



National Transport and Safety Authority

BIDDING DOCUMENT

FOR SUPPLY AND DELIVERY E-STICKER PRINTERS, E-STICKER READERS AND E-STICKER PRINTER RIBBONS ON FRAMEWORK CONTRACT

TENDER NO. NTSA/NCB-003/2018-2019

HILL PARK BUILDING
P.O. BOX 3602-00506
NAIROBI, KENYA
Email: procurement@ntsa.go.ke

Date of Notice: 21st August, 2018

Closing Date: 6th September, 2018

TABLE OF CONTENTS

	PAGE
SECTION I	
INVITATION TO TENDER.....	3
SECTION II	
INSTRUCTIONS TO TENDERERS.....	4
Appendix to Instructions to Tenderers	17
SECTION III	
GENERAL CONDITIONS OF CONTRACT.....	19
SECTION IV	
SPECIAL CONDITIONS OF CONTRACT.....	25
SECTION V	
TECHNICAL SPECIFICATIONS.....	27
SECTION VI	
SCHEDULE OF REQUIREMENTS.....	34
SECTION VII	
PRICE SCHEDULE FOR GOODS.....	37
SECTION VIII	
STANDARD FORMS.....	38
8.1 FORM OF TENDER.....	39
8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRES FORMS	40
8.3 TENDER SECURITY FORM.....	43
8.4 CONTRACT FORM.....	44
8.5 PERFORMANCE SECURITY FORM.....	45
8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM.....	46
8.7 MANUFACTURER’S AUTHORIZATION FORM.....	47
8.8 LETTER OF NOTIFICATION.....	48
8.9 ANTI CORRUPTION AFFIDAVIT.....	49

SECTION I

INVITATION TO TENDER

DATE _____

TENDER REF NO. NTSA/NCB -003/2018 - 2019

TENDER NAME Tender for Supply and Delivery E-Sticker Printers, E-Sticker Readers and E-Sticker Printer Ribbons

- 1.1 The National Transport and Safety Authority invites sealed bids from eligible candidates for the **Tender for Supply and Delivery E-Sticker Printers, E-Sticker Readers and E-Sticker Printer Ribbons.**
- 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 **Thursday, 6th September, 2018 at 10:00 A.M**
- 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 **Chui Boardroom on 3rd Floor, Hill Park Building.**

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

DIRECTOR GENERAL

SECTION II - INSTRUCTIONS TO TENDERERS

Table of Clauses

	Page
2.1 Eligible Tenderers.....	5
2.2 Eligible Goods.....	5
2.3 Cost of Tendering.....	5
2.4 Contents of Tender Document.....	6
2.5 Clarification of Documents.....	6
2.6 Amendment of Documents.....	6
2.7 Language of Tender.....	7
2.8 Documents Comprising the tender.....	7
2.9 Tender Forms.....	7
2.10 Tender Prices.....	7
2.11 Tender Currencies.....	8
2.12 Tenderers Eligibility and Qualifications.....	8
2.13 Goods' Eligibility and conformity to Tender Documents.....	8
2.14 Tender Security.....	9
2.15 Validity of Tenders.....	10
2.16 Format and Signing of Tenders.....	10
2.17 Sealing and Marking of Tenders.....	10
2.18 Deadline for Submission of Tender	11
2.19 Modification and Withdrawal of Tenders.....	11
2.20 Opening of Tenders.....	12
2.21 Clarification of Tenders.....	12
2.22 Preliminary Examination.....	12
2.23 Conversion to Single Currency.....	13
2.24 Evaluation and Comparison of Tenders.....	13
2.25 Preference	14
2.26 Contacting the Procuring Entity.....	14
2.27 Award of Contract.....	14
(a) Post qualification.....	14
(b) Award criteria.....	15
(c) Procuring Entity's Right to Vary Quantities.....	15
(d) Procuring entity's Right to Accept or Reject any or all Tenders	15
2.28 Notification of Award.....	15
2.29 Signing of Contract.....	15
2.30 Performance Security.....	16
2.31 Corrupt or Fraudulent Practices.....	16

SECTION II - INSTRUCTIONS TO TENDERERS

2.1

Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The National Transport and Safety Authority's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the National Transport and Safety Authority (NTSA) to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2

Eligible Goods

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

2.3

Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the NTSA, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall not exceed Kshs.1,000.00

All firms found capable of performing the contract satisfactorily in accordance to the set prequalification criteria shall be prequalified.

2.4

The Tender Document

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

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

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

2.5

Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. 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 prospective tenderers that have received the tender document.

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

2.6

Amendment of Documents

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

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the

NTSA, at its discretion, may extend the deadline for the submission of tenders.

2.7

Language of Tender

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

2.8

Documents Comprising of Tender

- 2.8.1 The tender prepared by the tenderers shall comprise the following components:
- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below;
 - (b) documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - (c) documentary evidence established in accordance with paragraph 2.2.1 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
 - (d) tender security furnished in accordance with paragraph 2.14

2.9

Tender Forms

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

2.10

Tender Prices

- 2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract.
- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the NTSA.
- 2.10.3 Prices quoted by the tender shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.10.4 The validity period of the tender shall be 120 days from the date of opening of the tender.

2.11 Tender Currencies

2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

2.12 Tenderers Eligibility and Qualifications

2.12.1 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 its tender is accepted.

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

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Authority's satisfaction;

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

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

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

2.13 Goods Eligibility and Conformity to Tender Documents

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

(a) a detailed description of the essential technical and performance characteristic of the goods;

(b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing

functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Authority; and

- (c) a clause-by-clause commentary on the Authority's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14

Tender Security

- 2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.
- 2.14.2 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.
- 2.14.3 The tender security is required to protect the Authority against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.8.
- 2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Authority and valid for thirty (30) days beyond the validity of the tender.
- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Authority as non responsive, pursuant to paragraph 2.22.
- 2.14.6 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 prescribed by the Authority.
- 2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28.
- 2.14.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by the Authority on the Tender Form; or
- (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.27;
 - or
 - (ii) to furnish performance security in accordance with paragraph 2.28.

2.15 Validity of Tenders

- 2.15.1 Tenders shall remain valid for 120 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the Authority pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Authority as non responsive.
- 2.15.2 In exceptional circumstances, the Authority may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

- 2.16.1 The bidder shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for an amended printed literature, shall be initialed by the person or persons signing the tender.
- 2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.17 Sealing and Marking of Tenders

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

- (a) be addressed to the Authority at the address given in the Invitation to Tender:
 - (b) bear, tender number and name in the Invitation for Tenders and the words, **“DO NOT OPEN BEFORE Thursday, 6th September, 2018”**
- 2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.
- 2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Authority will assume no responsibility for the tender’s misplacement or premature opening.

Deadline for Submission of Tenders

2.18

- 2.18.1 Tenders must be received by the Authority at the address specified under paragraph 2.17.2 no later than **Thursday, 6th September, 2018 at 10:00a.m’**
- 2.18.2 The Authority may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Authority and candidates previously subject to the deadline will therefore be subject to the deadline as extended.

2.19

Modification and Withdrawal of Tenders

- 2.19.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Authority prior to the deadline prescribed for submission of tenders.
- 2.19.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.19.3 No tender may be modified after the deadline for submission of tenders.
- 2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.14.8
- 2.19.5 The Authority may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.6 The Authority 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.

2.20

Opening of Tenders

- 2.20.1 The Authority will open all tenders in the presence of tenderers' representatives who choose to attend, at **10:00 AM** on "**Thursday, 6th September, 2018**" the location specified in the Invitation to Tender.
- The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Authority, at its discretion, may consider appropriate, will be announced at the opening.
- 2.20.3 The Authority will prepare minutes of the tender opening.

2.21

Clarification of Tenders

- 2.21.1 To assist in the examination, evaluation and comparison of tenders the Authority may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.21.2 Any effort by the tenderer to influence the Authority in the Authority's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22

Preliminary Examination

- 2.22.1 The Authority will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail
- 2.22.3 The Authority may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Authority will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Authority determination of a tender's responsiveness is to be based on the contents of the

tender itself without recourse to extrinsic evidence.

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

2.23 Conversion to Single Currency

- 2.23.1 Where other currencies are used, the Authority will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

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

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

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

- 2.24.4 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.

- 2.24.5 The 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 2.22.4 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.

- 2.24.6 Pursuant to paragraph 2.23 the following evaluation methods will be applied:

(a) ***Operational Plan***

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

(b) ***Deviation in Payment Schedule***

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

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

- 2.24.8 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.

2.25 Preference

2.25.1 National Transport and Safety Authority will allow margin of preference of 10% for locally manufactured goods or goods supplied by Youths, SMEs, People with disabilities or women registered under the Public Procurement and Disposal (Preference and Reservation) (Amendments) Regulations 2013.

2.26 Contacting the National Transport and Safety Authority

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

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

2.27 Award of Contract

(a) Post-qualification

2.27.1 In the absence of pre-qualification, the Authority 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.

2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Authority deems necessary and appropriate.

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

(b) Award Criteria

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

(c) NTSA's Right to Vary Quantities

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

(d) NTSA'S Right to Accept or Reject Any or All Tenders

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

2.28 Notification of Award

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

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

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Authority will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14.

2.29 Signing of Contract

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

2.29.2 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.

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

2.30 Performance Security

2.30.1 Within Thirty (30) days of the receipt of notification of award from the Authority, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Authority.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute

sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Authority may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31

Corrupt or Fraudulent Practices

- 2.31.1 The Authority requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;
- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the National Transport and Safety Authority, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the National Transport and Safety Authority of the benefits of free and open competition;
- 2.31.2 The National Transport and Safety Authority will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.31.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to Instructions to Tenderers

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1	The tender is open to all eligible suppliers or dealers. The suppliers are supposed to have appropriate and valid business registration. Declaration of No Conflict of Interest is incorporated in the Confidential Business Questionnaire.
2.2	All Countries are eligible sources except those under United Nations sanctions.
2.3	The bid document shall be charged Kshs.1,000.00 . However, bidders may download the bid document from the National Transport and Safety Authority website at http://www.ntsaa.go.ke or http://supplier.treasury.go.ke free of charge but they must forward their particulars immediately to procurement@ntsaa.go.ke for record and communication of any clarifications or addenda.
2.10	Tender Validity Period is 120 days from the Closing date of the tender Tender prices are to be quoted in Kenya Shillings Only
2.13	The clause-by-clause commentary of the technical specifications is given on pages 26
2.14	The tender security shall be denominated in Kenya Shillings and shall be in the form of a Bank Guarantee, The amount of tender security required is Kenya Shillings Fifty thousand Only (Kshs.100, 000.00) or the equivalent in freely convertible currency. The tender security must be valid for 150 days the Closing date of the tender
2.16	The bidder must provide an appropriate written power of attorney establishing the authorization of the signatory to the tender documents to bind the bidder.
2.17	This tender is based on the one-envelope bid system. The bidder must submit a bid which has a combined technical and financial proposal in one envelope. Bids must be submitted in TWO copies.
2.18	Time, date, and place for bid opening are: 10.00 hours, local time, on Thursday, 6th September, 2018, Place: Chui Boardroom on 3rd Floor, Hill Park Building. City: Nairobi , Country: Kenya .
2.20	Opening of the bids will be done in public immediately after of closing the tender.
2.31	Anti-corruption Affidavit is provided along with the Bidding documents The authority will require a supplier of goods and/or services to swear an affidavit to the effect they will not have offered or been requested to pay an inducement to a member of the Board, Management and/or Staff of the Authority to influence the outcome of the bid.

SECTION III: GENERAL CONDITIONS OF CONTRACT

Table of Clauses

3.1	Definitions.....	20
3.2	Application.....	20
3.3	Country of Origin.....	20
3.4	Standards.....	20
3.5	Use of Contract Documents and Information.....	20
3.6	Patent Rights.....	21
3.7	Performance Security.....	21
3.8	Inspection and Tests.....	21
3.9	Packing.....	22
3.10	Delivery and Documents.....	22
3.11	Insurance.....	22
3.12	Payment.....	22
3.13	Price.....	22
3.14	Assignments.....	22
3.15	Sub contracts.....	23
3.16	Termination for Default.....	23
3.17	Liquidated Damages.....	23
3.18	Resolution of Disputes.....	23
3.19	Language and law.....	23
3.20	Force Majeure.....	24
3.21	Notices.....	24

SECTION III -GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” means National Transport and Safety Authority (NTSA), the organization purchasing the Goods under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.
- (f) “GCC” means the General Conditions of Contract
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Authority for the procurement installation and commissioning of equipment

3.3 Country of Origin

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

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

3.4 Standards

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

3.5 Use of Contract Documents and Information

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

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

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

3.6 Patent Rights

The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Authority's country.

3.7 Performance Security

- 3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.
- 3.7.2 The proceeds of the performance security shall be payable to the Authority as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Authority and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Authority, in the form provided in the tender documents.
- 3.7.4 The performance security will be discharged by the Authority and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract.

3.8 Inspection and Tests

- 3.8.1 The Authority or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Authority shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Authority.
- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alternations necessary to make specification requirements free of costs to the Authority.
- 3.8.4 The Authority's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

- 3.9 Packing**
- 3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract.
- 3.10 Delivery and Documents**
- 3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract.
- 3.11 Insurance**
- 3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.
- 3.12 Payment**
- 3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract.
- 3.12.2 Payments shall be made promptly by the NTSA as specified in the contract.
- 3.13 Prices**
- 3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.
- 3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 3.13.4 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.
- 3.14 Assignment**
- 3.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Authority's prior written consent.
- 3.15 Subcontracts**
- 3.15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract.
- 3.16 Termination for Default**
- 3.16.1 The Authority may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

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

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

3.17 Liquidated Damages

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

3.18 Resolution of Disputes

3.18.1 The Authority and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

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

3.19 Language and Law

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

3.20 Force Majeure

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

3.20 Notices

3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other by post, Fax or Email and confirmed in writing to the other party's address specified in 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 shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.
- 4.2. Special conditions of contract as relates to the GCC.

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7	The performance bond must be issued in the form of a bank guarantee. The bank guarantee must be valid in Kenya and be at least 5% of the contract value.
3.8	<p>Pre-shipment Inspection It is a requirement that the goods shall inspected before shipment at the supplier’s cost. Inspection of the goods before signing of the delivery notes will also be done by the recipient of the goods, at the point of delivery.</p>
3.9	<p>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.</p>
3.10	<p>Delivery Tender for Supply and Delivery E-Sticker Printers, E-Sticker Readers and E-Sticker Printer Ribbons must be delivered at our Headquarters, Hill Park Building or any other place specified in the Local service order within the period indicated by the successful bidder(s) from the date of receiving the Local Service Order (LPO). The goods will be ordered and delivered on need basis during the contact period.</p>
3.12	<p>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.</p>
3.13	<p>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. All prices quoted by the tenderers must be inclusive of all taxes, discounts and delivery costs to Hill Park Building, Nairobi, Kenya</p>
3.17	<p>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 twenty (20) days. No deliveries shall be accepted after the twentieth 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.</p>

3.18 **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 - TECHNICAL SPECIFICATIONS

5.1 General

This tender covers the Supply and delivery of E- sticker Printers and E-sticker Readers and E-Sticker printer Ribbons for the period of one (1) Year beginning **August, 2018 to July 2019**. This is a framework contract and goods will be ordered on need basis.

5.1.1 These specifications describe the requirements for goods/services.

Tenderers **MUST** submit with their bids the detailed specifications, Product Brochures

5.1.2 Tenderers must indicate on the specifications sheets whether the goods offered comply with each specified requirement.

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

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

- (i) Shortest possible delivery period of each product
- (ii) Information on proper representative including their names and addresses

5.2 Particulars

This tender covers the Supply and Delivery of E-sticker Printers and E-sticker Readers and E-Sticker Printer Ribbons.

Specifications for the Supply and delivery of the E-sticker printers and E- sticker Readers and E-Sticker Printer Ribbons are provided on page 37.

Table 1 gives the minimum technical specifications for the items to be supplied. The Tenderer is required to provide the clause-by-clause response to the specifications and indicate clearly how the offered item(s) meets the specifications.

Responses such as “will comply” or “yes” or “ticking” will be considered non-responsive.

5.3 Warranty

Successful Bidder shall ensure that the products have a manufacturer’s written warranty for at least one (1) year 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.

a)

PRINTER SPECIFICATIONS – ZEBRA ZT410

S/NO.	ITEM DESCRIPTION	Bidders Response
1.	Resolution - 203 dpi/8 dots per mm 300 dpi/12 - Zebra ZT410	
2.	Memory - 256 MB SDRAM memory 512 MB on-board linear Flash memory	
3.	Maximum Print Width - 4.09"/104 mm	
4.	Maximum Print Speed - 14 IPS/356 mm per second	
5.	Media Sensors - Dual media sensors: Trans missive and reflective	
6.	Print Length - 203 dpi: 157"/3988 mm	
7.	Rugged	
8.	Maximum Media Width - a. 1.00"/25.4 mm to 4.5"/114 mm tear/cutter b. 1.00"/25.4 mm to 4.25"/108 mm peel/rewind	
9.	RFID	
	<ul style="list-style-type: none"> Supports tags compatible with: UHF EPC Gen 2 V2, ISO/IEC 18000-63 and RAIN RFID protocols 	
	<ul style="list-style-type: none"> Integrated RFID system is user-upgradable in the field and available on both 4" and 6" models 	
	<ul style="list-style-type: none"> Adaptive Encoding Technology automatically selects optimum encode settings. 	
	<ul style="list-style-type: none"> Automatically eliminate complex RFID placement guidelines with adaptive encoding technology. 	
	<ul style="list-style-type: none"> Variable inlay placement supports a range of inlay positions for maximum media flexibility. 	
	<ul style="list-style-type: none"> Track performance with RFID job-monitoring tools 	
	<ul style="list-style-type: none"> Support for industry standard multi-vendor chip based serialization (MCS) 	
	<ul style="list-style-type: none"> Integrated RFID reader/encoder 	
10.	Length 19.50"/495 mm	
11.	Width 10.6"/269 mm	
12.	Height 12.75"/324 mm	
13.	Weight 36 lbs./16.33kg	
14.	Environmental Operating Temperature:	
	Thermal transfer = 40°F to 104°F/5°C to 40°C	

	Direct thermal = 32°F to 104°F/0°C to 40°	
15.	Electrical- Auto-detectable (PFC Compliant) 100-240VAC, 50-60Hz, rated at 100 Watts.	
16.	Media Handling	
	<ul style="list-style-type: none"> • Rewind: Internally rewinds a full roll of printed labels on 3" core, or peels and rewinds liner Factory installed 	
	<ul style="list-style-type: none"> • Peel: Front-mount, passive peel option 	
	<ul style="list-style-type: none"> • Peel: Liner take-up option 	
	<ul style="list-style-type: none"> • Additional full-roll liner take-up spindle accommodates standard printer base. 	
	<ul style="list-style-type: none"> • Cutter: Front-mount guillotine cutter and catch tray 	
	<ul style="list-style-type: none"> • 1" I.D. Core media supply hanger 	
	<ul style="list-style-type: none"> • Ink-side in ribbon supply spindle 	
17.	Construction- Metal frame and bi-fold metal media cover with enlarged clear viewing window	
18.	Side-loading supplies path for simplified media and ribbon loading	
19.	Thin film print head with E3"Element Energy" Equalizer for superior print quality	
20.	Communications: USB 2.0, high-speed, RS-232 Serial, 10/100 Ethernet, Bluetooth 2.1, USB Host	
21.	Back-lit, multiline graphic LCD display with intuitive menu and easy-to-use keypad for quick operation	
22.	Bi-colored status LEDs for quick printer status	
23.	Print Method - Thermal Transfer and direct thermal printing	
24.	OPERATING SYSTEM: Windows 10, Windows 7, Windows Server 2016, Windows 8.1, Windows Server 2012, Windows 2008, Windows Vista.	
25.	3 Year Warranty	

b) RFID HANDHELD GUN SCANNER ZEBRA RFD8500– READER/WRITER SPECIFICATIONS

S/NO	Item Description	Bidders Response
1	Flexible connectivity options: Bluetooth® or Batch Mode	
2	Multi-OS and multi-platform	
3	Fast RFID tag capture in various environments	
4	High performance battery for full shift operation	
5	Easy to deploy: attach and remove in seconds with standard Quad Lock mounts and custom-tailored adapters	
6	Power – Power Precision Li-Ion batteries, 4410 Ma	
7	Configurations - RFID with SE4710 Imager	
8	Notification - LED and audible tone	
9	User Input - Trigger, 3 push button switch	
10	Read/write Standards Supported -EPC Class 1 Gen 2; EPC Gen2 V2	
11	Fastest Read Rate - 600+ tags/sec	
12	Nominal Read Range - 20+ ft./ 6+ m	
13	Drop Specification - Multiple 4 ft./1.2 m drops to concrete (0° to 40° C)	
14	Operating Temp. -10°C to 40°C / 14°F to 104°F	
15	Charging Temp. 0°C to 40°C / 14°F to 104°F	
16	Sealing - IP52	
17	Communication Bluetooth - Class 2 Version 2.1 or higher	
18	Devices support - Android 4.4 or iOS 8 OS or higher	
19	External Interface – Micro USB Connector and Charging Cradle based charging	
20	Other Accessories - Adapter mounts for Enterprise Mobiles; Quad lock adapter for variety of smart phones; Android Smart Phone	
21	Warranty – 3Years	

c) E-Sticker Printer Ribbons

No.	Description	Quantity	Delivery schedule [shipment] in Weeks/ months from issuance of the Order	Bidders Response
1	Supply and Delivery E-Sticker Printer Ribbons (Bidders are advised to view sample from the Procurement office)	Various	<ul style="list-style-type: none"> • Supply on need basis for a period 12 months from the date of contract execution • Supply of goods shall be within 2 weeks from the date of the Local Purchase Order • Bidders will commit to replace defective items within warranty period. 	

NB.

PLEASE NOTE THAT TECHNICAL SPECIFICATIONS ARE MANDATORY. BIDDERS MUST RESPOND TO ALL TECHNICAL INDICATED ABOVE.

EVALUATION CRITERIA

The evaluation exercise will be conducted in the following three (3) stages.

- Preliminary Evaluation (**Mandatory**)
- Technical Evaluation – 100% (pass mark is 70%)
- Financial Evaluation – lowest evaluated bidder

Preliminary Evaluation Criteria (MANDATORY)

Bidders who fail to present any of the below documents will be considered NON-RESPONSIVE and disqualified at this stage.

No.	Requirements	Yes/No
1.	Original copy of Tender security of KES. 100,000.00 from a Bank registered in Kenya and it should be valid for 150 days from the date of opening of the tender.	
2.	Certificate of Incorporation/Registration	
3.	Copy of valid Tax compliance certificate	
4.	Completed form of Tender	
5.	Duly filled Confidential Business questionnaire	
6.	Provide evidence of financial capacity to service the contract (six (6) months certified bank statements with an average turnover of at least Ksh.1,000,000.00 per month)	
7.	Provide evidence of at least five (5) clients where you have similar/equivalent products in the last five (5) years, the evidence should be in form of Copies of contracts or Local Purchase Orders (Recommendation letters will not be considered)	
8.	Manufacturer's Authorization for the proposed products	
9.	Current CR 12 (recent 12 Months)for Limited companies only	
10.	Valid single business permit	
11.	Submit a signed declaration statement that you will not engage in any corrupt or fraudulent practice and that you are not debarred from participating in procurement proceedings.	
14	Power of Attorney	
15	Copies of the immediate last Three years audited accounts 2017, 2016 and 2015	
16	Three (3) warranty for the proposed products	
17	Provide Brochures for the proposed products	
	REMARKS	

Technical Evaluation Criteria

A bidder shall qualify to proceed to financial evaluation stage if the bidder satisfies all the mandatory requirements and attains 70% in the technical evaluation.

No.	Description of Criteria	Max Score	Attained Score	Requirement	Confirm submission Yes/No
1	Company Profile Suitability of the Firm cumulative years of experience in Supply and Delivery of similar/related products <ul style="list-style-type: none"> i. Above 5 years (20 marks) ii. Between 2-4 years (15 marks) iii. Below 2 years (10 marks) 	20		Avail a copy of certificate of registration Submit signed contracts/LSO's for the respective years	
2	References Provide at least Five (5) contracts supply and delivery of similar or related products in the last five years (10 mks per contract)	50		Attach copies of contracts/LPOs	
3	Technical people Submit evidence of at least 3 employees or technical people who have clear knowledge of the proposed products. (10 mks for each)	30		Attach evidence of their terms of engagements, payslip/contract/copy of ID card and last two months payrolls for permanently/fixed contract employed cleaners	
GRAND TOTAL		100			

NB

1. Bidders scoring below 70% in technical evaluation shall be declared technically non responsive and thus disqualified from further analysis.
2. Bidders scoring 70% and above shall be declared technically responsive and qualify for financial evaluation
3. Any inconsistencies noted in any of the above requirements shall lead to automatic disqualification. Note that bidders may be required to produce original certificates during post qualification due diligence
4. The procuring entity reserves the right to carry out independent investigations to verify

the accuracy of information provided.

SECTION VII - PRICE SCHEDULE FOR GOODS

Name of tenderer _____

Tender Number _____

No.	Item	Quantity	Unit Cost	Total price inclusive of taxes
1	Supply and Delivery of e-Sticker Printers	13		
2	Supply and Delivery of e-Sticker Readers	26		
3	Supply and Delivery of e-Sticker Printer Ribbons	100		

Note: The lowest Evaluated Bidder will be provided with a framework contract for one (1) year at the indicated net unit prices.

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 *Anti Corruption Affidavit* This form will be completed by the bidder's authorized representative and it must be sworn before a commissioner of oaths or equivalent according to applicable laws in the country of the bidder.

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: 30%; 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																						
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.

Empty rectangular box at the top of the page.

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.

8.3 TENDER SECURITY FORM

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

THE CONDITIONS of this obligation are:-

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

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

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

[signature of the bank]
(Amend accordingly if provided by Insurance Company)

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
IN THE MATTER OF OATHS AND STATUTORY
DECLARATION ACT CHAPTER 15 OF THE LAWS OF
KENYA
AND
IN THE MATTER OF THE PUBLIC PROCUREMENT
AND ASSET DISPOSAL ACT, NO. 3 OF 2015.

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

1. **THAT** I am the Chief Executive/Managing
Director/Principal Officer /Director of
..... (Name of the Candidate)
which is a Candidate in respect of Tender Number
..... to supply goods, render services
and/or carry out works for National Transport and Safety
Authority and duly authorized and competent to make this
Affidavit.

2. **THAT** the aforesaid Candidate has not been requested to
pay any inducement to any member of the Board,
Management, Staff and/or employees and/or agents of

National Transport and Safety Authority, which is the procuring entity.

3. **THAT** the aforesaid Candidate, its servants and/or agents have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of National Transport and Safety Authority.

4. **THAT** what is deponed to hereinabove is true to the best of my knowledge information and belief.

SWORN at by the said }

..... }

Name of Chief Executive/Managing Director/ }

Principal Officer/Director }

on this day of 20... }

} _____
}

DEPONENT

Before me }

}

}

}

}

Commissioner for Oaths }