

KENYA CIVIL AVIATION AUTHORITY



TENDER NO. KCAA/058/2019-2020

**SUPPLY AND DELIVERY OF
PORTABLE VHF AIR BAND
TRANSCEIVERS FOR VARIOUS
STATIONS (RE-ADVERTISEMENT)**

DATE OF NOTICE: TUESDAY, 28TH APRIL, 2020

**CLOSING DATE: WEDNESDAY, 13TH MAY, 2020
AT 1100 HOURS**

ALL BIDDERS MUST NOTE AS FOLLOWS:

- 1. All interested bidders with clarification requests to send to email address: **procurement@kaa.or.ke** on or before **Tuesday, 5th May, 2020 at 12.00pm.***
- 2. All bidders must note that KCAA communicates only in writing to all interested bidders during the entire tendering process.*
- 3. The tender opening minutes will be sent to all the participating bidders through their email addresses.*

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Introduction

Kenya Civil Aviation Authority herein referred to KCAA wishes to invite bids for the **supply and delivery of portable VHF air band transceivers for various stations** as specified in the tender document.

SECTION I – INVITATION TO TENDER

TENDER NAME: SUPPLY AND DELIVERY OF PORTABLE VHF AIR BAND TRANSCEIVERS FOR VARIOUS STATIONS.

TENDER REF. NO: KCAA/058/2019-2020

DATE OF NOTICE: TUESDAY, 28TH APRIL, 2020

- 1.1 KCAA **invites** sealed bids from all interested candidates for the **supply and delivery of portable VHF Air Band Transceivers for various stations (Re-advertisement)**.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at **KCAA Procurement Office on ground floor, Aviation House, Jomo Kenyatta International Airport** during normal office working hours (8.00am-1.00pm, 2.00pm – 5.00pm). *Bidders may also view and download the bidding document from KCAA website: www.kcaa.or.ke or Public Procurement Information Portal www.tenders.go.ke and immediately forward their particulars for records and for the purposes of receiving any further tender clarifications and/or addendums to procurement@kcaa.or.ke.*
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of One thousand Kenya shillings (**Ksh.1,000.00**) in cash or bankers cheque payable to Director General, Kenya Civil Aviation Authority. Bidders who download the tender document will not be required to pay.
- 1.4 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings or easily convertible foreign currency and shall remain valid for a period of 90 days from the closing date of the tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at **Ground Floor, Kenya Civil Aviation Authority Headquarters, Aviation House, Jomo Kenyatta International Airport** or be addressed to:

**The Director General,
Kenya Civil Aviation Authority,
P.O Box 30163-00100, Nairobi**

So as to be received on or **before Wednesday, 13th May, 2020 at 11.00am**

- 1.6 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at **KCAA Auditorium on Ground Floor, Aviation House, JKIA, Nairobi.**
- 1.7 The tender will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at KCAA Auditorium and various meeting rooms as it shall be clearly displayed/directed for each tender on the ground floor, Aviation House, JKIA, Nairobi. However, Candidates or their representatives are requested to consider not attending the tender opening as a measure of mitigating COVID-19 and as the tender opening minutes/outcome will be sent to all participating bidders through their email addresses provided in respective bid documents.

**Manager Procurement
For: Director General**

SECTION II: INSTRUCTIONS TO TENDERERS

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SECTION II: INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1. This Invitation to tender is restricted to eligible invited tenderers. Successful tenderers shall supply the goods as specified in the tender documents.
- 2.1.2. The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless 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 Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4.** Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

- 2.2.1** The tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2** The price to be charged for the tender document shall not exceed Kshs.5,000/=
- 2.2.3** The procuring entity shall allow the tenderer to review the tender document free of charge before supply.

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
- i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of service
 - vi) Form of tender
 - vii) Price schedules
 - viii) Contract form
 - ix) Confidential business questionnaire form
 - x) Tender security form
 - xi) Performance security form

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

2.4 Clarification of Documents

2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"

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

2.5 Amendment of documents

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

2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

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

2.6 Language of tender

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

2.7 Documents Comprising the Tender

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 Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

2.8 Form of Tender

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the goods quoted including all customs duties and VAT and other applicable taxes payable.

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

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

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

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

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to tenderers

2.11 Tenderers Eligibility and Qualifications.

2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

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

2.12 Tender Security

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.4 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

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

2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.20

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

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

2.12.8 The tender security may be forfeited:

(a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or

(b) In the case of a successful tenderer, if the tenderer fails:

(i) to sign the contract in accordance with paragraph 30

or

(ii) to furnish performance security in accordance with paragraph 31.

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

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 90 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 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.

2.14 Format and Signing of Tender

2.14.1 The tenderer 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.

2.14.2 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.

2.14.3 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.

2.15 Sealing and Marking of Tenders

2.15.1 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.

The inner and outer envelopes shall:

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

(b) Bear, tender number and name in the invitation to tender and the words: **"DO NOT OPEN BEFORE" WEDNESDAY, 13th MAY, 2020 at 11.00am.**

2.15.3 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".

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

2.16 **Deadline for Submission of Tenders**

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **WEDNESDAY, 13TH MAY, 2020 at 11.00am.**

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

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

2.17 **Modification and withdrawal of tenders**

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

2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

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

2.17.6 The procuring entity 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.

2.18 **Opening of Tenders**

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **WEDNESDAY, 13TH MAY, 2020 at 11.00am** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

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

2.19.2 Any effort by the tenderer to influence the procuring entity in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderer's tender.

2.20 Preliminary Examination and Responsiveness

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

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and 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.

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

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

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

2.21 Conversion to a single currency

2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

2.22 Evaluation and comparison of tenders.

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

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a) Operational plan proposed in the tender;

(b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 2.2.3 the following evaluation methods will be applied:

(a) Operational Plan.

The Procuring entity requires that the goods under the Invitation for Tenders shall be supplied at the time specified in the Schedule of Requirements. A tender offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule.

Tenderers shall state their tender price for the payment on a 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.

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.22.6 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.

2.23. Contacting the procuring entity

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

2.23.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender

2.24 Award of Contract

Post qualification

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

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.

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

2.25 Award Criteria

Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.26 Procuring entities right to vary quantities

2.27 Procuring entities right to accept or reject any or all tenders

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

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

2.28 Notification of award

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

2.28.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.29 Signing of Contract

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

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

2.29.3 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.

2.30 Performance Security

2.30.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the

Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.30.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

2.31 Corrupt or Fraudulent Practices

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

2.31.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

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

2.32 Appendix to instructions to tenderers

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

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Registered qualified firms operating in Kenya
2.8	The Form of Tender must be filled, stamped and signed.
2.10	Particulars of other currencies allowed. Price should be in Kenya shillings only or a freely convertible currency.
2.12	Tender security required is Kshs. 100,000.00 in form of a bank guarantee or a banker's cheque from a reputable bank in Kenya or from insurance companies allowed by public procurement Regulatory Authority and valid for 120 days from the date of closing of the tender.
2.13.1	Tender shall remain valid for a period of 120 days from the date of opening
2.14.1	Bidders shall provide paginated/serialized 1 ORIGINAL of the tender document clearly marked original and 1 other copy marked COPY all placed in one envelope and tender title and number and closing date clearly written on top of the envelope.
2.16	Deadline for Submission of Tenders /Closing date shall be Wednesday, 13th May, 2020 at 11.00am.
2.16.3	Bulky tenders which will not fit in the tender box shall be received and recorded at the Procurement Manager's Office, on the Ground Floor, Wing A.
2.28	Performance security of 10% of the contract price will be required from the winning bidder after the award of the tender

2.32 EVALUATION CRITERIA

Kenya Civil Aviation Authority will consider the following four categories of criteria to evaluate the tenders.

- a) Mandatory tender requirements
- b) Technical capability assessment including due diligence where applicable
- c) Financial Evaluation.
- d) Due diligence

a) MANDATORY REQUIREMENTS

The submission of the following mandatory items will be required in the determination of the completeness of the bid. Bids that do not contain all the information required will be declared **non responsive** and shall not be evaluated further.

No.	Documents to be submitted
1.	Eligibility: - Bidders and associated firms who have existing ongoing contracts with KCAA which have delayed beyond the original scheduled completion period in the contract or having none performing records or terminated contracts are not eligible to participate.
2.	Project commitment/plan – Bidders MUST attach sample project plan/work programme clearly indicating the expected completion of the project within shortest time possible . Please note, there shall be no extension of period.
3.	Copy of company registration/incorporation certificate
4.	Copy of CR12 certificate
5.	Provide copy of the company business permit issued by the County
6.	Tender security of Kshs. 100,000.00 - in form of a bank guarantee or a banker's cheque from a reputable bank in Kenya or from insurance companies allowed by public procurement Regulatory Authority and valid for 120 days from the date of closing of the tender.
7.	Valid Tax Compliance certificate
8.	Correctly duly filled, stamped and signed Form of Tender
9.	Correctly Duly filled confidential questionnaire (Indicate all the directors and respective shares)
10.	Manufacturer's Authorization: Bidders MUST attach proof of a valid appointment of dealership by the manufacturer of the Walkie Talkies (should be attached to the tender document). NB: KCAA will have the rights of confirmation of the same.
11.	1 Original & 1 copy of bid documents (Ensure serialization/pagination of ALL pages for the bid submitted)
12.	Audited Financial statements for the last two years (2018 or 2017 & 2016)
13.	Duly signed Sworn Anti-corruption affidavit by the commissioner for oaths
14.	Submit a statement in the bidder's letter head that the company is not insolvent, in receivership, bankrupt or in the process of being wound up.
15.	Submit a statement in the bidder's letter head indicating that the person or his or her sub-contractor, if any is not debarred from participating in procurement proceedings

No.	Documents to be submitted
16.	Submit a statement in the bidder's letter head indicating that the person participating in procurement proceedings has not been convicted of corrupt or fraudulent practices
17.	<p>Experience</p> <ul style="list-style-type: none"> • The vendor shall prove that he has supplied at least three (3) similar projects whose value is Kshs. 4 million and above on each contract. <p>Provide copies of Certificates of Completion, copies of contracts/LSO and corresponding recommendation letters for each of the stated projects. The letters must be on the letter heads of the respective client and include names, addresses, and email and telephone contacts of the 3 companies who may be contacted for further information on these projects.</p>
18.	Attach detailed technical brochures for all equipment under this project.
19.	Provision of warranty for one (1) year for each equipment from the date of Equipment commissioning.

b) TECHNICAL EVALUATION CRITERIA FOR THE SUPPLY AND DELIVERY OF AIRBAND VHF TRANSCEIVERS FOR VARIOUS STATIONS:

Evaluations will be based on compliance with the Technical specifications.

Bidders **MUST** demonstrate that they meet all the technical specifications indicated below. These include providing drawings, catalogues and other relevant particulars and clearly provide a written declaration that this will be adhered by filling the compliance checklist form in page 28.

Specification	Requirement	Status of Compliance C/PC/NC	Reference and Comment
General			
Frequency Range	118.000 MHz ... 136.975 MHz, 8.33 kHz and/or 25 kHz increments		
Number of Channels	2,278 in the combined 8.33/25 kHz channel spacing, free selectable, or 760 in the 25 kHz only channel spacing, free selectable		
Transmitter Output	≥ 10 Watt / 50Ω; ca 30 W PEP @ 14.0 Vdc		
Receiver Sensitivity			
m = 30%/ 1 kHz	2.0 μV EMF/107 dBm/50 Ohms for 6 dB (S+N/N)		
Frequency Accuracy	< ± 1 ppm at 0°C +40°C, < ± 1.5 ppm at -20°C +55°C		
AF Output (K 10%)	2 Watts into 8 Ohms and 100 mW into 600 Ohms		
Nominal Voltage Battery Charger	115Vac/230 Vac, 50Hz...60Hz		
Nominal Voltage Transceiver	11... 16.5 Vdc, Emergency 10.... 11 Vdc less 9 Vdc automatic disabling		
Built-in Battery	Sealed lead accumulator, 12 Vdc / 7.2 Ah		
Power Consumption Charger	9 VA / 39 mA		
Power Consumption	Stand-by: 85 mA (typical) Receive (Voice): less than 1 A Transmit (Voice): less than 2.5 A/4.0 A Lighting and Supply Check: 30 mA additional		
Duty Cycle	2 min Transmit (time-out-timer)		
Operating Temperature	-20°C ... +55°C / +70°C		
Dimensions	277 mm × 86 mm × 345 mm (incl. handle)		
Weight	6.1 kg incl. mic & spring steel band antenna		
ADDITIONAL FEATURES			
	99 user-programmable, non-volatile memory channels each in combined 8.33/25 kHz and in "25 kHz only" operation; true sidetone via headphone; TX time-out-timer; TX disabled when channel busy.		
Sockets to connect	External DC Supply, Dynamic Microphone, Push-to-talk Switch, Headphone, Headset, 50 Ohms Antenna,		
Lighting of frequency display	By LEDs, built-in		
Fusing	DC: 1 x 6.3 amps, time-lag AC: 2 x 0.04 amps, time-lag		

Detailed Receiver Characteristics			
Receiver Type	Dual Superhet		
IF Frequencies	First IF 10.0 MHz, second IF 455 kHz, high injection		
Sensitivity (m = 30% / 1,000 Hz)	≤ 2 μV EMF (≤-107 dBm/50Ω) for 6 dB S+N/N		
Selectivity a) Reference level m = 60%/1,000 Hz for 12 dB SINAD b) Interference level m = 60%/400 Hz (additional)	Condition: 1 kHz SINAD decreased from 12 dB to 6 dB ≤ 6 dB for ± 8 kHz (25 kHz CH spacing) ≥ 60 dB for ± 17 kHz (25 kHz CH spacing) ≥ 70 dB for ± 25 kHz (25 kHz CH spacing) ≤ 6 dB for ± 3 kHz (8.33 kHz CH spacing) ≥ 60 dB for ± 7.37 kHz (8.33 kHz CH spacing)		
Squelch Type	Automatic (FM/AM), adjustable (SETUP); manual override.		
AGC Characteristic	≤ 6 dB, 2 μV EMF (-107 dBm) ... 2 V EMF (+13 dBm/50Ω), m = 30%/1,000 Hz		
AGC Delay (RX)	≤ 0.1 sec, 200 mV EMF (-1 dBm) ...2 μV EMF (-107 dBm / 50Ω), m = 30%/1,000 Hz)		
AGC Recovery after TX	≤ 0.1 sec at 10 μV EMF (-93 dBm / 50Ω), after TX end		
Transfer time TX / RX	≤ 50 msec		
Modulation distortion (AF Processor OFF)	≤ 10%, 350 ... 2,500 Hz (m = 85%)		
Audio Frequency Response / AF Fidelity	≤ +2 dB and -4 dB, 350 ... 2,500 Hz, 25 kHz and 8.33 kHz CH spacing ≥ -20 dB, 4,000 Hz, 25 kHz CH spacing (Climax Offset Operation)		
Audio Frequency AGC	≤ 1.5 dB, m = 30%90%		
Nominal AF Output (Speaker)	≥ 4 Watt / 4Ω, or ≥ 8 Watt / 2Ω (at 13.8 Vdc) ≥ 1.5 Watt / 4Ω (at 10 Vdc)		
Nominal AF Output (Phone)	≥ 100 mW / 600Ω (at 13.8 Vdc) ≥ 50 mW / 600Ω (at 10 Vdc)		
AF Noise Level	≥ 40 dB, m = 30%/1,000 Hz 200μV EMF (-67dBm/50Ω)... 10 mV EMF (-33 dBm/50Ω)		
AF External Input	≤ 1 Volt into 600Ω for rated AF output (13.8 Vdc supply)		
Spurious Response	≥ 10 mV EMF (-33 dBm), m = 30%/1 kHz, for S+N/N ≤ 6 dB a) 108 - 156 MHz (of any Test Channel ± 8 kHz), at other than the assigned channel and the adjacent channels b) 50 kHz – 1,215 MHz (except 108 - 156 MHz)		

Cross Modulation (AF Processor OFF)	Max. AF output level ≥ 10 dB below nominal AF output level: a) Wanted signal 20 μ V EMF (-87dBm) ... 500 μ V EMF (-59dBm/50 Ω), unmodulated at RX frequency, additional b) Unwanted signal 10 mV EMF (-33dBm), m=30%/1,000Hz, frequency 100 - 156MHz (frequency $\leq \pm 2$ RX channels)		
Intermodulation (AF Processor OFF)	≤ 6 dB AF Quieting (-5dBm/50 Ω , 87.5...107.9 MHz), 2 signals		
Desensitization	Wanted signal 20 μ V EMF (-87dBm), m=30%/1,000Hz, at RX frequency, for S+N/N ≥ 6 dB, in the presence of Unwanted signal A 10mV EMF (-33dBm/50 Ω), unmodulated, frequency 108... 156 MHz, except used CH, but includes ≥ 1 RX CH, or Unwanted signal B 200mV EMF (-7dBm/50 Ω); minimum 10mV EMF (-87dBm), unmodulated, frequency 50kHz...1,215MHz, except 87.5MHz ...156MHz, or Unwanted signal C 250mV EMF (-5dBm), unmodulated, frequency 87.5... 107.9 MHz		
Receiver Spurious Emission	≤ 400 pW/-64dBm (50kHz ... 1,215MHz)		
Channel Selection Time	≤ 0.4 sec, AF level within 3dB, max. 99 Channel memories		
Receiver Muting, Squelch (CLIMAX)	Simultaneous input at RX frequency: a) Wanted Signal A: 10 μ V EMF (-93dBm) +8 kHz (m = 30%/1,000Hz), Squelch is open. b) Unwanted Signal B: More than 24 μ V EMF (-85dBm), m = 30%/1,000Hz, vary this frequency slowly from -8kHz to +4kHz. Squelch must remain open.		
Detailed Transmitter Characteristics			
Nominal TX RF Output Power (normal operation)	≥ 10 Watt/50 Ω (carrier), 30 Watt PEP, @ 14.0Vdc		
Nominal TX RF Output Power (emergency operation)	≥ 3.5 Watt / 50 Ω (carrier) @ 10 Vdc supply		
TX Duty Cycle	1 : 4 (1 minute TX / 4 minutes RX)		
TX Time Out Timer	After 2 minutes continuous TX. Transmitter is unkeyed automatically and the radio display flashes as a warning.		
Modulation	Amplitude modulation, AM (A3E)		
Depth of Modulation	$\geq 75\%$ (Voice processor with dynamic compression)		
Modulation Distortion	$\leq 10\%$ (m = 70% / 1,000Hz) $\leq 15\%$ (m = 70% / 350 ... 2,500Hz)		
Modulation Audio Frequency Response	$\leq +2$ dB and -4 dB (350 ... 2,500Hz)		
Modulation AF Input for m = 70%	Dynamic Microphone: ≤ 0.5 ... 10 mV symmetrical, Sensitivity adjustable in SETUP.		

True Transmit Sidetone (derived from modulated TX RF signal)	$\geq 100\text{mW} / 600\Omega$ (at 13.8Vdc supply), $\geq 50\text{mW} / 600\Omega$ (at 10Vdc), volume adjustable in SETUP, independent from speaker volume		
Carrier Noise Level	$\geq 45 \text{ dB}$ (m = 70%/1,000Hz)		
Emission of RF Energy (≤ 1000 MHz)	$\leq 0,25\mu\text{W}$ (-36dBm) / $71\text{dB } \mu\text{V}$ / $3.54\text{mV} / 50\Omega$ $\leq 4\text{nW}$ (-54dBm) / $53 \text{ dB } \mu\text{V}$ / $446\mu\text{V}$ / 50Ω , from 47 ... 68, 87.5 ... 137, 162 ... 244, 328 ... 336, 470 ... 862 MHz		
Emission of RF Energy (≥ 1000 MHz)	$\ll 1\mu\text{W}$ / $\ll -30\text{dBm}$ / $\ll 77 \text{ dB } \mu\text{V}$ / $\ll 7\text{mV} / 50\Omega$		
Transmitter Spectrum Mask	Max. +2 / -4dB at 350... 2,500 Hz modulation (8.33kHz spacing) $\geq 45\text{dB}$ at 3,200Hz modulation (8.33kHz spacing) $\geq 60\text{dB}$ at $\geq 5,000\text{Hz}$ modulation (8.33kHz spacing)		
Channel Selection Time	$\leq 0.5 \text{ sec}$		
Frequency Tolerance	$\leq 1 \text{ ppm}$ ($0^\circ\text{C} \dots + 40^\circ\text{C} / 32^\circ\text{F} \dots$ 104°F), $\leq 1.5 \text{ ppm}$ ($-20^\circ\text{C} \dots + 55^\circ\text{C} / -4^\circ\text{F} \dots$ $+ 131^\circ\text{F}$)		
Unwanted FM (Frequency modulation)	$\leq 1.0 \text{ kHz}$ at m = 70% / 1,000 Hz		
Antenna Mismatching	VSWR $\leq 3 : 1$, normal operation At VSWR 3 : 1 the requirements for modulation distortion, spurious and harmonics output as well as frequency stability are met. In addition, the RF output is $\geq 40 \%$ $\geq 4 \text{ Watt}$ into 50Ω at 14.0 Vdc. At VSWR $\leq 5 : 1$ still functional		

ANTENNA			
Electrical Characteristics			
Type	1/4λ ground plane large band		
Frequency range	VHF AIR. band: Rx 108-136MHz; Tx 118-136 at V.S.W.R. ≤ 2:1		
Impedance	50Ω		
Radiation (H-plane)	360° omnidirectional		
Radiation (E-plane)	beamwidth -3 dB = 78°		
Radiation angle	0°		
Polarization	Linear vertical		
Gain	0 dBd - 2.15 dBi		
Max. Power (CW) 30°C	1000 Watts		
Grounding protection	All metal parts are DC-grounded, the inner conductor shows a DC short		
Connector	N connector		
Mechanical Characteristics			
Materials	Anodized Aluminium, Stainless Steel, Chromed Brass, Nylon		
Wind resistance	≥ 150 Km/h		
Wind surface	0.06 m ²		
Mounting mast	∅ 36-40 mm		
TELESCOPIC TRIPOD MAST			
Type	Portable telescopic tripod		
Material	Anodized Aluminum		
Collapsed length	≤ 39" (1m)		
Extended length	≥ 18' (5.5m)		
Carry bag	Rugged weather proof		
Weight	≤ 3 lbs 9 ozs (1.62 kg)		

C – Compliant, PC – Partially Compliant, NC – Not Compliant

Bidders MUST attach all the relevant brochures and any other document.

C) FINANCIAL EVALUATION:

The winning bidder will be the lowest evaluated bidder among those who will have passed the technical evaluation as outlined in (a & b) above except where the bidder has not satisfied all other requirements stated in the bid document.

D) DUE DILIGENCE

Due diligence may be carried out to establish all the facts as provided in the tender documents

SECTION III GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS

- 3.1 Definitions
- 3.2 Application
- 3.3 Standards
- 3.4 Use of contract documents and information
- 3.5 Patent Rights
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- 3.8 Payment
- 3.9 Prices
- 3.10 Assignment
- 3.11 Termination for default
- 3.12 Termination for insolvency
- 3.13 Termination for convenience
- 3.14 Resolution of disputes
- 3.15 Governing language
- 3.16 Force majeure
- 3.17 Applicable law
- 3.18 Notices

3.1 Definitions

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

- a) "The contract" means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) "The services" means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) "The Procuring entity" means the organization sourcing for the services under this Contract.
- e) "The contractor means the individual or firm providing the services under this Contract.
- f) "GCC" means general conditions of contract contained in this section
- g) "SCC" means the special conditions of contract
- h) "Day" means calendar day

3.2 Application

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

3.3 Standards

- 3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

3.5 Patent Right's

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

3.6 Performance Security

Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

- 3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:
- a) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.
- 3.6.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

- 3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.7.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity 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 Procuring entity.
- 3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 Payment

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

3.9 **Prices**

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

3.10 **Assignment**

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.

3.10 **Termination for Default**

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

- a) If the tenderer fails to supply any or all the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b) If the tenderer fails to perform any other obligation(s) under the Contract.
- c) If the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

3.12 **Termination on insolvency**

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

3.13 **Termination for convenience**

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

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

3.14 Resolution of disputes

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

If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15 Governing Language

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

3.16 Force Majeure

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

3.17 Applicable Law.

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

3.18 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC. A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

General conditions of contract reference	Special conditions of contract
3.9	Prices shall be maintained for the contract period.
3.14	In case of a dispute between the procuring entity and the supplier, the dispute shall be referred for adjudication or arbitration in accordance with the laws of Kenya.
3.17	The applicable law shall be Kenyan Law
3.18	Kenya Civil Aviation Authority, P.O Box 30163-00100, NAIROBI, GPO. Suppliers contact to be furnished at contract signing.

SECTION V – SCHEDULE OF REQUIREMENTS

5.1 Description of items

NO.	DESCRIPTION	QUANTITY	Delivery Time
1.	supply and delivery of air band VHF transceivers for various stations as per the specifications provided in the tender document	14 PCS	Delivery period shall be within 12 weeks after Contract signing.

PLEASE NOTE AND COMPLY WITH THE FOLLOWING:

- i) All prices to be inclusive of all taxes and be indicated on the price schedule and Tender form attached to this tender document.
- ii) **Delivery period should be stated on the price schedule.**

5.2 TECHNICAL SPECIFICATIONS FOR THE SUPPLY AND DELIVERY OF PORTBLE vhf AIR BAND TRANSCEIVERS FOR VARIOUS STATIONS:

General	
Frequency Range	118.000 MHz ... 136.975 MHz, 8.33 kHz and/or 25 kHz increments
Number of Channels	2,278 in the combined 8.33/25 kHz channel spacing, free selectable, or 760 in the 25 kHz only channel spacing, free selectable
Transmitter Output	≥ 10 Watt / 50Ω; ca 30 W PEP @ 14.0 Vdc
Receiver Sensitivity	
m = 30%/ 1 kHz	2.0 μV EMF/107 dBm/50 Ohms for 6 dB (S+N/N)
Frequency Accuracy	< ± 1 ppm at 0°C +40°C, < ± 1.5 ppm at -20°C +55°C
AF Output (K 10%)	2 Watts into 8 Ohms and 100 mW into 600 Ohms
Nominal Voltage Battery Charger	115Vac/230 Vac, 50Hz...60Hz
Nominal Voltage Transceiver	11... 16.5 Vdc, Emergency 10.... 11 Vdc less 9 Vdc automatic disabling
Built-in Battery	Sealed lead accumulator, 12 Vdc / 7.2 Ah
Power Consumption Charger	9 VA / 39 mA
Power Consumption	Stand-by: 85 mA (typical) Receive (Voice): less than 1 A Transmit (Voice): less than 2.5 A/4.0 A Lighting and Supply Check: 30 mA additional
Duty Cycle	2 min Transmit (time-out-timer)
Operating Temperature	-20°C ... +55°C / +70°C
Dimensions	277 mm × 86 mm × 345 mm (incl. handle)
Weight	6.1 kg incl. mic & spring steel band antenna
ADDITIONAL FEATURES	
	99 user-programmable, non-volatile memory channels each in combined 8.33/25 kHz and in "25 kHz only" operation; true sidetone via headphone; TX time-out-timer; TX disabled when channel busy.
Sockets to connect	External DC Supply, Dynamic Microphone, Push-to-talk Switch, Headphone, Headset, 50 Ohms Antenna,
Lighting of frequency display	By LEDs, built-in
Fusing	DC: 1 x 6.3 amps, time-lag AC: 2 x 0.04 amps, time-lag
Detailed Receiver Characteristics	
Receiver Type	Dual Superhet
IF Frequencies	First IF 10.0 MHz, second IF 455 kHz, high injection
Sensitivity (m = 30% / 1,000 Hz)	≤ 2 μV EMF (≤ -107 dBm/50Ω) for 6 dB S+N/N
Selectivity	Condition: 1 kHz SINAD decreased from 12 dB to 6 dB
a) Reference level m = 60%/1,000 Hz for 12 dB SINAD	≤ 6 dB for ± 8 kHz (25 kHz CH spacing) ≥ 60 dB for ± 17 kHz (25 kHz CH spacing) ≥ 70 dB for ± 25 kHz (25 kHz CH spacing)
b) Interference level m = 60%/400 Hz (additional)	≤ 6 dB for ± 3 kHz (8.33 kHz CH spacing) ≥ 60 dB for ± 7.37 kHz (8.33 kHz CH spacing)
Squelch Type	Automatic (FM/AM), adjustable (SETUP); manual override.
AGC Characteristic	≤ 6 dB, 2 μV EMF (-107 dBm) ... 2 V EMF (+13 dBm/ 50Ω), m = 30%/1,000 Hz
AGC Delay (RX)	≤ 0.1 sec, 200 mV EMF (-1 dBm) ...2 μV EMF (-107 dBm / 50Ω), m = 30%/1,000 Hz)

AGC Recovery after TX	≤ 0.1 sec at 10 μV EMF (-93 dBm / 50Ω), after TX end
Transfer time TX / RX	≤ 50 msec
Modulation distortion (AF Processor OFF)	≤ 10%, 350 ... 2,500 Hz (m = 85%)
Audio Frequency Response / AF Fidelity	≤ +2 dB and -4 dB, 350 ... 2,500 Hz, 25 kHz and 8.33 kHz CH spacing ≥ -20 dB, 4,000 Hz, 25 kHz CH spacing (Climax Offset Operation)
Audio Frequency AGC	≤ 1.5 dB, m = 30%90%
Nominal AF Output (Speaker)	≥ 4 Watt / 4Ω, or ≥ 8 Watt / 2Ω (at 13.8 Vdc) ≥ 1.5 Watt / 4Ω (at 10 Vdc)
Nominal AF Output (Phone)	≥ 100 mW / 600Ω (at 13.8 Vdc) ≥ 50 mW / 600Ω (at 10 Vdc)
AF Noise Level	≥ 40 dB, m = 30%/1,000 Hz 200μV EMF (-67dBm/50Ω)... 10 mV EMF (-33 dBm/50Ω)
AF External Input	≤ 1 Volt into 600Ω for rated AF output (13.8 Vdc supply)
Spurious Response	≥ 10 mV EMF (-33 dBm), m = 30%/1 kHz, for S+N/N ≤ 6 dB a) 108 - 156 MHz (of any Test Channel ± 8 kHz), at other than the assigned channel and the adjacent channels b) 50 kHz to 1,215 MHz (except 108 - 156 MHz)
Cross Modulation (AF Processor OFF)	Max. AF output level ≥ 10dB below nominal AF output level: a) Wanted signal 20μV EMF (-87dBm) ... 500μV EMF (-59dBm/50Ω), unmodulated at RX frequency, additional b) Unwanted signal 10 mV EMF (-33dBm), m=30%/1,000Hz, frequency 100 - 156MHz (frequency ≤ ± 2 RX channels)
Intermodulation (AF Processor OFF)	≤ 6dB AF Quieting (-5dBm/50Ω, 87.5...107.9 MHz), 2 signals
Desensitization	Wanted signal 20μV EMF (-87dBm), m=30%/1,000Hz, at RX frequency, for S+N/N ≥ 6 dB, in the presence of Unwanted signal A 10mV EMF (-33dBm/50Ω), unmodulated, frequency 108... 156 MHz, except used CH, but includes ≥ 1 RX CH, or Unwanted signal B 200mV EMF (-7dBm/50Ω); minimum 10mV EMF (-87dBm), unmodulated, frequency 50kHz...1,215MHz, except 87.5MHz ...156MHz, or Unwanted signal C 250mV EMF (-5dBm), unmodulated, frequency 87.5... 107.9 MHz
Receiver Spurious Emission	≤ 400pW/-64dBm (50kHz ... 1,215MHz)
Channel Selection Time	≤ 0.4 sec, AF level within 3dB, max. 99 Channel memories
Receiver Muting, Squelch (CLIMAX)	Simultaneous input at RX frequency: a) Wanted Signal A: 10μV EMF (-93dBm) +8 kHz (m = 30%/1,000Hz), Squelch is open. b) Unwanted Signal B: More than 24μV EMF (-85dBm), m = 30%/1,000Hz, vary this frequency slowly from -8kHz to +4kHz. Squelch must remain open.

Detailed Transmitter Characteristics	
Nominal TX RF Output Power (normal operation)	≥ 10 Watt/50Ω (carrier), 30 Watt PEP, @ 14.0Vdc
Nominal TX RF Output Power (emergency operation)	≥ 3.5 Watt / 50Ω (carrier) @ 10 Vdc supply
TX Duty Cycle	1 : 4 (1 minute TX / 4 minutes RX)
TX Time Out Timer	After 2 minutes continuous TX. Transmitter is unkeyed automatically and the radio display flashes as a warning.
Modulation	Amplitude modulation, AM (A3E)
Depth of Modulation	≥ 75% (Voice processor with dynamic compression)
Modulation Distortion	≤ 10% (m = 70% / 1,000Hz) ≤ 15% (m = 70% / 350 ... 2,500Hz)
Modulation Audio Frequency Response	≤ +2dB and -4dB (350 ... 2,500Hz)
Modulation AF Input for m = 70%	Dynamic Microphone: ≤ 0.5 ... 10 mV symmetrical, Sensitivity adjustable in SETUP.
True Transmit Sidetone (derived from modulated TX RF signal)	≥ 100mW / 600Ω (at 13.8Vdc supply), ≥ 50mW / 600Ω (at 10Vdc), volume adjustable in SETUP, independent from speaker volume
Carrier Noise Level	≥ 45 dB (m = 70%/1,000Hz)
Emission of RF Energy (≤ 1000 MHz)	≤ 0,25μW (-36dBm) / 71dB μV / 3.54mV / 50Ω ≤ 4nW (-54dBm) / 53 dB μV / 446μV / 50Ω , from 47 ... 68, 87.5 ... 137, 162 ... 244, 328 ... 336, 470 ... 862 MHz
Emission of RF Energy (≥ 1000 MHz)	<< 1μW / << -30dBm / << 77 dB μV / << 7mV / 50Ω
Transmitter Spectrum Mask	Max. +2 / -4dB at 350... 2,500 Hz modulation (8.33kHz spacing) ≥ 45dB at 3,200Hz modulation (8.33kHz spacing) ≥ 60dB at ≥ 5,000Hz modulation (8.33kHz spacing)
Channel Selection Time	≤ 0.5 sec
Frequency Tolerance	≤ 1 ppm (0°C ... + 40°C / 32°F ... 104°F), ≤ 1.5 ppm (-20°C ... + 55°C / -4°F ... + 131°F)
Unwanted FM (Frequency modulation)	≤ 1.0 kHz at m = 70% / 1,000 Hz
Antenna Mismatching	VSWR ≤ 3 : 1, normal operation At VSWR 3 : 1 the requirements for modulation distortion, spurious and harmonics output as well as frequency stability are met. In addition, the RF output is ≥ 40 % ≥ 4 Watt into 50Ω at 14.0 Vdc. At VSWR ≤ 5 : 1 still functional

ANTENNA	
Electrical Characteristics	
Type	1/4λ ground plane large band
Frequency range	VHF AIR. band: Rx 108-136MHz; Tx 118-136 at V.S.W.R. ≤ 2:1
Impedance	50Ω
Radiation (H-plane)	360° omnidirectional
Radiation (E-plane)	beamwidth -3 dB = 78°
Radiation angle	0°
Polarization	Linear vertical
Gain	0 dBd - 2.15 dBi
Max. Power (CW) 30°C	1000 Watts
Grounding protection	All metal parts are DC-grounded, the inner conductor shows a DC short
Connector	N connector
Mechanical Characteristics	
Materials	Anodized Aluminium, Stainless Steel, Chromed Brass, Nylon
Wind resistance	≥ 150 Km/h
Wind surface	0.06 m ²
Mounting mast	∅ 36-40 mm

TELESCOPIC TRIPOD MAST	
Type	Portable telescopic tripod
Material	Anodized Aluminum
Collapsed length	≤ 39" (1m)
Extended length	≥ 18' (5.5m)
Carry bag	Rugged weather proof
Weight	≤ 3 lbs 9 ozs (1.62 kg)

SECTION VI - PRICE SCHEDULE FOR GOODS

NAME OF TENDER: SUPPLY AND DELIVERY OF PORTABLE VHF AIR BAND TRANSCEIVERS FOR VARIOUS STATIONS:

TENDER NUMBER: KCAA/058/2019-2020

Item	Description	Quantity	Unit price (Kshs) Inclusive of all taxes)	Total Price (Kshs) Inclusive of all taxes)
1.	Supply and delivery of portable VHF Air Band transceivers for various stations	14 PCS		
Total in Kenya shillings – must be inclusive of all applicable taxes and transferred to the form of tender				
State expected delivery period -----				

PLEASE NOTE AND COMPLY WITH THE FOLLOWING:

- I. State the expected delivery period **(refer mandatory requirements)**
- II. Prices to be inclusive of all applicable taxes.
- III. The awarded bidder will have to deliver a sample for approval
- IV. In case of discrepancy between unit price and total, the unit price shall prevail.

Authorized Official:

SECTION VII - STANDARD FORMS

Notes on standard forms

Notes on the Standard Forms:

7.1 Form of Tender and Price Schedule form

These forms must be completed by the tenderer and submitted with the tender documents as specified in the format of submission. It must also be duly signed by duly authorized representative of the tenderer.

7.2 Confidential Business Questionnaire Form

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

7.3 Tender Security Form

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

7.4 Contract Form

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

7.5 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.

7.6 Bank Guarantee for Advance Payment.

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

7.7 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 tender is an agent.

SECTION VII - STANDARD FORMS

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender security form
6. Performance security form
7. Bank guarantee for advance payment
8. Manufacturer's Authorization Form
9. Letter of Notification of Award.
10. Oaths and Statutory Declaration Form.

FORM OF TENDER

Date _____

Tender No. KCAA/058/2019-2020

**To: Kenya Civil Aviation Authority
P.O BOX 30163-00100, Nairobi**

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.....
[insert numbers) of which is hereby duly acknowledged, we the undersigned, offer **the supply and delivery of portable VHF Air Band Transceivers (Walkie Talkies) for KCAA Headquarters and various stations** 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 provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee 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.

Dated this _____ day of _____ 2020
[signature] [In the capacity of]

duly authorized to sign tender for and on behalf
of _____

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 materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

in the presence of _____.

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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, Street/Road
 Postal address Tel No. Fax Email.....
 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

Name	Nationality	Citizenship details	Shares
1.
2.
3.
4.

Part 2 (c) – Registered Company

Private or Public:

State the nominal and issued capital of company

Nominal Kshs.

Issued Kshs.....

Given details of all directors as follows

Name	Nationality	Citizenship details	Shares
1.
2.
3.
4.

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

If a citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or Registration

TENDER SECURITY FORM

Whereas [Name of the tenderer]

(Hereinafter called "the tenderer") has submitted its tender dated..... [Date of submission of tender] for the provision of

[Name and/or description of the services]

(Hereinafter called "the Tenderer").....

KNOW ALL PEOPLE by these presents that WE.....

Of.....[name of bank] of [name of country], having our registered office at [name of procuring entity] (hereinafter called <the procuring entity> in the sum of [state the amount] 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 a 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] _____

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM To: Kenya Civil

Aviation Authority 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 services](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]

(Amend accordingly if provided by Insurance Company)

BANK GUARANTEE FOR ADVANCE PAYMENT

To.....

[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 in an amount of

.....
[Amount of guarantee in figures and words].

We, the

[bank or financial institution], 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 and 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

[name of bank or financial institution]

[address]

[date]

MANUFACTURER’S AUTHORIZATION FORM

To: Kenya Civil Aviation Authority
P.O BOX 30163-00100
Nairobi

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.

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 of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

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

- 1.
- 2.

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

- 1.
- 2.

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 Secretary

REPUBLIC OF KENYA

IN THE MATTER OF OATHS AND STATUTORY DECLARATION ACT

CHAPTER 15 LAWS OF KENYA

AND

IN THE MATTER OF

THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT, 2015

I, holder of Identity card no.....and care of P. O. Box and being a resident of in the Republic of Kenya do hereby make oath and state as follows: -

1. **THAT** I am the Chief Executive/Managing Director/Principal Officer /Director of (name of the Candidate) which is a Candidate in respect of Tender Number to supply goods, render services and/or carry out works for Kenya Civil Aviation Authority and duly authorized and competent to make this Affidavit.
2. **THAT** the aforesaid Candidate has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Kenya Civil Aviation Authority, which is the procuring entity.
3. **THAT** the aforesaid Candidate, its servants and/or agents have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Kenya Civil Aviation Authority.
4. **THAT** the aforesaid candidate has not committed any offence under the Laws of Kenya or the Procurement Laws or been debarred from participating in any tenders by virtue of non-performance/poor-performance or any other legal reason and is not undergoing any adverse disciplinary action/claim before the Public Procurement and Disposal Authority.
5. **THAT** the aforesaid candidate, its directors and shareholders have not been convicted of corrupt or fraudulent practices in any court of competent jurisdiction within the Republic of Kenya.

6. **THAT** the aforesaid candidate has not defaulted in his/her/their/its tax obligations per the tax laws of the Republic of Kenya.
7. **THAT** the aforesaid candidate has not been in breach of the employment laws of the Republic of Kenya.
8. **THAT** what is deponed to hereinabove is true to the best of my knowledge information and belief.

SWORN at by the said }

..... }

Name of Chief Executive/Managing Director/ }

Principal Officer/Director }

on this day of 20... }

}

}

DEPONENT

Before me }

}

Commissioner for Oath