



# National Transport and Safety Authority

**TENDER DOCUMENT**

**FOR**

**TENDER FOR SUPPLY, DELIVERY AND INSTALLATION OF ASSET  
TAGGING AND BAR CODING MANAGEMENT SYSTEM OF  
NATIONAL TRANSPORT AND SAFETY AUTHORITY ASSETS- RE-  
ADVERTISEMENT**

**TENDER NO. NTSA/NCB -015/2016 ~ 2017**

**HILL PARK BUILDING  
P.O. BOX 3602-00506  
NAIROBI, KENYA**

**Email: [procurement@ntsa.go.ke](mailto:procurement@ntsa.go.ke)**

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## SECTION I

## INVITATION TO TENDER

DATE 9<sup>th</sup> May, 2017

**TENDER REF NO. NTSA/NCB -015/2016 - 2017**

**TENDER NAME Tender for Supply, Delivery and Installation of Asset Tagging and Bar Coding Management System of National Transport and Safety Authority Assets-Re-advertisement**

- 1.1 The National Transport and Safety Authority invites sealed bids from eligible candidates for the **Tender for Supply, Delivery and Installation of Asset Tagging and Bar Coding Management System of National Transport and Safety Authority Assets**
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at the **National Transport and Safety Authority, Procurement Office, 3rd Floor, Hill Park Building** during normal working hours.
- 1.3 A complete set of tender documents may be obtained by interested candidates from Procurement office on 3rd Floor Hill Park Plaza, Upper hill Road, during normal working hours upon payment of a non-refundable fee of **KES.1,000/=** in bankers Cheque payable to National Transport and Safety Authority or download from our website at <http://www.nts.go.ke> or <http://supplier.treasury.go.ke> free of charge. Bidders who download the tender document must forward their particulars immediately to [procurement@nts.go.ke](mailto:procurement@nts.go.ke) for record and communication of any tender clarifications.
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked with the tender number and be deposited in the tender box on **Ground Floor, National Transport & Safety Authority's Headquarters, Hill Park Building, Upper Hill Road, Nairobi** or to be addressed to the **Director General, Box 3602-00506 Nairobi** so as to be received on or before **Wednesday, 7<sup>th</sup> June, 2017 at 10:00**
- 1.5 Prices quoted should be net inclusive of all taxes and delivery costs, and must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender. Bidders must ensure that each bid submitted must be serialized from the first to the last page including any attachments.
- 1.6 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at the **Board Room on 3<sup>rd</sup> Floor, Hill Park Building.**

Any canvassing or giving of false information will lead to automatic disqualification.

**FOR: DIRECTOR GENERAL**

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## **SECTION II - INSTRUCTION TO TENDERERS**

### **2.1. Eligible Tenderers**

- 2.1.1 This Invitation to Tender is open to all eligible providers of **Supply, Delivery And Installation Of Asset Tagging And Bar Coding Management System- Re-Advertisement**. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The National Transport and Safety Authority(NTSA) 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 NTSA 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 to Tender.
- 2.1.4 Tenderers involved in the 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 NTSA, 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.1,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

### **2.3 Contents of Tender Document**

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
- (i) Instructions to Tenderers

- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of Requirements
- (v) Details of the Service
- (vi) Form of Tender
- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender Security Form
- (xi) Performance Security Form
- (xii) Principal's or manufacturers authorization form
- (xiii) Declaration Form

2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification 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 Tender Documents**

2.4.1 A Candidate making inquiries of the tender documents may notify NTSA by post, fax or by email at the NTSA's address indicated in the Invitation to Tender. NTSA will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by the NTSA. Written copies of the NTSA's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

2.4.2 NTSA shall reply to any clarifications sought by the tenderer within 7 days of receiving the request to enable the tenderer to make timely submission of its tender.

## **2.5 Amendment of Tender Documents**

2.5.1 At any time prior to the deadline for submission of tenders, NTSA, 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 will 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, NTSA, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of Tenders**

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 NTSA, 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**

2.7.1 The tender prepared by the tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
- (d) Confidential business questionnaire.

## **2.8. Form of Tender**

2.8.1 The tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the services to be provided.

## **2.9. Tender Prices**

2.9.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price 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 services quoted including all duties, VAT and other taxes payable.

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

2.9.4 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.

## **2.11. Tenderers Eligibility and Qualifications**

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

2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to NTSA'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 Appendix to Instructions to Tenderers.

2.12.2 The tender security shall not exceed 2 per cent of the tender price. Bidders are required to submit Tender Security which must be valid for 150 days from the date the tender closes.

2.12.3 The tender security is required to protect the NTSA 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 a Bank guarantee issued by a commercial bank operating in Kenya, a deposit taking micro-finance Institution, Sacco Society, The Youth Enterprise Development Fund, approved Insurance Companies or Women Enterprise Fund.

2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by NTSA as non-responsive, pursuant to paragraph 2.20.5.

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

2.12.7 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.
- (b) In the case of a successful tenderer, if the tenderer fails:
  - (i) to sign the contract in accordance with paragraph 2.29 or
  - (ii) to furnish performance security in accordance with paragraph 2.30.
- (c) If the tenderer reject correction of an arithmetic error in the tender.

## **2.13. Validity of Tenders**



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

2.13.2 In exceptional circumstances, NTSA 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 granting the request will not be required nor permitted to modify its tender.

## **2.14. Format and Signing of Tenders**

2.14.1 The tenderer shall prepare an original and a copy of the **Combined Technical and Financial Proposal**, 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 un-amended printed literature, shall be initialed by the person or persons signing the tender. **All pages of the tender shall be serialized.**

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 the copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL TENDER" and "COPY OF TENDER". The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

- (a) be addressed to National Transport and Safety Authority at the address given in the Invitation to Tender paragraph 1.6.
- (b) bear tender number and name in the invitation to tender and the words, "DO NOT OPEN BEFORE **7<sup>th</sup> June, 2017 at 10.00 am**

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, NTSA 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 NTSA at the address specified under paragraph 2.15.2 not later than **7<sup>th</sup> June, 2017 at 10.00 am**
- 2.16.2 NTSA may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of NTSA 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 the tender box shall be received by NTSA 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 tenders, is received by NTSA prior to the deadline prescribed for submission of tenders.
- 2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by fax or email 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. 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 NTSA will open all tenders in the presence of tenderers' representatives who choose to attend, at **10.00 an on 7<sup>th</sup> June, 2017** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

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

## **2.19. Clarification of Tenders**

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

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

## **2.20. Preliminary Examination and Responsiveness**

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

2.20.2 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity. If there is a discrepancy between words and figures the amount in words will prevail.

2.20.3 NTSA 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.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, NTSA 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 NTSA'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 NTSA and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **2.21. Conversion to single currency**

2.21.1 Where other currencies are used, NTSA 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 NTSA will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20. 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.

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

(a) Operational plan proposed in the tender;

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

2.22.3 Pursuant to paragraph 2.22.2. the following evaluation methods will be applied.

### 1. Operational Plan

(i) NTSA requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than NTSA's required delivery time will be treated as non-responsive and rejected.

### 2. Deviation in payment schedule

(i) Tenderers shall state their tender price for the payment on 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. NTSA may consider the alternative payment schedule offered by the selected tenderer.

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

## **2.23. Contacting the Procuring entity**

2.23.1 Subject to paragraph 2.19 no tenderer shall contact NTSA 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 NTSA in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

## **2.24. Post-qualification**

2.24.1 NTSA will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as NTSA 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 NTSA will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

## **2.25 Award Criteria**

2.25.1 Subject to paragraph 2.29 NTSA 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.

2.25.2 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.

## **2.26. Procuring Entity's Right to Accept or Reject any or All Tenders**

2.26.1 NTSA 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 NTSA's action. If NTSA determines that none of the tenders is responsive, NTSA shall notify each tenderer who submitted a tender.

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

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

## **2.27 Notification of Award**

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

2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and NTSA pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 NTSA will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

## **2.28 Signing of Contract**

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

2.28.2 Within Seven (7) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to NTSA.

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

2.28.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

## **2.29 Performance Security**

2.29.1 The successful tenderer may be requested to furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to NTSA.

2.29.2 Failure by 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 NTSA may make the award to the next lowest evaluated tender or call for new tenders.

## **2.30. Corrupt or Fraudulent Practices**

- 2.30.1 NTSA 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.
- 2.30.2 NTSA 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.
- 2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

## APPENDIX TO INSTRUCTIONS TO TENDERERS

**The following information for the Provision of Assets Tagging Solution shall complement, supplement, or amend, the provisions on 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**

Instruction to tender reference	Particulars of Appendix to instructions to tenderers
1.3	Cost of tender document is Ksh.1, 000.00. The documents can also be viewed and downloaded from the NTSA Website <a href="http://www.ntsago.ke">www.ntsago.ke</a> at no fee. Bidders who download the tender documents must forward their particulars immediately for records and communication of any further tender clarifications or addenda to <a href="mailto:Procurement@ntsago.ke">Procurement@ntsago.ke</a>
2.1	The tender is open to all providers of <b>Asset Tagging and Bar Coding Management Systems</b>
2.9.2	Taxes: The Tenderer will pay for all the local taxes, duties, fees, levies and other charges applicable in Kenya. The financial proposal should therefore include any taxes payable in Kenya.
2.12.2	Bidders are required to submit Tender Security of <b>Kshs. 50,000.00</b> which must be valid for 150 days from the date the tender closes.
2.15.2	<b>DIRECTOR GENERAL NATIONAL TRANSPORT &amp; SAFETY AUTHORITY HILL PARK BUILDING, UPPER HILL ROAD, BOX 3602-00506 NAIROBI</b>
2.14.1	The Tenderer should clearly indicate on top of the envelope the tender name and tender reference number.
2.16.2	Deadline for submission is <b>7<sup>th</sup> June ,2017 at 10.00 AM</b>
2.16.3	Bulky tender documents that cannot fit into the tender box to be Received at the procurement office, <b>3<sup>rd</sup> Hill Park Building.</b> Envelopes should be stamped and initialed at the time of receipt.
2.18.2	Combined Technical and Financial Proposal (One Bid Document)
2.23 (NTSA's Officials)	<b>DEPUTY DIRECTOR PROCUREMENT NATIONAL TRANSPORT &amp; SAFETY AUTHORITY HILL PARK BUILDING, UPPER HILL ROAD, BOX 3602-00506 NAIROBI</b> E-MAIL: <a href="mailto:procurement@ntsago.ke">procurement@ntsago.ke</a>



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

### **3.1. Definitions**

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

- (a) “The Contract” means the agreement entered into between NTSA 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 tenderer including materials and incidentals which the tenderer is required to provide to NTSA under the Contract.
- (d) “The Procuring entity” means the organization procuring the services under this Contract
- (e) “The Contractor” means the organization or firm providing the services under this Contract.
- (f) “GCC” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day.

### **3.2. Application**

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

### **3.3. Standards**

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

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

3.4.1 The Contractor shall not, without NTSA’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 NTSA in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

- 3.4.2 The Contractor shall not, without NTSA's prior written consent, make use of any document or information enumerated in paragraph 3.4.1 above.
- 3.4.3 Any document, other than the Contract itself, enumerated in paragraph 3.4.1 shall remain the property of NTSA and shall be returned (all copies) to NTSA on completion of the contract's or performance under the Contract if so required by NTSA.

### **3.5. Patent Rights**

- 3.5.1 The Contractor shall indemnify NTSA 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**

- 3.6.1 Within ten (10) days of receipt of the notification of Contract award, the successful tenderer shall furnish to NTSA the performance security where applicable in the amount specified in SCC
- 3.6.2 The proceeds of the performance security shall be payable to NTSA 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 in the form of a Bank guarantee issued by a commercial bank operation in Kenya. The performance guarantee shall be submitted within 10 days of notification of award.
- 3.6.4 The performance security will be discharged by the NTSA and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

### **3.7. Delivery of services and Documents**

- 3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by NTSA in the schedule of requirements and the special conditions of contract

### **3.8. Payment**

- 3.8.1 The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC.
- 3.8.2 Payment shall be made promptly by NTSA, but in no case later than thirty (30) days after submission of an invoice or claim by the contractor.

### **3.9. Prices**

- 3.9.1 Price 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 quoted by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.

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

3.9.3 Where contract price variation is allowed the variation shall not exceed 25% of the original contract price.

3.9.4 Price variation requests shall be processed by NTSA 30 days of receiving the request.

### **3.10. Assignment**

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

### **3.11. Termination for Default**

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

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

3.11.2 In the event NTSA terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered, and the Contractor shall be liable to NTSA for any excess costs for such similar services. However the contractor shall continue performance of the contract to extent not terminated.

### **3.12. Termination for Insolvency**

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

### **3.13. Termination for Convenience**

3.13.1 NTSA 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 NTSA's 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 NTSA may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

### **3.14 Resolution of Disputes**

3.14.1 NTSA and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract

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

### **3.15. Governing Language**

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

### **3.16. Applicable Law**

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

### **3.17 Force Majeure**

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

### **3.18 Notices**

3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.

3.18.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

## SECTION IV – SPECIAL CONDITIONS OF CONTRACT

**4.1.** Special conditions of contract with reference to the general conditions of contract.

Reference of general conditions of contract	Special condition of contract
2.12.1 Tender Security	Tender Security Form ( <b>Tender Security of Kshs. 50,000</b> )
3.7 Delivery of Services	As specified in the schedule of requirements
3.16 Applicable law	Laws of Kenya
3.18 Notices	<b>DEPUTY DIRECTOR PROCUREMENT NATIONAL TRANSPORT &amp; SAFETY AUTHORITY HILL PARK BUILDING, UPPER HILL ROAD, BOX 3602-00506 NAIROBI E-MAIL: <a href="mailto:procurement@ntsa.go.ke">procurement@ntsa.go.ke</a></b>

## SECTION V- SCHEDULE OF REQUIREMENTS

### General Scope of Work for the Tender for Supply, Delivery and Installation of Asset Tagging and Bar Coding Management System of National Transport and Safety Authority Assets

No.	Description	Quantity	Delivery schedule [shipment] in Weeks/ months from issuance of the Order
1	Bar coded tags as per specifications	3000	<ul style="list-style-type: none"> <li>Supply on need basis for a period twenty four months from the date of contract execution</li> <li>Initial supply of 3,000 tags shall be within four weeks from the date of the Local Purchase Order.</li> <li>Supply of goods shall be within four weeks from the date of the Local Purchase Order</li> <li>Bidders will commit to replace defective items within the provided warranty period.</li> </ul>
2	Bar code readers with integrated software	3	<ul style="list-style-type: none"> <li>Supply on need basis for a period 24 months from the date of contract execution</li> </ul>
3	Fully Licensed MS-SQL Server 2012- Enterprise Edition	1	<ul style="list-style-type: none"> <li>Supply of goods shall be within four weeks from the date of the Local Purchase Order</li> </ul>
4.	Implementation	1	<ul style="list-style-type: none"> <li>Implementation shall be within six weeks from the date of the Local Purchase Order</li> </ul>
5	Training	One off	In house training for 10 technical staff and 10 non-technical staff
6	Implementation		Tender sill be on supply and delivery basis, with fixing of the asset tag as an optional service.
7	Labour for tagging	(optional service)	Bidder shall quote for service of affixing tag per item as an optional service.
8	Post installation support		Bidder shall provide post installation Technical Support services for One year

**Note:** *The Estimated Quantities are only indicative for purpose of providing bidders with expected volume of business and in determining the lowest Evaluated Bidder who will then be provided with a framework agreement for two (2) years at the indicated net unit prices.*

## **SECTION VI - DESCRIPTION OF SERVICE**

### **1. OVERVIEW OF NATIONAL TRANSPORT AND SAFETY AUTHORITY**

The National Transport and Safety Authority is a State Corporation established through an Act of Parliament; Act Number 33 of 26th October 2012 with the aim of harmonizing the operations of the key road transport departments and help in effectively managing the road transport sub-sector as well as minimizing loss of lives through road accidents. The Authority is mandated to:-

1. Register and license motor vehicles,
2. Conduct motor vehicle inspection and certification,
3. Regulate public service vehicles,
4. Advise the Government on national policy with regard to road transport sector,
5. Develop and implement road safety strategies,
6. Facilitate the education of members of the public on road safety,
7. Conduct research and audits on road safety,
8. Compile inspection reports relating to traffic accidents,
9. Establish systems and procedures for, and oversee the training, testing and licensing of drivers,
10. Formulate and review the curriculum of driving schools, and
11. Coordinate the activities of persons and organizations dealing in matters relating to road safety.

### **2. LOCATION**

The authority has offices/centres across the country as listed below:

1. NTSA Headquarters – Hill Park Plaza, Upper Hill Road, Nairobi
2. NTSA Mombasa Office
3. Likoni Inspection Center - Industrial Area, Nairobi
4. Nairobi Area Inspection Center
5. Ruaraka Inspection Center
6. Mombasa Inspection Center
7. Kisumu Inspection Center
8. Kakamega Inspection Center
9. Nakuru Inspection Center
10. Garissa Inspection Center
11. Embu Inspection Center
12. Nyeri Inspection Center
13. Nyahururu Inspection Center
14. Machakos Inspection Center

15. Meru Inspection Center
16. Thika Inspection Center
17. Voi Inspection Center
18. Kisii Inspection Center
19. Kericho Inspection Center
20. Eldoret Inspection Center
21. Kitale Inspection Center

### 3. ASSIGNMENT

The National Transport and Safety Authority is seeking to engage a Service provider to offer **Supply, Delivery and Installation of Asset Tagging and Bar Coding Management System of National Transport and Safety Authority Assets**. The successful service provider will be engaged in a framework agreement for a period of two (2) years. The assets in the authority include computers, printers, furniture, motor vehicles, speed cameras, breathalyzers among others.

Tenderers are requested to submit with their offers the detailed specifications, Product Brochures and samples for the products they intend to supply.

**The samples of the aluminum tags must be presented along with the technical proposal.**

The successful bidder shall ensure that the products have a manufacturer's written warranty for at least two (2) years from the date of delivery and assembly during which they should not have any deformation or deterioration. Bidders **MUST UNDERTAKE** to replace **all** manufacturer defects free of charge upon provision of notice to them, whether written or otherwise.

The objectives of this project are to tag existing assets, consolidate the required fixed asset data, develop NTSA skills to tag the assets themselves and implement an automated Fixed assets Register (FAR) that is user-friendly and that can be integrated with NTSA's ERP system.

### 4. SCOPE OF WORK:

Specific tasks to be carried out by the contractor include but not limited to:

1. Categorizing asset data in terms of physical location, asset category and depreciation class.
2. Supplying aluminum asset tags which are machine readable as specified in this document and optionally, tag all the identified assets. The asset tag must be customized with the NTSA logo.
3. Supplying bar code readers as per specifications in this document.
4. Creating asset records on the fixed assets system consisting of all relevant fields required in establishing best practice of Fixed Assets management.



5. Presenting the final Fixed Assets Register to NTSA in both the soft and hardcopy giving Asset Code, Asset Description, and location among other details. The soft copy provided should be in simple data base with Export/Import to CSV or excel format for ease of data transfer to the ERP system.
6. Building capacity through training on Management of Assets tagging system.
7. Providing NTSA with proper registration and licensing of all software (Application and Database) and hardware proposed.
8. Conducting census of all Authority assets. Categorise data in terms of physical location, asset category, and depreciation class as stipulated in the Fixed Assets Management Policy and best practice.
9. Advice NTSA on the appropriate asset tagging method and supply the tagging labels.
10. Supply and implement the most appropriate data capture technology and equipment.
11. Tag all assets in possession of each department using the agreed method.
12. Carry out electronic data capture by use of barcodes scanners
13. Supply and implement an online tracking of asset movement between locations including automating of asset movement requests, approvals, electronic gate passes and receipt processes with alerts for delays in approvals, delivery or confirmation of receipts. The proposed solution should integrate with the Fixed Assets Management System.
14. Identify each office and location using the method above and link it to the assets within the designated location.
15. Create asset records on the fixed assets system, consisting of all relevant fields required in establishing best practice of Fixed Assets management. The system should be able to generate an asset register and also facilitate tagging of future acquisition of assets.
16. Present the final Fixed Assets Register to the NTSA in both soft and hardcopy giving Asset Code, Asset Description, Value and location among other details.
17. Build capacity through training on Management of Assets.
18. Provide NTSA with proper registration and licensing of all software (Application and Database) and hardware proposed.
19. Surrender to NTSA all owner/operator manuals for all hardware and software provided in the project.
20. Surrendering to NTSA all owner/operator manuals for all hardware and software provided in the project.

21. Providing in-house capacity development necessary for the support of the system through training.

## 5. TECHNICAL SPECIFICATIONS OF THE SERVICE AND EQUIPMENT

This section specifies the minimum technical requirements

Bidders are invited to quote against the minimum specifications given in the section below.

It is emphasized that proposals which exceed the minimum specifications will be evaluated and ranked higher than those which meet only the minimum specifications.

### **Naming System**

The tagging/ identification of assets shall be as follows:-

#### (i) **Marking/Tagging of assets**

NTSA/Location/dept/asset type/number

*Example 1 NTSA/HQ/HR/CPU/0001*

*To mean a CPU in HR department Located at Headquarter*

*Example 2 NTSA/HQ/HR/MNR/0001*

*To mean a Computer Monitor in HR department Located at Headquarter*

*Example 3 NTSA/HQ/HR/KYB/0001*

*To mean a Computer Keyboard in HR department Located at Headquarter*

Note that in all desktop computers, the contractor is supposed to tag/mark the three items as above.

### **General Conditions**

- The scanning equipment must capture all assets tagged and download/transfer the data to a database which is interfaced with an ERP system [asset management module]

## EVALUATION CRITERIA

### a) Tender Responsiveness Criteria

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

Section	<b>MANDATORY DOCUMENT/ REQUIREMENT</b>
A	Tender Security of Ksh.50,000.00 valid for 150 days from the tender opening date
B	Power of Attorney
C	Duly filled Confidential Business Questionnaire
D	Copy of current Trade License or County Government Single Business Permit
E	Certificate of Business Registration or certificate of Incorporation
F	Manufacturer's Authorization if any
G	Company Profile
H	Key Staff Competency Profiles-CVs
I	Physical Address Details
J	Statement of Experience
K	Self-Declaration Form
L	Valid Tax Compliance Certificate
M	CR 12 for Limited Liability companies
N	Tender Form and the Price Schedules (Financial Proposal)
O	Sample of the proposed product.
P	Three years Audited Accounts..2016,2015,2014 or 2015,2014,2013

### b). Vendor Evaluation Criteria

S/N	ITEM DESCRIPTION	WEIGHTING (POINTS)	CUT-OFF SCORE
1.	<p>Projects manager, should have a degree in IT/Finance/Accounting or related Degree (Attach copies of CVs and Certificates)</p> <p><b>Academic Qualification;</b>  Degree .....2.5  Diploma .....2  Certificate .....1.5  None .....0</p> <p><b>Experience:</b>  Over 5 years' experience.....2.5  3-5years' experience. ....2  2 years' experience. ....1.5  1 year and below. ....1</p>	5	
2.	<p>At least 2 experienced Technical staff who should have at least a diploma in IT/Finance/Accounting or related Diploma (Attach copies of Curriculum Vitae and Certificates)</p> <p><b>Academic Qualification;</b>  Degree in relevant IT field .....3  Diploma in relevant IT field.....1.5</p> <p><b>Experience:</b>  Over 5 years' experience.....2  3-5years' experience. ....1.5  2 years' experience. ....1  1 year and below. ....0.5</p>	8	
3.	<p>Company's experience in Tagging and Bar Coding of Assets</p> <p>Over 5 years' experience.....5  3-5years' experience. ....4  2 years' experience. ....3  1 year and below. ....1</p>	5	
4.	Company profile including organizational chart	2	
5.	Reference from at least two (2) main current clients of asset tagging contracts whose value is not less than Kshs. 1,000,000.00 (attach reference letters from clients). For each client provided (2.5 Marks)	5	
6.	Present a Methodology Project plan to include time frames, deliverables, milestones, manpower requirements etc	5	
	<b>TOTAL</b>	<b>30</b>	<b>15</b>

**NB: Only those bidders who will score 15 marks and above (pass mark) will be evaluated further.**

**b). Technical Evaluation Criteria**

**Instructions to Bidders**

1. Bidders are required to fill the table below or use its format to respond.
2. Bidders MUST provide a substantive response for all features irrespective of any attached technical documents. Use of Yes, No, tick, compliant etc will be considered non responsive.
3. Bidders who fail to respond substantially to the schedule of requirements will not be considered for technical evaluation.

PYHSICAL TAGGING / MARKING FEATURES	Scores	Bidder's Response
1. Resistant to UV light and other chemicals	2	
2. Should be Heat resistant	2	
3. Tags should be resistant to abrasion and tamper proof	2	
4. Tags should be barcoded with both human and Machine readable description.	2	
5. Tags should accommodate Authority's Logo with full colours	2	
6. Should be visible and appealing to the eye (aesthetic).	2	
7. Have a high-bond adhesive that fuses permanently to most surfaces	2	
8. Should be conformable (can be bent)	2	
9. Available in full colour print	2	
10. Have a matte or gloss surface	2	
Total	20	
SOFTWARE REQUIREMENTS/FEATURES	Score	Bidder's Response
1. Should be able to capture all assets tags/barcodes	2	
2. Supply and implement an online tracking of asset movement between locations including automating of asset movement requests, approvals, electronic gate passes and receipt	2	
3. Store all assets information in a simple database	2	
4. Track assets by site, location, department, item & serial number	2	

5. Track leases and warranties with the capabilities of tracking asset maintenance and repair history.	2	
6. Calculate Depreciation	2	
7. Easily import and export data using the Import/Export Wizard into excel sheet or any data manipulation tool	2	
8. Instantly view assets assigned to any department, employee or assets with a particular status with options of automatically tracking changes in status and location	2	
9. Capable to integrate with any ERP System	2	
10. Produce Standard and adhoc' reports	2	
Total	20	

### MOBILE SCANNER SPECIFICATIONS

MOBILE SCANNER SPECIFICATIONS	Score	Bidder's Response
1. Must have Bluetooth built-in	2	
Windows CE 5.0 (WPA1200) or Windows Mobile 5.0 (WPA1200wm)	2	
2. Intel PXA270 520MHz, 64MB SDRAM, 128MB Flash ROM, SD Slot supports SD/MMC memory card up to 1GB		
3. 802.11b/g available via SDIO expansion slot	2	
4. Rechargeable Lithium-ion battery pack atleast 3.7V, 1950mAh	2	
5. Operate for atleast 12 hours on single charge	2	
6. Large 240 X 320 QVGA display, color transfective TFT, touch screen and backlight	2	
7. Resistant to rain and dust	2	
8. Integrated laser scanner	2	
9. Barcode laser scanner, keypad, touch screen and full alphanumeric software keyboard	2	
10. Scanner should have a backup battery	2	
Total	20	

TECHNICAL SUPPORT	Scores	Bidder's response
1. Bidder must have a comprehensive Technical support program for the system	4	
2. The bidder must have qualified professional/systems engineers to offer functional and technical support	5	
3. Warranty Service: Warranty will be for a period of 3 years before the tags/marks fade	2	
Total	10	
TRAINING	Scores	Bidder's response
The bidder must conduct training during and after the implementation of the system to the satisfaction of the client. Vendor should provide a clear training plan and schedule. Training from the beginning will be essential in order to give NTSA staff necessary skill to manage and support the system in both application side and the database and manage inventory of fixed asset data. NTSA staff will require training on the policies and procedures developed during the implementation of Fixed Asset Register System (FARS) including all software and hardware to ensure ongoing asset data management. The NTSA staff will perform the tasks jointly with the contractor in order to gain practical experience.	5	
Total		
LABOUR (OPTIONAL SERVICE)	Scores	Bidder's response
Bidder will provide work plan on how they will engage labor for tagging each asset.	5	
Total	5	
Grand Total	80	
Weighted	40	

**NB: Only those bidders who will score 25 marks and above out of the weighted 40 Marks (pass mark) will be evaluated further.**

**c). Financial Evaluation**

Financial score shall be computed using the following formula;

**Prices as per the price schedule;**

**FS= 30 x FM/F**

**Where: FM** is the lowest evaluated priced responsive bid

**F** is the price of the bid under consideration

**d). Overall Tender Evaluation Criteria**

<b>Criteria</b>	<b>Maximum Score/ Requirement</b>	<b>Cut-off Score</b>
Tender Responsiveness	Mandatory	All
Vendor Evaluation	30	15
Technical Evaluation	40	25
Financial Evaluation	30	
<b>Totals</b>	<b>100</b>	



**SECTION VII - PRICE SCHEDULE FOR GOODS**

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

**PRICE SCHEDULE**

	Item	Quantity	Unit Cost	Total price inclusive of taxes
1	Bar coded Tags as per Specifications	3000		
2	Bar code readers	3		
3	Fully Licensed MS-SQL Server 2012- Enterprise Edition	1		
4	User license fees (If any)			
5	In-house training cost for 10 Technical and 10 Non-Technical users	20		
6	Implementation charge	1		
7	System Maintenance Charges (If any)			
8	Labor (Optional service)			
	Total			

*Note: The Estimated Annual Quantities are only indicative for purpose of providing bidders with expected volume of business and in determining the lowest Evaluated Bidder who will then be provided with a framework contract for two (2) years at the indicated net unit prices.*

*A retention fee of 5% on all items will be deducted from every invoice submitted and retained for a period of 6 months. This will be released upon satisfactory performance of the goods. The six month period will be counted from the date of supply.*

*Note: In case of discrepancy between unit price and total, the unit price shall prevail. The award will be based on the Grand Total Cost.*

Tender's Signature \_\_\_\_\_ Official Stamp \_\_\_\_\_

Date \_\_\_\_\_

## SECTION VIII - STANDARD FORMS

### Notes on the Sample Forms

- 1 *Form of Tender-* The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
- 2 *Confidential Business Questionnaire Form -* This form must be completed by the tenderer and submitted with the tender documents.
- 3 *Tender Security Form-* When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
- 4 *Contract Form-* The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
- 5 *Performance Security Form-* The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
- 6 *Bank Guarantee for Advance Payment Form-* When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.
- 7 *Manufacturers Authorization Form-* When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.
- 8 *Self-Declarations Form* This form will be completed by the bidder's authorized representative.

## 8.1 FORM OF TENDER

Date \_\_\_\_\_

Tender No. \_\_\_\_\_

To: NATIONAL TRANSPORT AND SAFETY AUTHORITY  
P. O. BOX 3602-00506NAIROBI.

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 Print, Supply and deliver log books ..... *(Insert item description)* in conformity with the said tender documents for the sum of ..... *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, .....*(Insert Tender name )* in accordance with the delivery schedule specified in the Schedule of Requirements.

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

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

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

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

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

\_\_\_\_\_

[signature]

\_\_\_\_\_

[in the capacity of]

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

## 8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1; either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business; and Part 3.

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

<b>Part 1 – General</b>																										
1.1	Business Name ..... .....																									
1.2	Location of Business Premises. .....																									
1.3	Plot No..... Street/Road ..... Postal Address ..... Tel No. .... Fax ..... E mail .....																									
1.4	Nature of Business ,..... .....																									
1.5	Registration Certificate No. ..... .....																									
1.6	Maximum Value of Business which you can handle at any one time – Kshs. .....																									
1.7	Name of your Bankers ..... Branch .....																									
<b>Part 2 (a) – Sole Proprietor</b>																										
2a.1	Your Name in Full ..... Age																									
2a.2	Nationality ..... Country of Origin ..... Citizenship Details .....																									
<b>Part 2 (b) Partnership</b>																										
2b.1	Given details of Partners as follows:																									
2b.2	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; width: 10%;"></th> <th style="text-align: left; width: 30%;"><u>Name</u></th> <th style="text-align: left; width: 30%;"><u>Nationality</u></th> <th style="text-align: left; width: 20%;"><u>Citizenship Details</u></th> <th style="text-align: left; width: 10%;"><u>Shares</u></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td style="text-align: center;">2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td style="text-align: center;">3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td style="text-align: center;">4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>	1.	.....	.....	.....	.....	2.	.....	.....	.....	.....	3.	.....	.....	.....	.....	4.	.....	.....	.....	.....
	<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>																						
1.	.....	.....	.....	.....																						
2.	.....	.....	.....	.....																						
3.	.....	.....	.....	.....																						
4.	.....	.....	.....	.....																						

**Part 2 (c) – Registered Company**

2c.1 Private or Public  
 .....

2c.2 State the Nominal and Issued Capital of Company-  
 Nominal Kshs. ....  
 Issued Kshs. ....

2c.3 Given details of all Directors as follows

<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>
1. ....	.....	.....	.....
2. ....	.....	.....	.....
3. ....	.....	.....	.....
4. ....	.....	.....	.....
5. ....	.....	.....	.....

**Part 3 – Eligibility Status**

3.1 Are you related to an Employee, Committee Member or Board Member of National Transport and Safety Authority? Yes \_\_\_\_\_ No \_\_\_\_\_

3.2 If answer in '3.1' is **YES** give the relationship.  
 .....  
 .....

3.3 Does an Employee, Committee Member, Board Member of National Transport and Safety Authority sit in the Board of Directors or Management of your Organization, Subsidiaries or Joint Ventures? Yes \_\_\_\_\_ No \_\_\_\_\_

3.4 If answer in '3.3' above is **YES** give details.  
 .....  
 .....  
 .....

3.5 Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by National Transport and Safety Authority to provide consulting services for preparation of design, specifications and other documents to be used for procurement of the goods under this invitation? Yes \_\_\_\_\_ No \_\_\_\_\_

3.6 If answer in '3.5' above is **YES** give details.  
 .....

.....  
.....  
.....  
.....  
.....

3.7 Are you under a declaration of ineligibility for corrupt and fraudulent practices?  
YES\_\_\_\_\_ No\_\_\_\_\_

3.8 If answer in '3.7' above is **YES** give details:  
.....  
.....  
.....  
.....

3.9 Have you offered or given anything of value to influence the procurement process? Yes  
\_\_\_\_\_No\_\_\_\_\_

3.10 If answer in '3.9' above is **YES** give details  
.....  
.....  
.....  
.....  
.....

I DECLARE that the information given on this form is correct to the best of my knowledge and belief.

Date ..... Signature of Candidate

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

## 8.4 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 works] and has accepted a tender by the tenderer for the supply of those works 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 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 tender 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 provisions 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 \_\_\_\_\_

*(Amend accordingly if provided by Insurance Company)*

## 8.5 PERFORMANCE SECURITY FORM

To National Transport and Safety 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 of goods*]  
(hereinafter called “the Contract”).

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

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

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signed and seal of the Guarantors

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

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

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



## 8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To National Transport and Safety Authority

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

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

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

Yours truly,

Signature and seal of the Guarantors

---

*[name of bank or financial institution]*

---

*[address]*

---

*[date]*

## 8.7 MANUFACTURER'S AUTHORIZATION FORM

To National Transport and Safety Authority

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 a person competent.

**LETTER OF NOTIFICATION OF AWARD**

**National Transport and Safety  
Authority  
P.O Box 3602-00506  
Nairobi.**

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.

Deputy Director Procurement  
Hill Park Building, 3rd Floor

FOR: **Director General**

**REPUBLIC OF KENYA**

**PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)**

**SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.**

I, .....of P. O. Box ..... being a resident of  
..... in the Republic of ----- do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of .....  
..... (insert name of the Company) who is a Bidder in respect of  
**Tender No.** ..... for .....(insert tender title/description) for  
.....( insert name of the Procuring entity) and duly authorized and competent to make this statement.
  
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of .....( insert name of the Procuring entity) which is the procuring entity.
  
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of .....(name of the procuring entity)
  
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
  
5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

.....  
(Title) (Signature) (Date)

Bidder's Official Stamp