TENDER DOCUMENT

FOR

SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND END USER TRAINING OF LABS EQUIPMENT FOR SCHOOL OF ENGINEERING

TENDER NO: UOE/LABS/EQUIP/25/2018-2019

CLOSING/OPENING DATE: TUESDAY 18TH DECEMBER, 2018

AT 11.00AM
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University of Eldoret wishes to invite open sealed tender for the listed item below from eligible candidates.

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<td>1.</td>
<td>UoE/LABS/EQUIP/25/2018-2019</td>
<td>Supply, Delivery, Installation Commissioning and End User Training of Labs Equipment for School of Engineering.</td>
<td>Tuesday 18th December 2018 at 11.00am</td>
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Interested eligible bidders may obtain further information and inspect tender documents from the Procurement Office, University of Eldoret during normal working hours (Monday to Friday) from 8:00am-1:00pm and from 2:00pm to 5:00pm.

All Tenders must be accompanied by a Bid Bond of 2% in the form of a banker’s cheque from reputable bank or approved insurance company and must be delivered with Tender Documents.

A complete set of tender documents may be obtained by interested bidders upon payment of non refundable fee of Ksh 1,000 in Bankers Cheque or direct deposit to the University of Eldoret Bank Account or be downloaded from our University website; www.uoeld.ac.ke free of charge.

Completed tender documents must be returned as specified in the tender document and deposited in the tender box situated at the main entrance of Administration Block and addressed to:

The Vice-Chancellor
University of Eldoret
P.O Box 1125-30100
Eldoret.

So as to reach on or before Tuesday, 18th December, 2018 at 11.00 am. Prices quoted must be net (including duty and VAT where applicable) and should remain valid for a minimum period of 150 days from the closing date. Tenders will be opened immediately after the closing time, in the Forestry complex Building committee room in the presence of candidate’s representatives who choose to attend.

University of Eldoret reserves the right to reject any tender without giving reasons for the rejection and does not bind itself to accept the lowest or any tender.

**VICE-CHANCELLOR**
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SECTION II – INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the invitation to tender. Successful tenderers shall complete the supply, install and commissioning of the requirements by the intended completion date specified in the tender documents.

2.1.2 The University employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where 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 University 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 Eligible Equipment

2.2.1 All equipment to be supplied and installed 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 equipment(s) are produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

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

2.3 Cost of Tendering

2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the University, 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 be Ksh 1,000.00

2.3.3 The University shall allow the tenderer to review the tender document free of charge before purchase.
2.4. **Contents of Tender Document**

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

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

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

2.5 **Clarification of Tender Documents**

2.5.1 A prospective tenderer making inquiries of the tender documents may notify the University in writing or by post at the University’s address indicated in the invitation for tenders. The University 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 University. Written copies of the University response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.2 The University 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 Tender Documents**

2.6.1 At any time prior to the deadline for submission of tender, the University, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
2.6.2 All prospective tenderers that have obtained the tender documents will be notified of the amendment in writing or by post and will be binding on them.

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

2.7 Language of Tender

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

2.8 Documents Comprising the Tender

2.8.1 The tender prepared by the tenderers shall comprise the following components,
   (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
   (b) documentary evidence established in accordance with paragraph 2.12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted; documentary evidence established in accordance with paragraph 2.13 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
   (c) tender security furnished in accordance with paragraph 2.14 Confidential Business Questionnaire

2.9 Tender Form

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

2.10 Tender Prices

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

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

(i) the price of the equipment quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:

(ii) charges for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination; and

(iii) Installation charges shall also be indicated separately for each equipment

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

2.11 Tender Currencies

2.11.1 Prices shall be quoted in the following currencies:

(a) For equipment 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 may be quoted in US Dollars or in another freely convertible currency.

(c) Cost of installation and commissioning will be in Kenya Shillings.

2.12 Tenderers Eligibility and Qualifications

2.12.1 Pursuant to paragraph 2.1, the tenderers 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.

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

2.12.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the University satisfaction;

(a) that, in the case of a tenderer offering to supply equipment under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the equipment, Manufacturer or producer to supply the equipment

(b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;

(c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent
in Kenya equipped, and able to carry out the Tenderer’s maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Document

2.13.1 Pursuant paragraph 2.2 of this section, the tenderer 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

2.13.2 The documentary evidence of the eligibility of the goods shall consist of 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 equipment 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 equipment
   b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the equipment for a period of two (2) years, following commencement of the use of the equipment by the University: and
   c) a clause-by-clause commentary on the University Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the commentary to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for

workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the University 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 University’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 and form specified in the Appendix to Instructions to Tenderers.

2.14.2 The tender security shall be 2% percent of the tender price.

2.14.3 The tender security is required to protect the University against the risk
of Tenderer’s conduct which would warrant the security’s forfeiture, pursuant to paragraph 2.14.7

2.14.4 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the University as non-responsive, pursuant to paragraph 2.22

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

2.14.6 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

2.14.7 The tender security may be forfeited:

a) if a tenderer withdraws its tender during the period of tender validity specified by the University 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

   c) If the tenderer rejects correction of an arithmetic error in the tender.

2.15 Validity of Tenders

2.15.1 Tenders shall remain valid for 150 days or as specified in the tender documents after date of tender opening prescribed by the University, pursuant to paragraph 2.20. A tender valid for a shorter period shall be rejected by the University as non-responsive.

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

2.16 Format and Signing of Tender

2.16.1 The University 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. All pages of the tender, except for 
unamended printed literature, shall be initialed by the person or persons 
signing the tender.

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

2.17  Sealing and Marking of Tenders

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

2.17.2 The inner and outer envelopes shall:

(a) be addressed to the University at the following address

    The Vice-Chancellor
    University of Eldoret
    P.O Box 1125-30100
    ELDORF

(b) Bear the tender number and name in the Invitation to Tender and the words “DO NOT OPEN”

    Before Tuesday, 18th December, 2018 at 11.00am

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

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

2.18  Deadline for Submission of Tenders

2.18.1 Tenders must be received by the University at the address specified 
under paragraph 2.17.2 not later than Tuesday, 18th December, 2018 at 
11.00am and be deposited in the tender box at University of Eldoret 
Administration block at reception Room.

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

2.18.3 Bulky tenders which will not fit in the tender box shall be received by the 
University as provided for in the Appendix.
2.19 **Modification and Withdrawal of Tenders**

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

2.20 **Opening of Tenders**

The University will open all tenders in the presence of tenderers’ representatives who choose to attend, **on Tuesday, 18th December, 2018 at 11.00am** at the University of Eldoret, Forestry complex Building committee. The tenderers’ representatives who are present shall sign a tender opening register evidencing their attendance.

2.20.1 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 University, at its discretion, may consider appropriate, will be announced at the opening.

2.20.2 The University will prepare minutes of the tender opening.

2.21 **Clarification of Tenders**

2.21.1 To assist in the examination, evaluation and comparison of tenders the University may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.21.2 Any effort by the tenderer to influence the University in the University’s tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers’ tender.
2.22 Preliminary Examination and Responsiveness

2.22.1 The University will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price 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 may be forfeited. If there is a discrepancy between words and figures the amount in words will prevail.

2.22.3 The University may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the University 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 University's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 If a tender is not substantially responsive, it will be rejected by the University and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.23 Currency

2.23.1 All prices quoted shall be in Kenya Shillings.

2.24 Evaluation and Comparison of Tenders

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

2.24.2 The University’s evaluation of a tender will exclude and not take into account:

(a) in the case of equipment manufactured in Kenya or equipment of foreign origin already located in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the tenderer; and

(b) any allowance for price adjustment during the period of execution of the contract, if provided in the tender.
2.24.3 The comparison shall be of the ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within Kenya, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods.

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

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

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

(a)  
*Delivery schedule*

(i) The University 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 University be 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 University may consider the alternative payment schedule offered by the selected tenderer.

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

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

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

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

2.25  
**Contacting the University.**

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

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

2.26  
**Award of Contract**

(a)  
**Post-Qualification**

2.26.1 In the absence of pre-qualification, the University will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
2.26.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the University deems necessary and appropriate.

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

(b) **Award Criteria**

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

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

a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.

b) Legal capacity to enter into a contract for procurement

c) 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.

(c) **University’s Right to accept or Reject any or All Tenders**

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

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

2.26.8 The University 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.

2.26.9 A tenderer who gives false information in the tender document about it’s 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 University will notify the successful tenderer in writing that its tender has been accepted.

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

2.27.3 Upon the successful Tenderer’s furnishing of the performance security pursuant to paragraph 2.29, the University will simultaneously inform the other tenderers that their tenders have not been successful.

2.28 Signing of Contract

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

2.28.2 After fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the University.

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 Performance Security

2.29.1 Performance security shall be in the amount of 5% of the tender price and should be submitted within thirty (30) days of the receipt of notification of award from the University, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the University.

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

2.30 Corrupt or Fraudulent Practices

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

3.30.2 The University 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.
3.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya

SECTION III: GENERAL CONDITIONS OF CONTRACT

APPENDIX TO INSTRUCTIONS TO TENDERERS

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

<table>
<thead>
<tr>
<th>Instructions to tenderers reference</th>
<th>Particulars of appendix to instructions to tenders</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.11.1</td>
<td>Currency</td>
</tr>
</tbody>
</table>

All prices shall be quoted in Kenya Shillings.

2.14.1 **Tender Security**

Tender security shall be in the amount of 2% of the tender price. The security shall be in form of a bank draft or bank guarantee issued by a reputable bank located in Kenya or bond from an insurance company authorized to transact bid bonds by PPOA as provided in the format in the tender.

2.25.1 **Preference**

The University shall not allow preference in the evaluation of tenders

2.27.5 **Varying of Quantities**

The University reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the schedule of requirements by 10%.

2.27.4 **Right to award Contract**

The University reserves the right to award the contract in whole or in part without any change in the Unit price or award the contract based on single or multiple award on single tender i.e award to two or more suppliers as per the Public Procurement Oversight Authority guidelines.

2.31 **Sourcing of Information**

The tenderer shall obtain for himself/herself on his/her own responsibility, all information that may be necessary for preparing the tender and entering into a contract.
<table>
<thead>
<tr>
<th>Instruction to tender reference</th>
<th>Particulars of Appendix to instructions to tenderers</th>
</tr>
</thead>
</table>
| 2.1                             | Indicate eligible tenderers  
This invitation for tenders is open to all tenderers |
| 2.15                            | Validity of tenders  
The tenders shall remain valid for 150 days |
| 2.20                            | Deadline for submission of tenders  
Tenders will be opened on Tuesday, 18th December, 2018, at 11.00am |
| 2.24                            | Evaluation and comparison of tenders  
The lowest evaluated bidder per item will be awarded the contract. |
| 2.27                            | Notification of award  
The University will notify the successful tenderer in writing that its tender has been accepted. |
| 2.29                            | Performance security of 5% of the tender price should be submitted within 30 days of receipt of notification of award letter from the University. |
Table of Clauses

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3.2 Application..........................................................20
3.3 Country of Origin.....................................................20
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3.6 Patent Rights........................................................21
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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

(a) “The Contract” means the agreement entered into between the University and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.

(c) “The Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the University under the Contract.

(d) “The University” means the organization purchasing the Goods under this Contract.

(e) ‘The Tenderer’ means the individual or firm supplying the Goods under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the University for the Procurement Installation and commissioning of equipment to the extent that they are not superceded by provisions of other part of contract.

3.3 Country of Origin

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

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

3.4 Standards

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

3.5 Use of Contract Documents and Information

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

3.5.2 The tenderer shall not, without the University prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above.

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

3.6 Patent Rights

3.6.1 The tenderer shall indemnify the University against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the University.

3.7 Performance Security

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

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

3.7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the University and shall be in the form

6000
b) Bank Guarantee
c) Such insurance guarantee approved by the Authority
d) Letter of credit.

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

3.8 Inspection and Tests

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

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

3.8.3 Should any inspected or tested equipment fail to conform to the Specifications, the University may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the University.
3.8.4 The University right to inspect test and where necessary, reject the equipment after the equipment arrival and installation shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the University or its representative prior to the equipment delivery.

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

3.9 Packing

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

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

3.10 Delivery and Documents

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

3.11 Insurance

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

3.12 Payment

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

3.12.2 Payments shall be made promptly by the University as specified in the contract

3.13 Prices

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

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

3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
3.13.4 Price variation requests shall be processed by the University within 30 days of receiving the request.

3.14. Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the University prior written consent.

3.15. Subcontracts

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

3.16. Termination for Default

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

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

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

I if the tenderer, in the judgment of the University has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

3.17. Termination for convenience

3.18. Liquidated Damages

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

3.19. Resolution of Disputes

3.19.1 The University and the tenderer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
3.19.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.20. Language and Law

3.20.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise specified in the SCC.

3.21. Force Majeure

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

3.22 Notices

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

3.22.2 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. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC. The amount of the performance security as a percentage of the Contract price shall be 5%. The performance security shall be denominated in Kenya Shillings and shall be in the form of a bankers cheque, bank guarantee or irrevocable letter of credit issued by a reputable bank located in Kenya.

4.2 Payment Terms
The method and conditions of payment to the tenderer under this contract shall be as follows:

6000 payment for the Goods shall be made in Kenya shillings
(ii) payment for the Goods shall be made by the University’s cheque/ Electronic Funds Transfer
(iii) there shall be no advance payment under this contract
(iv) payments will be made by the University, within sixty (60) days after submission of an invoice and a statement or claim by the tenderer.

4.3 Prices
Prices quoted by the tenderer shall be fixed during the tenderers performance of the contract and not subject to variation on any account for the period of contract except due to statutory/legislative requirement and foreign exchange fluctuations. The University will only absorb exchange rate fluctuations beyond 10% of the Central Bank of Kenya (CBK) mean exchange rate at the date of bidding. Unit price quoted shall be inclusive of all other charges incidental to the delivery of goods to our stores.

4.4 Delivery and installation of equipment

(a) Delivery and installation of equipment shall be made by the tenderer to the University and in accordance with the time schedule prescribed by contract between the University and the parties in the Local Purchase Orders.
(b) If at any time during the performance of the Contract, the tenderer should encounter conditions impeding timely delivery of the Goods, the tenderer shall promptly notify the University in writing of the fact of the delay, it’s likely duration and its causes. On receipt of the tenderer’s notice, the University shall evaluate the situation and may at its discretion extend the tender’s time for delivery with or without liquidated damages, in which case the extension shall be ratified by the University by amendment of the Local Purchase Order.
(c) Except as provided under the General Conditions of contract paragraph
3.21 Delay by the tenderer in the performance of its delivery obligations shall render the tenderer liable to the imposition of liquidated damages pursuant to paragraph 3.18 unless an extension of time is agreed upon pursuant to paragraph 2 (b) above without application of liquidated damages.

(d) Upon delivery and completion of installation and acceptance of the equipment, the tenderer shall notify the University and forward the following documents to the University:

(a) Copies of the supplier invoice showing equipment description, quantity, unit price, total amount and Local Purchase Order number (LPO).

(b) Delivery note giving details as (a) above. 

(c) Certificate of Origin.

The University with the arrival of the Goods shall receive the above documents, and if not received, the Goods will be rejected and the tenderer will be responsible for any consequent expenses.

4.5 Standards

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.

(ii) If, for reasons attributed to the tenderer, these warranties are not attained in whole or in part. The supplier shall either:

(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

(b) Replace such Goods with the ones that conform to the specifications in the contract at his own costs.

4.6 Ownership Transfer:-

Ownership of the goods is transferred to University of Eldoret after acceptance of quality of the goods. If the goods are rejected they shall be collected as promptly as possible but not later than 7 days failure to which demurrages charges shall accrue at rate of 2% of the total value and be disposed after 21 days at suppliers cost.
4.7 The Tenderers shall submit a statement confirming that they have not been debarred from participating from public procurement.

4.8 Dispute Resolution.

Any dispute arising out of the contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an arbitrator, the arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.
SECTION VII – EVALUATION CRITERIA

Evaluation on bids will be conducted at three stages

STAGE 1: Preliminary Examination of Tender

Any bid that fails to meet the mandatory requirements shall not proceed to the next stage.

A-Preliminary Evaluation (Mandatory Requirements)

<table>
<thead>
<tr>
<th>No</th>
<th>Requirement (submit certified copies)</th>
<th>Score %</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Certificate of Incorporation</td>
<td>Mandatory</td>
</tr>
<tr>
<td>2.</td>
<td>VAT Registration Certificate</td>
<td>Mandatory</td>
</tr>
<tr>
<td>3.</td>
<td>PIN Registration certificate</td>
<td>Mandatory</td>
</tr>
<tr>
<td>4.</td>
<td>Valid TAX Compliance Certificate</td>
<td>Mandatory</td>
</tr>
<tr>
<td>5.</td>
<td>Original Bid Bond and valid for 120 days from the date of tender opening</td>
<td>Mandatory</td>
</tr>
</tbody>
</table>

B. TECHNICAL EVALUATION

Only bids that attain 50 marks shall proceed to the next stage

<table>
<thead>
<tr>
<th>No</th>
<th>Requirements - Submit Evidence</th>
<th>Score %</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Submit Brochures/Catalogues</td>
<td>15</td>
</tr>
<tr>
<td>2</td>
<td>Indicate the brand</td>
<td>15</td>
</tr>
<tr>
<td>3</td>
<td>Indicate the country of origin</td>
<td>15</td>
</tr>
<tr>
<td>4</td>
<td>Submit a copy of Manufactures Authorizations Certificate</td>
<td>20</td>
</tr>
<tr>
<td>5</td>
<td>Proof of on-going contracts</td>
<td>20</td>
</tr>
<tr>
<td>6</td>
<td>After sale service</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>TOTAL MARKS</td>
<td>100</td>
</tr>
</tbody>
</table>

N/B: Only bidders who score 60% and above will be subjected to financial evaluation. Those who score below 60% will be eliminated at this stage from the entire evaluation process and will not be considered further.

Stage 3. Financial Evaluation

The lowest evaluated bidder will be awarded the contract.
SECTION V - TECHNICAL SPECIFICATIONS

5.1 GENERAL

5.2 These specifications describe the basic requirements for equipment. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply.

5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specific requirement.

5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any, shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products

5.1.4 The tenderers are requested to present information along with their offers as follows:-

(i) Shortest possible delivery period of each product
(ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses
**SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND END USER TRAINING OF LABS EQUIPMENT FOR SCHOOL OF ENGINEERING**

**NOTE:** ALL EQUIPMENTS SHOULD BE BASED ON ISO/EUROPEAN TESTING STANDARDS.

### 1.0 Material Science Lab -

<table>
<thead>
<tr>
<th>S/N</th>
<th>ITEM</th>
<th>SPECIFICATION</th>
<th>QNTY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Ferrous and Non-ferrous Metal furnace</td>
<td>For smelting both ferrous and non ferrous metals. Electric Furnace 50kg molten metal capacity with temperature range control to maximum of 1400°C</td>
<td>1</td>
</tr>
<tr>
<td>1.2</td>
<td>Universal Hardness Tester.</td>
<td>Digital display; Parts: weights of 30, 60, 100, 150, 187.5Kgf, 50mm, diameter flat anvil, 50mm diameter vee anvil, Diamond indenter- Rockwell, 2.5mm diameter; Ball indenter-Brinell; Diamond indenter - Vickers, test blocks, Work piece clamp, with conversion charts.</td>
<td>1</td>
</tr>
</tbody>
</table>

### 2.0 Solid and Structural Mechanics Lab

| 2.1   | Universal Testing Machine    | Universal Material Tester, 20 KN, With accessories for - Compressible strength tests, - Bending tests, - Cupping tests, - Shear tests, - Testing of disc and helical springs Max. test force: 20kN, Max. stroke: 45 mm, Space available for specimens: 165x65mm, Tensile specimens: B6x30mm, DIN 50125, Hardness specimens: l x w x h 30x30x10mm, Dynamometer: measuring range: 0-20kN, graduations: 0.5kN, Dial gauge: measuring range: 0 - 10mm, graduations: 0.01mm. Data acquisition system, with | 1    |
all the accessories and test specimens for Compressive strength test, Bending test, cupping test, shear test and testing of discs and helical springs; tensile test rods Aluminium, copper, brass and steel materials, bending bars, compression plates, coil springs and disk springs

| 2.2 | Fatigue Test Machine | Fatigue Testing Machine, Motor: speed: 2800rpm, output: 0.37Kw. Load: 0 -300N, Load cycle counter: electronic, 8-digit digital display, can be switched to display speed, Test bars: tempering steel Ck 35, 230V , ~50Hz | 1 |
| 2.3 | Torsion Testing Machine | Max. test moment: 200Nm, Test speeds: 50, 100, 200, 500rpm, Specimen length: max. 300mm, Specimen holder: hex socket 19mm AF, Strain gauge torque measurement: 0 - 199.9Nm, Absolute angle encoder, optoelectronic: measuring range: 0 - 3200°, resolution: 0.1°, PC interface: RS232, Frequency converter with 4 fixed speeds, Motor output: 0.12kW | 1 |

3.0 Thermodynamics Lab

| 3.1 | Air Conditioning and Ventilation System | Technical Data Fan, speed-controlled 0...1500min- - max. volumetric air flow rate: 2500m³/h - max. pressure level: 715Pa; - drive motor power: 1,1kW Air heater, 4 stages: 0-5-10-15-20kW Air cooler (direct evaporator), cooling capacity: 27kW Condensing unit - rated cooling capacity: approx. 16,6kW at 7.2/32°C - power consumption: approx. 7,4kW at 7.2/32°C Steam humidifier - steam capacity: 10kg/h - power consumption: 7,5kW | 1 |
| 3.2 | Energy Conversion in a Wind Power Station | Technical Data Axial fan - max. flowrate: 5m³/s - max. power: 1,5kW Rotor - diameter: 510mm Generator - max. output: 60W - voltage: 12VDC | 1 |
| module | - max. charging current: 5A  
Accumulator - voltage: 12VDC - capacity: 8Ah  
Electrical load (bulbs) - voltage: 12VDC  
- power: 55W each  
Measuring ranges - wind velocity: 0,3...50m/s  
- speed: 0...3000min⁻¹ - voltage: 0...20VDC - current: 0...35A  
Connections: 400V, 50/60Hz, 3 phases or 230V, 60Hz, 3 phases LabVIEW software for data acquisition via USB |
|---|---|
| 3.3 Heat Transfer Bench | Specification  
convective heat transfer, exchangeable pipe bundle as heat exchanger, 2 heaters can be inserted in a bundle or alone, air flow rate adjustable, pitot tube and pressure measurement station to determine air velocity, display and control unit indicates air temperature, heater temperature and heating power  
Technical Data  
Duct: - cross-section: 150x150mm, - length: 1.540mm  
Fan: - power: 1,5Kw, - max. flow rate: 2.160m³/h  
Pipe bundle: - 23 pipes (D=10mm), - 23 pipes (D=13mm)  
2 heaters: - power: 1x220W (D=10mm), - power: 1x250W (D=13mm)  
**With the following modules as accessories for the heat transfer bench**  
<table>
<thead>
<tr>
<th>Module</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parallel flow module</td>
<td>2 thermocouples type K: Temperature measurement at the top of the rod-type heater and at the inner surface of the ring heater mounted with quick-action fasteners.</td>
</tr>
<tr>
<td>Technical Data</td>
<td></td>
</tr>
<tr>
<td>Air duct: D=60mm</td>
<td></td>
</tr>
<tr>
<td>Ring heater: - power: 220W, - diameter: 60mm, - length: 30mm</td>
<td></td>
</tr>
<tr>
<td>Rod-type heater: - power: 250W, - diameter: 8mm, - length: 130mm</td>
<td></td>
</tr>
<tr>
<td>Mixed flow module</td>
<td></td>
</tr>
<tr>
<td>Specification</td>
<td></td>
</tr>
<tr>
<td>pipe bundle: 1 rod-type heater, 18 pipes, rod-type heater placed in the centre of the pipe bundle</td>
<td></td>
</tr>
<tr>
<td>up to 8 baffles can be added, thermocouple type K: temperature measurement on the heater sleeve surface, mounted with quick-action fasteners</td>
<td></td>
</tr>
</tbody>
</table>

| Technical Data                |                                                                              |
| Rod-type heater power: 250W   |                                                                              |
| Pipe diameter: 100mm          |                                                                              |

<table>
<thead>
<tr>
<th>3.4 Rankine Cycle Steam Power</th>
<th>A steam turbine plant designed for engineering steam power education.</th>
</tr>
</thead>
</table>

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<table>
<thead>
<tr>
<th><strong>System</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Consisting of a fossil-fueled boiler, steam turbine and condenser tower mounted on a rigid, mobile frame.</td>
</tr>
<tr>
<td>Boiler of a tube-type, flame through design with access doors to view the inner workings.</td>
</tr>
<tr>
<td>Steam rate adjustable through a steam admission valve, regulating turbine speed and energy output.</td>
</tr>
<tr>
<td>Axial flow turbine used to drive an alternating current generator.</td>
</tr>
<tr>
<td>Generator output to be rectified allowing the output of direct current.</td>
</tr>
<tr>
<td>Generator output capable of delivering 15 Volts at 1 Amp to infinitely adjustable 15 Watt load.</td>
</tr>
<tr>
<td><strong>Boiler:</strong> Pressure 120psi (827kPa), Temperature 482°F (250°C)</td>
</tr>
<tr>
<td><strong>Generator:</strong> 15Volts, 1.0 Amp Total load of 15 watts</td>
</tr>
<tr>
<td><strong>Operating requirements:</strong> Power 220V single phase 50/60hz</td>
</tr>
<tr>
<td><strong>Fuel:</strong> Liquid Propane</td>
</tr>
<tr>
<td>Unit to include analog boiler pressure gauge, generator voltage and generator current meters.</td>
</tr>
<tr>
<td>Installed data acquisition sensors and channels: Boiler temperature and pressure, Turbine inlet temperature and pressure, Turbine exit temperature and pressure, Turbine RPM, Fuel flow</td>
</tr>
</tbody>
</table>
Generator voltage output and current draw

Analog data: boiler pressure, generator voltage, current draw

To be supplied with a USB based digital data acquisition system complete with computer and user configurable data acquisition software capable of measuring and recording analog, digital and frequency signals.

Equipped with calibrated transducers and thermocouples capable of measuring boiler temperature and pressure, turbine inlet and exit temperature and pressure, turbine RPM, fuel flow rate and generator load, voltage and current.

All metal surfaces to be stainless steel, anodized or powder coated to promote durability and wear resistance.

Provided with a comprehensive Operator’s Manual with design, operation and construction information.

Provided with summary operating checklists for all operating conditions.

Provided with safety instructions to address all operating conditions.

<table>
<thead>
<tr>
<th>4.0 Fluid Mechanics and Hydrology Lab</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1 Studies of Hydrology Apparatus</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Technical Data</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Experimental section</strong></td>
</tr>
<tr>
<td>- Area: 2x 1m², depth: 0,2m</td>
</tr>
<tr>
<td>- max. sand filling: 0,3m³</td>
</tr>
<tr>
<td>- Inclination adjustment: -2,5...5%</td>
</tr>
<tr>
<td><strong>Precipitation device</strong></td>
</tr>
<tr>
<td>- 8 nozzles, switchable in 2 groups of 4 nozzles</td>
</tr>
<tr>
<td>- Flow rate: 1...4,7L/min, square spray pattern</td>
</tr>
<tr>
<td><strong>Pump</strong></td>
</tr>
<tr>
<td>- Power consumption: 0,55kW</td>
</tr>
</tbody>
</table>
### Sediment transport in river courses

<table>
<thead>
<tr>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Open-channel bed-load transport</strong></td>
</tr>
<tr>
<td>Two different discharge levels can be set: small discharge for experiments on meanders, large discharge for experiments with structures</td>
</tr>
<tr>
<td>Experimental flume with experimental section, inlet element, outlet element, closed water circuit, 1 set of models</td>
</tr>
<tr>
<td>Closed water circuit with water tank with sediment trap, pump, and electromagnetic flow meter</td>
</tr>
<tr>
<td>Experimental section with grooves for plate weirs to realise different flow conditions</td>
</tr>
<tr>
<td>Measurement of profiles along the bottom with moveable instrument carrier and point gauge</td>
</tr>
<tr>
<td>Inlet element with plate weir to protect against sediment flowing back</td>
</tr>
<tr>
<td>Models supplied 3 bridge piers, 2 islands, set of deflection plates (for your own model ideas)</td>
</tr>
</tbody>
</table>

- **max. flow rate:** 2000L/h
- Storage tank, stainless steel: content 180L
- 19 tube manometers: 300mmWC
- Measuring ranges
- **flow rate (inlet):** 150...1600L/h
### Sediment trap with filter element for sand

Experimental section, inlet and outlet element made of stainless steel

### Technical Data

**Experimental flume**
- Stainless steel
- Dimensions of the experimental section:
  - 5000x800x250mm

**Pump**
- Power consumption: 3.6kW
- max. head: 11.5m
- max. flow rate: 74m³/h

**Storage tank, content:** approx. 1000L

**Sediment trap filter element**
- Aperture size: 156mesh

**Flow meter**
- measuring range: 70m³/h
<table>
<thead>
<tr>
<th>Trainer</th>
<th>Aerodynamics experiments in the fields of flow around, incident flow and flow through models, as well as further experiments in the field of steady incompressible flow.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Vertical measurement section with flow straightener and nozzle</td>
</tr>
<tr>
<td></td>
<td>Radial fan infinitely variable via frequency converter</td>
</tr>
<tr>
<td></td>
<td>Thermometer for measuring air temperature</td>
</tr>
<tr>
<td></td>
<td>Accessory securely attached with quick release fasteners</td>
</tr>
<tr>
<td></td>
<td>16 tube manometers for displaying pressures</td>
</tr>
<tr>
<td><strong>Accessories for the field of flow around bodies:</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Boundary layers</td>
</tr>
<tr>
<td></td>
<td>Drag forces</td>
</tr>
<tr>
<td></td>
<td>coanda effect</td>
</tr>
<tr>
<td></td>
<td>Visualisation of Streamlines</td>
</tr>
<tr>
<td><strong>Accessories for the field of steady incompressible flow:</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bernoulli's principle</td>
</tr>
<tr>
<td></td>
<td>Flow in a pipe elbow</td>
</tr>
<tr>
<td></td>
<td>Free jets</td>
</tr>
<tr>
<td></td>
<td>Technical Data</td>
</tr>
<tr>
<td>4.4 Fluid Mechanics Trainer</td>
<td>Specification</td>
</tr>
<tr>
<td>----------------------------</td>
<td>---------------</td>
</tr>
<tr>
<td>Radial fan</td>
<td></td>
</tr>
<tr>
<td>- power consumption: 0.37kW</td>
<td></td>
</tr>
<tr>
<td>- max. flow rate: 15m³/min</td>
<td></td>
</tr>
<tr>
<td>- nozzle exit cross-section: 50x100mm</td>
<td></td>
</tr>
<tr>
<td>- max. flow velocity at the nozzle exit: 40m/s</td>
<td></td>
</tr>
</tbody>
</table>

Interchangeable measuring objects, partly transparent: angle seat valve, diaphragm valve, ball valve, non-return valve, strainer, Pitot tube, Venturi nozzle, orifice plate flow meter and measuring nozzle

Different pipe sections

Annular chambers allow precise measurement of pressure

Tube manometer for measuring the differential pressure

Flow measurement using rotameter

Digital displays for pressure and differential pressure

Software for data acquisition via USB

Additional set of measuring objects
<table>
<thead>
<tr>
<th><strong>Pump</strong></th>
<th><strong>Storage tank:</strong> 55L</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Power consumption: 0.68kW</td>
<td></td>
</tr>
<tr>
<td>- max. flow rate: 7.2m³/h</td>
<td></td>
</tr>
<tr>
<td>- max. head: 22.8m</td>
<td></td>
</tr>
</tbody>
</table>

**Pipe section for interchangeable measuring objects**

- 32x1.8mm, PVC
- 3 straight pipe sections, length: 1000mm
- ½", St, galvanised
- 18x1mm, Cu
- 20x1.5mm, PVC

**Pipe section, PVC**

- gradual contraction, diameter: 20x1.5-16x1.2mm
- gradual enlargement, diameter: 20x1.5-32x1.8mm
- with 90° pipe angle/ pipe bend,

  diameter: 20x1.5mm

**Tube manometer:** 2x 2 tubes, 1x 6 tubes
<table>
<thead>
<tr>
<th>Measuring ranges</th>
</tr>
</thead>
<tbody>
<tr>
<td>- differential pressure: 0...200mbar</td>
</tr>
<tr>
<td>- pressure: 6x 0...600mbar</td>
</tr>
<tr>
<td>- flow rate: 0.4...4m³/h</td>
</tr>
<tr>
<td>- temperature: 0...60°C</td>
</tr>
</tbody>
</table>

### 4.5 Pelton Turbine Specification

Recording the curves of a Pelton turbine and investigating the influence of the nozzle cross-section, Transparent front panel for observing the operating area, Loading the turbine by use of an air-cooled band brake, Adjustable nozzle needle for setting different nozzle cross-sections

Non-contact speed measurement at the turbine shaft and force sensor at the brake for measuring the torque, Force sensor at the turbine inlet, Speed, torque and pressure displayed on the switch cabinet, Water supply, flow rate measurement and data processing software

**Technical Data**

**Turbine**

- output: approx. 350W at 1000min⁻¹, 150L/min,
- H=20m
- max. speed: 1500min⁻¹
- rotor
  14 vanes
  medium diameter: 165mm

Measuring ranges
- torque: 0...9,81Nm
- pressure: 0...4bar abs.
- speed: 0...4000min-1

4.6 Pump Performance Characteristics

Table: Pump Performance Characteristics

<table>
<thead>
<tr>
<th>Specification</th>
<th>1</th>
</tr>
</thead>
<tbody>
<tr>
<td>functioning and operating behaviour of a centrifugal pump</td>
<td></td>
</tr>
<tr>
<td>closed water circuit contains centrifugal pump with drive motor and a transparent water tank</td>
<td></td>
</tr>
<tr>
<td>transparent housing for observing the pump impeller</td>
<td></td>
</tr>
<tr>
<td>variable speed via frequency converter</td>
<td></td>
</tr>
<tr>
<td>adjustment of pressure conditions at intake and delivery side by valves</td>
<td></td>
</tr>
<tr>
<td>sensors for pressure at intake and delivery side of the pump, temperature and flow rate</td>
<td></td>
</tr>
<tr>
<td>microprocessor-based measuring technique</td>
<td></td>
</tr>
<tr>
<td>unit-specific software for data acquisition and operation via USB</td>
<td></td>
</tr>
</tbody>
</table>
### Technical Data

- Centrifugal pump with drive motor
  - Power consumption: 370W
  - Speed: 0...3000min
  - Max. flow rate: approx. 40L/min
  - Max. head: approx. 10m

- Water tank: approx. 15L

### Measuring ranges

- Pressure (intake side): -1...1 bar
- Pressure (delivery side): 0...5 bar
- Flow rate: 3,5...50L/min
- Temperature: 0...130°C

---

### 5.0 Theory of Machines Lab

#### 5.1 Machinery Diagnostics System

<table>
<thead>
<tr>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base unit for machinery diagnostic training system, rigid base plate with workpiece holder slots</td>
</tr>
<tr>
<td>Drive motor with variable speed via frequency converter, digital speed and power</td>
</tr>
</tbody>
</table>
display

2 shafts: 1x short, 1x long

2 unbalanced flywheels with interchangeable balance weights

bearing blocks, roller bearings, interchangeable

fixing holes for vibration measurement transducer

flexible claw coupling and ControlflexR coupling

motor can be aligned obliquely and transversally

transparent protective hood

stackable box for components

Technical Data

Asynchronous motor with frequency converter

- drive power output: 0.37kW, - nominal speed: 2.800min-

Speed range via frequency converter

- 100...6.000min-

Control unit with digital power and speed display

2 shafts: D=20mm, 690g and 1.300g

2 unbalanced flywheels
- D=150mm, each 1.675g, with interchangeable balance weights (bolts)

2 bearing blocks: roller bearings can be exchanged

ControlflexR coupling: nominal torque: 15Nm

**With the following accessories modular kits to be used with the machine diagnostic system**

Computerised Vibration Analyser, Elastic Shaft Kit

Crack Detection in Rotating Shaft Kit, Roller Bearing Faults Kit, Couplings Kit, Belt Drive Kit, Damage to Gears Kit, Crank Mechanism Kit, Cavitation in Pumps Kit, Vibrations in Fans Kit, Electromechanical Vibrations Kit, Brake & Load Unit

### 5.2 Free and Forced Vibration Apparatus

**Specification**

Instructional and experimental vibration system, experiments on damping, resonance, two-weight system and vibration absorption

6 pendulum oscillators, 2 bar-type oscillators, 1 spring-mass oscillator

Electrical imbalance exciter

Electrically driven drum recorder

Amplitude meter with electric contact for triggering equipment

Storage system to house the components

Electronic exciter control unit with digital frequency display and TTL output for
triggering external units

Adjustable absorber with leaf spring

Oil-filled damper

Technical Data

Bar, rigid: l x w x h: 700x25x12mm, 1.6kg

Bar, flexible: l x w x h: 25x4x700mm, 0.6kg

Tension / compression springs
- 0.75N/mm
- 1.5N/mm
- 3.0N/mm

Imbalance exciter
- 0...50Hz
- 100cmg

Oil-filled damper: 5...15Ns/m

Absorber
- leaf spring, w x h: 20x1.5mm
- total weight: approx. 1.1kg
<table>
<thead>
<tr>
<th>6.0 AUTOMOTIVE, FARM POWER AND MACHINERY LAB</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.1 Eddy current Engine Dynamometer with fully digital automatic controller</td>
</tr>
<tr>
<td>Power Range; Min – 1kW at 600 to 6500 rpm</td>
</tr>
<tr>
<td>Max: 20kW at 2000 to 6500 rpm</td>
</tr>
<tr>
<td>Torque Capacity: Min 2 Nm</td>
</tr>
<tr>
<td>Max: 80 Nm @ 6500 rpm</td>
</tr>
<tr>
<td>Maximum Linear Speed: 6500 rpm</td>
</tr>
<tr>
<td><strong>Measurement Resolution &amp; Accuracy</strong></td>
</tr>
<tr>
<td>Speed: +/-0.1rpm, +/-1 digital FS</td>
</tr>
<tr>
<td>Resolution: 1 rpm</td>
</tr>
<tr>
<td>Mounting: Engine mounting stand</td>
</tr>
<tr>
<td>Direction of rotation: Bidirectional</td>
</tr>
<tr>
<td>Electronics controller allowing (i) Open loop (ii) Constant Torque (iii) Constant Speed</td>
</tr>
<tr>
<td>Sensors and Transducers with spares</td>
</tr>
<tr>
<td><strong>Thermocouple k type (Cr-Al) 5 channels 0-1200°C</strong></td>
</tr>
<tr>
<td><strong>Universal strain gage load cell: Capacity 100Kg – 2 NOS</strong></td>
</tr>
<tr>
<td><strong>Intake air pressure transmitter</strong></td>
</tr>
<tr>
<td><strong>Exhaust Gas pressure transmitter</strong></td>
</tr>
<tr>
<td><strong>Relative humidity Transmitter</strong></td>
</tr>
<tr>
<td><strong>Magnetic pickup- Permanent Magnet type – 4nos</strong></td>
</tr>
<tr>
<td><strong>With</strong></td>
</tr>
<tr>
<td><strong>Gravimetric fuel consumption meter: provision for 5 ranges of measurement</strong></td>
</tr>
<tr>
<td><strong>Digital speed indication</strong></td>
</tr>
<tr>
<td><strong>Application:</strong> Automotive/Gas/Diesel Engines</td>
</tr>
<tr>
<td><strong>Has Flow control, Data Acquisition, Engine Exhaust Analysis, Alarms present &amp; Motor power analysis</strong></td>
</tr>
</tbody>
</table>

6.2 **Load Cell**

| **For testing drawbar power** |  |
| **Specifications** |  |
| **Capacity: 4000kN** |  |
| **Accessories** |  |
| **Hand held data logger with in/output port compatible with Pc** |  |
| 6.3 | **Digital Tachometer (Dual contact)** | *Connection cable minimum 3metres to data logger*
Provision to attach to tractor drawbar on both ends

| **Accuracy:** | 0.05% + 1 digit |
| **Sampling time:** | 1 sec |
| **Power:** | Battery |
| **Resolution:** | 0.1rpm(<1000rpm) 1rpm (>1000rpm) |
| **Range:** | 5 – 10,000rpm |
| **Operating Temperature:** | 0 – 50°C |
| **Display:** | 5 digit LCD |
| **Carrying Case:** | Hard Carrying case |
| **Included:** | Reflective tape |

| 6.4 | **Petrol Injector Tester and Cleaner** | *Ultrasonic cleaning*
Electronic control of oil pressurization levels with LED display
8 different performance tests
Test upto 6 injectors simultaneously
Leak detecting test | 1 |
<table>
<thead>
<tr>
<th>Tool Box</th>
<th>Reverse flushing</th>
<th>Equipped with various adapters and couplers</th>
<th>6.5</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>With Trolley (Movable) Min. two drawers</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>Combination Spanners Nos 6 – 32</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Ring Spanner Nos 5 – 32</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Open/Fix Spanner Nos 5 - 32</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Box Spanner Nos 5 – 32</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Pliers, Torque Wrench,</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 7.0 AGRICULTURAL PROCESSING LAB

#### 7.1 Digital IR Thermometer
- Non-Contact temperature measurement device
- Display: Digital
- Material: Resistance
- Temperature: -18°C – 1150°C
- Repeatability: +/-1% or +/-1°C

#### 7.2 Portable Grain Moisture Meter
- Range: 0.2 -2.4%
- Resolution: 0.1%
- Accuracy: +/-0.1%
| 7.3 | Grain Moisture Analyser, NIR | **Specifications**  
Temperature: 40 – 199  
Readability: 5mg  
Range: 110g  
Display: LCD | 1 |
| 7.4 | Portable Refractometer | **Specifications**  
Measurement range: 0-28% salinity  
Measurement Accuracy: +/-0.2% | 1 |
| 7.5 | Flame Photometer | Application  
Industrial use, Laboratory use  
**Specifications**  
Microprocessor based with printer interface  
Auto Flame failure detection  
Auto gas cutoff  
Determination: Na/K/Ca/Li/Ba | 1 |
<table>
<thead>
<tr>
<th>7.6 Thermo Hygrometer</th>
<th>Min/Max Memor for temperature and humidity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Clock function</td>
</tr>
<tr>
<td></td>
<td>C/F selectable</td>
</tr>
<tr>
<td></td>
<td>Relative humidity: 20 – 90%</td>
</tr>
<tr>
<td></td>
<td>External outdoor sensor cord (Min 3mtrs)</td>
</tr>
<tr>
<td></td>
<td>Battery powered.</td>
</tr>
</tbody>
</table>

### 8.0 WATER AND SOIL MECHANICS LAB

<p>| 8.1 CBR Test | In-situ CBR Test Test Apparatus, used for the in-situ determination of the bearing | 1 |</p>
<table>
<thead>
<tr>
<th>Machine And Parts (Hand Operated)</th>
<th>capacity of soils. 50 kN capacity mechanical jack with ball seating, 50 kN load ring, Analogue dial gauge (30 mm travel x 0.01 mm) with connection parts, adjustable dial gauge holder, CBR penetration piston, set of extension rods (2 pcs. 102 mm, 1 pcs. 305 mm and 1 pcs. 610 mm length x 49.6 mm dia.), datum bar assembly with two tripod stands, 4.5 kg annular, 4.5 kg slotted and 9 kg slotted surcharge weights and vehicle bracket. Supplied complete with wooden box.</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.2 Soil moisture meter</td>
<td>Professional digital soil moisture meter with USB</td>
</tr>
<tr>
<td>8.3 Shrinkage Limit Set</td>
<td>As per ASTM D 427, BS 1377, Shrinkage Limit Test Set, consists of shrinkage prong plate, 2pcs.shrinkage dish Ø:45mm h:10mm, crystallizing dishØ:55mm h:35mm, porcelain evaporating dish120mm, spatula 120mm, 25ml graduated cylinder and carrying case.</td>
</tr>
<tr>
<td>8.4 Unconfined Compression Tester</td>
<td>Multiplex Universal Electromechanic Test Machine, 50 kN capacity, servo motor and BC 100 TFT display data acquisition and controls system, used for making uniaxial, triaxial CBR and marshall tests. Testing speed can be set between 0.00001 mm/min to 51 mm/min. Supplied complete with a 50 kN load cell and a 25 mm x0.001 mm linear potentiometric displacement transducer. 220-240V, 50-60Hz, 1ph. Compression Platens, used to perform uniaxial and unconfined compression tests with TM-0108 multiplex machine. Supplied complete with ball seating assembly.</td>
</tr>
<tr>
<td>8.5 Compaction moulds</td>
<td>Standard Proctor Mould, int. dia.105mm, height: 115.5 mm, supplied complete with extension collar and baseplate. Modified Proctor mould, int. dia. 152.4 mm, height: 115.5 mm, supplied complete with extension collar and base plate. Modified Proctor Compaction Rammer TS 1900-1 (High Energy), rammer dia: 50 mm, free fall height: 458 ± 1.5 mm, rammer weight: 4500 ± 50 g. Standard Proctor Compaction Rammer TS 1900-1</td>
</tr>
<tr>
<td>Section</td>
<td>Equipment/Procedure</td>
</tr>
<tr>
<td>---------</td>
<td>---------------------</td>
</tr>
<tr>
<td>8.6</td>
<td>Falling Head Apparatus</td>
</tr>
<tr>
<td>8.7</td>
<td>Soil Triaxial tester</td>
</tr>
<tr>
<td>8.8</td>
<td>Triaxial Cell</td>
</tr>
<tr>
<td>8.9</td>
<td>Sieve Shaker - Rotap</td>
</tr>
<tr>
<td>8.10</td>
<td>Standard soil Compaction Test</td>
</tr>
<tr>
<td>8.11</td>
<td>Cone Penetrometer</td>
</tr>
</tbody>
</table>
| 8.12 | Digital Turbidity Meter | Detector: Photocell/Photodiode  
Range: 0-1000NTU (in 3 Ranges), 0-200  
**Principle:** Nephelometric(90° scattered light) **Light source:** IR-LED (860 nm)  
Auto – Off automatic switch off Clock real time clock, Memory capacity 1000 data sets with date, time and registration number, **Range 0.01 - 1100 NTU(Auto range), Resolution** 0.01 from 0.01 - 9.99 (NTU), 0.1 NTU from 10.0 - 99.9, 1 NTU from 100 - 1100  
**Accuracy** ± 2 % of reading or 0.01 (0 - 500) (NTU) ± 5 % of reading (500 - 1100)  
Interface RS232 for printer and **PC Connection:** 9-pin D-sub-mail connector; data format ASCII Power supply 7 NiCd rechargeable batteries. Acid and solvent resistant keypad. | 2 |
| 8.13 | Soil Testing Kit | Hand Operated Auger Boring Set, including Thandle with 1meter rod,Ø:80mmØ:100mmandØ:150mm auger heads with Extension rod | 2 |
| 8.14 | Water & Soil Testing Analysis Kit | Uses DC 1.5V Dry cells and 230V AC 50Hz  
Parameter: pH/EC/TDS/DO/ORP/Salinity/Temp.  
pH Range: 0-14pH  
Salinity Range: 0-50ppt  
TDS Range: 0-200ppm  
Conductivity Range: 0-2000mS | 1 |
<table>
<thead>
<tr>
<th>DO Range: 0-20ppm</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>mV Range (mV): 0+/−1999mV</td>
<td></td>
</tr>
<tr>
<td>Temperature Range: 0 - 100°C</td>
<td></td>
</tr>
</tbody>
</table>

**NOTE:** ALL EQUIPMENTS SHOULD BE BASED ON ISO/EUROPEAN TESTING STANDARDS
### PRICE SCHEDULE

**TENDER NO. UoE/LABS/EQUIP/25/2018-2019**

<table>
<thead>
<tr>
<th>No</th>
<th>Item Description</th>
<th>Qty</th>
<th>Unit Cost</th>
<th>Total Amount</th>
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<td>Universal Hardness Tester</td>
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<td>Aerodynamics Trainer</td>
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<td>Fluid Mechanics Trainer</td>
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<td>Petrol Injector Tester and Cleaner</td>
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<td>CBR Test Machine and Parts (Hand Operated)</td>
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<td>Unconfined Compression Tester</td>
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<td>Soil Triaxial Tester</td>
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<td>Digital Turbidity Meter</td>
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<td>8.13</td>
<td>Soil Testing Kit</td>
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<td>8.14</td>
<td>Water &amp; Soil Testing Analysis Kit</td>
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</table>

Tenderer’s Name and Official Stamp
-----------------------------------------------
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-----------------------------------------------
Signature: ---------------------------------------
Date: -------------------------------------------
SECTION VIII - STANDARD FORMS

Notes on the Standard Forms:

8.1 Form of Tender

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

8.2 Confidential Business Questionnaire Form

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

8.3 Tender Security Form

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

8.4 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.

8.5 Performance Security form

The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the sum provided herein or in another form acceptable to the procuring entity.

8.6 Bank Guarantee for Advance Payment.

When there is an agreement to have Advance payment, this form must be duly completed.

8.7 Manufacturer’s Authorization Form

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

Date ______

Tender No. _

To: _______

[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda

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

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

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

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

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

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

Dated this ___ day of _____ 20___

[signature] [in the capacity of]

Duly authorized to sign tender for an on behalf of.

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

Part 1 – General:

Business Name ..............................................................................................................................................
Location of business premises ...........................................................................................................................
Plot No............................................................................................................................................................
Postal Address ......................... Tel No. .............. Fax ........ Fax E mail ..................................................
Nature of Business .............................................................................................................................................
Registration Certificate No. ..............................................................................................................................
Maximum value of business which you can handle at any one time – Kshs. ..............................................
Name of your bankers .................................................. Branch .................................................................

Part 2 (a) – Sole Proprietor

Your name in full ................................................................. Age ..........................................................
Nationality .............................................. Country of origin ..............................................................
Citizenship details ............................................................................................................................................

Part 2 (b) Partnership

Given details of partners as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Shares</th>
<th>Nationality</th>
<th>Citizenship Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<td>4.</td>
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</table>
### Part 2 (c) – Registered Company

Private or Public

State the nominal and issued capital of company:

<table>
<thead>
<tr>
<th>Nominal Kshs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issued Kshs.</td>
</tr>
</tbody>
</table>

Give details of all directors as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Nationality</th>
<th>Citizenship Details</th>
<th>Shares</th>
</tr>
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</tbody>
</table>

Date ........................................ Signature of Candidate  

If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration
8.3 TENDER SECURITY FORM

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

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity
   specified by the tenderer on the Tender Form; or

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

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

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

[signature of the bank]
8.4 CONTRACT FORM

THIS AGREEMENT made the .......... day of ..........2018 Between
................................................................................................................
(Name of Procuring Entity) of
................................................................................................................
(Country of Procuring Entity)
(Hereinafter called “the Procuring Entity) of the one part
and.................................................................................................................................
(Name of Tenderer) of .................................................... [City and country of Tenderer]
(Hereinafter called “the Tenderer’) of the other part:

WHEREAS the Procuring Entity invited tenders for [certain goods] and has accepted a tender by the
Tenderer for the supply of those goods in the sum of
................................................................................................................
[Contract price in words and figures] (Hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

2. The following documents shall be deemed to form and be read and construed as part of this
Agreement viz:
   a) Tender Form and the Price Schedule submitted by the Tenderer;
   b) Schedule of Requirements;
   c) Technical Specifications;
   d) General Conditions of Contract;
   e) Special Conditions of Contract;
   f) Procuring entity’s Notification of Award;
   g) Notification of Award Letter;
   h) Tender Acceptance Letter;

3. In consideration of the payments to be made by the Procuring entity to the Tenderer as
hereinafter mentioned, the Tenderer hereby covenants with the Procuring entity to provide
the goods and to remedy the defects therein in conformity in all respects with the provisions
of this Contract.

The Procuring entity hereby covenants to pay the Tenderer in consideration of the supply of
the goods and the remedying of defects therein, the Contract Price or such other sum as may
become payable under the provisions of the Contract at the time 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 for and on Behalf of:

Procuring Entity

Prof. Teresa A.O. Akenga
Vice-Chancellor

In the Presence of:

Signed for and on Behalf of:

Tenderer

Director

In the Presence of:
8.5 PERFORMANCE SECURITY FORM

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

WHEREAS ......................................... [name of tenderer] (hereinafter called“the tenderer”) has undertaken, in pursuance of Contract No. __________________________
__ [reference number of the contract] dated __________________ 20 ____________ to supply ____________________________ [description of goods]
(hereinafter called “the Contract”).

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

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

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

This guarantee is valid until the ______________ day of ____________ 20 __________

Signed and seal of the Guarantors

__________________________
[name of bank or financial institution]

__________________________
[address]

__________________________
[date]

(Amend accordingly if provided by Insurance Company)
8.6 BANK GUARANTEE FOR ADVANCE PAYMENT

To ........................................................................................................

[name of Procuring entity]

[name of tender] .............................................................................

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

[addressee name]

[bank or financial institution]

[address]

[date]
8.7 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.
8.8 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
FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO……………..OF…………..20……...

BETWEEN
…………………………………………..APPLICANT

AND
…………………………………RESPONDENT (Procuring Entity)

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

REQUEST FOR REVIEW

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

1.
2.

etc.

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

1.
2.

etc

SIGNED ………………..(Applicant)

Dated on…………….day of …………/…20…..

FOR OFFICIAL USE ONLY

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

SIGNED Board