I/We shall not make any statement which is untrue based on our knowledge, information and belief/ I/We shall fully and truthfully declare my/our ability to provide the goods and/or perform the services and we will not bid for the supply of goods or provision of services which we do not have the capacity to provide whether at all or under the terms required by NBA.
5. I/We declare that we have the legal and operational capacity to make a bid for the goods and/or services herein, including but not limited to the fact that I/We am/not an undischarged bankrupt, under receivership or liquidation or otherwise insolvent nor suffering from any such or other incapacity that would make our bid or our ability to provide the goods and/or services herein legally or operationally untenable.
6. I/We declare that there is no conflict of interest situation existing between myself/us on the one hand and NBA on the other with regard to the supply of the goods and/or provision of the services herein that would make my/our bid or contract ethically or legally untenable. If any such conflict arises in the course of the procurement process and before the conclusion of any contract arising therefrom, I/We shall fully and truthfully declare such conflict to NBA.
7. I/We understand that violation of this pact may lead to the disqualification of my/our bid, to the termination of any contract or obligation between myself/us and NBA and my/our prosecution.

Signed: .....

Date: .....

Name of Authorized Signatory: .....

# 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.

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*[Signature for and on behalf of Manufacturer]*

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

**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

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

To:

RE: Tender No.

Tender Name

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

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

*(FULL PARTICULARS)*

.....  
SIGNED FOR ACCOUNTING OFFICER