



**National Transport
and Safety Authority**

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

OPEN TENDER BIDDING DOCUMENT

FOR

**SUPPLY AND DELIVERY OF DESK TOP COMPUTERS, LAPTOPS,
TELEPHONE SETS, IPADS AND ACCESSORIES (ONE YEAR FRAMED
WORK CONTRACT)**

TENDER NO.NTSA/NCB ~ 007/2017-2018

JANUARY, 2018

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SECTION I -INVITATION TO TENDER-DIRECT PROCUREMENT

Date 23rd January, 2018

TENDER REF NO. NTSA/NCB - 007/2017-2018

TENDER NAME Tender for Supply and Delivery of Desk top Computers, Laptops, Telephone Sets, I-pads and Accessories- Framework Contract

The National Transport and Safety Authority invites sealed bids from eligible candidates for the **Tender for Supply and Delivery of Desk top Computers, Laptops, Telephone sets, I-pads and Accessories- Framework Contract**

Interested eligible candidates may obtain further information from and inspect the tender documents at the **National Transport and Safety Authority, Procurement Office, Hill Park Building 3rd Floor** during normal working hours.

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.ntsaa.go.ke> or <http://supplier.treasury.go.ke> free of charge.

Completed tender documents are to be enclosed in plain sealed envelopes marked with the tender number and be deposited in the tender box provided at the ground floor reception, **Hill Park Plaza, Upper Hill Road** and be addressed to:

**DIRECTOR GENERAL.
NATIONAL TRANSPORT AND SAFETY AUTHORITY.
HILL PARK PLAZA, UPPER HILL ROAD
P.O. BOX. 3602 - 00506
NAIROBI.**

so as to be received on or before **Wednesday, 14th February, 2018 at 10.00 am.**

Bidders Must ensure that the bid submitted is serialized from the first to the last page including any attachments

Prices quoted should be net inclusive of all taxes and delivery costs, and must be in Kenya Shillings and shall remain valid for one hundred and twenty (**120 days**) from the closing date of the tender.

Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at the **4th Floor conference room, Hill Park Building.**

DIRECTOR GENERAL

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SECTION II - INSTRUCTIONS TO TENDERER

2.1 Eligible Tenderer

- 2.1.1 This Invitation is to the Bidder addressed herein above pursuant to section 103 (2) (d) of the Public Procurement and Asset Disposal Act, 2015. The tenderer shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The National Transport and Safety Authority employees, committee members, board members and their relative(s) (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderer 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 Tender.
- 2.1.4 Tenderer shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods/Solutions

- 2.2.1 All goods/solutions 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/solutions are mined, grown, or produced. Goods/solutions 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/solutions 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 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/=.

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 Tenderer

- (i) Invitation to Tender
- (ii) Instructions to Tenderer
- (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) Sworn 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 Tenderer 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 by email 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 Tender, prescribed by the procuring entity. Written copies of NTSA's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Tenderer that have received the tender document.

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 Tender, 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 The prospective Candidate that have received the tender documents will be notified of the amendment in writing by email and will be binding on them.

2.6.3 In order to allow prospective Tenderer reasonable time in which to take the amendment into account in preparing their Tender, NTSA, at its discretion, may extend the deadline for the submission of Tender.

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 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 Tenderer 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 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 a freely internationally convertible currency unless otherwise specified in the Appendix to Instructions to Tenderer.

2.12 Tenderer Eligibility and Qualifications

- 2.12.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the Tenderer eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.12.2 The documentary evidence of the Tenderer eligibility to tender shall establish to NTSA'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 Tenderer qualifications to perform the contract if its tender is accepted shall be established to NTSA'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/Solutions 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/solutions shall consist of a statement in the Price Schedule of the country of origin of the goods, solutions 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/solutions;
 - (b) a list giving full particulars, including available source and current prices of solution components, special tools, etc., necessary for the proper and continuous functioning of the solution and system following commissioning of the system by NTSA; and
 - (c) A clause-by-clause detailed response to NTSA's Technical Specifications demonstrating substantial responsiveness of the goods/solution and services 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 Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

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 Procuring entity 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 Procuring entity 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 Procuring entity.

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 procuring entity on the Tender Form; or

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

(i) to sign the contract in accordance with paragraph 2.27

or

(ii) to furnish performance security in accordance with paragraph 2.28

2.15

Validity of Tender

- 2.15.1 Tender shall remain valid for 120 days or as specified in the Invitation to Tender after the 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 non-responsive.
- 2.15.2 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 2.14 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 will prepare three copies of the tender, clearly marking each "ORIGINAL TENDER", and "COPY OF TENDER," In the event of any discrepancy between them, the original shall govern. The technical and financial proposals should be prepared separate from each other and placed in separate sealed envelopes and placed in an outer envelope.
- 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. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons authorized to sign 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 Tender

- 2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL", "COPY" The envelopes shall then be sealed.
- 2.17.2 All the 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 for Tender and the words, "**DO NOT OPEN BEFORE Wednesday, 14th February, 2018 10.00 A.M.**"
- 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, NTSA will assume no responsibility for the tender's misplacement or premature opening.

Deadline for Submission of Tender

2.18

- 2.18.1 Tender must be received by NTSA at the address specified under paragraph 2.17.2 not later than **Wednesday, 14th February, 2018 10.00 A.M**

- 2.18.2 NTSA may, at its discretion, extend this deadline for the submission of Tender by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of NTSA and Candidate previously subject to the deadline will therefore be subject to the deadline as extended

2.19

Modification and Withdrawal of Tender

- 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 Tender, is received by NTSA prior to the deadline prescribed for submission of Tender.
- 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 email but followed by a signed confirmation copy, postmarked no later than the deadline for submission of Tender.
- 2.19.3 No tender may be modified after the deadline for submission of Tender.
- 2.19.4 No tender may be withdrawn in the interval between the deadline for submission of Tender 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 2.14.7.
- 2.19.5 NTSA may at any time terminate the tender process before contract award and shall not be liable to any person for the termination.
- 2.19.6 NTSA shall give prompt notice of the termination to the Tenderer and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.20

Opening of Tender

- 2.20.1 NTSA will open Tender in the presence of Tenderer' representatives who choose to attend, at **10:00AM** local time on **Wednesday, 14th February, 2018 at 10.00 A.M**" and in the location specified in the Invitation to Tender.
- The Tenderer' representatives who are present shall sign a register evidencing their attendance.
- 2.20.2 The Tenderer' names, tender modifications or withdrawals, 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.
- 2.20.3 NTSA will prepare minutes of the tender opening.

2.21

Clarification of Tender

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

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

2.22 Preliminary Examination

- 2.22.1 NTSA will examine the Tender 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 Tender 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 quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail
- 2.22.3 NTSA may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 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's 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 NTSA 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, NTSA will convert these currencies to US dollars using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tender

- 2.24.1 NTSA will evaluate and compare the Tender 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.

2.25 Preference

- 2.25.1 National Transport and Safety Authority does not allow any margin of preference.

2.26 Contacting the National Transport and Safety Authority

- 2.26.1 Subject to paragraph 2.21 no tenderer shall contact NTSA 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 NTSA 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, 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.
- 2.27.2 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 Tenderer qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as NTSA 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 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

- 2.27.4 NTSA 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 of Solution components

- 2.27.5 NTSA reserves the right at the time of contract award to increase or decrease the quantity of goods or solution components 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 Tender

- 2.27.6 NTSA reserves the right to accept or reject any tender, and to annul the tendering process and reject all Tender at any time prior to contract award, without thereby incurring any liability to the affected tenderer or Tenderer or any obligation to inform the affected tenderer or Tenderer of the grounds for NTSA's action.

2.28

Notification of Award

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

- 2.28.2 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, NTSA 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 NTSA notifies the successful tenderer that its tender has been accepted, NTSA 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 NTSA.

2.30 Performance Security

- 2.30.1 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.
- 2.30.2 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 NTSA may make the award to the next lowest evaluated Candidate or call for new Tender.

2.31 Corrupt or Fraudulent Practices

- 2.31.1 NTSA requires that Tenderer observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, and the following terms are defined as indicated;
 - (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 Tenderer

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

Instruction to tenderer	Particulars of appendix to instructions to Tenderer
2.1	The tender is open to all suppliers or dealers of Computer Equipment the Suppliers are supposed to have appropriate Manufacturers Authorization and valid business registration.
2.11	Bidders are required to quote in Kenya Shillings
2.12	The tenderer shall furnish, as part of its tender, documents establishing the Tenderer eligibility to tender and its qualifications to perform the contract if its tender is accepted
2.14	Tender security will be KES.100,000.00 in form of Bank guarantee valid for 150 days from the date of opening.
2.15	Validity of Tender shall be 120 days from the date of tender submission date of Wednesday, 14th February, 2018.
2.16	Original and copy of bid document is required
2.20	NTSA will open Tenders in the presence of Tenderer' representatives who choose to attend, at 10:00AM local time on Wednesday, 14th February, 2018 at 10.00 A.M' and in the location specified in the Invitation to Tender
2.30	Performance security is required for this tender- 10% of the tender sum.

SECTION III: GENERAL CONDITIONS OF CONTRACT

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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/Solutions” 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.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by NTSA for the procurement, installation and commissioning of solution.

3.3 Country of Origin

3.3.1 For purposes of this clause, “Origin” means the place where the Goods, solutions and services 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/solutions 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 NTSA’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 NTSA 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 NTSA'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 NTSA on completion of the Tenderer's performance under the Contract if so required by NTSA.

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/solutions or any part thereof in NTSA'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 NTSA 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 NTSA 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 NTSA, in the form provided in the tender documents.
- 3.7.4 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 obligations under the Contract, including any warranty obligations, under the Contract.

3.8 Inspection and Tests

- 3.8.1 NTSA or its representative shall have the right to inspect and/or to test the goods/solution 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.
- 3.8.2 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'/Solution 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 NTSA.

- 3.8.3 Should any inspected or tested goods/solutions 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 NTSA.
- 3.8.4 NTSA's right to inspect, test and where necessary, reject the goods/solutions after the Goods' or solution's 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/solutions 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/solutions 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/solutions 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 NTSA as specified in the contract.

3.13 Prices

- 3.13.1 Prices charged by the tenderer for goods and/or solutions 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 NTSA'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 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 deliver any or all of the goods/solutions within the periods 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.
- 3.16.2 In the event NTSA terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods/solutions.

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 NTSA 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 it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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

4.3 Special conditions of contract with reference to the general conditions of contract.

1. Standards (GCC 3.3)

- (i) No tender document will be accepted after the official closing time as specified on the advertisement and tender documents.
- (ii) Tenderer' are required to indicate the after sales service
- (iii) The proposal submitted will be evaluated by the NTSA Tender Evaluation Committee with reference to the tender specifications.

iv) The award will be based on the grand summary times the applicable number of contract months

2. Use of contract documents and information (GCC 3.5)

Tenderer should note that no substitution, alteration, change of format or modification to the standard tender documents is allowed. Tenderer are only allowed to add any other relevant additional to the documents. Any tenderer who doesn't adhere to this condition will automatically be disqualified.

3. Performance Security (GCC 3.6)

Performance Security is **NOT** a requirement for this tender.

4. Inspection and Tests (GCC 3.7)

The equipment will be tested prior to receipt by NTSA inspection and acceptance Committee.

5 Payment (GCC 3.8)

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.

6 Prices (GCC 3.9)

- (i) Prices must remain firm and fixed for a period of at least 120 days (4) Months
- (ii) Prices must remain valid for 120 days after closing of tender
- (iii) Prices quoted must be inclusive of all Government taxes and delivery charges to NTSA.
- (iv) Price quoted must be as the schedule of requirements "Unit of issue"
- (v) Price of the Equipment should be inclusive of Software.

8. Liquidated damages (GCC 3.10)

If the tenderer fails to deliver the items/services within the period specified in the contract, NTSA shall without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of delivered price of the delayed items up to a maximum deduction of 10% the delayed goods.

I/we hereby certify that I/we have read the special conditions of contract (Section IV), confirm that I/we have understood and I/we shall abide by them.

Tenderer Name.....

Date.....

Signature.....

Official Rubber Stamp...

TECHNICAL SPECIFICATION OF EQUIPMENT

DESKTOP COMPUTERS

No.	Requirement	Bidder Response Yes/No
1	Intel® Core™ i5-7500 Processor (3.4 GHz, up to 3.8 GHz w/Turbo Boost, 6 MB cache, 4 cores,	
2	Intel HD Graphics 630	
3	8GB RAM, 1600MHz, DDR3 Memory	
4	1TB 7200 rpm Hard Drive	
5	Windows 10 Professional 64-bit	
6	Monitor 17"	
7	Intel® HD Graphics Video Card	
8	Tray load DVD Drive (Reads and Writes to DVD/CD), Optical Drive	
9	1 year limited hardware warranty Support	
10	Ports -Front 2 USB 2.0, Rear 4 USB 2.0, 2 USB 3.0, HDMI, VGA, 45 - RJ (10/100/1000 Ethernet), Slots Micro Card Reader 8:1, Integrated 8-in-1 Media Card Reader, 2 DIMM Slots	
11	Bluetooth BT 4.0 via 1705 WLAN card	
12	Chipset Intel® H81 PCH	
13	Form Factor Minitower Desktop,	
14	Wireless DW 1705 802.11bgn + Bluetooth 4.0, 2.4 GHz, 1x1,	
15	Keyboard branded Wired Keyboard	
16	Standard Wired Mouse branded USB 3-Button Optical Mouse	

LAPTOPS (4)

No.	Requirement	Bidder Response Yes/No
1	Intel Core i5-7200U	
2	Intel HD Graphics 620	
3	DDR4 8GB Memory	
4	1 TB (5400 rpm) hard drive	
5	Windows 10 Professional 64-bit	
6	Monitor 15”	
7	Realtek 802.11b/g/n (1 x 1) and Bluetooth 4.0 combo, Realtek RTL8111HSH (10/100/1000), (2) stereo speakers	
8	Integrated microphone (dual-microphone array when equipped with optional webcam), Headphone/microphone combo jac,	
9	HD camera 720p	
10	Premium keyboard, Spill-resistant, Separate numeric keypad, Backlit (optional)	
11	Touchpad, Clickpad	
12	1 USB 3.0, 2 USB 2.0, 1 USB Type-C, 1HDMI,1Headphone/microphone combo,	
13	1 AC power, 1RJ-45 Ethernet, 1 VGA, Multimedia reader SD, SDHC, SDXC supported,	
14	65 W smart AC adapter power supply,	
15	Battery HP 3-cell, Long Life 48 Whr Li-ion,	
16	Battery life Solid state drive: Up to 14 hrs and 15 mins	
17	1 year limited hardware warranty Support	
18	Branded wireless mouse, include laptop bag	

LAPTOPS

No.	Requirement	Bidder Response Yes/No
1	Intel Core i5-7200U	
2	Intel HD Graphics 620	
3	DDR4 8GB Memory	
4	1 TB (5400 rpm) hard drive	
5	Windows 10 Professional 64-bit	
6	Monitor 14”	
7	Realtek 802.11b/g/n (1 x 1) and Bluetooth 4.0 combo, Realtek RTL8111HSH (10/100/1000), (2) stereo speakers	
8	Integrated microphone (dual-microphone array when equipped with optional webcam), Headphone/microphone combo jac,	
9	HD camera 720p	
10	Premium keyboard, Spill-resistant, , Backlit (optional)	
11	Touchpad, Clickpad	
12	1 USB 3.0, 2 USB 2.0, 1 USB Type-C, 1HDMI,1Headphone/microphone combo,	
13	1 AC power, 1RJ-45 Ethernet, 1 VGA, Multimedia reader SD, SDHC, SDXC supported,	
14	65 W smart AC adapter power supply,	
15	Battery HP 3-cell, Long Life 48 Whr Li-ion,	
16	Battery life Solid state drive: Up to 14 hrs and 15 mins	
17	1 year limited hardware warranty Support	
18	Branded wireless mouse, include laptop bag	

I-PADS

No.	Requirement	Bidder Response Yes/No
1	Display: 9.7-inch (diagonal) LED-backlit (Touch Screen)	
2	OS: iOS	
3	CPU: Triple-core 1.5 GHz	
4	Memory: 64GB, 2 GB RAM	
5	8MP Camera	
6	Fingerprint sensor (Touch ID)	
7	Connectivity 4G and WiFi	
8	OEM Carrying Case	

TELEPHONES

No.	Requirement	Bidder Response Yes/No
1	Backlit display – 3.5” diagonal, 3 rows by 24 characters	
2	Ergonomic hearing aid compatible handset – supporting TTD acoustic coupler	
3	8 line appearance/feature key buttons – with dual LED’s (red, green)	
4	2-way speakerphone**	
5	Message waiting indicator	
6	Dual position flip stand	
7	Four-way navigation cluster button	
8	Three contextual softkey buttons	
9	Volume button – (separate volume levels in the handset, headset, speaker, and ringer)	
10	Quick-access Voicemail Message button	
11	Telephony application button – to return to main telephone screen	
12	Avaya Menu button – (options and settings access)	
13	Contacts button	
14	Call log button	
15	Redial button	

16	Speaker button	
17	Mute button	
18	Headset button	
19	Hold button	
20	Conference button	
21	Transfer button	
22	Drop button	
23	Ethernet (10/100) line interface with a secondary 10/100 port for collocated laptop or PC	
24	PoE 802.3af class 2 device, also supports a local power supply	
25	Headset interface	
26	Wall mount kit available	
27	Optional Gigabit Adapter for Gigabit connectivity to a PC	
28	Contacts application – supports up to 100 entries	
29	Call log – contains last 100 calls	
30	H.323 protocol support	
31	Standards-based codec support: G.711, G.726, G.729A/B	
32	Supports the following languages: English	
33	Avaya configuration licenses	
34	20 call center licences	

Mandatory Evaluation Criteria

Tenderers are required to submit the following.

- i) Tender Security of KES. 100,000.00 Valid for 150 Days from the closing date.
- ii) Power of Attorney
- iii) Confidential Business Questionnaire
- iv) Certificate of Business Registration or certificate of Incorporation
- v) Manufactures Authorization form and will be verified with the equipment manufacturer
- vi) Signed form of tender
- vii) Price validity period of 120 days from the tender closing date
- viii) Audited Accounts for the last three years (2014, 2015 and 2016)
- ix) Details of three (3) Major Clients from Public sector with three (3) years' experience.
Attach copies of LPOs or contracts for ICT consumables supplied in the last three (3) years (2014 -2017), Letters of award and recommendation letters alone will not be acceptable.***
- x) Sworn Anti-Corruption Affidavit

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 Tenderer 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 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 3602-00506
NAIROBI.

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 (..... *(Insert the actual 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, to supply, deliver install and commission the equipment 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 Tenderer, 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 _____

PRICE SCHEDULE FOR GOODS

TENDER FOR SUPPLY AND DELIVERY OF DESK TOP COMPUTERS, LAPTOPS, TELEPHONE SETS, IPADS AND ACCESSORIES

Name of Tenderer.....

Tender Number ~~~~~

Item No.	Item Description	Unit of Issue	Quantity (As and when required)- with a Minimum of :	Unit Price inclusive of taxes	Amount KES
1	Desk top Computers	NO	100		
2	Laptops and Accessories (Complete with carrier bag)	NO	50		
3	I-Pads and Accessories (Complete with carrier case)	NO	20		
4	Telephone sets and Accessories	NO	100		

The Prices must be valid for a period of twelve months from the date of contract award.

Signature of tenderer _____ Date _____

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
	<ul style="list-style-type: none"> ● Citizenship Details
	Part 2 (b) Partnership
2b.1	Given details of Partners as follows:
2b.2	<u>Name Nationality Citizenship Details 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</u> <u>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 BoardMember 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, BoardMember 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 it's 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:
	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 Tenderer;

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 Tender for certain goods] and has accepted a tender by
the tenderer for the supply of those goods in the sum of [*contract
price in words and figures*] (Hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are
respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of
this Agreement viz:
 - (a) This Contract Form
 - (b) Minutes of Tender Negotiations
 - (c) Schedule of Requirements
 - (d) Technical Specifications
 - (e) Special Conditions
 - (f) General Conditions
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 Tender.

[signature for and on behalf of manufacturer]

Note: This letter of Services 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 3206-00506,
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 7 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.

The Director General
National Transport and Safety Authority
Hill Park Plaza, Upper Hill Road
P.O Box 3206-00506
Nairobi

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 DISPOSAL ACT, NO. 3
OF 2005.

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 Commission, 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 and will not offer 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 responded to hereinabove is true to the best of my knowledge information and belief.

SWORN at	}	
.....	}	
Name of Chief Executive/Managing Director/ Principal Officer/Director	}	
On this day of 20...	}	
}		<u>DEPONENT</u>
Before me	}	
Commissioner for Oaths	}	