



**National Transport
and Safety Authority**

TENDER DOCUMENT

FOR

**PROVISION OF SECURITY SERVICES TO VARIOUS NTSA
OFFICES COUNTRYWIDE**

TENDER NO. NTSA/NCB -001/2017 - 2018

HILL PARK BUILDING

P.O. BOX 3602-00506

NAIROBI, KENYA

Email: procurement@ntsa.go.ke

OCTOBER, 2017

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

SECTION I: INVITATION TO TENDER

DATE _____

TENDER REF NO. NTSA/NCB-001/2017-2018

TENDER NAME Provision of Security Services

The National Transport and Safety Authority invites sealed bids from eligible candidates for the **Provision of Security Services to Various NTSA Offices Countrywide**

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.

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.

Completed tender documents are to be enclosed in plain sealed envelopes marked with the tender number and be deposited in the tender box on **Ground Floor, National Transport & Safety Authority's Headquarters, Hill Park Building, Upper Hill Road, Nairobi or to be addressed to the Director General, Box 3602-00506 Nairobi** so as to be received on or before Wednesday 8th November at 10:00 a.m

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.

Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at the **Conference Room on 3rd Floor, Hill Park Building.**

A mandatory pre-bid briefing will be held on **Wednesday, 25th October, 2017 at 10.00am** in the Conference room on 5th Floor, Hill Park Building. Interested bidders are invited to attend.

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

FOR: DIRECTOR GENERAL

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SECTION II: INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1. This Invitation to tender is open to all Tenderers eligible as described in the instructions to Tenderers. Successful Tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. NTSA's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender pursuant to section 33 of the Act 2005.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by NTSA to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and NTSA, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.2.3 NTSA shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders

- i) Instructions to Tenderers
- ii) General Conditions of Contract
- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Details of service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Principal's or manufacturers authorization form
- xiii) Declaration form

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

2.4 Clarification of Documents

2.4.1. A prospective firm making inquiries of the tender document may notify NTSA in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. NTSA will respond in writing to any request for clarification of the tender documents, which it receives no later than five (5) days prior to the deadline for the submission of tenders, prescribed by NTSA. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Tenderers who have received the tender documents"

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

2.5 Amendment of documents

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

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

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

2.6 Language of tender

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

2.7 Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Filled confidential business questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

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

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

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

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

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

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

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

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

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

2.12 Tender Security

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

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

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

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

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

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

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

2.12.6 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.

2.12.7 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity specified by NTSA on the Tender Form; or
- (b) In the case of a successful tenderer, if the tenderer fails:
 - (i) To sign the contract in accordance with paragraph 26
 - (ii) To furnish performance security in accordance with paragraph 27.
- (c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

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

2.13.2 In exceptional circumstances, NTSA may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

2.14.1 The tenderer shall prepare two copies of the tender, clearly / marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and copy of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.”

The envelopes shall then be sealed in an outer envelope.

The inner and outer envelopes shall:

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

(b) Bear tender number and name in the invitation to tender and the words: “DO NOT OPEN BEFORE **Wednesday, 8th November, 2017**”

2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared late.

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

2.16 **Deadline for Submission of Tenders**

2.16.1 Tenders must be received by NTSA at the address specified under paragraph 2.15.2 no later than **Wednesday, 8th November, 2017**

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

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

2.17 **Modification and withdrawal of tenders**

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

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

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

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

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

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

2.18 Opening of Tenders

2.18.1 NTSA will open all tenders in the presence of Tenderers' representatives who choose to attend, on **Wednesday, 8th November, 2017 at 10.00 am** and in the location specified in the invitation to tender. The Tenderers' representatives who are present shall sign a register evidencing their attendance.

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

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

2.19 Clarification of tenders

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

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

Comparison or contract award decisions may result in the rejection of the Tenderers' tender.

2.20 Preliminary Examination and Responsiveness

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

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

- 2.20.3 NTSA may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, NTSA will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. NTSA's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by NTSA and may not subsequently be made responsive by the tenderer through correction of the non-conformity.

2.21 **Conversion to a single currency**

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

2.22 **Evaluation and comparison of tenders.**

- 2.22.1 NTSA will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.
- 2.22.3 NTSA's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:
- (a) Operational plan proposed in the tender;
 - (b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

- 2.22.4 Pursuant to paragraph 22.3, the following evaluation methods will be applied:

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

NTSA requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than NTSA'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. NTSA may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender processing committee shall evaluate the tender within 15 days from the date of opening the tender.

2.22.6 To qualify for contract awards, the tenderer shall have the following:-

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in public procurement.

2.23. **Contacting NTSA**

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

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

2.24 **Award of Contract**

a) **Post qualification**

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

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

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

b) **Award Criteria**

2.24.4 NTSA will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

2.24.6 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 Notification of award

2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted. Simultaneously the other Tenderers shall be notified that their tenders have not been successful.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and NTSA pursuant to clause 2.26.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.27, NTSA will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

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

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

2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award BUT not before expiry of 7 days unless there is an administrative review request.

2.27 Performance Security

2.27.1 Within twenty eight (28) days of the receipt of notification of award from NTSA, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to NTSA.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27.1 shall constitute sufficient grounds for the annulment of the award and

forfeiture of the tender security, in which event NTSA may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

- 2.28.1 NTSA requires that Tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.28.2 NTSA will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to instructions to Tenderers

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

Instructions to Tenderers	Particulars of appendix to instructions to tenderer
2.1	Registered private security services providers.
2.10	Prices must be in Kenya Shillings only and must be inclusive of all taxes
2.11	<p>MANDATORY REQUIREMENTS</p> <ul style="list-style-type: none"> • Certificate of Incorporation/Registration • Valid Tax Compliance certificate • Valid membership certificate from private security providers association i.e. Kenya Security Industry Association (KSIA) or Protective Security Industry Association (PSIA) • Audited financial statements/ accounts for the last three years • Proof of compliance with prevailing labour laws in respect to minimum wage, statutory remittance etc. (<i>Attach a duly certified letter from the local Labour office, of monthly billings amounting to not less than Kshs. 2 million per month . Also attach corresponding NHIF and NSSF compliance Certificate as at June 30, 2017</i>) • Valid work injury benefit policy or group personal accident policy or Employers Liability policy. • Valid frequency license (not payment receipts) from Communication Authority of Kenya (CAK). • Proof of Branch network of at least 10 counties and should include the following: Nairobi, Mombasa, Nakuru, Kisumu, Thika, Meru, Embu, Eldoret, Kitale, Machakos, Nyahururu, Voi, Kisii, Kakamega, Kericho, Garissa (<i>Attach copies of Office Lease Agreement and business licenses</i>) • Reference letters from at least ten (10) clients, five (5) of which should be state corporations with contract value of at least KES 2 million per month each (Provide reference letters and letters of awards) • Valid communication Authority of Kenya’s Radio frequency License (<i>Attach License</i>) • Workman’s Compensation insurance Cover for the staff (<i>Attach policy</i>) • Contractual Liability Insurance policy with a premium liability of KES 20 million per event per year (<i>Attach a valid copy of contractual liability policy document</i>) • <i>Submission of Pre-bid briefing attendance form</i>
2.12	Bidders shall provide a tender security of Kshs 100,000.00 in form of a bank guarantee from a reputable bank in Kenya and shall be valid for a period of 150 days from the date of tender opening.
2.13	The tender shall remain valid for a period of 120 days from the date of tender opening.
2.14	Bidders shall provide 1 ORIGINAL copy of the tender document clearly marked original and a replica copy marked COPY all placed in one envelope

2.15	Closing date shall be Wednesday, 8th November, 2017 at 10.00 am
2.16	As a post qualification requirement, the Procuring Entity's representatives shall visit the lowest evaluated bidder's premises to authenticate all technical requirements as listed in Section VI

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

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

3.3 Standards

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

3.5 Patent Right's

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

3.6 Performance Security

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

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

3.7 Inspections and Tests

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

3.8 Payment

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

3.9 Prices

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by

the tenderer in its tender or in NTSA's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 Assignment

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

3.10 Termination for Default

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

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

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

3.12 Termination of insolvency

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

3.13 Termination for convenience

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

3.13.2 For the remaining part of the contract after termination NTSA may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

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

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

3.15 Governing Language

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

3.16 Force Majeure

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

3.17 Applicable Law.

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

3.18 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

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

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

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

General conditions of contract reference	Special conditions of contract
3.6	A performance security of 10% of the total contract price in the form of a bank guarantee from a reputable commercial bank will be required from the winning bidder.
3.8	Payment shall be made monthly and within thirty (30) days from the receipt date of invoice and upon satisfactory delivery of services
3.9	Price adjustments shall not be allowed for the entire contract period
3.14	In case of a dispute between the purchaser and the supplier and incase of failure to amicably solve issues, the dispute shall be referred to the adjudication or arbitration in accordance with the laws of Kenya.
3.17	Laws of Kenya
3.18	National Transport and Safety Authority, P.O Box 3602 - 00506, NAIROBI. Suppliers contact to be furnished.
	The notice period shall be seven (7) days.

SECTION V – SCHEDULE OF REQUIREMENTS

List of NTSA premises and the total number guards required

S/NO	Station Description	Day	Night	Total No. of Guards Required
1	Likoni MVI – Industrial Area (Nrb)	3	2	5
2	Mombasa Imara Building	2	1	3
3	Miritini MVI	3	2	5
4	Nakuru MVI	2	2	4
5	Kisumu MVI	2	2	4
6	Thika MVI	2	1	3
7	Meru MVI	2	1	3
8	Embu MVI	2	1	3
9	Eldoret MVI	2	1	3
10	Kitale MVI	2	1	3
11	Machakos MVI	2	1	3
12	Nyahururu MVI	2	1	3
13	Hifathi MVI	2	1	3
14	Kakamega MVI	1	1	2
15	Kisii MVI	1	1	2
16	Kericho MVI	1	1	2
17	Nyeri MVI	1	1	2
18	Voi MVI	1	1	2
19	Garissa MVI	1	1	2
20	Hill Park NTSA Office Nairobi	13	6	19
	TOTAL	52	24	76

Please note that the above numbers may be increased or reduced during the contract depending with business needs.

SECTION VI: TECHNICAL SPECIFICATIONS / DESCRIPTION OF SERVICES

These are to be filled and signed by the supplier for all requirements and submitted alongside other requested documents. Bidders are required to indicate against each service specification “Yes” or “To Comply” thus indicating their Commitment to meet the service requirements on award.

The scope of Services of the security service provider shall include but not limited to:

	Minimum requirements/Details of Service Specifications are as follows:	Bidder’s Response
1	Provide sound and effective security guarding personnel. All guards must have a minimum of ‘O’ level qualification of at least mean grade D. The guards shall be Aged between 21 and 45 years old and above and able to express themselves fluently in English and Kiswahili. They should also be capable of using radios and modern equipment like Close Circuit Television (CCTVs).	
2	Shall install own clocking system at NTSA premises in the areas which shall be indicated by the Security Manager during the site survey for guard monitoring during patrols.	
3	Shall Provide: <ul style="list-style-type: none"> i. Security guards duty Rostering Methodology ii. Selection, recruitment and vetting policies iii. Training and refresher schedules 	
4	Shall Issue all security guards with work instructions (SOPs)	
5	Shall be responsible for safeguarding and protecting NTSA personnel, tenants, properties, materials and equipment from unauthorized use, loss, theft, trespassing, espionage and sabotage and also protect any and all non-clients property located at NTSA premises. This shall include patrolling premises, site buildings and parking lots.	
6	Shall provide own HF and VHF communication radios to security personnel at all NTSA premises to facilitate effective communication	
7	Shall provide a modern under vehicle search device (Mirror) and handheld metal detectors in all NTSA premises.	
8	Shall be liable for any loss suffered by NTSA caused by the contractor’s employees’ act of commission or omission. Shall readily compensate the organization within two weeks for any loss due to his negligence.	

9	Shall ensure that while patrolling, the guards check all designated gates, doors and windows and if found unlocked or open, notify the shift supervisor accordingly. Additionally, he should turn off unnecessary lights and perform other security related activities necessary to meet overall security requirements.	
10	Shall provide all the guards with the requisite working tools i.e. Peak Caps/Berets, Whistles and Lanyards, Torches and batteries, Serviceable military boots, Great coat, Sweaters, two (2) pairs of clean presentable uniforms (shirts, trousers, socks, boots, jerseys) and tie where applicable, batons,, Identification badges, Communication equipment, counter books, notebooks and pens.	
11	Shall submit weekly, monthly, quarterly, and annual security reports to NTSA's Security Manager covering all stations where security services are provided.	
12	Shall in consultation with the Security Manager conduct half yearly security audits in all NTSA premises and submit a reports for the same.	
13	Shall send a quick response and backup crew to the NTSA premises at a short notice as and when emergencies occur.	
14	Shall prevent the occurrence of fires, explosions and other catastrophes by ensuring close observation of the buildings, machinery, building plants, vehicles, electrical equipment and personnel to identify unsafe conditions, procedures or activities.	
15	Shall deter the commission of assault, batteries, robberies, rapes and other violent crimes by deploying well trained and alert security guards to NTSA's facilities.	
16	Shall report incidents involving loss, damage or injury to NTSA human and physical assets within 24 hours of occurrence. The report should state the circumstances related to the incident and measures taken.	

17	<p>Shall provide highly trained guards. The training to include on the following areas:</p> <ol style="list-style-type: none"> i. Threat identification ii. Emergency/Distress response, rescue or evacuation iii. First aid iv. Firefighting and safety v. Investigation and collection of intelligence vi. Communication skills and report writing vii. Customer care viii. Conducting search & arrests ix. Physical fitness/drill/endurance x. Close Protection xi. Incident reporting and record keeping xii. Knowledge in CCTV, Radio Communication and Automated alarm systems. <p>(Attach copies of training certificates with at least one (1) month of the above training from reputable training organization).</p>	
18	Shall conduct quarterly sensitisation on counter terrorism, Firefighting and safety First Aid, integrity, general security, emerging threats and good customer relations to all security guards at NTSA.	
19	Shall ensure that firefighting equipment remain at designated locations at all times and are not interfered with.	
20	Shall Implement NTSA right to search employees, visitors and tenants and their vehicles to ensure that no NTSA property is taken from the premises without authorization.	
21	Shall ensure that no suspicious item and materials is allowed in to NTSA's premises.	
22	<p>Shall provide and maintain an occurrence book and record daily occurrences of security interest to management and other persons concerned.</p> <p>Guards shall be expected to maintain occurrence books (OB), Vehicles movement registers and other operating instructions provided by NTSA. These books shall be checked and counter signed by the Security Manager or his deputy or Administration officer in charge in case of outstations by 8.00am of every day.</p>	
23	Shall be provide all their guards with pens and serialized note books,	
24	Shall record and control movement motor vehicles entering and leaving the premises and control parking.	

25	Shall regulate human traffic in all NTSA stations/ offices and direct customers to respective service counters accordingly.	
26	Shall pay attention to all water, gas and electrical installations and report any breakdown or wastage; and take immediate action necessary in the interest of safety and security.	
27	Shall arrest any person committing or attempting to commit a cognizable offence.	
28	Shall provide a list of all deployed guards which shall include names, I.D number, cell phone number, the location of current residence, and conduct background check on all guards before deployment.	
29	Shall immediately communicate any changes to the deployment of security guards to the Security Manager.	
30	Shall ensure that no guard stays for more than six months at the same assignment; this is to avoid undue familiarization.	
31	Shall provide guards with not less than two years' experience. The guards should be of high integrity, well uniformed.	
32	Shall pay security guards latest by 5 th of every Month and in accordance with the prevailing statutory labour requirements.	
33	Shall at its own cost and subject to the prior approval thereof, provide SIGN PLATES as required indicating that the premises are being guarded by the contractor.	
34	Shall hire and pay salaries for its guards, supervisors and managers without depending on payment from NTSA.	
35	Shall at own cost make arrangements and be responsible for; <ul style="list-style-type: none"> i. Transport requirements for all personnel to and from the assignments as well as patrols within the assignment area. ii. Provide reliable radio communication. iii. Back-up systems in cases of emergencies. iv. 	
36	Shall perform guarding duties in conjunction and in consultation with the NTSA's security officers, police, fire brigade and other similar organizations.	
37	Shall provide guards who are physically and mentally fit. (Relevant medical certificates to be provided on request).	
38	Shall ensure that security guards are subjected to an effective supervisory arrangement and procedures. NTSA Security Manager shall make periodical spot checks/visits.	

39	<p>Shall have thorough knowledge of the guards' background and provide evidence that the Firm's personnel have been screened. The firm must provide the following before engagement:-</p> <ul style="list-style-type: none"> i. Valid Certificates of Good Conduct of all guards and to include background checks. ii. Curriculum Vitae of the all guards deployed at NTSA. 	
40	In the event of a loss, investigations must commence immediately by both parties in conjunction with the police and investigative reports submitted to NTSA headquarters for final decision.	
41	Shall deploy guards during the day and night (round the clock). Additional guards may be required as and when needed at the indicated unit rate per guard.	
42	The contract shall be, unless extended by NTSA terminate at the end of one (1) year from the commencement date. However, the same may be renewed for a further one (1) year subject to satisfactory performance.	
43	Shall recognize and act promptly and positively to emergency situations within the area of deployment, recognize and report any threats, risks or hazard in and against NTSA facilities and personnel.	
44	Shall adhere to the policies, guidelines and regulations established by NTSA.	
45	Shall safeguard and control all security risk keys in the guards custody at all times and must report its loss or compromise its loss or compromise immediately.	
46	Shall ensure that guards report on duty 15 minutes before change over time and that they shall not leave place of duty until otherwise relieved or on reasonable course or pursuing a suspect.	
47	Shall conduct security spot checks two times in every 12 hour's shift.	
48	Shall not subcontract substantive security duties to any other person or entity.	
49	Shall ensure that any officer absent for whatever reason is immediately replaced in order to maintain proper coverage of all posts.	
50	Shall immediately replace any guard (s) whose performance is unsatisfactory.	

51	Shall ensure that the security supervisors conduct a thorough shift handover at each shift change confirming that critical information and instructions are passed on to the next supervisor and a detailed inventory is conducted on all equipment provided.	
52	Shall convene project start up meeting with NTSA immediately after signing the contract for the purpose of reviewing implementation plan of the Firm. The project to be implemented within one month after signing the contract. Thereafter, monthly Firm's performance reviews will be conducted by the NTSA appraise the Firm's Performance.	
53	Shall provide Security service 7 days a week on a 24 hour basis with the following shifts: i. From 0600 hrs to 1800 hrs. ii. From 1800 hrs to 0600 hrs.	
54	Shall ensure that all guards, supervisors and managers adhere and observe all security operating instructions given to them from time to time.	
55	Shall ensure that guards will not sleep, smoke, light borne fires, or chat while performing security duties at NTSA.	
56	Shall ensure that guards will not operate any type of NTSA equipment, drive NTSA or staff vehicles or any other item without authorization.	
57	Shall maintain a register and record all lost and found items therein.	
58	Shall provide adequate systems for reporting incidences. Enquiries into incidents occurring at NTSA premises to be reported without delay to the NTSA Security Manager or his representative.	
59	Shall have adequate reserve guards for replacement on unsatisfactory performance, sickness, absence or any other reason. Guards deployed at NTSA premises must be those on permanent employment.	

Tenderer's Name.....

Signature (by authorized person).....

Tenderer's Official Stamp.....

Date.....

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 Kshs 100,000.00 in form described in paragraph 2.12.3 herein valid for 150 days from the date of opening of the tender.	
2.	Copy of valid Tax compliance certificate	
3.	Completed form of Tender	
4.	Duly filled Confidential Business questionnaire	
5.	Duly filled technical specifications under Section VI	
6.	Certificate of Incorporation/Registration	
7.	A copy of valid membership certificate with Protective Security Industry Association (PSIA) or Kenya Security Industry Association (KSIA) for the last 5 years excluding year 2017 (Attach membership renewal certificates for the five years).	
8.	Copies of the immediate last Three years audited accounts 2016, 2015 and 2014	
9.	Physical evidence of office location. Attach copy of Title Deed/copy of lease agreement	
10.	Copy of organizational structure showing key management & supervisory staff	
11.	Valid frequency license (not payment receipts) from Communication Commission of Kenya (CCK)	
12.	Five letters of recommendation for provision of security services of similar magnitude from other reputable institutions	
13.	Proof of compliance with prevailing labour laws in respect to minimum wage, statutory remittance etc. Attach a duly certified letter from the local labour office	
14.	Valid work injury benefit policy or group personal accident policy or Employers Liability policy	
15.	Contractual liability insurance policy cover of not less than 10,000,000/- per event per year. Attach a valid copy of contractual liability policy document	
16.	Current CR 12 (recent 12 Months)for Limited companies only	
16.	Proof of capability to provide security to the head office and all the Regional offices indicated herein.	

17	Valid single business permit	
18	Valid Compliance certificate from NHIF and evidence of remittance of employees NHIF contributions for the last six months (attach current compliance certificate and proof of monthly payment receipts of NHIF)	
19	Valid Compliance certificate from NSSF and evidence of remittance of employees NSSF contributions for the last six months (attach current compliance certificate and proof of monthly payment receipts of NSSF).	
20	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.	
21	Provide accurate information on any litigation or arbitration or complaints pending before any committee or any other forum resulting from professional practice over the last five years.	
22	Submission of Pre-bid briefing attendance form	
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 service provider cumulative years of experience in provision of continuous security services <ul style="list-style-type: none"> i. Above 15 years (10 marks) ii. Between 12-14 years (8 marks) iii. Between 11-7 years (6 marks) iv. 6 years and below (4marks) 	10		Avail a copy of certificate of registration Submit signed contracts/LSO's for the respective years	

No.	Description of Criteria	Max Score	Attained Score	Requirement	Confirm submission Yes/No
2	<p>References Provide at least Five contracts of at least Ksh.10,000,000.00 per year serviced in the last three years, three of which should be in the government institutions (2 mks for each)</p> <p>Evidence of contracts serviced in the last five years with specified number of guards as indicated below:</p> <p>Above 200 guards- (3 marks) 100-199 guards- (2 marks) 50-99 guards- (1 mark) Below 50 guards – 0 mark</p>	10		Attach copies of contracts and recommendation letters indicating total number of guards for the assignments.	
3	<p>Company's turn over. Average annual turn-over (ksh) for the previous 3 years</p> <ul style="list-style-type: none"> i. 100 million-199 million (3 mks) ii. 50 million – 99 million (2 mks) iii. 10 million – 49 million - (1 mk) 	3		From audited accounts for last 3 years. To be Counter-checked with other relevant authorities.	
4	<p>ISO certified organization - ISO certified - 2 mks - ISO Certification in progress – 1 mk</p>	3		A Copy of Current ISO 9001 Certificate from the relevant Certification Authority or proof if in progress -Attach letter from Certification body	

No.	Description of Criteria	Max Score	Attained Score	Requirement	Confirm submission Yes/No
5	Technical capability Motor vehicles dedicated to security assignments, deployment & supervision. At least one motor vehicle per every region quoted. Minimum 11 motor vehicles (0.5 mark per vehicle)	3		Attach a minimum of 11 copies of log books for vehicles in business name of the bid / Lease agreement	
	Minimum of 12 Motorcycles for all regions (0.5 mark for each)	5		Twelve (12) for Motorcycles and their log books owned by the tendering firm/Lease agreement	
	Radio Communication At least 28 HF/VHF two way Radio communication equipment owned by the firm with a dedicated control room (0.2 points for each)	3		Must prove existence of radio network with central command. Indicate the number of radios in each site	
	Hand held scanners and under search vehicle mirror services (2 mks for each equipment)	4		Attach copies of Receipts/Tools Inventory indicating prove of ownership. Attach inventory/sample kit card	

No.	Description of Criteria	Max Score	Attained Score	Requirement	Confirm submission Yes/No
7	Provision of security guards Submit evidence of at least 20 permanently/fixed contract employed security guards. (0.5 mks for each)	10		Attach copies of NSSF and NHIF latest contribution returns for the last two months, a list of guard's names with their ID card numbers and where they are deployed and last two months payrolls for permanently/fixed contract employed guards.	
8	Personnel Competency Profile CEO/General Manager Bachelor's Degree and above (2 mks) Diploma (1 mk) General Manager's personal Experience in security industry. 10 years and above – 3 mks 5 – 9 years – 2 mks Less than 5 years - 1mk Operations Manager Bachelor's Degree and above (2 mks) Diploma (1 mk)	2 2 3 2		Attach copies of certificates Attach CV Attach copies of certificates	

No.	Description of Criteria	Max Score	Attained Score	Requirement	Confirm submission Yes/No
	Operation Manager's personal Experience in security industry. 10 years and above – 3 mks 5 – 9 years – 2 mks Less than 5 years - 1mk	3		Attach copies of certificates	
	Human Resource and Recruitment Manager				
	Bachelor's Degree and above (2 mks) Diploma (1 mk)	2		Attach copies of certificates	
	Human Resource Manager's personal Experience in security industry. 5 years and above – 3 mks Less than 5 years - 1mk	3		Attach copies of certificates	
	Security supervisors Minimum academic qualification and experience of Supervisors. Diploma and above (2 mks) Certificate (1 mk) Supervisor's personal Experience in security industry. 5 years and above – 3 mks Less than 5 years - 1mk	3		Attach CV'S & copies of academic Certificates for at least 5 supervisors	
	Security guards Provide evidence of at least 10 guards with experience from either police, military, prisons or National Youth Service (NYS) – 0.5 Mks for each.	5		attach copies of KCSE Certificates and CV'S for guards.	
9	Provision of the following frameworks				
	Guard's duty roster methodology	1		Attach current guards duty roster	

No.	Description of Criteria	Max Score	Attained Score	Requirement	Confirm submission Yes/No
	Selection, recruitment and vetting policies and procedures.	2		Attach selection, recruitment and vetting policies and procedures	
	Training curriculum	2		Attach initial, current and planned future training programmes/ curriculum	
	Provision of work instructions to security guards	1		Attach copy of work instructions or standard operating procedures	
	Mode of paying salaries to guards: Through banking or any other government institutions.	1		Attach a referee letter from any commercial bank or government institution offering such services.	

No.	Description of Criteria	Max Score	Attained Score	Requirement	Confirm submission Yes/No
	<p>Latest dates by which salaries are paid to guards</p> <p>1st – 5th of every Month (3 mks)</p> <p>6th and onwards of every month (1mk)</p>	2		<p>Attach evidence of past salary payments for the last three months (Certified copies of Payroll for the last three months)</p>	

No.	Description of Criteria	Max Score	Attained Score	Requirement	Confirm submission Yes/No
10	<p>Security Training Proof of a minimum of one month security training (attach training certificate of 10 guards) – (0.2 mks for each) Provide evidence (avail trainees certificate(s) or Reference of the trainers) of guards training on the following areas:</p> <ul style="list-style-type: none"> i. Threat identification ii. Emergency/Distress response, rescue or evacuation iii. First aid iv. Firefighting and safety v. Investigation and collection of intelligence vi. Communication skills and report writing vii. Customer care viii. Conducting search & arrests ix. Physical fitness/drill/endurance x. Close Protection xi. Incident reporting and record keeping xii. Knowledge in CCTV, Radio Communication and Automated alarm systems. <p>(0.2 mks for each)</p>	4		attach training certificate of at least 10 guards	

No.	Description of Criteria	Max Score	Attained Score	Requirement	Confirm submission Yes/No
11	Provide documentary evidence of the frequency checks made by a supervisor at each assignment in a 12hr shift.			Provide a minimum two (2) of guard monitoring registers/books.	
12	Equipment and kits provided to guards:2 (0.2 Mks each) <ul style="list-style-type: none"> i. Peak Caps/Berets, ii. Whistles and Lanyards, iii. Torches and batteries, iv. Serviceable military boots, v. Great coat, vi. two (2) pairs of clean presentable uniforms (shirts, trousers, socks, boots, jerseys) and tie where applicable, vii. Identification badges, viii. Communication equipment ix. Notebooks and pens. x. Truncheon/baton 			Item distribution register/	

No.	Description of Criteria	Max Score	Attained Score	Requirement	Confirm submission Yes/No
13	Provide documentary evidence of offices and staff in the following areas: i) Likoni MVI – Industrial Area (Nrb) ii) Mombasa Imara Building iii) Miritini MVI iv) Nakuru MVI v) Kisumu MVI vi) Thika MVI vii) Meru MVI viii) Embu MVI ix) Eldoret MVI x) Kitale MVI xi) Machakos MVI xii) Nyahururu MVI xiii) Hifathi MVI xiv) Kakamega MVI xv) Kisii MVI xvi) Kericho MVI xvii) Nyeri MVI xviii) Voi MVI xix) Garissa MVI xx) Hill Park NTSA Office Nairobi	0.5 0.5		Attach copies of business permits.	
GRAND TOTAL		100			

NB

1. Bidders scoring below 70% in the above 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 the bidders may be required to produce original Certificates for ease of verification.
4. The procuring entity reserves the right to carry out independent investigations to verify the accuracy of information provided.

PRICE SCHEDULE

S/no	Station	Estimated No. of Guards Required	Monthly Unit Rate per Guard (Ksh).	Total Amount Per month (Ksh)	Total Amount Per year (Ksh)

Bidder's Signature ----- Official Stamp: -----

Date: -----

Note:

1. In case of discrepancy between unit price and total, the unit price shall prevail.
2. During the contract period the tenderer may request for additional guards which shall be at the quoted monthly unit per guard.

SECTION VII- STANDARD FORMS

Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to Tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to Tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to NTSA pursuant to instructions to Tenderers clause 12.3
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and NTSA in accordance with the instructions to Tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the Tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to NTSA and pursuant to the – conditions of contract.
5. The principal's or manufacturer's authorization form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

SECTION VII - STANDARD FORMS

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender security form
6. Performance security form
7. Bank guarantee for advance payment
8. Declaration form

FORM OF TENDER

Date _____

Tender No. _____

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[Insert numbers]*, the of which is hereby duly acknowledged, we, the undersigned, offer to provide *[Description of services]* in conformity with the said tender documents for the sum of. *[total tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 20

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

CONTRACT FORM

THIS AGREEMENT made the ___day of ___20___ between..... [Name of procurement entity] of [Country of Procurement entity](Hereinafter called “NTSA”) of the one part and [Name of tenderer] of [City and country of tenderer](Hereinafter called “the tenderer”) of the other part.

WHEREAS NTSA invited tenders for certain materials and spares. Viz..... [Brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of [Contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by _____the _____ (for NTSA)

Signed, sealed, and delivered by _____the _____ (for the tenderer) in the presence of_____.

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

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

2c.1 Private or Public

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

2c.3 Given details of all Directors as follows

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

Part 3 – Eligibility Status

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

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

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

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

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

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

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

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

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

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

3.9 Have you offered or given anything of value to influence the procurement process? Yes
_____ No _____

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

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

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

Date Signature of Candidate

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

FORM OF BANK BID SECURITY

Note: The bidder shall complete only this Form of Bank guarantee. No other Form of Bid Bond or any other forms of security will be accepted. Bidders who fail to comply with this requirement will be disqualified.

WHEREAS [Name of bidder]

.....

(Herein after called “the Bidder”) has submitted his bid datedFor the
.....
Hereinafter called “the bid”

KNOW ALL MEN by these presents that we [Name of Bank]

.....of [Name of Country]

.....having our registered offices at

.....
(Hereinafter called the Bank) are bound unto the Director General, National Transport and
Safety Authority (hereinafter called “The Employer”) in the sum of

(in words Ksh).....

.....

(In figures
Ksh).....

for which payment will be well and truly made to the said Employer the Bank binds itself, its
successors and assigns by these presents.

Signed for the said Bank thisday of20.....

THE CONDITIONS of this obligation are:

1. If the bidder withdraws his Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder refuses to accept the correction of errors in his bid; or

3. If the Bidder having been notified of the acceptance of his bid by the Employer during the period of Bid Validity
 - (i) Fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders when required or
 - (ii) Fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of any of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the date of expiration of the bid validity, as stated in the Instructions to Bidders.

At the request of the Employer the Bid validity period may be extended by mutual agreement between the Employer and the Bidder and we undertake to extend the validity of this surety accordingly without you having to inform us of such an extension of the Bid validity period if within this period the Bidder has been notified of the acceptance of his Bid. This Surety shall remain valid up to the time the Contract Agreement has been executed.

AUTHORIZED SIGNATURE OF THE BANK

.....

NAME OF SIGNATORY

..... DATE.....

TITLE OF SIGNATORY

NAME OF THE WITNESS

SIGNATURE OF THE WITNESS DATE

ADDRESS OF THE WITNESS

PERFORMANCE SECURITY FORM

To:

[Name of NTSA]

WHEREAS..... [Name of tenderer]

(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____
[reference number of the contract] dated _____20_____ to

Supply.....

[Description services](Hereinafter called “the contract”)

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of
[Amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of.....

[Amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of 20_____

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

BANK GUARANTEE FOR ADVANCE PAYMENT

To.....

[Name of tender].....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general, conditions of contract to provide for advance payment,

.....

[Name and address of tenderer][Hereinafter called “the tenderer”] shall deposit with NTSA a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of

[Amount of guarantee in figures and words]

We, the

[bank or financial institution], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to NTSA 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 thereunder or of any of the Contract documents which may be made between NTSA and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution] _____
[address] _____
[date]

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

- 1. Please acknowledge receipt of this letter of notification signifying your acceptance.
- 2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 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.

(FULL PARTICULARS) _____

DIRECTOR GENERAL