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National Transport and Safety Authority

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TENDER DOCUMENT

FOR

PROVISION OF INTERNET CONNECTIVITY SERVICES.

TENDER NO. NTSA-NCB -014/2016 - 2017

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

Email: procurement@ntsa.go.ke

DATE OF ISSUE: 9TH MAY 2017

CLOSING DATE: 7TH JUNE 2017

MAY, 2017

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SECTION I INVITATION TO TENDER

DATE 9th May, 2017

TENDER REF NO. NTSA/NCB -014/2016 - 2017

TENDER NAME Tender for Provision of Internet Connectivity Services

- 1.1 The National Transport and Safety Authority invites sealed bids from eligible candidates for the **Tender for Provision of Internet Connectivity for a period of three years subject to satisfactory service.**
- 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.ntsago.ke> or <http://supplier.treasury.go.ke> free of charge. Bidders who download the tender document must forward their particulars immediately to procurement@ntsago.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, 7th 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 3rd 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 INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. 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. NTSA employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by 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 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 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 NTSA shall allow the tenderer to review the tender document free of charge before purchase.

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
- xii) Principal's or manufacturers authorization form
- xiii) Declaration 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 NTSA in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. NTSA 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 NTSA. 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. NTSA 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 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 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 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 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

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 services quoted including all customs duties and 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 2.22.
- 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 NTSA 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 NTSA 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.
- 2.12.2 The tender security is required to protect NTSA against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.3 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

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by NTSA as non-responsive, pursuant to paragraph 2.20

2.12.5 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 NTSA.

2.12.6 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.

2.12.7 The tender security may be forfeited:

(a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by NTSA 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 60 days or as specified in the invitation to tender after date of tender opening prescribed by NTSA, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by NTSA as nonresponsive.

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 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 NTSA 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, 7th June, 2017 at 10 A.M**”

2.15.2 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”. —

2.15.3 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 no later than **Wednesday, 7th June, 2017 at 10 A.M.**

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 6, 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 in 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 tender’s is received by NTSA 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 NTSA may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 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.

2.18 Opening of Tenders

2.18.1 NTSA will open all tenders in the presence of tenderers' representatives who choose to attend, on Wednesday, 7th June, 2017 at 10 A.M 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 NTSA, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 NTSA 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 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 shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence in NTSA tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers 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 securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 NTSA 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.

2.20.3 Prior to the detailed evaluation, pursuant to paragraph 23, 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 determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.4 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 a 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

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 NTSA 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 22.3 the following evaluation methods will be applied:

(a) ***Operational Plan.***

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 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. NTSA 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 NTSA

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 Award of Contract

a) Post qualification

2.24.1 In the absence of pre-qualification, NTSA 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 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.

b) Award Criteria

2.24.3 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.

2.24.4 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 action. If NTSA determines that none of the tenderers is responsive; NTSA shall notify each tenderer who submitted a tender.

2.24.5A 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.

2.25 Notification of award

2.25.1 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.

2.25.2 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 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

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

2.26 Signing of Contract

2.26.1 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.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return **it** to NTSA.

2.26.3 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.

2.27 Performance Security

2.27.1 Within thirty (30) days of the receipt of notification of award from NTSA, 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 NTSA.

2.27.2 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 NTSA may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 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.

2.28.2 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;

2.28.3 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 THE TENDERERS

Notes on the appendix to instruction to Tenderers

1. The appendix to instructions to tenderers is intended to assist NTSA in providing specific information in relation to corresponding clauses in the instructions to tenderers included in section II and the appendix has to be prepared for each specific procurement
2. NTSA should specify in the appendix information and requirements specific to the circumstances of NTSA, the processing of the procurement and the tender evaluation criteria that will apply to the tenderers
3. In preparing the appendix the following aspects should be taken into consideration
 - a. The information that specifies and complements provisions of section III to be incorporated
 - b. Amendments of section II as necessitated by the circumstances of the specific procurement to be also incorporated.
4. Section II should remain intact and only be amended through the appendix.

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:

APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information for the Provision of Internet Connectivity Service 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
2.1	The tender is open to all providers Internet Service Providers (ISP)
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 Kshs.50,000.00 which must be valid for 150 days from the date the tender closes.
2.14.1	The Tenderer should clearly indicate on top of the envelope the tender name and tender reference number.
2.15.1	The tender should be submitted as Combined Technical and Financial Proposal- Original and Copy
2.15.2	DIRECTOR GENERAL NATIONAL TRANSPORT & SAFETY AUTHORITY HILL PARK BUILDING, UPPER HILL ROAD, BOX 3602-00506 NAIROBI
2.16.2	Deadline for submission is 7th June ,2017 at 10.00 AM
2.16.3	Bulky tender documents that cannot fit into the tender box to be Received at the procurement office, 3rd Hill Park Building. Envelopes should be stamped and initialed at the time of receipt.
2.23	DEPUTY DIRECTOR PROCUREMENT NATIONAL TRANSPORT & SAFETY AUTHORITY HILL PARK BUILDING, UPPER HILL ROAD, BOX 3602-00506 NAIROBI E-MAIL: procurement@ntsa.go.ke

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 **Definitions**

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 contractor including materials and incidentals which the tenderer is required to provide to NTSA under the Contract.
- d) “NTSA” 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 superseded 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 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

Within twenty eight (28) 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 Special Conditions of Contract.

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 denominated in the currency of the Contract, or in a freely convertible currency acceptable to NTSA 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 NTSA 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 NTSA or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. NTSA 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 NTSA.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, NTSA may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to NTSA.

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 NTSA 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 NTSA prior written consent.

3.10 **Termination for Default**

NTSA 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 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 tenderer fails to perform any other obligation(s) under the Contract.

- c) if the tenderer, in the judgment of NTSA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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 undelivered, and the tenderer shall be liable to NTSA for any excess costs for such similar services.

3.12 Termination of insolvency

NTSA 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 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 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 on agreed amount for partially completed services.

3.14 Resolution of disputes

NTSA 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

Notes on Special Conditions of Contract

The clauses in this section are intended to assist NTSA in providing contract specific information in relation to corresponding clauses in the general conditions of contract.

The provisions of section IV complement the general conditions of contract included in section III, specifying contractual requirements linked to the special circumstances of NTSA and the procurement of services required. In preparing section IV, the following aspects should be taken into consideration.

- a) Information that complement provisions of section III must be incorporated
- b) Amendments and/or supplements to provision of section III, as necessitated by the circumstances of the specific service required must also be incorporated

Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract the provisions of the special conditions of contract herein shall prevail over the provisions of the general conditions of contract.

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.

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	The performance bond must be issued in the form of a bank or Insurance Company Guarantee. The guarantee must be valid in Kenya for a period of two years and shall be at least 10% of the contract value.
3.9	Packaging The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. All packages must be clearly labeled with description of contents and quantities.
3.10	Delivery Provision of Internet Services will be done at all NTSA's Offices countrywide at the times indicated in the delivery schedule by the successful bidder(s) from the date of receiving the Purchase Order (LSO). The requirements may be adjusted by giving a short notice.
3.12	Payment Terms The National Transport and Safety Authority (NTSA) payment terms are that payment shall be made within thirty (30) days from the date of delivery and signing of receipt. However, NTSA may negotiate mutually acceptable payment terms with the successful tenderer.
3.13	Prices Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.
3.17	Liquidated Damages If the delivery date is extended (except by mutual consent) a penalty amounting to 0.5% of the total cost will be charged per day up to a maximum of thirty (30) days. No deliveries shall be accepted after the thirtieth working day in which case the LPO will automatically lapse and be deemed to have been cancelled at the close of business on the twentieth day. The Authority shall then be at liberty to realize the performance bond. In this clause, "days" means working days.

3.18.1 **Resolutions of Disputes**

Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. *The place of arbitration shall be Nairobi.* The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in this Contract, the arbitral tribunal shall have no authority to award interest. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

3.19 The language of all correspondence and documents related to the bid is: **English.** Unless explicitly specified in the Technical Requirements section, the key passages of all accompanying printed literature in any other language must be translated into the above language.

SECTION V – DESCRIPTION OF SERVICES

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 internet connectivity services. The successful service provider (s) will be engaged in a framework agreement for a period of three (3) years. Tenderers are requested to submit with their offers as per the detailed specifications, Product Brochures and samples for the products they intend to supply.

Bidders **MUST UNDERTAKE** to attend to service breakdown, all manufacturer defects free of charge upon provision of notice to them, whether written or otherwise.

Bidders are invited to quote against the minimum specifications provided in Section V.

SECTION VI: TECHNICAL SPECIFICATIONS

Establishment of an internet connection at NTSA Headquarters. The connection shall be terminated at the NTSA Headquarters router & firewall. A separate Wide Area Network (WAN) router will be configured to allow the branches access internet, email and other shared resources via the head office

No.	Item	Description
1	Capacity	The internet connection should be a dedicated connection of at least 50Mbps/50 Mbps up/downlink to NTSA Headquarters, and Wide Area Network (WAN) connection to the branch offices (MVI Centers & county offices);
2	Medium	The primary internet connection to NTSA Headquarters should be via fiber optic link;
3	IP Addressing	A subnet block of /30 Public IPs for Point-to-Point (PTP) link (i.e. between NTSA router & the service provider's core router) and an extra subnet block of /29 i.e. 8 public IPs for the servers.
4	Latency	Expected average latency should be less than 200ms to the Internet, 4ms between NTSA Headquarters router and the service provider's core router and less than 50ms between NTSA Headquarters router and branch office routers.
5	Monitoring Tool	The service provider should configure a network management/monitoring tool for NTSA to monitor internet bandwidth utilization and link performance at the headquarter and branch offices;
6	Configuration of Routers	NTSA shall provide routers and a firewall for it's headquarter office and branch offices.
7	Routing Protocol	The Supplier will implement BGP routing protocol for the MPLS network Implemented for ease of management.

Establishment of a Wide Area Network (WAN) from NTSA Headquarters to the following branch offices via P2P, MPLS, BVPN network offices with HQ:

No.	Location	Medium	Capacity
1	Nairobi Office	Fiber	50mbps
2	Mombasa Registration Office	Fiber/Wimax	10mbps
3	Mombasa MVI	Fiber/Wimax	10mbps
4	NTSA HQ-KRA HQ- P2P	Fiber/Wimax	10mbps
5	Likoni MVI	Fiber/Wimax	10mbps
6	Thika MVI	Fiber/Wimax	2mbps
7	Eldoret MVI	Fiber/Wimax	2mbps
8	Machakos MVI	Fiber/Wimax	2mbps
9	Nakuru MVI	Fiber/Wimax	2mbps
10	Embu MVI	Fiber/Wimax	2mbps
11	Nyeri MVI	Fiber/Wimax	2mbps
12	Nyahururu MVI	Fiber/Wimax	2mbps
13	Kakamega MVI	Fiber/Wimax	2mbps
14	Kitale MVI	Fiber/Wimax	2mbps
15	Kisii MVI	Fiber/Wimax	2mbps
16	Kericho MVI	Fiber/Wimax	2mbps
17	Kisumu MVI	Fiber/Wimax	2mbps
18	Garissa MVI	Fiber/Wimax	2mbps
19	Meru MVI–	Fiber/Wimax	2mbps
20	Voi MVI	Fiber/Wimax	2mbps
21	Ruaraka DTU	Fiber/Wimax	2mbps
22	Nairobi Area MVI	Fiber/Wimax	2mbps
23	Hifadhi House Mombasa Road	Fiber/Wimax	2mbps

Note: The Estimated Quantities are only indicative for purpose of providing bidders with expected volume of business and in determining the lowest Evaluated Bidder per location who will then be

provided with a framework agreement for three (3) years at the indicated net unit prices subject to satisfactory performance.

3. Time schedule and terms

1. The assignment is to be undertaken within a period not exceeding one (1) month from the date of contract/tender award and to ensure that there is continuity from the current service providers.
2. Cost quoted should include monthly subscription including all other costs of equipment involved that may be involved.
3. The ISP will provide Internet Bandwidth to customer premises inclusive of its last mile Access Network to NTSA's countywide offices
4. Prospective bidders may visit our premises for surveys but it is not mandatory

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.

Sect.	MANDATORY DOCUMENT/ REQUIREMENT	Compliance
A	Tender Security of Ksh.50,000.00 valid for 150 days from the tender opening date	YES/NO
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 of the ISP Sales, Network, and Financial experts and Project Manager who will be in charge for the contract implementation, as described above. The ISP shall maintain the level of qualifications required for those three functions throughout the duration of the contract, through appropriate replacements if necessary	
I	Statement of Experience	
J	Self-Declaration Form	
K	Valid Tax Compliance Certificate	
L	CR 12 for Limited Liability companies	
M	Tender Form and the Price Schedules (Financial Proposal)	
N	Three years Audited Accounts....2015,2014,2013	
O	CCK License- Attach a copy	
P	Own gateway – provide evidence	

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>Academic Qualification; Degree2.5 Diploma2 Certificate1.5 None0</p> <p>Experience: 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>Academic Qualification; Degree in relevant IT field3 Diploma in relevant IT field.....1.5</p> <p>Experience: 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 five (5) main current clients of Internet services whose value is not less than Kshs. 5,000,000.00 (attach reference letters from the clients). For each client provided (1 Marks)	5	
6.	Present a Methodology Project plan to include time frames, deliverables, milestones, manpower requirements etc	5	
	TOTAL	30	15

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.

S/NO	TECHNICAL EVALUATION REQUIREMENTS	BIDDER'S RESPONSE	Scores
1	The ISP must have centralized trouble ticketing tool for call logging, monitoring and troubleshooting purpose and the same should be accessed Through a local toll free number.		4
2	The bidder Should have local peering, within Kenya, with multiple ISPs		4
3	The ISP should be able to provide online usage report through web		4
4	A brief description about technical/administrative support team and complaint redress Mechanism should be given. Round the clock complaint registration complaint registration with minimum follow up		4
5	The ISP should have a fully functional Customer Service Centre in Nairobi which is operational 24 Hours.		4
6	A clear organizational escalation matrix should be given		4
7	Bandwidth availability of the link to be established (should have minimum bandwidth of at least 15Mbps available);		4
8	The tenderers should provide a detailed presentation of the proposed connection model for internet and MPLS connections		4
9	Tenderer should provide a draft Service Level Agreement, offering and guaranteeing minimum quality of service at 99.5 % of uptime availability.		4

10	The ISP should have a team to implement /be in charge for the implementation of the contract that has the relevant contract Profiles, knowledge and experience for the successful Implementation of the contract.		4
	TOTAL TECHNICAL		40

NB: Only those bidders who will score 25 marks and above out of the 40 Marks will be evaluated further.

c). Financial Evaluation

Financial score shall be computed using the following formula;

Prices as per the price schedule;

$$FS= 30 \times FM/F$$

Where: FM is the lowest evaluated priced responsive bid per location

F is the price of the bid under consideration for the location

Award shall be per location

d). Overall Tender Evaluation Criteria

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

PRICE SCHEDULE OF SERVICES

Name of Tenderer _____ Tender Number _____ . Page _____ of _____ .

No.	Location	Capacity	Cost per month	Cost of other incidental services e.g set up costs
1	Nairobi Office	50mbps		
2	Mombasa Registration Office	10mbps		
3	Mombasa MVI	10mbps		
4	NTSA HQ-KRA HQ- P2P	10mbps		
5	Likoni MVI	10mbps		
6	Thika MVI	2mbps		
7	Eldoret MVI	2mbps		
8	Machakos MVI	2mbps		
9	Nakuru MVI	2mbps		
10	Embu MVI	2mbps		
11	Nyeri MVI	2mbps		
12	Nyahururu MVI	2mbps		
13	Kakamega MVI	2mbps		
14	Kitale MVI	2mbps		
15	Kisii MVI	2mbps		
16	Kericho MVI	2mbps		
17	Kisumu MVI	2mbps		
18	Garissa MVI	2mbps		
19	Meru MVI-	2mbps		
20	Voi MVI	2mbps		
21	Ruaraka DTU	2mbps		
22	Nairobi Area MVI	2mbps		
23	Hifadhi House Mombasa Road	2mbps		

Signature of tenderer _____ Official Stamp _____

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

Note:

- 1. The Estimated Quantities are only indicative for purpose of providing bidders with expected volume of business and in determining the lowest Evaluated Bidder per location who will then be provided with a framework agreement for three (3) years at the indicated net unit prices subject to satisfactory performance.*
- 2. Internet is only required for Nairobi Head Office whereas the other locations quote for data only.*

SECTION VII - 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.

Part 1 – General																										
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																									
Part 2 (a) – Sole Proprietor																										
2a.1	Your Name in Full Age																									
2a.2	Nationality Country of Origin Citizenship Details																									
Part 2 (b) Partnership																										
2b.1	Given details of Partners as follows:																									
2b.2	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 30%; text-align: center;"><u>Name</u></th> <th style="width: 30%; text-align: center;"><u>Nationality</u></th> <th style="width: 20%; text-align: center;"><u>Citizenship Details</u></th> <th style="width: 10%; text-align: center;"><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																						

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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.
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3.
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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