



**KENYA RAILWAYS CORPORATION  
INVITATION TO TENDER  
FOR  
LEASING OF  
INTEGRATED PARKING SYSTEM FOR  
KENRAIL TOWERS AT WESTLANDS  
TENDER NO. KRC/PLM/059/16-17**

**CLOSING DATE: THURSDAY 20<sup>TH</sup> JULY 2017 TIME: 10.00AM**

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## 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 is desirous to engage a qualified firm to undertake the leasing, installation and commissioning of integrated parking system for Kenrail Towers, Westland.

## SECTION I: INVITATION FOR TENDER (IFT)

### SECTION I - INVITATION FOR TENDER (IFT)

Tender No. KRC/PLM/...

#### Tender Name: TENDER FOR LEASING OF INTEGRATED PARKING SYSTEM

1. The Kenya Railways Corporation hereinafter referred as Procuring entity+intends to invite eligible candidates for the following Tender for Leasing of INTEGRATED PARKING SYSTEM.
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 & Logistics Manager, Kenya Railways Corporation Headquarters. Block C, First Floor** during normal office working hours upon payment of a non-refundable fee of Kshs.1,000.00
4. The Tenderers must submit together with their tender documents, a security bond of Kshs.300,000.00 in the form of a Banker's Cheque or Bank Guarantee.
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 and Logistics Manager, Kenya Railways Headquarters, Block C, Ground floor** during normal working hours on or before **Thursday 20<sup>th</sup> July, 2017 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 C, 1<sup>st</sup> Floor Satima Conference Room.
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 120 calendar days from the date of opening of the Tenders.

**Lucy Njoroge**  
**Procurement & Logistics Manager**

## **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 Form
- (xi) Performance security Form
- (xii) Letter of Notification of Award

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 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, 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 its 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

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 tenderer's 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 Tenderer's 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 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.

## **2.27 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 to Instructions to Tenderers

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

Instructions to tenderers(ITT)	Particulars of appendix to instructions to tenderers
<b>2.1</b>	<b>Eligible Tenderers</b>
2.1.3	<b>Eligible Tenders:</b> Open to all qualified bidders
<b>2.2</b>	<b>Cost of Tendering</b>
2.2.2	Price for the Hard Copy of the Tender document will be charged Kshs.1000.00. soft copies. Downloaded copies will be issued free of charge from KR website at 2. or the treasury website <a href="http://www.supplier.treasury.go.ke">www.supplier.treasury.go.ke</a>
<b>2.12</b>	<b>Tender Security</b>
2.12.2	Tender security will be Kshs.300,000.00 valid for 120 days from the date of tender opening
<b>2.13</b>	<b>Validity of Tender Document</b>
	Tender Validity will be 120 days from date of opening of tenders
2.14	<b>Format and Signing of Tenders</b>
2.14.1	Bidders Must Submit One (1) original and Two (3) Copies
<b>2.15</b>	<b>Sealing and Marking of Tenders</b>
2.15.2	The Tender submission address is:  The Procurement Manager, Kenya Railways Headquarters, Haile Selassie Avenue Block C, First Floor. <b>Nairobi</b>
2.15.3	Do not open before: Friday 30th June, 2017 at 10.00hrs
<b>2.18</b>	<b>Opening of Tender</b>
2.18.1	Tenders will be opened on in the presence of bidders who chose to attend on <b>Thursday 20<sup>th</sup> July , 2017 at 10.00hrs</b> at Kenya Railways Headquarters Block C Sattima Conference Hall 1 <sup>st</sup> Floor.
<b>2.19.1</b>	<b>Clarification of Tenders:-</b>
2.19.1	Clarifications may be requested not later than SEVEN (7) days before the submission date. E-mail: <a href="mailto:procure@krc.co.ke">procure@krc.co.ke</a>
<b>2.22</b>	<b>Evaluation and Comparison of Tender</b>

2.22.1	<b>See page 19 of 50</b>
2.22.5	(New Clause)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.
<b>2.27</b>	<b>Notification of Award</b>
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.
<b>2.31</b>	<b>New Clause (Conflicts Between the Tender Document and the PPAD ACT 2015)</b>
	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.

## NOTES ON EVALUATION CRITERIA

*Evaluation and Comparison of Tenders:* The following evaluation criteria shall be applied notwithstanding any other requirement in the tender documents.

### **SELECTION PROCESS**

Below is a description of the evaluation steps that will be adopted.

#### **STEP 1 : PRELIMINARY / MANDATORY EVALUATION**

This will be an elimination stage where each Tenderer's submission will be checked for completeness and compliance to all the mandatory and other eligibility criteria stated in the tender requirements as in the various paragraphs of the tender document, in accordance with Section 79 of Public Procurement and Asset Disposal Act, 2015.

#### **STEP 2 : EVALUATION**

##### **i. TECHNICAL EVALUATION**

This will be done by comparing details of the works to be offered against the minimum requirements/technical specifications and confirming the same from the technical Literature/Specifications submitted. Bidders Must score a minimum of 75% of the Technical Score to proceed to Financial Evaluation

##### **ii. FINANCIAL EVALUATION**

Financial Evaluation Criteria will be on **Least Cost Method**

**APPENDIX B  
EVALUATION CRITERIA**

<b>A</b>	<b>PRELIMINARY EVALUATION</b>	<b>REQUIREMENTS</b>
1	Certificate of Incorporation/Registration	Mandatory
2	Current KRA TAX Compliance Certificate	Mandatory
3	Tender Security; Kshs 300,000	Mandatory
4	Duly signed Site Viewing Certificate	Mandatory
5	Manufacturer Authorisation for all equipment as a dealer or representative of the proposed Solution.	Mandatory
6	Bidder Must attach brochures for all the equipment to be installed	Mandatory
7	Certified Copies of Financial Statements for any of the last three consecutive years (2013,2014,2015,2016)	Mandatory
8	Bidders should have their documents paginated (Serialized) to ensure compliance with section 78(5) of Public procurement and Assets Disposal Act, 2015.	Mandatory
9	The tenderer must complete and sign the confidential Business Questionnaire indicating the names and ownership of all the Directors as appropriate	Mandatory
10	Litigation History declaration	Mandatory
11	Bidder must fill the Integrity Declaration Forms provided in the Tender Document	Mandatory
12	Bidders compliance with Features compliance Table above	Mandatory
Only Bidders meeting all the preliminary evaluation requirement will be evaluated on technical requirement		

<b>B</b>	<b>TECHNICAL EVALUATION(MARKS 75)</b>	<b>Marks</b>
1	<p>Firms experience in deploying solutions of similar size and complexity.</p> <ul style="list-style-type: none"> <li>i. Bidders provide at least Five (5) reference sites with a minimum of Kshs. 20 million where they have undertaken similar assignments in public and private sector. As evidence bidders attach copies of contracts /Lpos for each assignment (reference- 10 Mks) <b>(Fill Form X)</b></li> <li>ii. Bidders must attach performance appraisal from at least two reference site provided in (i) above (10Mks)</li> </ul>	20 Marks
2	<p>Bidders should demonstrate that the system to be installed will provide a guaranteed <b>availability</b> of at least 98% evidenced by providing statements on</p> <ul style="list-style-type: none"> <li>i. Availability of technical team on site (10 Mks)</li> <li>ii. Maintenance schedules of equipment ( 5 Mks)</li> <li>iii. Provide for upgrade of the system to keep up with technology changes ( 10 Mks)</li> <li>iv. Provide system uptime schedule of at least one sites with contractual documents or recommendations ( for i, ii, iii and iv above) ( 5 Mks)</li> </ul>	30Marks
2	<p>Proposed Project Implementation Methodology and Work Plan:</p> <ul style="list-style-type: none"> <li>i. The bidder is required to provide detailed Project Implementation Proposal in adherence to Solution requirements on how they will install and commission the Integrated Parking System in consideration to the essential features outlined in the Section " Functional Specifications of Parking Solutions+ (8mks for each of the three solutions as outlined in KR minimum requirements section+Timelines must be provided.</li> <li>ii. Evidence, in the form of manufacturer website links to relevant pages or brochures must be provided for each of these) (2mks for each)</li> </ul>	30 Marks
3	<p><b>Evidence of experience and qualification of key staff to be engaged in the assignment</b></p> <p>The bidder is required to provide list of four (4) staff with relevant qualifications to be engaged for the assignment. The experts should be accredited by the System vendor. The bidder will commit to replacing the same with persons of similar qualifications and experience should it become necessary. Bidder should attach CVs and copies of certificates as evidence for the listed staff <b>(marks are distributed as per the attached Form Y and CV should be as per Form W).</b></p>	20 marks
<b>Bidders must attain a minimum of 70/100 on technical evaluation to proceed to financial evaluation</b>		
<b>C</b>	<b>FINANCIAL EVALUATION</b>	
<b><i>Successful Bidders from the Technical Evaluation exercise above shall be considered and the lowest evaluated bidder (Least Cost Basis) shall be recommended for award.</i></b>		

Due diligence shall be undertaken to verify bidder's submissions

**B. Technical Evaluation.**

**1. Proof of Firm staffing experience and capabilities: (20 marks) –(Fill Form Y)**

The bidder is required to provide qualification and experience of five (5) key technical personnel for the assignment. The Bidder will commit to replacing the same with persons of similar qualifications and experience should it become necessary. Attach CVs for each staff in the format given below in **form W**

**Form Y:** Minimum Qualification for Key Project Staff to be provided by the bidders in the tender for parking system at Kenrail.

<b>KEY STAFF</b>	<b>Minimum Education</b>	<b>Specialization, Experience*</b>	<b>Years of Experience</b>	<b>No</b>	<b>Unit Marks</b>	<b>Total Marks</b>
Project Manager	Diploma in Project Management	Project Management Must have managed similar system	5	1		6 Marks
Parking Equipment Installation and Maintenance Expert	Degree/Diploma in Electrical/Electronic engineering Computer science/ Engineering or related field  Installation training certificate	<ul style="list-style-type: none"><li>• Parking management system</li><li>• Access control and Alarm System</li><li>• CCTV Surveillance System</li></ul>	2	2		10 Marks
Electrical/Electronics Technician	Degree/Diploma in Electrical/Electronic engineering Computer science/ Engineering or related field Certificate in the related field	<ul style="list-style-type: none"><li>• Parking management system</li><li>• Access control and Alarm System</li><li>• CCTV Surveillance System</li></ul>	2	1		4 Marks

**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.

\_\_\_\_\_ Date: \_\_\_\_\_

*[Signature of staff member]*

\_\_\_\_\_ Date; \_\_\_\_\_

*[Signature of authorized representative of the firm]*

Full name of staff member: \_\_\_\_\_

Full name of authorized representative: \_\_\_\_\_

**2. Calculation of availability per month**

**Calculation of availability of service**  
**Agreed service time (AST) and Downtime (DT)**  
**Availability = (AST-DT)/AST \* 100 >= 98%**

**Availability of < 98% will attract penalty as shall be defined in the contract.**

**3. METHODOLOGY AND WORK PLAN - (Fill Form Z) – ( 30 marks)**

Bidder is required to submit Principle of work Statement and details of how work **SHALL** be scheduled, performed, managed and reported.

**4. FIRMS CAPACITY AND EXPERIENCE - (Fill Form X)- (20 MARKS)**

Bidders must provide evidence of past contracts for Maintenance of Similar Equipment and references for the same for the last 3 years.

Using the format below, provide information on each assignment for which your firm was legally contracted (5 Firms) (separate form for each client)

Name of Client:	Address:
Clients contact person for the assignment.	Position:
Contract Description:	Location:
Contract period :	Contract Value (Kshs.)
Description of Actual Services Provided by Your Firm:	

Procuring entity may visit sites where the Tenderers been determined to be substantially responsive in regards to the information provided above.



**C. FINANCIAL EVALUATIONS**

Financial evaluation shall be based on **Least Cost Based Method**.

Tenderers that do not meet the requirements at the preliminary/mandatory stage shall be disqualified and shall not be considered at the Technical and Commercial evaluations.

**METHODOLOGY AND WORK PLAN - FORM Y**

**DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

- 
- 1. Methodology**
    - a. Preventive Maintenance
    - b. Callout Service and Support
    - c.
  - 2. Work Plan and Key Performance Indicators**
    - a. Preventive Maintenance
    - b. Callout Service and Support

**Form Z**

Description	Client	Period of Services	Reference Provided
Make of Equipment			Attach . Provide Work Certificate of Completion / relevant certificate of performance.

### SECTION III: GENERAL CONDITIONS OF CONTRACT (GCC)

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## **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 superceded by leasing 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

### **3.4 Use of Contract Documents and Information**

- 3.4.1 The Contractor shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract.

3.4.2 The Contractor shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

3.4.2.1 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contract's or performance under the Contract if so required by the Procuring entity.

### **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 twenty eight (28) 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.

3.6.1 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.

3.6.2 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:

a) Bankers Cheque

b) A bank guarantee.

3.6.3 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.

### **3.11 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 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 leasing 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 Tax Compliance Certificate
5. Copy of Certificate of Registration as a company.
6. Physical Address, Office Location and Contacts fill in attached Business Questionnaire.
7. The Tenderers will provide together with their tenders, a bid security of Kshs.300,000.00.

The tender Security shall be in the form of :-

- (i) Banker's Cheque
  - (ii) Bank Guarantee
8. A Performance bond of 10% of the Contract price shall be provided by the winning tenderer.

## SECTION V: SCHEDULE OF REQUIREMENTS

### Terms of Reference

This Section contains all the factors, methods and criteria that the Employer shall use to evaluate applications. The information to be provided in relation to each factor and the definitions of the corresponding terms are included in the respective Application Forms.

The tightly integrated Parking management system shall comprise of the following:

### SCOPE OF WORKS

The scope of the project will cover the leasing and installation of following:

1. Entry Barrier, Exit Barrier
2. Entry Station
3. Exit Station
4. Loop Detector
5. Automated-pay-station
6. Parking Management Software & PC
7. Voice Prompt and Intercom
8. Automatic vehicle License Plate Recognition.
9. Remote access of sales of the tickets remotely from KR HQ - Financial data Must be integrated with ERP system at KR HQ
10. Payment should be banked at KR designated bank account.
11. Integration with existing systems bollards
12. Automatic rising Arms for barriers with red and white in colour and illuminated
13. Accessories.

Details to the scope of works are contained in details below

### Features

1. **Heavy duty, well finished IP54** dustproof and waterproof. **cabinet in luxury design**

The parking system should adopt precise machining cold-rolled plate, conformed to at least IP54 dustproof and waterproof. Should also be of luxury design to conform to the aesthetics and class of the building and location.

### 2. Unmanned Entry & Exit

Unmanned entry & exit helps reduce labor cost. Hourly customers get ticket from Entry Station themselves, and insert ticket into Exit Station to leave, while registered customers enter and leave by self-service swiping their cards on Entry Station & Exit Station respectively, or enter & leave w/o stop if tag on windshield is read by long range RFID reader.

### 3. Charge hourly Customers by self-service kiosks.

When leaving the hourly customers will use the self-service kiosks located in the building where they can insert ticket and the machine calculates the amount automatically and then then the hourly parker can then insert the notes in the machine slot and have the ticket amount paid. The machine then returns the ticket to hourly parker and within given time, he can drive to the exit and insert the ticket into unmanned Exit Station, and then Exit Barrier open.



#### **4. Unique Technology of Detecting Unpaid Vehicle**

The parking system automatically records cars coming or leaving without reading cards or without paying.

#### **5. User-friendly LCD/LED and or Voice Prompt**

The entry & exit station will be equipped with LCD or LED screen on which detailed operation and system info are simply and friendly shown. Voice Prompt gives a warm-hearted welcome and operation guide to customers

#### **6. Idiot proof Software with Multi-function**

The car parking system software provides the operators with idiot proof and user-friendly interface, and practical multi functions

#### **7. Customize Charging Standards**

The parking management system provides six different categories of customized charging standards for option

#### **8. Intelligent Barrier**

The digital barrier should adopt integrated decelerating torque motor and intelligent control unit. It integrates pressure wave resistance-rebound, loop detector / infrared triple anti-collision and anti-collision rubber pole to ensure the safety of vehicles coming in or out.

### **Parking System and Components**

#### **a) Entry Barrier, Exit Barrier**

As one part of parking management system, barrier gate stops unauthorized customers entering the premises, or giving access to authorized customers.

#### **b) Entry Station**

It dispenses ticket to hourly customers. While registered customers get access by self-service swiping their proximity cards close to the reader built-in Entry Station, or enter w/o stop if tag on windshield is read by external long range RFID reader. Typically Entry Station is coupled with Entry Barriers, Loop Detectors, and optional accessories

#### **c) Exit Station**

Hourly customers insert the ticket into unmanned Exit Station to leave, registered customers can leave by self-service swiping cards onto the reader built-in Exit Station, or leave w/o stop if tag on windshield is read by external long range RFID reader. Typically Exit Station is coupled with Exit Barriers, Loop Detectors, and optional accessories, depending on the site requirements.

#### **d) Loop Detector**

Connecting to a ground induction coil with two relays output, loop detector is to detect existence of vehicles.

- e) **Automated-pay-station**  
 With it, when leaving, occasional customers come to the pay-station and scan their tickets or insert their tickets at the automated kiosk/Machine and pay via MPESA(other mobile payments)/Credit card/Cash and their ticket will be returned or updated that they have paid and they will have a certain amount of time to leave the parking area.
- f) **Parking Management Software & PC**  
 The software should provide the operators with idiot proof and user-friendly interface, and practical multi functions, such as managing registered customers and occasional customers, setting charging standard, real-time surveillance, parking space display, managing events, managing report, registering card etc.
- g) **Voice Prompt and Intercom**  
 For assisting the customers on any enquiry
- h) **Automatic vehicle License Plate Recognition.**  
 Will be used to detect the number plates of the vehicle entering the premises. The system should be able to store the information about the vehicles for a minimum of 3 months.
- i) **FEATURES OF SELF SERVICE PARKING TICKET MACHINE/KIOSK**
- Colour TFT display and touch screen
  - Illuminated navigation to guide customers step-by-step through the payment Process and
  - also voice guide Navigation system
  - Stainless steel cabinet
  - System should allow both coins and Notes payments. Kenyan currency.
  - Thermal Paper receipt Printer Peripheral control unit and Power Leasing Heating and cooling units with separate thermostats Intercom call button and loudspeaker
  - Ticket collection bin Individual security lock
  - Read/Write Ticket unit for Magnetic stripe or Barcode tickets
  - Purchase tickets and pay for parking with cash or cashless e.g. MPESA ,credit card, Debit card(Both Magnetic and Chip-Pin Cards)
  - RFID for tap and go
  - PCI-DSS certified together with Parking Management System
  - Lost ticket(fixed rate)
  - Remote lost ticket(variable charge)
  - Contract, Season or Monthly parking using wide range of media(Magnetic cards, barcode, proximity, AVI, LPR)
  - Accept Rebate/Chaser/discount tickets
  - Read discount barcode vouchers
  - Event Parking
- j) **Other mandatory features**
- Remote access of sales of the tickets remotely from KR HQ. Financial data Must be integrated with the ERP system at KR HQ
  - All electronic payments must be received at KR designated bank account on real time basis.
  - All Cash payments must be received at KR designated bank account within 24 hours.

- Number Plate Recognition & Windscreen RFID
- Automatic rising Arms for barriers with red and white in colour and illuminated

Features compliance- see explanation above

Bidders minimum requirements	Bidders compliance/offer
Heavy duty, well finished IP54 dustproof and waterproof. cabinet in luxury design	
Unmanned Entry & Exit	
Charge hourly Customers by self-service kiosks.	
Unique Technology of Detecting Unpaid Vehicle	
User-friendly LCD/LED and or Voice prompt	
Idiot proof Software with future practical multi-function	
Customize Charging Standards	
Intelligent Barrier	
Parking Ticket Machine/Kiosk features As in (i) above	
Compliance with other mandatory features As in (j) above	

## **SECTION VII: STANDARD FORMS**

### **Notes to Tenderers**

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 the procuring entity 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 the procuring entity in accordance with the instructions to Tenderers or general conditions of contract.
4. The performance security and notification forms should not be completed by the Tenderers and KRC 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 the procuring entity and pursuant to the . conditions of contract.

### **THE STANDARD FORMS WILL INCLUDE THE FOLLOWING:-**

1. Form of tender
2. Contract form
3. Confidential Questionnaire form
4. Performance security form
5. Bank guarantee
6. Tender Security Form
7. Letter of Notification
8. Litigation History Forms
9. Site Visit Viewing Certificate
10. Manufacture Authorization Form
11. Integrity Declaration Forms
12. Form RB1

**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 (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 leasing of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the leasing of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the leasing 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 \_\_\_\_\_.

## CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

<p><b>Part 1 General</b></p> <p>Business Name .....</p> <p>Location of Business Premises .....</p> <p>Plot No,..... Street/Road.....</p> <p>Postal address ..... Tel No. .... Fax Email.....</p> <p>Nature of Business .....</p> <p>Registration Certificate No.....</p> <p>Maximum value of business which you can handle at any one time . Kshs.</p> <p>Name of your bankers .....</p> <p>Branch .....</p>
--

	<p align="center"><b>Part 2 (a) . Sole Proprietor</b></p> <p>Your name in full 0 .</p> <p>Age 0 .</p> <p>Nationality 0 ..</p> <p>Country of Origin 0 ..</p> <p>Citizenship details</p> <p>0 ..</p>																				
	<p align="center"><b>Part 2 (b) . Partnership</b></p> <p>Given details of partners as follows</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1. 0</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2. 0</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3. 0</td> <td></td> <td></td> <td></td> </tr> <tr> <td>4. 0</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1. 0				2. 0				3. 0				4. 0			
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2. 0																					
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4. 0																					
	<p align="center"><b>Part 2 (c) . Registered Company</b></p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1. 0</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2. 0</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3. 0</td> <td></td> <td></td> <td></td> </tr> <tr> <td>4. 0</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1. 0				2. 0				3. 0				4. 0			
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	<p>Date 0 .</p> <p>Signature of Candidate 0 ..</p>																				

**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 20

\_\_\_\_\_  
Signature and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*

*(Amend accordingly if provided by Insurance Company)*



**BANK GUARANTEE**

To

[Name of tender]

Gentlemen and/or Ladies:

In accordance with the payment leasing 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]

## TENDER SECURITY FORM

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

THE CONDITIONS of this obligation are:-

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

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

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

[Signature of the bank] \_\_\_\_\_  
(Amend accordingly if provided by Insurance Company)

**NOTIFICATION OF INTENTION TO ENTER INTO 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 notification.
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 bank registered in Kenya, prior to Contract signing.

(FULL PARTICULARS) \_\_\_\_\_

\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

**Bidder must fill in the form whether they have a litigation or not**

**LITIGATION HISTORY**

Name of Contract Supplier

Contractors/Suppliers should provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution.

<b>YEAR</b>	<b>AWARD FOR OR AGAINST</b>	<b>NAME OF CLIENT, CAUSE OF LITIGATION AND MATTER IN DISPUTE</b>	<b>DISPUTED AMOUNT (CURRENT VALUE, KSHS. EQUIVALENT)</b>

**SIGN.....DATE.....**



**Site Visit Viewing Certificate**

**Leasing of Integrated Parking System at Kenrail Towers, Westlands Nairobi. Tender No. KRC/PLM/059/16-17**

The tenderer shall view the integrated parking system at Kenrail Towers, Westlands Nairobi in the guidance of KR personnel.

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I hereby certify that I have viewed the item as required under the schedule of requirement. Tender No. KRC/PLM/059/16-17..... For the **Leasing of Integrated Parking System at Kenrail Towers, Westlands Nairobi.**

(1) TENDERERS NAME.....

SIGN..... DATE.....

(2) DESIGNATED KRC OFFICER'S NAME.....

SIGN..... DATE 0 0 0 0 0 0 0 0 0 0 0 ..

**MANUFACTURER’S AUTHORIZATION FORM**

To *[name of the Procuring entity]* .....

WHEREAS *õ õ* *[Name of the manufacturer]* who are established and reputable manufacturers of *õ õ õ õ õ õ õ ..* *[Name and/or description of the goods]* having factories at

*õ õ õ õ õ õ õ õ õ õ õ õ õ* *[Address of factory]* do hereby authorize *õ õ õ õ õ õ õ õ õ õ* *[Name and address of Agent]* to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. *õ õ õ õ õ õ õ õ õ* . *[Reference of the Tender]* for the above goods manufactured by us.

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

*[Signature for and on behalf of manufacturer]*

*Note:* This letter of authority should be on the letterhead of the Manufacturer

## ***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.
3.
  - 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).



**ANTI-CORRUPTION DECLARATION COMMITMENT/ PLEDGE**

**(Sections 62 of Public Procurement and Assets Disposal, Act 2015)**

I/We/Messrsõ .

of Street, Building, P O Boxõ õ

õ ..

Contact/Phone/E mailõ ..

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

I/We ..õ ..

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 õ .

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

Authorized Signature.....

Name and Title of Signatoryõ õ

**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*)  
of

. . . . . dated the . day of . . . . .20 .in the matter of Tender  
No. . . . . of

. . . . .20

**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

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**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on . . . . . day  
of . . . . .20 . . . . .

SIGNED  
Board Secretary