



KENYA RAILWAYS CORPORATION

**INVITATION TO TENDER
FOR**

**SUPPLY, INSTALLATION AND COMMISSIONING OF VIDEO SURVEILLANCE
SYSTEM AT RAILWAY TRAINING INSTITUTE**

TENDER NO. KRC/PLM/013/2018-2019.

**CLOSING DATE: THURSDAY 13TH SEPTEMBER, 2018.
TIME: 10.00AM**

**The Managing Director
Kenya Railways
P. O. Box 30121-00100
Nairobi, Kenya**

AUGUST, 2018

TABLE OF CONTENTS

	Page
INTRODUCTION	3
SECTION I INVITATION TO TENDER.....	4
SECTION II INSTRUCTIONS TO TENDERERS.....	5
Appendix A- Instruction to tenders	16
Appendix's B – Evaluation Criteria.....	18
SECTION III GENERAL CONDITIONS OF CONTRACT.....	23
SECTION IV SPECIAL COND1TIONS OF CONTRACT.....	28
SECTION V SCHEDULE OF REQUIREMENTS.....	29
SECTION VI STANDARDFORMS.....	31
1. Form of tender	
2. Confidential Questionnaire form	
3. Site Viewing Certificate	
4. Letter of acceptance	
5. Form of agreement	
6. Notification of intension to enter into contract	
7. Contract form	
8. Form of tender Security	
9. Performance security form	
10. Bank guarantee	
11. Litigation history forms	
12. Integrity declaration forms	
13. Anti-corruption Declaration forms	
14. Dealership/Manufacture Authorization	
15. Form RB 1	

INTRODUCTION

Kenya Railways Corporation (KRC) is a State Corporation established under the Kenya Railways Corporation Act (cap 397) of the Laws of Kenya.

Following concession of freight and passenger transport services to Rift Valley Railways in November 2006, the corporation is now concentrating on its new mandate which includes;

1. Management of the Concession
2. Management of the Non-Conceded Assets
3. Promotion, facilitation and participation in national and metropolitan railway development.
4. Development and Management of inland waterways
5. Management of the Railway Training Institute.

The Corporation wishes to engage a qualified firm to clean-up our LAN Network set up.

SECTION I - INVITATION FOR TENDER (IFT)

Tender No. KRC/PLM/013/2018-2019.

Tender Name: Supply, Installation, and Commissioning of Video Surveillance System at Railway Training Institute (RTI)

1. The Kenya Railways Corporation hereinafter referred as “Procuring entity” intends to invite eligible candidates for the following Tender to upgrade its IT network security infrastructure.
2. The Tender is open to persons with the legal capacity to enter into a contract for the procurement, not insolvent, in receivership, bankrupt or in legal proceedings related to the foregoing.
3. Eligible candidates may obtain the Tender documents from the Offices of **The Procurement Manager, Kenya Railways Corporation Headquarters. Block C, First Floor during normal office working hours upon payment of a non-refundable fee of Kshs.1000.00.**
4. The tenderers must submit together with their tender documents, a security bond of Ksh.20,000.00 from a commercial bank registered in Kenya.
5. Applications for Tenders must be submitted enclosed in plain sealed envelopes marked with the tender name and reference number and deposited in the **tender box at the office of The Procurement Manager, Kenya Railways Headquarters, and Block C Room, Ground floor** during normal working hours on or before **THURSDAY 13th SEPTEMBER 2018 at 10:00hrs.**
6. Tenders will be opened immediately thereafter in the presence of the Candidates’ representatives who choose to attend at the Kenya Railways Headquarters, Block D Ground floor – Sattima Conference
7. All candidates whose applications will have been received before the closing date and time will be advised in due course, of the results of their applications
8. This Tender will be valid for 90 calendar days from the date of opening of the Tenders.

Lucy Njoroge
Procurement & Logistics Manager

SECTION II – INSTRUCTIONS TO TENDERERS

Table of Clauses	Page
2.1 Eligible Tenderers.....	6
2.2 Cost of Tendering.....	6
2.3 Contents of Tender document.....	6
2.4 Clarification of Tender document.....	7
2.5 Amendments of Tender documents.....	7
2.6 Language of Tenders.....	7
2.7 Documents Comprising the Tender.....	8
2.8 Tender Form.....	8
2.9 Tender Prices.....	8
2.10 Tender Currencies.....	8
2.11 Tenderers Eligibility and Qualifications.....	8
2.12 Tender Security.....	9
2.13 Validity of Tenders.....	9
2.14 Format and Signing of Tenders.....	10
2.15 Sealing and Marking of Tenders.....	10
2.16 Deadline for Submission of Tenders.....	10
2.17 Modification and Withdrawal of Tenders.....	11
2.18 Opening of Tenders.....	11
2.19 Clarification of Tenders.....	11
2.20 Preliminary Examination.....	12
2.21 Conversion to Single Currency.....	12
2.22 Evaluation and Comparison of Tenders.....	12
2.23 Contacting the Procuring Entity.....	13
2.24 Post-Qualification.....	13
2.25 Award Criteria.....	14
2.26 Procuring Entity's Right to accept or Reject any or all Tenders.....	14
2.27 Notification of Award.....	14
2.28 Signing of Contract.....	15
2.29 Performance Security.....	15
2.30 Corrupt or Fraudulent Practices.....	15

SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1. This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to 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. The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and sub-Contractors) 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 Procuring entity 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 the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

- 2.2.1. The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, 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 be **Kshs.1,000/=**
- 2.2.3. The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of Tender Document

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

- (i) Instructions to Tenderers
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of Requirements
- (v) Details of Insurance Cover
- (vi) Form of Tender
- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form

- (x) Tender security Declaration Form
- (xi) Performance security Form
- (xii) Letter of Notification of Award
- (xiii) Integrity Form

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

2.4 Clarification of Tender Documents

2.4.1. A Candidate making inquiries of the tender documents may notify the Procuring entity by post, fax or by email at the procuring entity's address indicated in the Invitation for tenders. 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 the tenders, prescribed by the procuring entity. 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 candidates who have received the tender documents.

2.4.2. 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.

2.4.3. Preference where allowed in the evaluation of tenders shall not exceed 15%.

2.5 Amendment of Tender 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 and 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, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of Tenders

2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they

are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Documents Comprising the Tender

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

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

2.8 Form of Tender

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

2.9 Tender Prices

2.9.1. The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.

2.9.2. Prices indicated on the Price Schedule shall be the cost of the services quoted including all 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 2.20.5

2.10 Tender Currencies

2.10.1. Prices shall be quoted in Kenya Shillings

2.11 Tenderers Eligibility and Qualifications

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

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

2.12 Tender Security

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

2.12.2. The tender security shall be 2% of the bid price in form of:-

- a) Cash
- b) Banker's Cheque.
- c) A Bank Guarantee.
- d) Such Insurance Company Guarantee as may be approved by authority.
- e) A letter of Credit; or
- f) Guarantee by a deposit taking microfinance institution, Sacco Society, the Youth Enterprises Development Fund or the Women Enterprise Fund
- g) Filled and Signed Tender Security Declaration Form – Women Group

2.12.3. 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 2.12.7

2.12.4. The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form a bank guarantee.

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

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

2.12.7. The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30

2.12.8. The tender security may be forfeited:

- a) If a tenderer withdraws its tender during the period of tender validity.
- b) In the case of a successful tenderer, if the tenderer fails:
 - i) to sign the contract in accordance with paragraph 2.29 or
 - ii) To furnish performance security in accordance with paragraph 2.30.
- c) If the tenderer rejects correction of an arithmetic error in the tender.

2.13 Validity of Tenders

2.13.1. Tenders shall remain valid for **90 days** after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.13.2. In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided

under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tenders

- 2.14.1. The tenderer shall prepare an original and two copies of the tender, clearly marking each “**ORIGINAL TENDER**” and “**COPY OF TENDER**,” as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2. The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for 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 the copies of the tender in separate envelopes, duly marking the envelopes as “**ORIGINAL TENDER**” and “**COPY OF TENDER**”. The envelopes shall then be sealed in an outer envelope.
- 2.15.2. The inner and outer envelopes shall:
 - a) Be addressed to the Procuring entity at the address given in the Invitation to Tender.
- 2.15.3. Bear tender number and name in the invitation to tender and the words, “**DO NOT OPEN BEFORE**,” 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, the Procuring entity 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 the Procuring entity at the address specified under paragraph 2.15.2 not later than
- 2.16.2. The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

2.17 Modification and Withdrawal of Tenders

- 2.17.1. The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.
- 2.17.2. The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3. No tender may be modified after the deadline for submission of tenders.
- 2.17.4. No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.18 Opening of Tenders

- 2.18.1. The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.2. The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3. The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of Tenders

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

2.20 Preliminary Examination and Responsiveness

- 2.20.1. The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2. 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
- 2.20.3. The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4. Prior to the detailed evaluation, pursuant to paragraph 2.20, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the Procuring entity'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 the procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to Single Currency

- 2.21.1. Where other currencies are used, the Procuring entity 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. The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2. The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.
 - (a) Operational plan proposed in the tender;
 - (b) Deviations in payment schedule from that specified in the Special Conditions of Contract

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

a) Operational Plan

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

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

2.23 Contacting the Procuring Entity

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

2.24 Post-qualification

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

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

2.25 Award Criteria

- 2.25.1. Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.25.2. To qualify for contract awards, the tenderer shall have the following:-
- a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
 - b) Legal capacity to enter into a contract for procurement
 - c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
 - d) Shall not be debarred from participating in public procurement

2.26 Procuring Entity's Right to accept or Reject any or all Tenders

- 2.26.1. The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action. If the Procuring entity determines that none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.
- 2.26.2. The procuring entity shall give prompt notice of the termination to the Tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.26.3. A tenderer who gives false information in the tender document about is qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.27 Notification of Award

- 2.27.1. Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.27.2. The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.
- 2.27.3. Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.1

2.28 Signing of Contract

- 2.28.1. At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.28.2. Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- 2.28.3. The contract will be definitive upon its signature by the two parties.
- 2.28.4. The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29 Performance Security

- 2.29.1. The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the Procuring entity.
- 2.29.2. Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

- 2.30.1. The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.30.2. The Procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.30.3. Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in this contract

APPENDIX A - INSTRUCTIONS TO TENDERERS

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

APPENDIX A – TENDER DATA SHEET

Instructions to tenderers (ITT)	Particulars of appendix to instructions to tenderers
2.1	Eligible Tenderers
2.1.1	Eligible Tenders: All interested bidders.
2.2	Cost of Tendering
2.2.2	Price for the Hard Copy of the Tender document will be charged Kshs.1000.00. Downloaded and Soft Copies of the Tender document from KR website at www.krc.co.ke will be free of charge.
2.12	Tender Security
2.12.2	A Bid Bond for Kshs.20,000.00 valid for 150 days from date of opening of the tender and issued by a Commercial Bank Registered in Kenya.
2.13	Validity of Tender Document
	Tender Validity will be 120 days from date of opening of tenders
2.14	Format and Signing of Tenders
2.14.1	Bidders Must Submit One (1) original and Three (3) Copies
2.15	Sealing and Marking of Tenders
2.15.2	The Tender submission address is: The Managing Director, Kenya Railways Headquarters, Haile Selassie Avenue Block C, First Floor. Nairobi
2.15.3	Do not open before: THURSDAY 13th SEPTEMBER, 2018 at 10:00hrs.
2.18	Opening of Tender
2.18.1	Tenders will be opened on in the presence of bidders who chose to attend on THURSDAY 13TH SEPTEMBER, 2018 at 10:00hrs at Kenya Railways Headquarters Block C Sattima Conference Hall 1 st Floor.
2.19.1	Clarification of Tenders:-
2.19.1	Clarifications may be requested not later than SEVEN (7) days before the submission date. E-mail: procure@krc.co.ke
2.20	Preliminary Examination and Responsiveness
2.20.2	The sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in anyway by any person or entity.
2.27	Notification of Award
2.27.2	For greater certainty, a notification of the intention to inter in to contract

	does not constitute a contact nor reduce the validity period for a tender security.
2.31	New Clause (Conflicts Between the Tender Document and the PPAD ACT 2015)
	Conflicts between the Tender terms and Public Procurement Assets and Disposal Act 2015. In such cases The Public Procurement Assets and Disposal Act, 2015 will stand.

Appendix B - EVALUATION CREITEREIA

A	PRELIMINARY EVALUATION/ MANDATORY REQUIREMENT	Mandatory
1.	Attach Certified Copy of CR12 Certificate issued within the Last three Months. To be Certified by the issuing Authority (AG Office)	Mandatory
2.	Copy of a Valid i-Tax Compliance Certificate from KRA	Mandatory
3.	Attach Dealership Authorization for the equipment being proposed. (Form 13)	Mandatory
4.	A Bid Bond of Kshs.20,000.00 valid for 150 days from date of tender opening in form of a Bank Guarantee from a Commercial Bank Registered in Kenya.	Mandatory
5.	Attach a Copy of CR12 Certificate generated certificate from the Attorney General's Office.	Mandatory
6.	<p>Certified Audited Accounts for any of the (2) two consecutive years (2015, 2016, 2017)</p> <ul style="list-style-type: none"> The Accounts must be clearly signed by the Issuing CPA and the Companies Director. The Accounts must be complete (Full Audited Accounts i.e. not sections of it) Any Discrepancies in the Accounts must be explained in the notes failure to which the accounts will be rejected. For Purpose of the Evaluation the Accounts are considered to be certified if issued by a registered CPA Firm recognized by ICPAK 	Mandatory
7.	Site Viewing Certificate- Attach a Filled and Signed site viewing certificate by the designated officer at Railway Training Institute site where the CCTV (viewing can be carried out any day before the closure of this tender between 9:00am-12 30pm, 2:00pm to 4:30pm) (from 3).	Mandatory
8.	Must provide a Contact address: Physical, Postal, Telephone and Email address of the Firm (Confidential Business Questionnaire) Clearly indicating the list of Directors or Partners as applicable. (Form 2)	Mandatory
9.	Bidder Must provide Litigation history, in format provided in the tender document. (Form Must be filled, Signed and returned with the tender submission)(From 11)	Mandatory
10.	Bidder must fill the Integrity Declaration Forms provided in the Tender Document (Form 12 (b))	Mandatory
11.	<p>Bidders should have their documents paginated to ensure compliance with Section 74 (1) (i) Public Procurement and Assets Disposal Act, 2015 (in format1,2,3,4.....to the last page).</p> <ul style="list-style-type: none"> All pages regardless of whether there is information or not must be paginated. Both sides of the sheet must be paginated Tender with Repeated pages, missing page numbers and other inconsistencies will be rejected Total Number of Pages submitted must be indicated on the 	Mandatory

	Cover of the Bid Submitted		
	<ul style="list-style-type: none">The Copies must have same number of pages as the original document		
Pursuant to section 79 of the Public Procurement Assets and Disposal Act, 2015 any tender not meeting the mandatory and other eligibility criteria will not proceed to the Technical Evaluation Stage.			
B	Technical Evaluation		
1	Specifications	Attach brochures and all relevant documentation for the equipment and its accessories as shown in SECTION V – Schedule Of Requirements /Terms of Reference table on page 26 of the tender document	To fully comply (Must meet minimum KR specification)
	Warranty Period	At least 2years (state the period)	To fully comply
	Delivery Period	60days from date of Contract	To fully comply
2	Firms experience in carrying out of similar services. (40 Marks) (Fill Form X) i. The firm should provide at least three (3) reference sites where they have undertaken similar assignments in the last 3years. Bidders should attach certified copies of contracts for each assignment. (30 Mks) ii. In each of the assignment provided in (i) above, bidders should describe the nature of the assignment, the role of the firm and delivery period the firm (attach completion certificate) undertook in the supply, installation and commissioning of the Video Surveillance System. (10 Mks) in the form (Form X) provided.		40Mks
3	Work Plan (20 Mks) Proposed work plan with clear timelines for implementation		20Mks
4	Personnel (40 Marks) The bidder is required to provide a list of (3) key staff with relevant qualifications to be engaged in the assignment. a) Project Manager (1 No) (14Mks) <ul style="list-style-type: none">CV in the right format fill form W (2mks)Degree in a relevant Information technology course(3mks)3 years' relevant experience (5mks)Professional certificate (3mks) b) Technical staff (2 No) (13Mks each) <ul style="list-style-type: none">CV in the right format fill form W (3mks)Degree in a relevant Information technology course(3mks)2 years' relevant experience (4mks)Professional certificate (3mks) c) Organization structure clearly showing the positions of the proposed staff (10Mks)		40Mks
Only bidders meeting the minimum score of 70% Technical Score shall proceed to the financial evaluation stage.			
C	FINANCIAL EVALUATION		
1	Financial evaluation will be carried out on a Least Cost Basis. Bidders MUST fill in their price proposal in the schedule of requirements table below.		

EVALUATION CRITERIA FORMS

FORM X RELEVANT EXPERIENCE OF THE FIRM

Relevant services carried out in the last two years that best illustrate the firm's qualifications

Using the format below, provide information on each assignment for which your firm was legally contracted (3 Firms) (separate form for each client)

Name of Client:	Address: Telephone:
Clients contact person for the assignment.	Position:
Contract Description:	Location:
Contract period in years :	Contract Value per annum (Kshs.)
Description of Actual Services Provided by Your Firm: i) describe the nature of the assignment, ii) the role of the firm undertook in the installation of the equipment iii) delivery period the firm undertook (attach completion certificate)	

As evidence bidders must attach:

- **Certified copy of Full Contract and where renewal has been approved this must be provided as an appendix to main contract in full.**

Work Plan

Proposed work plan with clear timelines for implementation

QUALIFICATION OF STAFF

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ Nationality: _____

Membership in Professional Societies:

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

Signed:

Staff Name: _____ Signature: _____ Date: _____

Firm authorized representative Name: _____ Position: _____

Signature: _____ Date: _____

SECTION III GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS

3.1	Definitions
3.2	Application
3.3	Standards
3.4	Use of contract documents and information
3.5	Patent Rights
3.6	Performance security
3.7	Inspections and tests
3.8	Payment
3.9	Prices
3.10	Assignment
3.11	Termination for default
3.12	Termination for insolvency
3.13	Termination for convenience
3.14	Resolution of disputes
3.15	Governing language
3.16	Force majeure
3.17	Applicable law
3.18	Notices

SECTION III GENERAL CONDITIONS OF CONTRACT (GCC)

3.1 Definitions

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 services" means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) "The Procuring entity" 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
- i) "TOR" means terms of reference
- j) "KRC" means Kenya railways corporation

3.2 Application

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

3.3 Standards

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

3.5 Patent Right's

The tenderer shall indemnify the Procuring entity 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 thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security of 10% of the Contract price as specified in the Special Conditions of Contract.

- 3.6.2 The proceeds of the performance security shall be payable to the Procuring entity 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 the Procuring entity

and shall be in the form of Bankers' Cheque, A Bank Guarantee or in another form acceptable to the procuring entity.

- 3.6.4 The performance security will be discharged by the procuring entity 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 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity 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 the Procuring entity.
- 3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity 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 the Procuring entity.
- 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 the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written 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 the procuring entity's prior written consent.

3.10 Termination for Default

The Procuring entity 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 the Procuring entity.
- b) If the tenderer fails to perform any other obligation(s) under the Contract.
- c) If the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) In the event the Procuring entity 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 the Procuring entity for any excess costs for such similar services.

3.12 Termination of insolvency

The procuring entity 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 the procuring entity.

3.13 Termination for convenience

- 3.13.1 The procuring entity 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 the procuring entity 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 the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

The procuring entity's 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 (SCC)

The Tenderer must provide the following details:-

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.
2. A brief company profile highlighting and addressing issues under our Terms of Reference (attach any relevant documents/brochures.)
3. The Particulars of Directors/Partners (Names, Nationality, citizen details, Shares)
4. Current KRA Compliance Certificate.
5. Physical Address, Office Location and Contacts fill in attached Business Questionnaire.
6. The tenderers will provide together with their tenders, a bid security of Ksh.20,000.00
7. A Performance bond of 10% of the Contract price shall be provided by the winning tenderer.

SECTION V – SCHEDULE OF REQUIREMENTS /TERMS OF REFERENCE

Terms of Reference for Supply, Installation and Commissioning of IP Based Video Surveillance (CCTV) System at the Railway Training Institute

Item No	Item Name	Item KR Technical Specifications	Bidder Offer Item Technical Description	QTY	Unit Price	Total Price KShs.(VAT Incl)
Cameras and Camera installation Accessories						
1	2MP Dome camera IR Mini Dome	2MP, 1/2.8" Progressive Scan CMOS; H.265+/H.265/H.264+/H.264/MJPEG; Low Light technology, Colour: 0.005 lux @(F1.2, AGC ON), 0 lux with IR; 25fps/30fps(1920×1080); 2.8~12mm motorized VF lens; 120dB WDR; VCA functions; 3 streams; 3D DNR; BLC; ICR; EXIR 2.0, up to 30m; All-metal housing, IP67, IK10; DC12V&PoE; Built-in micro SD/SDHC/SDXC slot; HIK-Connect cloud service ,2.8~12mm motorized VF lens, All-metal, built-in junction box, Line crossing detection, Intrusion detection, Unattended baggage detection, Object removal detection, Face detection		11		
2	2MP Indoor/Outdoor PTZ Camera	Dark fighter Ultra-low light technology(Colour: 0.002 lux/F1.5, B/W:0.0002 lux/F1.5), 2MP, 1/1.9" CMOS sensor, 316L stainless steel, 120dB WDR, Pan range:360° endless; Tilt range: -20°~90°(Auto Flip), Pan Speed: 0.1°~160°/s, Tilt Speed: 0.1°~120°/s, Optical zoom:23x, Focus:5.9-135.7 mm, smart features, IK10, Hi-PoE&24VAC, NEMA 4X, C5-M certification		2		
3	Network Keyboard	USB network Keyboard, support VMS, NVR, DVR		1		

4	16CH Network Video Recorder (NVR)	160Mbps Bit Rate Input Max (up to 16-ch IP video), 4 SATA Interfaces, 16 independent PoE network interfaces, alarm I/O: 16/4, 1.5U case, 19".		1		
5	4TB SATA Disks	4TB Surveillance HDD internal to 16CH NVR		4		
6	32 inch monitor(Wall mounted Monitoring Screen)	32" 1080P, HDMI/VGA/DVI/BNC input, build-in speaker, view angle:178°/178°, metal casing, external video play via USB port		1		
7	Camera Installation Accessories	Metal Brackets , HDMI Cables etc.		Lot		
Cabling and Cabling Accessories						
8	Patch panel	24Port UTP Patch Panel CAT6		1		
9	Cable Manager	CAT6 UTP 1U Cable Organizer		1		
10	Patch cords	CAT6 UTP 3m Patch cords		16		
11	Patch cords	CAT 6 UTP 1m Patch cords		10		
12	UTP Cable	CAT 6 UTP cable-305m box		3		
13	FTP Cable	CAT 6 FTP Cable - 305m box		1		
14	Installation Accessories	25mm PVC Conduits, Bends, Metal Trunking and ALL consumable materials and other installation accessories		Lot		
Installation Charges						
15	Professional Services	Installation, configuration, testing, & commissioning charges.		Lot		
Transport & Logistics						
16	Logistics	Logistics & Transport of materials and personnel.		Lot		
		TOTAL				

SECTION VI- STANDARD FORMS

1. Form of tender
2. Confidential Questionnaire form
3. Site Viewing Certificate
4. Letter of acceptance
5. Form of agreement
6. Notification of intension to enter into contract
7. Contract form
8. Form of tender Security
9. Performance security form
10. Bank guarantee
11. Litigation history forms
12. Integrity declaration forms
13. Anti-corruption Declaration forms
14. Dealership/ Manufacture Authorization
15. Form RB 1

Form 1

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]*, 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 intention to enter into contract, shall NOT constitute a binding Contract between us.

Dated this _____ day of_____ 2018

[Name]

[In the capacity of]

[Signature]

Duly authorized to sign tender for and on behalf of_____

Stamp_____

Form 2**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c) Which ever applies to your type of business

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

Part 1 .General:

Business name.....

Location of Business Premises

.....

Plot No. Street/Road

Postal Address Tel.

/No.....

Fax Email

Nature of business

Registration Certificate No.

Maximum value of business which you can handle at any one time Kshs:

.....

Name of your bankersBranch

Part 2(a) – Sole Proprietor:

Your name in fullAge

NationalityCountry of origin

Citizenship details.....

Party 2(b) – Partnership

Give details of partners as follows

No	Name	Nationality	Citizenship Details	Shares
1				
2				
3				
4				
5				

Part 2(c) – Registered Company:

Private or public

State the nominal and issued capital of the company:–

Nominal Kshs:

Issued Kshs:

Give details of all directors as follows

No	Name	Nationality	Citizenship Details	Shares
1				
2				
3				
4				
5				

Date..... Signature of Tenderer

If a citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration

Stamp.....

Form 3



Viewing Certificate

TENDER FOR SUPPLY, INSTALLATION AND COMMISSIONING OF VIDEO SURVEILLANCE SYSTEM AT RAILWAY TRAINING INSTITUTE: TENDER NO. KRC/PLM/013/2018-2019.

The tenderer MUST view KRC Data Centre before quoting.

I hereby certify that I have viewed Railway Training Institute site as required in the tender terms of reference.

No: KRC/PLM/013/2018-2019.

1) TENDERER'S NAME

NAME OF VIEWER

TEL

SIGN

DATE

2) KR ICT MANAGER/AUTHORISED REPRESENTATIVE

NAME

TEL

SIGN

DATE

Form 4

LETTER OF ACCEPTANCE (Not to be filled in at this stage)

Kenya Railways, P.O BOX 30121, NAIROBI. _____
(Date)

To: _____
(Name of the Contractor)

(Address of the Contractor)

Dear Sir,

This is to notify you that your Tender dated _____

For the execution of _____

For the Contract Price of Kshs. _____
(Figures)

(Kenya Shillings) _____

(Amount in words)

In accordance with the Instructions to Tenderers is hereby accepted.

You are hereby instructed to proceed with the execution of the said Works in accordance with the Contract documents.

Authorized Signature _____

Name and Title of Signatory _____

Form 5

FORM OF AGREEMENT (Not to be filled in at this stage)

THIS AGREEMENT, made the _____ day of _____ 2018
between **Kenya Railways** of [or whose registered office is situated at **P.O. BOX 30121, NAIROBI** (hereinafter called "the Employer") of the one part AND

_____ Office is situated at

_____ Of [or whose registered
(Hereinafter called "the Contractor") of the other part WHEREAS THE Employer is
desirous that the Contractor executes.....

(Name and identification number of Contract) (Hereinafter called "the Works")
located in.....

[Place/location of the Works] and the Employer has accepted the tender submitted
by the

Contractor for the execution and completion of such Works and the remedying of
any defects therein for the Contract Price of Kshs.

Amount in figures],

Kenya Shillings _____

_____ [Amount
in words].

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 hereinafter referred to.
2. The following documents shall be deemed to form and shall be read and construed as part of this Agreement i.e.
 - (i) Letter of Acceptance
 - (ii) Form of Tender
 - (iii) Conditions of Contract Part I
 - (iv) Conditions of Contract Part II and Appendix to Conditions of Contract
 - (v) Specifications
 - (vi) Drawings
 - (vii) Priced Bills of Quantities
3. In consideration of the payments to be made by the Sub Contractor to the Contractor as hereinafter mentioned, the Sub Contractor hereby covenants

with the Contractor to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. The Contractor hereby covenants to pay the Sub Contractor in consideration of the execution and completion of the Works 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 the day and year first before written.

The common Seal of _____

Was hereunto affixed in the presence of _____

Signed Sealed, and Delivered by the said _____

Binding Signature of Main Contractor _____

Binding Signature of Sub Contractor _____

In the presence (i) Name: _____

Address

Signature: _____

[ii] Name: _____

Address: _____

Signature: _____

Form 6

NOTIFICATION OF INTENTION TO ENTER INTO A CONTRACT

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 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.
4. Please note that this Notification does not constitute a Contract.
5. You will be required to give a 10% performance bond in form of a Bank Guarantee from a Bank Registered in Kenya, prior to Contract signing.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER.

Form 7

QUALIFICATION INFORMATION

CONTRACT FORM (TO BE SIGNED BY THE WINNING TENDERER AND KRC)

THIS AGREEMENT made the ____ day of _____ 20____ between..... [Name of procurement entity] of [Country of Procurement entity](Hereinafter called "the Procuring entity") of the one part and [Name of tenderer] of [City and country of tenderer](Hereinafter called "the tenderer") of the other part.

WHEREAS the procuring entity invited tenders for certain 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 Terms of Reference;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring entity's Notification of Award.
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares 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 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 the Procuring entity)

Signed, sealed, delivered by _____ the _____ (for the tenderer)

In the presence of _____

Form 8

FORM OF TENDER SECURITY

WHEREAS (Hereinafter called "the Tenderer")
has submitted his tender dated for the construction of
..... (Name of Contract).....

KNOW ALL PEOPLE by these presents that WE having our
registered office at(hereinafter called "the Bank or a reputable
insurance company "), are bound unto

..... (Hereinafter called "the Employer") in
the sum of

(.....) for which payment well and truly to be
made to the said Employer, the Bank or insurance company binds itself, its
successors and assigns by these presents sealed with the Common Seal of the
said Bank this

..... Day of2018

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of
tender validity specified in the instructions to tenderers

Or

2. If the tenderer, having been notified of the acceptance of his tender by the
Employer during the period of tender validity:

(a) fails or refuses to execute the form of Agreement in
accordance with the

Instructions to Tenderers, if required; or

(b) fails or refuses to furnish the Performance Security, in
accordance with the

Instructions to Tenderers;

We undertake to pay to the 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 one or both of the two conditions,
specifying the occurred condition or conditions.

This 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 said date.

[Date [
company]

[signature of the Bank or insurance

[Witness]

[Seal]

Form 9

PERFORMANCE SECURITY FORM (TO BE PROVIDED AFTER SIGNING OF CONTRACT)

To:

[Name of the Procuring entity]

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 2018

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

Form 10

BANK GUARANTEE FORM

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 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 institution], 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 thereunder 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 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]

Form 11

Litigation History Form

Bidders must provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution.

Year	Award for or against	Name of client, cause of litigation and matter in dispute	Disputed amount (current value, Kshs. equivalent)

(Bidders must fill this form irrespective if they have litigation or not)

Signature & Stamp.....

Date.....

Form 12 (a)

Integrity Declaration

UNDERTAKING BY TENDERER ON ANTI – BRIBERY POLICY / CODE OF CONDUCT AND COMPLIANCE PROGRAMME

1. Each Tenderer must submit a statement, as part of the Tender documents, in either of the two given formats which must be signed personally by the Chief Executive Officer or other appropriate senior corporate officer of the Tendering company and, where relevant, of its subsidiary in the Kenya. If a Tender is submitted by a subsidiary, a statement to this effect will also be required of the parent company, signed by its Chief Executive Officer or other appropriate senior corporate officer.
2. Tenderers will also be required to submit similar No-bribery commitments from their subcontractors and consortium partners; the Tenderer may cover the subcontractors and consortium partners in its own statement, provided the Tenderer assumes full responsibility.
 - a) Payment to agents and other third parties shall be limited to appropriate compensation for legitimate services.
 - b) Each Tenderer will make full disclosure in the Tender documentation of the beneficiaries and amounts of all payments made, or intended to be made, to agents or other third parties (including political parties or electoral candidates) relating to the Tender and, if successful, the implementation of the contract.
 - c) The successful Tenderer will also make full disclosure [quarterly or semi-annually] of all payments to agents and other third parties during the execution of the contract.
 - d) Within six months of the completion of the performance of the contract, the successful Tenderer will formally certify that no bribes or other illicit commissions have been paid. The final accounting shall include brief details of the goods and services provided that they are sufficient to establish the legitimacy of the payments made.
 - e) Statements required according to subparagraphs (b) and (d) of this paragraph will have to be certified by the company's Chief Executive Officer, or other appropriate senior corporate officer.
4. Tenders which do not conform to these requirements shall not be considered.
5. If the successful Tenderer fails to comply with its No-bribery commitment, significant sanctions will apply. The sanctions may include all or any of the following:
 - a) Cancellation of the contract;

- b) Liability for damages to the public authority and/or the unsuccessful competitors in the Tendering possibly in the form of a lump sum representing a pre-set percentage of the contract value (liquidated).
- 6. Tenderers shall make available, as part of their Tender, copies of their anti-Bribery Policy/Code of Conduct, if any, and of their-general or project - specific - Compliance Program.
- 7. The Government of Kenya has made special arrangements for adequate oversight of the procurement process and the execution of the contract, and has invited civil society and other competent Government Departments to participate in the oversight. Those charged with the oversight responsibility will have full access to all documentation submitted by Tenderers for this contract, and to which in turn all Tenderers and other parties involved or affected by the project shall have full access (provided, however, that no proprietary information concerning a Tenderer may be disclosed to another Tenderer or to the public).

Form 12 (b)

ANTI-CORRUPTION DECLARATION COMMITMENT/ PLEDGE

(Sections 62 of the PPAD Act, 2015)

I/We/Messrs.....

Of Street, Building, P O Box.....

.....

Contact/Phone/E mail.....

Declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We.....

Declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender/Tender No

For or in the subsequent performance of the contract if I/We am/are successful.

Authorized Signature.....

Name and Title of Signatory.....

From 13

DEALERSHIP/MANUFACTURER'S AUTHORIZATION FORM

To [name of the Procuring entity]

WHEREAS [Name of the manufacturer] who are established and reputable manufacturers of [Name and/or description of the goods] having factories at [Address of factory] do hereby authorize [Name and address of Agent] to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. [Reference of the Tender] for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*)
ofdated the...day of20.....in the matter of Tender
No.....of20.....

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical
address.....Fax No.....Tel. No.....Email, hereby request the
Public Procurement Administrative Review Board to review the whole/part of the
above mentioned decision on the following grounds , namely:-

- 1.
 - 2.
- Etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
 - 2.
- Etc

SIGNED (Applicant)

Dated on.....day of/...20.....

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on
..... day of20.....

SIGNED
Board Secretary