



**TENDER NO.KWS/OT/TC/116/  
2009-2010**

**SUPPLY AND DELIVERY OF RADIO  
COMMUNICATION EQUIPMENT & TEST SETS**

**CLOSING DATE: FRIDAY 4<sup>TH</sup> / JUNE/2010**

**TIME:12 NOON**

# TABLE OF CONTENTS

<b>Item</b>	<b>Page</b>
Tender Notice	3
Invitation for Tenders	4
General Information	5
General conditions of contract	18
Special conditions of contract	23
Schedule of Requirements	24
Price Schedules	27
Technical Specifications	28
Standard Tender Forms	33
Form of Tender	33
Tender Security Form	34
Contract Form	35
Performance security form	36
Manufacturers Authorization	37

# Section A. Tender Notice

Reference: **KWS/OT/TC/116/2009-2010**

Tender name: **SUPPLY & DELIVERY OF RADIO COMMUNICATION EQUIPMENT & TEST SETS**

Kenya Wildlife Service invites sealed tenders from eligible candidates for the supply and delivery of **Radio Communication Equipment** and **Test Sets**

Interested eligible candidates may obtain further information from and inspect the tender documents at the office of Head Supply Chain management, Kenya Wildlife Service Headquarters, Langata Road, Nairobi during normal working hours 9.00Am to 4.00Pm.

A complete set of tender documents may be obtained by interested candidates upon payment of a non - refundable fee of **Kshs3, 000.00** in cash or bankers cheque at the cash office, KWS HQS.

Tenders must be accompanied by a bid security of **Kshs.100, 000.00** in the form of a bank or freely convertible currency. Bids must remain valid for a period of ninety (90) days from the date of opening.

**Pre-bid meeting** will be held on **Friday 21<sup>st</sup> May 2010** at KWS Hqs boardroom starting at **10.00am**.

The completed tenders in plain sealed envelopes clearly marked "**Tender No. KWS/OT/TC/116/2009-2010 for the Supply and Delivery of Radio Communication Equipment and Test Sets,**" shall be addressed to:

*The Director,  
Kenya Wildlife Service  
P.O. Box 40241 00100-GPO  
Nairobi*

Tenders should be placed in the Tender Box located in the main entrance of **Simba court**. Marked " TENDER BOX " so as to reach the above named address on or before **Friday 4<sup>th</sup> June 2010 at 12 NOON**, KWS HQ, Langata Road.

Tenders will be opened immediately thereafter in the presence of candidates' representatives who choose to attend in KWS Boardroom.

**HEAD SUPPLY CHAIN MANAGEMENT  
FOR: DIRECTOR**

# Section B: Invitation for Tenders

Date \_\_\_\_\_

To: \_\_\_\_\_ (name of tenderer)  
\_\_\_\_\_/address  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir/Madam:

Reference: **SUPPLY & DELIVERY OF RADIO COMMUNICATION EQUIPMENT AND TEST SETS, TENDER NO.KWS/OT/TC/ 116 /2009-2010**

We hereby invite you to submit sealed tenders for the execution and completion of the above tender.

A complete set of tender documents may be obtained by interested candidates upon payment of a non - refundable fee of **Kshs3, 000.00** in cash or bankers cheque at the cash office KWS HQs.

**A Pre-bid meeting** will be held on **Friday 21<sup>st</sup> May 2010** at KWS hqs boardroom starting at **10.00am**.

All queries regarding this tender must be in writing to the undersigned.

Bidders must comply with all the instructions and rules of the tender and particularly ensure that all the forms required are properly completed and submitted.

Tenders will be opened immediately thereafter, in the presence of tenderers' representatives who choose to attend.

Yours faithfully,

**HEAD SUPPLY CHAIN MANAGEMENT  
FOR: DIRECTOR**

\_\_\_\_\_

## **SECTION C: GENERAL INFORMATION**

### **Introduction**

#### **1. Eligible Tenderers**

- 1.1 This Invitation for Tenders is open to all tenderers eligible as described in the tender documents. Successful tenderers shall complete the supply of goods by the intended completion date specified in the tender documents.
- 1.2 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 KWS 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.
- 1.3 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

#### **1.4 Mandatory requirements**

Candidates must prove that they qualify to participate in public procurement by providing the following mandatory documents or evidence.

- a. Certificate of business registration/Certificate of Incorporation
- b. Tax Compliance certificate – valid for the period of tender
- c. Bidders must be licensed by Communication Commission of Kenya (CCK) as Telecommunication vendors (attach certificate)

#### **2. Eligible Goods**

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

### **3. Cost of Tendering**

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

## **The Tender Document**

### **4 Contents**

- 4.1 The tender document comprises the documents listed below and addendum issued in accordance with clause 6 of these instructions to tenders.

- (i) Invitation for Tenders
- (ii) General information
- (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) Manufacturer's Authorization Form

- 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.

### **5. Clarification of Documents**

- 5.1 A prospective tenderer requiring any clarification of the tender document may notify KWS in writing or by cable (hereinafter, the term *cable* is deemed to include telex and facsimile) at the entity's address indicated in the Invitation for tenders. KWS will respond in writing to any request for clarification of the tender documents, which it receives no later than twenty one (21) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the KWS response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderer that have received the tender document.

## **Amendment of Documents**

- 6.1 At any time prior to the deadline for submission of tenders, the KWS, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.
- 6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by cable, and will be binding on them.
- 6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the KWS, at its discretion, may extend the deadline for the submission of tenders.

## **Preparation of Tenders**

### **7. Language of Tender**

- 7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the KWS, 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.

### **8. Documents Comprising the Tender**

- 8.1 The tender prepared by the tenderer shall comprise the following components:
  - (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
  - (b) Documentary evidence established in accordance with paragraph 12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
  - (c) documentary evidence established in accordance with paragraph 13 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
  - (d) Tender security furnished in accordance with paragraph 14

### **Tender Form**

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

## **10. Tender Prices**

- 10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract.
- 10.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:
- (i) the price of the goods 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
- 10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 22.

## **11. Tender Currencies**

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

## **12. Tenderers Eligibility and Qualifications.**

- 12.1 Pursuant to paragraph 1 of section III, the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the KWS's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph I of section III.
- 12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to KWS's satisfaction:

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

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

- 13.1 Pursuant paragraph 2 of this section, the tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract.
- 13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:
- (a) a detailed description of the essential technical and performance characteristics of the goods;
  - (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the KWS; and
  - (c) a clause-by-clause commentary on the KWS's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 13.4 For purposes of the commentary to be furnished pursuant to paragraph 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 KWS 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 KWS's

satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

#### **14. Tender Security**

- 14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Invitation to tender.
- 14.2 The tender security is required to protect the KWS against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 14.7
- 14.3 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee, insurance guarantee or a bank draft, in the form provided in the tender documents and valid for thirty (30) days beyond the validity of the tender.
- 14.4 Any tender not secured in accordance with paragraph 14.1 and 14.3 will be rejected by the KWS as non-responsive, pursuant to paragraph 22.
- 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 KWS.
- 14.6 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 30, and furnishing the performance security, pursuant to paragraph 31.
- 14.7 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
  - (b) in the case of a successful tenderer, if the tenderer fails:
    - (i) to sign the contract in accordance with paragraph 30
- or**
- (ii) to furnish performance security in accordance with paragraph 31.

#### **15. Validity of Tenders**

- 15.1 Tenders shall remain valid for 90 days or as specified in the tender documents after date of tender opening prescribed by the KWS, pursuant to paragraph 18. A tender valid for a shorter period shall be rejected by the KWS as non-responsive.

15.2 In exceptional circumstances, the KWS 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 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.

## **16. Format and Signing of Tender**

16.1 The tenderer shall prepare two copies of the tender, **clearly marking one "ORIGINAL TENDER" and the other "COPY OF TENDER,"** as appropriate. In the event of any discrepancy between them, the original shall govern.

16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for un-amended printed literature, shall be initialled by the person or persons signing the tender.

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 initialled by the person or persons signing the tender.

## **Submission of Tenders**

### **17. Sealing and Marking of Tenders**

17.1 The tenderer shall seal the original and a 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.

17.2 The inner and outer envelopes shall :

(a) be addressed to the KWS at the following address:

**The Director,  
Kenya Wildlife Service,  
P.O BOX 40241, 00100-GPO  
Nairobi.**

(b) Bear, tender name, Tender number, and the words: "DO NOT OPEN BEFORE, 12 noon on Friday 4<sup>th</sup> June 2010".

(c) 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".

17.4 If the outer envelope is not sealed and marked as required by paragraph 17.2, the KWS will assume no responsibility for the tender's misplacement or premature opening.

## **18. Deadline for Submission of Tenders**

18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 17.2 no later than **12 noon on Friday 4<sup>th</sup> June 2010**.

18.2 The KWS may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the KWS and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

## **19. Modification and Withdrawal of Tenders**

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 KWS prior to the deadline prescribed for submission of tenders.

19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 17. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

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 14.7.

## **Opening and Evaluation of Tenders**

### **20. Opening of Tenders**

20.1 The KWS will open all tenders in the presence of tenderers' representatives who choose to attend, at Kenya Wildlife Service, Boardroom.

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

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

20.3 The KWS will prepare minutes of the tender opening.

## **21. Clarification of Tenders**

21.1 To assist in the examination, evaluation and comparison of tenders the KWS 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.

21.2 Any effort by the tenderer to influence the KWS in the KWS's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **22. Preliminary Examination**

22.1 The KWS 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.

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.

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

22.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The KWS's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

22.5 If a tender is not substantially responsive, it will be rejected by the KWS and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

### **23. Evaluation and Comparison of Tenders**

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

23.2 The KWS's evaluation of a tender will exclude and not take into account:

- (a) in the case of goods manufactured in Kenya or goods 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
- (c) any allowance for price adjustment during the period of execution of the contract, if provided in the tender.

23.3 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.

23.4 The KWS's evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors, in the manner and to the extent indicated in paragraph 23.5 and in the technical specifications:

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

23.5 Pursuant to paragraph 23.4 the following evaluation methods will be applied:

- (a) *Delivery schedule.*
  - (i) The KWS requires that the goods under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. Tenders offering deliveries longer than the KWS's required delivery time will be treated as non-responsive and rejected.

(b) *Deviation in payment schedule.*

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

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

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

## **24. Contacting the KWS**

24.1 Subject to paragraph 21, no tenderer shall contact the KWS on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

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

## **Award of Contract**

### **25. Post-qualification**

25.1 In the absence of pre-qualification, the KWS 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.

25.2 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 12.3, as well as such other information as the Procuring entity deems necessary and appropriate.

25.3 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 KWS will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

## **26. Award Criteria**

26.1 Subject to paragraph 10,23 and 28 the KWS 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.

## **27. Procuring entity's Right to Vary quantities**

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

## **28. KWS's Right to Accept or Reject Any or All Tenders**

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

## **29. Notification of Award**

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

29.2 The notification of award will constitute the formation of the Contract.

29.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the KWS will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 14.

## **30. Signing of Contract**

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

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

## **31. Performance Security**

31.1 Within thirty (30) days of the receipt of notification of award from the KWS, 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 KWS.

31.2 Failure of the successful tenderer to comply with the requirement of paragraph 30 or paragraph 31 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the KWS may make the award to the next lowest evaluated Candidate or call for new tenders.

## **32. Corrupt Fraudulent Practices**

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

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

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

## **Section D-General Conditions of Contract**

### **1. Definitions**

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

- (a) “The Contract” means the agreement entered into between the KWS 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 KWS under the Contract.
- (d) “The KWS” means the organization purchasing the Goods under this Contract.
- (e) “The tenderer” means the individual or firm supplying the Goods under this Contract.

### **2. Application**

2.1 These General Conditions shall apply in all Contracts made by the KWS for the procurement of goods.

### **3. Country of Origin**

3.1 For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced.

3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

### **4. Standards**

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

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

- 5.1 The Candidate shall not, without the KWS's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the KWS in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.
- 5.2 The tenderer shall not, without the KWS's prior written consent, make use of any document or information enumerated in paragraph 5.1 above.
- 5.3 Any document, other than the Contract itself, enumerated in paragraph 5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the KWS on completion of the Tenderer's performance under the Contract if so required by the KWS.

## **6. Patent Rights**

- 6.1 The tenderer shall indemnify the KWS 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 KWS's country.

## **7. Performance Security**

- 7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the KWS the performance security in the amount specified in Special Conditions of Contract.
- 7.2 The proceeds of the performance security shall be payable to the KWS as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the KWS and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the KWS, in the form provided in the tender documents.
- 7.4 The performance security will be discharged by the KWS 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.

## **8. Inspection and Tests**

- 8.1 The KWS or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications. The KWS shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the KWS.
- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the KWS may reject the Goods, and the tenderer shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the KWS.
- 8.4 The KWS's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the KWS or its representative prior to the Goods' delivery.
- 8.5 Nothing in paragraph 8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

## **9. Packing**

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

## **10. Delivery and Documents**

- 10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by KWS in its Schedule of Requirements and the Special Conditions of Contract.
- 10.2 Completed technical and financial bids in a plain sealed envelope clearly marked Tender NO.KWS/HQS/TC/30/2009-2010 and addressed to the Director, KWS, P.O Box 40241, Nairobi and must be placed in the tender box at the entrance of Simba Court by the close of this tender.

## **11. Insurance**

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

## **12. Payment**

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.

12.2 Payments shall be made promptly by the KWS as specified in the contract.

## **13. Prices**

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

## **14. Assignment**

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

## **15. Subcontracts**

15.1 The tenderer shall notify the KWS 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.

## **16. Termination for Default**

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

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

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

## **17. Liquidated Damages**

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

## **18. Resolution of Disputes**

18.1 The KWS 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.

18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national arbitration.

## **19. Language and Law**

19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

## **20. Force Majeure**

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

## **SECTION E: SPECIAL CONDITIONS OF CONTRACT**

1. Special Conditions of Contract shall supplement the General Conditions of Contract.

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

2. Full payment will be effected within thirty (30) days upon delivery of the equipment and having been successfully inspected for compliance with specifications

3. Bidders must show their prices inclusive of applicable duties and VAT, delivery to KWS HQ.

4. If applicable KWS will issue necessary documents to facilitate clearance of equipment without payment of duties.

5. Only technically responsive tenders shall have their financial bids evaluated.

6. Equipment must meet the mandatory technical requirements under section G. Bidders who do not meet these requirements will be disqualified.

7. Bidders may bid for some or all equipment. Award will be based on the lowest quoted but technically responsive bid

8. KWS may reduce, increase or exclude some items depending on availability of funds. Therefore bidders must indicate unit costs of all items.

9 Evaluation criteria shall be:

- a) Compliance with mandatory requirements
- b) Compliance with Technical specifications
- c) Those bids that meet technical specifications shall have their financial bids evaluated and the lowest technically responsive bid(s) shall be awarded the tender.

## SECTION F: SCHEDULE OF REQUIREMENTS

Item No	Item Description	Unit	Qty	Delivery Schedule (shipment) in weeks/months
1.	VHF-FM High Band Hand-Held Transceiver Radio Equipment C/W 1. Antenna 2. Carrying Case 3. Battery 4. Belt Clip 5. Single Unit DC Rapid Charger Qty 100 C/W Charging Cable and Jack 6. Spare Batteries - Qty 100 7. Programmer – PC compatible Programmer C/W Radio Programming Software Users Guide, <b>Original Programming software</b> , Necessary Interfaces and Interconnecting Programming Cables - Qty 1 Set. 8. Hard Copy Technical service manual Qty. 1	No.	100	
2.	VHF-FM High-Band Conventional Analogue Repeater C/W 1. Duplexer 2. $\geq 9$ dB Gain Antenna 3. $\frac{5}{8}$ " , 50 $\Omega$ Low Loss Heliax Coaxial Cable Terminated with RF Connectors - QTY 40 Meters 4. Interconnecting Coaxial Jumper Cables 5. Power Cables (AC & DC) 6. Programmer – PC Compatible Programmer C/W Radio Programming Software Users Guide, <b>Original Programming software</b> , Necessary Interfaces and Interconnecting Programming Cables - Qty 1 Set. 7. Hard Copy Technical service manual - Qty. 1 8. User Guide Operating Manual Qty 1	No	2	

3.	<p>Conventional Communications System Analyzer Radio Test Set C/W</p> <ol style="list-style-type: none"> <li>1. Testing probes</li> <li>2. Telescopic Antenna</li> <li>3. Spare Rechargeable Battery Pack</li> <li>4. AC Power cable</li> <li>5. Carrying Case</li> <li>6. Hard Copy Technical Service Manual Qty. 1</li> <li>7. User Operational Guide Manual</li> </ol>	No	2	
4.	<p>Nickel Cadmium, Nickel Metal Hydride, Sealed Lead Acid, Li-Ion, Smart Battery Analyzer C/W</p> <ol style="list-style-type: none"> <li>1. AC power cable</li> <li>2. Motorola GP240 Adapter Qty 4</li> <li>3. Motorola P040 Adapter Qty 4</li> <li>4. Motorola GP300 Adapter Qty 4</li> <li>5. Hard Copy Technical Service Manual Qty. 1 or compatible adapter</li> <li>6. User Operational Guide Manual</li> </ol>	No	2	
5.	<p>Continuous Duty Cycle Operation Stabilized and Regulated Transformer Based Smart Battery Charger with Display Digital Meter C/W</p> <ol style="list-style-type: none"> <li>1. AC Power Cable</li> <li>2. Battery Charging Cables</li> <li>3. User Manual</li> <li>4. Hard Copy Technical Service Manual ⇒ Qty 1</li> </ol>	No	7	
6.	<p>Continuous Duty Cycle Operation Stabilized and Regulated Transformer Based Variable Power Supply Unit (PSU) with Display Digital Meter C/W</p> <ol style="list-style-type: none"> <li>1. AC Power Cable</li> <li>2. User Manual</li> <li>3. Hard Copy Technical Service Manual ⇒ Qty 1</li> </ol>	No	8	

## Section G. Price Schedule for Goods

Item No	Item Description	Unit of Issue	Qty	Unit price	Total price per item (Inclusive of duty & VAT)	Unit price of other incidental services payable
1.	VHF-FM High Band Hand-Held Transceiver Radio Equipment C/W Antenna Carrying Case Battery Belt Clip Single Unit DC Rapid Charger Qty 100 C/W Charging Cable and Jack Spare Batteries - Qty 100 Programmer – PC compatible Programmer C/W Radio Programming Software Users Guide, <b><u>Original Programming software</u></b> , Necessary Interfaces and Interconnecting Programming Cables - Qty 1 Set. Hard Copy Technical service manual Qty. 1	NO.	100			
2.	VHF-FM High-Band Conventional Analogue Repeater C/W Duplexer ≥9 dB Gain Antenna 5/8", 50 Ω Low Loss Heliax Coaxial Cable Terminated with RF Connectors - QTY 40 Meters Interconnecting Coaxial Jumper Cables Power Cables (AC & DC) Programmer – PC Compatible Programmer C/W Radio Programming Software Users Guide, <b><u>Original                      Programming software</u></b> , Necessary Interfaces and Interconnecting Programming Cables - Qty 1 Set. Hard Copy Technical service manual - Qty. 1 User Guide Operating Manual Qty 1	NO.	2			

3.	Conventional Communications System Analyzer Radio Test Set C/W Testing probes Telescopic Antenna Spare Rechargeable Battery Pack AC Power cable Carrying Case Hard Copy Technical Service Manual Qty. 1 User Operational Guide Manual	NO.	2			
4.	Nickel Cadmium, Nickel Metal Hydride, Sealed Lead Acid, Li-Ion, Smart Battery Analyzer C/W AC power cable Motorola GP240 Adapter Qty 4 Motorola P040 Adapter Qty 4 Motorola GP300 Adapter Qty 4 Hard Copy Technical Service Manual Qty. 1 User Operational Guide Manual	NO.	2			
5.	Continuous Duty Cycle Operation Stabilized and Regulated Transformer Based Smart Battery Charger with Display Digital Meter C/W AC Power Cable Battery Charging Cables User Manual Hard Copy Technical Service Manual ⇒ Qty 1	NO.	7			
6.	Continuous Duty Cycle Operation Stabilized and Regulated Transformer Based Variable Power Supply Unit (PSU) with Display Digital Meter C/W AC Power Cable User Manual Hard Copy Technical Service Manual ⇒ Qty 1	NO.	8			

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

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

## Section H: TECHNICAL SPECIFICATIONS

### Project General Information

#### PROJECT SUMMARY

1. KWS intends to procure quality Portable Radios, Radio Test Sets, Battery Analyzers, Heavy Duty Battery Chargers and Variable Power Supply Units (PSU).
2. The portable radios being purchased are convectional radios, which will be used to enhance radio communication within the Parks and Stations
3. The Radio Test Sets required are standard equipment, which will be used to service existing analogue transceivers and bidders are required to quote the sets with the required functions as shown.
4. The battery analyzers will be used to recondition supplied portable radio batteries and also recondition existing batteries as specified. Bidders are required to note the adaptors required or their equivalents; Chargers and Power Supply Units are standard equipment, which will be used to charge the network batteries and power HF/VHF transceivers respectively and must have the required capacities.

#### DETAILED TECHNICAL SPECIFICATIONS

Bidders are required to comply with the following mandatory requirements

1. Brochures/Data Sheet/Catalogue of the equipment on offer shall be submitted with the quotation response.
2. Bidders to **Highlight and circle** the data of the particular equipment on offer in **clause 1 above** to avoid ambiguity and to ease technical evaluation.
3. Compliance Values/ Remarks/ Brand/Country of Origin column to be duly filled.
4. The supplier must be a registered contractor by **Communication Commission of Kenya (CCK)**. CCK Registration Certificate for the year 2010 shall be attached (**Applies to Item 1 & 2 only**).

**Item 1 : VHF-FM High Band Conventional Analogue Hand-Held Transceivers**

Clause	Specification	COMPLIANCE VALUES/ REMARKS/ BRAND/COUNTRY OF ORIGIN TO BE PRINTED IN THIS COLUMN
	<b>GENERAL CONDITIONS</b>	
I.	VHF-FM High Band Hand-Held Transceiver Radio Equipment C/W Antenna Carrying Case Battery (NiCd/Li-IoN/NiMH) Belt Clip Single Unit DC Rapid Charger Qty 100 C/W Charging Cable and <b>Jack</b> Spare Batteries - Qty 100 Programmer – PC compatible Programmer C/W Radio Programming Software Users Guide, <b>Original Programming software</b> , Necessary Interfaces and Interconnecting Programming Cables - Qty 1 Set. Hard Copy Technical service manual Qty. 1	
II.	Defect free service guarantee period of at least 1-year shall be given.	
	<b>TECHNICAL SPECIFICATIONS</b>	
I.	Frequency Range $\Rightarrow$ 136 – 174 MHz	
II.	Frequency Stability $\Rightarrow$ $\pm$ 2.5 PPM (–30 °C to +60 °C)	
III.	Operating Temperature $\Rightarrow$ (–20 °C to +55 °C)	
IV.	Channel Capacity $\Rightarrow$ $\geq$ 16 (Sixteen)	
V.	Channel Spacing $\Rightarrow$ 12.5 KHz Programmable	
VI.	Power Supply $\Rightarrow$ $\geq$ 7.5VDC	
VII.	Sealing, Shock, Vibration, Dust and Humidity: Protection provided via impact resistant housing exceeding MIL STD 810-C/D/E, IP54 and TIA/EIA 603	
VIII.	RF Power Output $\Rightarrow$ 1 – 5 W Programmable	
IX.	Sensitivity $\Rightarrow$ 0.30 $\mu$ for 12dB SINAD	

**Item No.2: VHF-FM High-Band Conventional Analogue Repeater**

Clause	Specification	COMPLIANCE VALUES/ REMARKS/ BRAND/COUNTRY OF ORIGIN TO BE PRINTED IN THIS COLUMN
	<b>General Conditions</b>	
I.	VHF-FM High-Band Conventional Analogue Repeater C/W Duplexer $\geq$ 9 dB Gain Antenna $\frac{5}{8}$ " , 50 $\Omega$ Low Loss Heliax Coaxial Cable Terminated with RF Connectors - QTY 40 Meters Interconnecting Coaxial Jumper Cables Power Cables (AC & DC) Programmer – PC Compatible Programmer C/W Radio Programming Software Users Guide, <b>Original Programming software</b> , Necessary Interfaces and Interconnecting Programming Cables - Qty 1 Set.	

Clause	Specification	COMPLIANCE VALUES/ REMARKS/ BRAND/COUNTRY OF ORIGIN TO BE PRINTED IN THIS COLUMN
	Hard Copy Technical service manual - <b>Qty. 1</b> User Guide Operating Manual <b>Qty 1</b>	
II.	Defect free service guarantee period of at least 1-year shall be given.	
	<b>TECHNICAL SPECIFICATIONS</b>	
I.	Continuous Duty Cycle Operation	
I.	Operation mode –High-Band VHF, FM Analogue Speech (16F3) with Wide Band Width to provide Single and Two Frequency Operation	
II.	Frequency Range $\Rightarrow$ 136 -174 MHz	
III.	Channel Spacing $\Rightarrow$ 12.5 KHz	
IV.	Frequency Stability $\Rightarrow$ 1.5 PPM	
V.	Power Supply Input Voltage $\Rightarrow$ 85 – 264 VAC/50Hz $\Rightarrow$ 12 – 14 VDC	
VI.	Operating Temperature Range $\Rightarrow$ -30 °C to 55°C	
VII.	Power Output Programmable $\Rightarrow$ 1 – 40 W <b>No forced cooling</b>	
VIII.	Sensitivity 12 dB SINAD @12.5 KHz $\Rightarrow$ 0.35 $\mu$ V	

### **Item No. 3: Conventional Communications System Analyzer - Radio Test Set**

Clause	Specification	COMPLIANCE VALUES/ REMARKS/ BRAND/COUNTRY OF ORIGIN TO BE PRINTED IN THIS COLUMN
	<b>General Conditions</b>	
I	Conventional Communications System Analyzer Radio Test Set C/W Testing probes Telescopic Antenna Spare Rechargeable Battery Pack AC Power cable Carrying Case Hard Copy Technical Service Manual Qty. 1 User Operational Guide Manual	
II	A defect free service guarantee period of at least 2-year shall be given.	
	<b>OPERATING/DISPLAY MODES</b>	
III	AM/FM Monitor, AM/FM Generator, Audio Synthesizer, Spectrum Analyzer, Duplex Generator, Sweep Generator, Tracking Generator, Cable Fault Locator, Frequency Counter, Digital Multimeter, RF Wattmeter, Oscilloscope, Signal Strength Meter, SINAD/Distortion Meter.	
	<b>Frequency Range</b>	

Clause	Specification	COMPLIANCE VALUES/ REMARKS/ BRAND/COUNTRY OF ORIGIN TO BE PRINTED IN THIS COLUMN
IV	<ol style="list-style-type: none"> <li>1. RF Signal Generator</li> <li>2. Sweep Generator</li> <li>3. Tracking Generator</li> <li>4. Duplex Generator</li> <li>5. Spectrum Analyzer</li> <li>6. Signal Strength Indicator</li> <li>7. Wattmeter (1 – 125 Watts)</li> </ol>	400 KHz to 1 GHz
	<b>INPUT POWER</b>	
V	<b>AC</b> ⇒ 240 ±10%	
VI	<b>DC</b> ⇒ +11VDC +16VDC	
VII	<b>Battery</b> ⇒ 13.6 V Battery with capacity to last 1 Hour	
VIII	<b>Temperature</b> ⇒ 0 °C +50 °C (Operation)	

#### **Item No. 4: Smart Battery Analyzer**

Clause	Specification	COMPLIANCE VALUES/ REMARKS/ BRAND/COUNTRY OF ORIGIN TO BE PRINTED IN THIS COLUMN
	<b>General Conditions</b>	
I.	Nickel Cadmium, Nickel Metal Hydride, Sealed Lead Acid, Li-Ion, Smart Battery Analyzer C/W AC power cable Motorola GP240 Adapter Qty 4 Motorola P040 Adapter Qty 4 Motorola GP300 Adapter Qty 4 Or Compatible adapter Hard Copy Technical Service Manual Qty. 1 User Operational Guide Manual	
II	A defect free service guarantee period of at least 1-year shall be given.	
	<b>TECHNICAL SPECIFICATIONS</b>	
	Input Power ⇒ 100 to 240VAC @ 50Hz	
	Operating Temperature ⇒ 0 °C to 40 °C	
	Throughput ⇒ 4 Batteries minimum per session	
	Supported Chemistries ⇒ NICD, NIMH, SLA, LI-ION	
	Battery Voltage Range ⇒ 1.2 to 15VDC	
	Battery Adapters C/W <ol style="list-style-type: none"> <li>1. Snap-Lock Latch mechanism (no tools required for installation or removal)</li> <li>2. Battery Adapter to have memory chip to store battery parameters</li> <li>3. Thermistor contact for temperature sensing</li> </ol>	

**Item No. 5: Heavy Duty Smart Battery Charger**

Clause	Specification	COMPLIANCE VALUES/ REMARKS/ BRAND/COUNTRY OF ORIGIN TO BE PRINTED IN THIS COLUMN
I.	Continuous Duty Cycle Operation Stabilized and Regulated Transformer Based Smart Battery Charger with Display Digital Meter C/W AC Power Cable Battery Charging Cables User Manual Hard Copy Technical Service Manual ⇒ Qty 1	
II.	Input Voltage $V_{AC} \Rightarrow 240 V_{AC} \pm 10\%$ , 50 Hz	
III.	Charge Current ⇒ 60A (Max) Continuous Rating	
IV.	Charge Characteristic ⇒ 3 Stage Charging (Bulk, Absorption, Float)	
V.	Protection ⇒ Output Short Circuit & Over Temperature	
VI.	Operating Temperature Range ⇒ -40°C to +60°C	
VII.	Capability to Charge ⇒ Flooded Lead Acid, Gel or AGM Batteries on 12V, 24V, 48V Configurations	
VIII.	Defect free service guarantee period of at least <b>1 - Year</b>	

**Item No. 6: Variable Stabilized Power Supply Unit**

Clause	Specifications	COMPLIANCE VALUES/ REMARKS/ BRAND/COUNTRY OF ORIGIN TO BE PRINTED IN THIS COLUMN
I.	Continuous Duty Cycle Operation Stabilized and Regulated Transformer Based Variable Power Supply Unit (PSU) with Display Digital Meter C/W AC Power Cable User Manual Hard Copy Technical Service Manual ⇒ Qty 1	
II	Input Voltage Range ⇒ $240 V_{AC} \pm 10\%$ , 50 Hz	
III	Output Voltage Range ⇒ 0 to 20.0 $V_{DC}$	
IV.	Output Current ⇒ 0 to 30 $A_{DC}$ ( <b>Continuous Rating</b> )	
V.	Protection ⇒ Output Short Circuit & Over Temperature	
VI.	Operating Temperature Range ⇒ - 40 to +60°C	
VIII.	Defect free service guarantee period of at least <b>1 - Year</b>	

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## Section I: Standard tender forms

### (i) Form of Tender

Date: \_\_\_\_\_

Tender N<sup>o</sup>: \_\_\_\_\_

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 and deliver.....

*[description of goods ]*

in conformity with the said tender documents for the sum of.....

*[total tender amount in words and*

*figures]*

or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum 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. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

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

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign tender for and on behalf of \_\_\_\_\_

## (ii) 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 of.....  
*[name and/or description of the goods]*  
(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 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]*

**(iii) Contract Form**

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 20\_\_ between.....[*name of Procurement entity*] of.....[*country of Procurement entity*] (hereinafter called “the Procuring entity”) of the one part and..... [*name of tenderer*] of..... [*city and country of tenderer*] (hereinafter called “the tenderer”) of the other part:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Tender Form and the Price Schedule submitted by the tenderer;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the KWS Notification of Award.
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

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

in the presence of \_\_\_\_\_

**(iv) 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 figures]*, 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 your 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\_\_\_\_\_.

Signature and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*

**(v) Manufacturer's Authorization Form**

To: *[name of the Procuring entity]*.....

WHEREAS .....

*[name of the Manufacturer]*

who are established and reputable manufacturers of.....

*[name and/or description of the*

*goods]*

having factories at.....

*[address of factory]*

do hereby authorize.....

*[name and address of Agent]*

to submit a tender, and subsequently negotiate and sign the Contract with you against tender No.....

*[reference of the Tender]*

for the above goods manufactured by us.

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

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*[Signature for and on behalf of Manufacturer]*

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