

KENYA RAILWAYS



TENDER DOCUMENT

FOR

**PROVISION OF SECURITY GUARDING SERVICES FOR KENYA
RAILWAYS ASSETS**

TENDER NO. KRC/PLM/011/2017-2018

CLOSING DATE: FRIDAY NOVEMBER 3, 2017
CLOSING TIME: 10:00 AM

**The Managing Director
Kenya Railways Corporation
P.O. Box 30121-00100
NAIROBI, KENYA**

TABLE OF CONTENTS

	Page
INTRODUCTION	...3
SECTION I INVITATION TO TENDER	.4
SECTION II INSTRUCTIONS TO TENDERERS	.5
APPENDIX TO INSTRUCTIONS TO TENDER	. 17
SECTION III GENERAL CONDITIONS OF CONTRACT	29
SECTION IV SPECIAL CONDITIONS OF CONTRACT	..35
SECTION V SCHEDULE OF REQUIREMENTS	42
SECTION VI DESCRIPTION OF SERVICES	52
SECTION VII STANDARD FORMS	. 55

INTRODUCTION

Kenya Railways 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;

- Management of the Concession
- Management of the Non-Conceded Assets
- Promotion, Facilitation and participation in National and Metropolitan Railway Development.
- Development and Management of Inland Waterways
- Management of the Railway Training Institute.

In this regard, KR now invites tenders from competent Registered Security Services firms for Provision of Security Guarding Services for the Corporation Assets in various regions.

SECTION I

INVITATION FOR TENDERS

Tender Reference No. KRC/PLM/011/2017-2018

Tender Name: Provision of Security Guarding Services for Kenya Railways Assets

- 1.1 The Kenya Railways Corporation invites sealed tenders for the **Provision of Security Guarding Services for Kenya Railways Assets**
- 1.2 Interested eligible candidates may obtain further information and inspect tender documents at The Procurement Manager, 1st Floor of the Kenya Railways Corporation Headquarters during normal working hours.
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of **Kshs1,000/-** in cash or Bankers Cheque payable to Kenya Railways Corporation.
- 1.4 Bidders who download the document from KRC Website **MUST** register their interest immediately by sending an email to procure@krc.co.ke stating their names, email, postal and telephone address.
- 1.5 Prices quoted should be net inclusive of all taxes, must be in Kenya shillings and shall remain valid for **120 days** from the closing date of tender.
- 1.6 Completed tender documents are to be enclosed in plain sealed envelopes marked with Tender name and reference number and be deposited in the Tender Box at the Reception, Kenya Railways Headquarters, Block C Ground Floor the so as to be received on or before **3rd November 2017 at 10.00 am**.
- 1.7 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at the **Conference Room on the 1st Floor, Kenya Railways Headquarters, Workshop Road, Nairobi**.
- 1.8 Tenderer Security of **Kshs 2,500,000.00** from a Commercial Bank Registered Kenya.
- 1.9 Tenderer must serialize all the pages in the bid document submitted, the format should be in numeric order (1,2,3,4,5...to the last page) **Indicating total number of pages** submitted in the bid document cover page.

L.Njoroge
Procurement Manager
FOR: MANAGING DIRECTOR

SECTION II - INSTRUCTION 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	11
2.17 Modification and Withdrawal of Tenders	11
2.18 Opening of Tenders	11
2.19 Clarification of Tenders	12
2.20 Preliminary Examination	12
2.21 Conversion to Single Currency	12
2.22 Evaluation and Comparison of Tenders	13
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	15
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 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
- f) 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 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.

2.12 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

2.26.1.1 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 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

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: Open to All Qualified Firms
2.2	Cost of Tendering
2.2.2	Price for the Hard Copy of the Tender document will be charged Kshs.1000.00. soft copies. Downloaded and Soft Copies of the Tender document will be free of charge from KR website at www.krc.co.ke or the treasury website www.supplier.treasury.go.ke
2.12	Tender Security
2.12.2	Tenderer Security of Kshs 2,500,000.00 from a Commercial Bank Registered 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. <u>Nairobi</u>
2.15.3	Do not open before: Friday 3rd November, 2017 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 Friday 3rd November, 2017 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	(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.
2.22	Evaluation and Comparison of Tender
2.22.1	See page 19 of 68
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 to Instruction to Tenderers

APPENDIX B – TENDER EVALUATION CRITERIA

a) Preliminary Evaluation (Mandatory/Preliminary Evaluation Criteria)

PRELIMINARY EVALUATION		
A	MANDATORY REQUIREMENTS (MUST COMPLY)	Complied/Not Complied
1	Copy of Registration certificates/Incorporation certificate under the companies Act.	
2	Copy of Valid KRA Tax Compliance certificates	
3	Completed and signed the Confidential Business Questionnaire indicating the names and ownership of all the Directors as appropriate	
4	Tender Security of Kshs. 2,500,000.00 from a Registered Commercial Bank in Kenya	
5	Tender Site Visit form signed by KR officer for all the regions quoted for.	
6	Provide last three (3) consecutive years Annual Audited Accounts; 2016/2015/2014	
7	The Bidder must have an annual Turnover of Kshs. 300 Million in each of the three years Audited Accounts provided	
8	Insurance Cover for Employees (Evidence of Insurance cover for current employees i.e Workman Injuries Benefits Cover (WIBA)	
9	Certified copy of Insurance Policy from a Reputable Insurance Firm registered in Kenya by IRA for Contractual Liability Cover for Kshs. 10,000,000.00 Kenya Shillings Ten Million valid for at least one year from date of tender submission.	
10	Copy of current NHIF Compliance Certificate and Certified copy of returns for the last three consecutive Months (Returns must be signed and Stamped by the receiving NHIF office)	
11	Copy of current NSSF Compliance Certificate for the employees and Certified copy of returns for the last three months (Returns must be signed and Stamped by the receiving NSSF office)	
12	Letter of compliance to payment of minimum wage from Ministry of Labour	
13	Proof of existence of operational offices and address in the region in which the firm is interested in providing guarding services (Ownership of operational offices or a lease agreement for offices). Attach Current Lease Agreement or Title for the Office Block.	
14	Litigation History declaration form must be filled, signed and	

	stamped even where there is non-existing cases for the last five years.	
15	Proof of ISO Certification or proof that they are in the process of getting ISO certified. Provide Certified copies of the Certification documents.	
16	Bidder must fill, sign and stamp the Integrity Declaration Forms provided in the Tender Document	
17	Bidders should have their documents paginated (Serialized) to ensure compliance with section 74 (1) (i) of the Public Procurement and Asset Disposal Act, 2015. (In format 1,2,3,4,5 .. Last page) Indicate Total Number of Pages Submitted on the Bid Document Cover Page.	
18	Bidder must Fill , Sign and Stamp their Form of Tender	
19	Bidder MUST submit 1 original copy & 3 copies of tender Document.	
20	Provide a Commitment letter that all guards to be deployed to KR will be vetted and the bidder undertake to provide valid Police Clearance Certificates for each guard to be deployed.	
21	Provide current License for Radio / Alarm frequency from Communication Authority of Kenya (CA)	
22	Firms Providing Services to KR only Firms that are currently providing similar services to KR in the last five (5 No) years must produce an original performance evaluation certificate with a score of at least " satisfactory " issued by KR Head of Security Services Department.	
23	Nairobi Only Firms submitting bids/Tender for Nairobi region must provide evidence of Capability to monitor CCTV Surveillance system (Provide an original recommendation letter addressed to the Managing Director - KR, from a client where you have provided similar service in the last three years)	
Pursuant to section 79 of the Public Procurement and Asset Disposal Act, 2015 any tender not meeting the mandatory and other eligibility criteria in the Tender Document will not proceed to the Technical Evaluation Stage.		

b) Technical Evaluation Criteria

The bidders responsive and have passed the Preliminary, Mandatory and Eligibility requirements will be subjected to the following Technical Requirements;

S/No	REQUIREMENT	SCORE
1	<p>Experience of The Firm - (Bidder Must provide information in FORM X Provided in the Tender Document)</p> <p>1. Provide Evidence that the firm has offered similar services to at least Five (5) Corporate clients each with a minimum of 100 Guards in the last five (5) years. (2016,2015,2014,2013,2012)</p> <ul style="list-style-type: none"> 3 Marks for Each Assignment with a minimum of 100 Guards in the last Five Years. (Assignments 	30 Marks

	<p>to be considered and awarded are those with Certified Copies of Award letter and Contracts attached)</p> <ul style="list-style-type: none"> • 0 Mark for listed Assignment not meeting the requirement and those without Copy of Award Letter and Contracts) <p>2. Reference Letters/Recommendation letter addressed to the Managing Director - KR, from the above listed assignment provided on the organisations letter head and duly signed by the Clients authorized staff. The Letter Must Clearly Indicate period when the services were provided and performance of the bidder.</p> <ul style="list-style-type: none"> • 3 Mark for providing Original reference Letter/Recommendation from the assignment that qualifies in (1) above. 	
2	<p>Qualification of Keys Staff (Bidder Must provide information on CV Format Provided - FORM W)</p> <p>a) Provide details of the required key staff as follows;</p> <ol style="list-style-type: none"> 1) Chief Executive Officer (5 marks) <ul style="list-style-type: none"> • Academic Qualification . Degree in Business Management, Security Management, Criminology or related field. • Professional . At least a Diploma Qualification in a Security related Area • Years of experience . 15 Years Work in a security Services 2) Operations Manager (5 marks) <ul style="list-style-type: none"> • Academic Qualification . Degree in Business Management, Security Management, Criminology or related field. • Professional . At least a Diploma Qualification in a Security related Area • Years of experience . 10 Years Work in a security Services 3) Supervisor (4 marks) <ul style="list-style-type: none"> • Academic Qualification . Diploma in Business Management, Security Management, Criminology or related field. • Professional . At least a Certificate Qualification in a Security related Area • Years of experience . 5 Years Work in a security Services 4) Training Manager (4 marks) <ul style="list-style-type: none"> • Academic Qualification . Diploma in Business Management, Security Management, Criminology or related field. 	25 Marks

	<ul style="list-style-type: none"> Professional . At least a Certificate Qualification in a Security related Area Years of experience . 5 Years Work in a security Services <p>Provide CV, certified copies of Academic & Professional Certificates and a copy of current Good Conduct Certificate for each.</p> <p>b) Provide a Management Structure (organogram) (2 marks)</p> <p>c) Provide a detailed Training Curriculum for Guards including the previous training undertaken by the guards in each of the last three years. (5 marks)</p>	
3	<p>Methodology and Work Plan (FORM Y Provided – Detailed Information to be provided by the bidder)</p> <p>Principle of work Statement and details of how work SHALL be performed managed and reported. This should include but not limited to assignment of manpower, supervision of staff and frequency of the same, provision for backup staff, recruitment and replacement of personnel\$ and feedback to Employer on incidents format, operational and solid waste management plan</p> <p>Award of Scores The bidders principle of work statement will be scored as per the following:-</p> <ul style="list-style-type: none"> Assignment of Manpower - Details of how work will be performed, managed and reported (4 marks) Supervision - Detailed Supervision Plan and Frequency (4 marks) Recruitment and Replacement – Provide a proposed Recruitment method and policy, replacement of Guards, Back up plans (4 marks) Operational management - reporting and providing feedback to KR including proposed procedures for handling Incidents, maintenance of OB and other relevant reports (5 marks) Equipment availability - Bidders must provide an undertaking to provide back-up for both equipment and vehicles - written statement (4 marks) Risk Management - A brief explanation on measures to be taken on the event that services are interrupted because of unforeseen circumstances such as strikes by employees, riots or any other activity that may arise during the Contract period. (4 marks) 	25 Marks
4	<p>Equipment (Fill Information in FORM Z Provided)</p> <ol style="list-style-type: none"> Bidders must provide evidence of ownership e.g logbook or lease documents and location of equipments at a minimum; Vehicles (5No.), Motorbikes (6No.), Radios. (7 marks) Evidence of routine and satisfactory maintenance to ensure 	15 marks

	that Equipment and Motor Vehicles are in good working condition at all times. Provide a servicing and maintenance certificates or schedules for equipment and vehicles / Contracts for maintenance of the same with the supplier/manufacturer of Equipment and Motor Vehicle. (3 Marks) 3. Detailed back up equipment plan for equipment and motor vehicles Undertaking (Provide a written and signed Statement) to provide back up for motor vehicle and equipments (5 Marks)	
	TOTAL	100 Marks

NOTE:
Due Diligence

Kenya Railways (KR) may undertake a due diligence exercise to verify the authenticity of the information provided. This may be through visiting the bidders Assets and/or contacting References and other Government Agencies.

Only bidders meeting the minimum score of 70% Technical Score shall proceed to the financial evaluation stage.

c) FINANCIAL EVALUATION

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

Tenderers that do not meet the requirements at the preliminary stage and technical stage shall be disqualified and shall not be considered at the financial evaluations stage.

	C. FINANCIAL EVALUATION (30%)	30 Marks
	Quality Cost Based Method where: Score = $\left\{ \frac{\text{Lowest Bid Price}}{\text{Bid Price}} \right\} \times 30$	
	Summation of each bidder's scores for technical and financial evaluation shall be done and the one who scores highest overall shall be recommended for award.	

AWARD CRITERIA

The Combined Score (CS) will be calculated as follows;
Combined Score (CS) = Bidders Technical Score (TS) + Bidders Financial Score (FS)

Where;-

Technical Score (TS) = 70%

Financial Score (FS) = 30%

- 1. Kenya Railways shall award a bidder Contract for provision of the services in one Region only as follows;**
 - **Central Region**
 - **Nairobi Region**
 - **Rift & Western Region**
 - **Coast Region**

- 2. The bidder with the Highest Combined Score will be recommended for award per region.**

**FORM W
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:

FORM X

RELEVANT EXPERIENCE OF THE FIRM

Relevant services carried out in the last Five (5 No) years that best illustrate the firm's qualifications

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:	

As evidence bidders must attach:

- Certified copies of award letters
- Certified Copies of Contract Agreements
- Original References/ Recommendation Letters addressed to MD, Kenya Railways

For each assignment listed.

FORM Y

METHODOLOGY AND WORK PLAN

DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

In the following areas;

- 1. Assignment of Manpower**
- 2. Supervision**
- 3. Recruitment and Replacement**
- 4. Operational management**
- 5. Equipment availability**
- 6. Risk Management**

FORM Z

MOTOR VEHICLES AND EQUIPMENT FOR THE ASSIGNMENT

Major Items/ Equipment proposed for carrying out this Assignment

Description and Age	Make	Location	Condition (new, good poor) Services, manual available	Ownership (owned, leased, to be purchased from whom)

- ✓ Attach maintenance schedules for all the equipment and vehicles.
- ✓ Provide copies of ownership / lease documents
- ✓ Back up plan for the Motor Vehicle and equipment.

SECTION III GENERAL CONDITIONS OF CONTRACT

Table of Clause	Page
3.1 Definitions	26
3.2 Application	26
3.3 Standards	26
3.4 Use of Contract Documents and Information	26
3.5 Patent Rights	27
3.6 Performance Security	27
3.7 Delivery of Services and Documents	27
3.8 Payment	27
3.9 Prices	28
3.10 Assignment	28
3.11 Termination for Default	28
3.12 Termination for Insolvency	29
3.13 Termination for Convenience	29
3.14 Resolution of Disputes	29
3.15 Governing Language	29
3.16 Applicable law	29
3.17 Force Majeure	29
3.18 Notices	30

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

(a) ~~The Contract~~+ means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) ~~The Contract Price~~+ means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations

(c) ~~The Services~~+ means services to be provided by the tenderer including any documents, which the tenderer is required to provide to the Procuring entity under the Contract.

(d) ~~The Procuring entity~~+ means the organization procuring the services under this Contract

(e) ~~The Contractor~~+ means the organization or firm providing the services under this Contract.

(f) ~~GCC~~+ means the General Conditions of Contract contained in this section.

(g) ~~SCC~~+ means the Special Conditions of Contract

(h) ~~Day~~+ means calendar day

3.2. Application

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

3.3. Standards

3.3.2 The services provided under this Contract shall conform to the 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 Rights

3.5.1 The Contractor 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

3.6.1 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 where applicable in the amount specified in SCC.

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 a bank guarantee.

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 Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7. Delivery of services and Documents

3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by the procuring entity in the schedule of requirements and the special conditions of contract

3.8. Payment

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

3.8.2. Payment shall be made promptly by the Procuring entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Contractor.

3.9. Prices

- 3.9.1 Prices charges 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 quoted by the tenderer in its tender or in the procuring entity's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.
- 3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.9.3 Where contract price variation is allowed the variation shall not exceed **10%** of the original contract price
- 3.9.4 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

3.10. Assignment

- 3.10.1 The Contractor shall not assign, in whole or in part, its
- 3.10.2 Obligations to perform under this Contract, except with the Procuring entity's prior written consent.

3.11. Termination for Default

- 3.11.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:
- (a) If the Contractor 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 Contractor fails to perform any other obligation(s) under the Contract
 - (c) If the Contract in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract
- 3.11.2 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 un-delivered and the Contractor shall be liable to the Procuring entity for any excess costs for such similar services. However the Contractor shall continue performance of the contract to extent not terminated.

3.12. Termination for Insolvency

3.12.1 The Procuring entity may at any time 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 prejudice 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 entities 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 an agreed amount for partially completed services.

3.14 Resolution of Disputes

3.14.1 The procuring entity and the Contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract

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

3.15. Governing Language

3.15.1. 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. Applicable Law

3.16.1 The contract shall be interpreted in accordance with the laws of Kenya unless otherwise expressly specified in the S

3.17 Force Majeure

3.17.1 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.

3.18 Notices

3.18.1 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 Email and confirmed in writing to the other party's address specified in the SCC.

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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

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

General conditions of contract reference	Special conditions of contract
3.6	Specify performance security if applicable: 10% of the Tender/Contract Sum
3.8	Specify method Payments. Payments shall be made at the end of every Month within 30 days upon receipt of Invoice(s).
3.9	Specify price adjustments allowed. None
3.14	Specify resolution of disputes. Disputes to be settled as per the Arbitration Laws of Kenya
3.16	Specify applicable law. Laws of Kenya
3.17	Indicate addresses of both parties. Client: The Managing Director Kenya Railways P.O Box 30121 - 00100. Nairobi, Kenya
Other\$ as necessary	Complete as necessary

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

3.1 DEFINITIONS

In this Contract, except where context otherwise requires, the following terms shall be interpreted as indicated:

Procuring Entity Definition: Kenya Railway Corporation
P. O. Box 30121-00100
NAIROBI

"Schedule of Rates" means the priced Schedule of Rates forming part of the tender (where applicable).

"The Completion Date" means the date of completion of the Services as certified by the Employer's Representative.

"Security Firm" refers to the corporate body whose tender to carry out the Services has been accepted by the Employer.

"The Security Firm's Tender" is the completed tendering document submitted by the Security Firm to the Employer.

"Days" are calendar days; "Months" are calendar months.

"Equipment" is the Security Firm's machinery and vehicles brought temporarily to the Site for the execution of the Services.

"Site" means the place or places where the Services are to be carried out.

"KR Representative" is the person appointed by the Employer and notified to the Security Firm for the purpose of supervision of the Services.

"Specification" means the Specification of the Services included in the Contract.

"Agreement" means this Agreement made between KRC and the Security Firm including the First and Second schedules and to other document forming the Agreement;

"Effective Date" means the date that the services shall commence as stipulated in the Agreement.

"Party" means either KR or the Security Firm.

"KR" means Kenya Railway Corporation (The Employer).

"Security Personnel" mean the employees of the security firm.

"ROW" means Right of Way.

"Both Parties" means KRC and the Security Firm.

"Rates" means the cost and charges of the services the Security Firm shall provide to KRC, as provided for in the Second Schedule of this Agreement.

"Services" means the security guard services that will be provided to KRC by the Security Firm pursuant to this Agreement and includes any additional or incidental services thereto including guard dog services.

"Duties" means providing, performing, actioning, executing, engaging and or obliging to a moral legal duty to provide services by the Security Firm to KR as provided for in the First and Second Schedule of this Agreement; or any other assignment directed on request by signing of a Temporary Works Order. Such orders will be for a maximum of seven (7) days and from there henceforth, it will revert to normal guarding on the same contract price.

3.6 PERFORMANCE SECURITY

The successful bidder shall within thirty (30) days from the date of executing this Agreement furnish KR with a Performance security equivalent to 10 % of Contract Sum from a Registered Bank in Kenya.

3.8 PAYMENT TERMS

Kenya Railways payment terms are within 30 days upon receipt of certified invoices confirming that the services have been delivered in accordance with the provisions of the Contract.

3.9 TENDER PRICES

The Contract price will be fixed during the term of contract and not subject to variation account. Variation of Contract will be done in accordance with the Public Procurement and Assets Disposal Act, 2015.

3.10 ASSIGNMENT

The Security Firm shall not assign any of its rights or duties under this Agreement.

3.13 TERMINATION FOR CONVENIENCE

KR may without prejudice to any other remedy accruing to it for breach of contract, terminate this Agreement in writing in whole or in part if:-

- i) The Security Firm fails to provide satisfactorily services in the performance of this Agreement.
- ii) The Security Firm fails to perform any other obligation under this Agreement.
- iii) The Security Firm goes under liquidation.
- iv) The Security Firm changes ownership.

On termination of this Agreement, howsoever, the terminated Security Firm shall be permitted to remove all its equipment, sign plates, instruments and guard dogs which may have been placed by the Security Firm upon the Assets.

3.18 EMPLOYER'S REPRESENTATIVE'S DECISIONS

Except where otherwise specifically stated the Employer's Representative will decide contractual matters between the Employer and the Security Firm in the role representing the Employer.

3.19 INSTRUCTIONS

The Security Firm shall carry out all instructions of the Employer's Representative which are in accordance with the Contract.

3.20 MANAGEMENT MEETINGS

A Contract management meeting shall be held regularly and attended by the Employer's Representative and the Security Firm. Its business shall be to review the performance of the Work. The Employer's Representative shall record the business of management meetings and provide copies of the record to those attending the meeting and the Employer. The responsibility of the parties for actions to be taken shall be decided by the Employer's Representative either at the management meeting or after the management meeting and stated in writing to all who attend the meeting.

Communication between parties shall be effective only when in writing.

3.21 DURATION OF CONTRACT

3.21.1 This Agreement shall come into force upon signature thereof, and shall remain in force for a period of twenty four (24) months unless terminated in accordance with clause 6.1(b) below.

3.21.2 The parties hereto shall have a right to terminate this Agreement at any time upon the issuing by one party of one month written notice of such intention to the other party. The parties hereto shall be expected to honour their obligations within this Agreement with utmost diligence during this period of notice.

3.22 CONFIDENTIALITY

The Security Firm, its Security Officers, servants and agents shall not at any time during or after termination of this Agreement divulge or allow to be divulged to any person or third party any information relating to the business or affairs of KR.

3.23 PROVISION AND STANDARD OF SERVICE

The Security Firm shall provide services of high standards in the performance of this Agreement AND poor performance shall be grounds for summary termination of the Agreement without any notice at the sole discretion of KR.

Frequent and inexcusable delays by the Security Firm in the performance of its obligations hereunder shall give rise to sanctions and imposition of liquidated damages by KR.

If at any time during the performance of this Agreement the Security Firm encounters conditions affecting timely provision of services, the Security Firm shall immediately and without any delay notify Kenya Railway in writing of the condition, its cause and duration and possible solution thereto and as soon as practicable KR shall evaluate the condition and may, at its sole discretion, waive the Security Company's obligations without the risk of sanctions imposition of liquidated damages and or the summary termination of this Agreement without any notice.

3.24 INDUCEMENT/PAYMENT OF COMMISSION AND CORRUPT GIFTS

3.24.1 The Security Firm shall not;

- a) Offer or give or agree to give to any person in the service of the Employer any gifts or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract with the Employer or for showing or forbearing to show favour or dis-favour to any person in relation to this or any other contract with the Employer.
- b) Any breach of this Condition by the Security Firm or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Security Firm) shall be an offence under the Laws of Kenya.

3.25 PROBATION PERIOD

The Security Firm shall provide the services to KR, subject to proper performance and evaluation thereof, the Agreement may be confirmed in writing at the discretion of KR.

3.26 NOTICE ADDRESSES

Any notice to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the relevant party or by facsimile transmission or by electronic mail and shall be deemed to have been received by the addressee within Three (3) days of posting or 24 hours if sent by facsimile transmission or by electronic mail.

For the Employer:

The Managing Director
Kenya Railway Corporation
P.O. Box 30121-00100
NAIROBI

For the Security Firm:

3.27 INDEMNITY

The Security Firm shall indemnify and keep indemnified KR its servants and agents against loss of or damage to property or bodily injury sustained by it or them by reason of any act, omission or neglect of the Security Firm, its servants or agents whilst performing their duties under this Agreement and against the dishonesty of its Security Officers whilst performing their duties hereunder and THIS shall include any loss damage injury or any consequential or indirect loss sustained by KR its servants or agents or third parties lawfully on the Assets by reason of any act or omission or neglect of the Security Firm its servants or agents.

3.28 CLAIMS

Notice of all claims by KR in respect of any loss damage or injury or consequential or indirect loss shall be given in writing to the Company giving

details of such loss, damage or injury of consequential or indirect loss within Fourteen (14) days after the discovery of such damage loss or injury.

3.29 INSURANCE

3.29.1 The Security Firm shall insure its Security Officers and dogs engaged in the performance of this Agreement against injury sustained by them in the course of carrying out their duties in pursuance hereof and unless such injury shall be due to the act neglect or default of KR its servants or agents the Security Firm will indemnify KR against all actions claims and demands in respect of such injury.

3.29.2 The Security Firm shall if required by KR avail the Policy of Insurance in respect thereof and proof of payment of current premium.

3.30 LIQUIDATED DAMAGES

If the Security Firm fails to provide any or all of the services within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the price of the unperformed services, per day until actual delivery of services, up to a maximum deduction of 10% of the unperformed services. After this the procuring entity may consider termination of the contract.

3.31 CHANGE OF DIRECTORSHIP

The Security Firm shall inform KR in writing of any changes in its directorship.

SECTION V- SCHEDULE OF REQUIREMENTS

Services to be provided as specified in the schedule of requirements tabulated below.

1. The Contract duration will be for 24 months, however, a performance appraisal will be conducted at the end of 12 months. Continued service will be subject to satisfactory performance.
2. The contract entails provision of security guards to all KR assignments, Security Dogs/Handlers and equipment as may be advised for execution of security guarding services, amongst which are:
 - a. Enforcing KR security procedures, regulations and standards at all sites, offices, facilities and all other areas of interest.
 - b. Safeguarding KR personnel, tenants, properties, materials and equipment from unauthorized use, loss, theft, espionage and sabotage.
 - c. Perimeter protection (walls, fences, beacons, boundaries) by deterring trespass and timely reporting of any breaches.
 - d. Manning of entry/access points.
 - e. Conducting of searches of all visitors to KR Assets.
 - f. control of movement and searching and screening of vehicles
 - g. Receiving and directing visitors to areas of interest.
 - h. Maintaining accurate records of both human and vehicles traffic into KR Assets.
 - i. Collection, analysis and sharing of information and intelligence on potentially harmful events.
 - j. Escorts as may be necessary.
 - k. On time and accurate reporting of incidents and other extra ordinary occurrences.
 - l. Other duties as may be assigned from time to time.
3. The security guarding services will be arranged in regions as follows;

S/No.	Region	Regional offices
1	Coast	<ul style="list-style-type: none"> • Mombasa • Voi
2	Central	<ul style="list-style-type: none"> • Nairobi-KR HQs
3	Nairobi	<ul style="list-style-type: none"> • Nairobi-KR HQs
4	Rift & Western	<ul style="list-style-type: none"> • Nakuru • Eldoret • Kisumu

4. All guards must be fully equipped and facilitated for the job.
5. The security service provider will be required to submit monthly reports by the 5th day on end of every month

6. A site visit Certificate signed by the KR Regional Security Officers and the Security Services Manager at the Headquarters.

SCHEDULE OF REQUIRED SERVICES

1. Central Region		
Asset/Facility	No. of guards	
	Day	Night
Kibera ReMU	1	2
Dagoreti	2	3
Limuru	1	1
Kijabe	1	2
Uplands	1	1
Matathia	1	2
Longonot	1	1
Munyu	1	1
Suswa	1	1
Ruiru	3	4
Kalimoni	1	-
Mitubiri	1	1
Makuyu	2	2
Maragua	2	2
Sagana	1	2
Karatina	2	2
Kiganjo	1	1
Naromoru	2	2
Nanyuki	1	1
Thika	1	2
Dandora	4	4
Athi river	4	4
Embakasi village	4	4
Mwiki	4	4
Githurai	4	4
Kikuyu	4	4
Kahawa	4	4
Embakasi	1	1
Makadara Old station	1	2
Kibera Station	1	2
Nairobi Show Ground Stand	1	2
Konza	1	2
Kalembwani	1	2

Ulu	1	1
Kiu	1	2
Kima	1	1
Sultan Hamud	1	2
Emali	1	1
Kiboko	1	1
Makindu	1	1
Sub-total	68	81
Total	149	
2. Nairobi Region		
a. KR HQ's		
Block C Main Gate	3	2
Block C screening	2	-
Block C Reception	-	1
Block C Barrier Gate	2	1
Estate Parking	1	2
Block A Main Gate	2	1
Block A Screening/Reception	2	1
HQ Patrol(Block A,B,C &D)	1	2
Museum Main Gate	2	2
Museum Barrier Gate	1	-
RCE Offices	2	2
REF Yard	2	3
Supplies Yard	4	5
Central Workshop Main Gate A	2	1
Central Workshop Inner Gate B	2	1
Supplies Gate(Workshop)	1	2
VIP Coaches	2	2
Loco shed (Landmawe)	1	1
CXR Stores	2	2
Store 144(Workshop)	1	2
Store 041 (Workshop)	2	2
Store 029(Workshop)	1	2
Shop 001	1	1
Shop 010/009/137	3	2
Store	1	1
Material/ Store Workshop	1	1
Steam Engine Shop	1	2
Boiler	1	2
Wagon Complex	2	2

Shell Depot	1	1
Fire Station	1	1
Mechanical Handling	1	1
Weighbridge	1	1
Gate 6(Landmawe)	2	1
Gate 7(CXR)	1	1
Perimeter Fence Patrol(Central W/Shop)	2	2
Makongeni Goods Shed	4	4
Makadara Shed	2	3
Makadara Wall	2	3
Sleeper press	2	2
Boma Line	2	2
Ngong Hill Communication Tower	1	1
WK 12 kileleshwa	1	2
Wk 16 kileleshwa	1	2
Wk 17 kileleshwa	1	2
b. Nairobi Station		
Gate A(Entry)	3	1
Gate B	1	-
Gate C(Police Side)	1	-
Platform	1	2
Nairobi Old Station (RVR)	6	2
c. Makadara Station		
Main Gate A(Entry)	1	1
Gate B(Exit)	1	1
Platform 1	1	1
Platform 2	1	1
Screening/Reception	2	1
d. Imara Daima Station		
Main Gate	2	2
Gate B	1	1
Screening	2	-
Platform	2	2
Parking area	1	-
Patrol between the rail line changing points(approx.300m from the station)	2	-
e. Syokimau Station		
Entry gate A	3	2
Exit gate B	1	1
Exit gate C	1	1
Screening/reception	2	1

Platform	2	2
Parking	3	2
Coaches	10	-
Patrol between the rail line changing point (approx.300m from the station)	1	2
f. RTI Main & Town Campus		
Main gate A	4	2
Rear gate B & Overseer Store	3	2
Admin. block	1	1
Mgt square	1	1
Mt. Elgon hostel	1	1
Mt. Kilimanjaro hostel	1	1
Mt. Kenya hostel	1	1
Graduation square	1	1
Computer lab & power house	1	1
Procurement Store, Dispensary & Electrical Eng. Offices	1	1
Men's hostels (Longonot, Meru & Ruwenzori)	1	1
W/shop 4,5,6,8,9&10, Welding Shop	1	1
Perimeter patrol	3	3
Town Campus	2	2
Sub-total	146	122
Total	268	
Makadara dog and handler	-	1
RTI dog and handler	-	2
Sleeper Press dog and handler	-	1
Imara Daima Station dog and handler	-	1
Total no. of Dogs and handlers	-	5
3. Rift & Western Region		
a. Nakuru		
PWI Yard Gilgil	1	1
Gilgil Quarry	1	2
Kariandusi	1	2
Mbaruk Station	1	2
Lanet station	1	1
Nakuru Station	2	2

Nakuru Regional Office	1	2
PWI Yard Nakuru	1	2
CXR Nakuru	1	1
Yard Master Nakuru	1	1
Loco Shed Nakuru	1	2
Menengai Station	1	1
Rongai Station	1	2
Visoi Station	1	1
Sabatia Station	1	1
Maji Mazuri Station	1	1
Makutano Station	1	1
Equator Station	1	1
Timboroa Water Pump	1	2
Timboroa Station	1	1
Njoro Station	1	1
ELburgon Station	1	1
Molo Station	1	2
Turi Station	1	1
Mau Summit Station	1	1
Londiani Station	1	1
b. Eldoret		
Tumeiyo	1	1
Ainapkoi	1	1
Kipkabus	1	1
Kaptagat	1	1
Eldoret Regional Office	1	1
Eldoret Station	1	1
Eldoret Running Room	1	1
Loco Shed Eldoret	1	2
CXR Shed Eldoret	1	1
PWI Eldoret	1	1
Seniors Railways club	1	1
Junior Railways club	1	1
Leseru	1	1
Soy Station	1	1
Mois Bridge	1	1
Turbo	1	1
Kipkaren River	1	1
Lugari	1	2
Sudi	1	2

Miyanga	1	2
Webuye	1	2
Bungoma	1	1
Malaba Station	1	1
Malaba CXR	1	1
Kitale	2	-
c. Kisumu		
Kisumu Regional Office	1	1
DSP Yard	1	2
SIW Yard	1	2
Workshops	2	3
PWI Office	1	2
Kisumu Show Stand	1	2
Marine School	3	4
Kisian Station	1	1
Lela Station	1	1
Luanda Station	-	1
Kibigori Station	1	1
Yala Station	1	1
Butere Station	-	1
Miwani Station	-	1
Muhoroni Station	1	1
Chemelil Station	1	1
Koru Station	-	1
Fort Tenan Station	1	1
Kipkelion Station	1	1
Sub-total	71	93
Total	164	
Solai Line	2 Motorbike patrols from each end	
Nyahuru Line	3 Motorbike patrols each covering 24km stretch.	
Mau Summit to Kedowa	1 Motorbike patrol	
Total no. of Motor Bike Riders (Patrols)	6	
4. Coast Region		
a. Mombasa		
Mombasa Regional Offices	1	1
Main Gate	2	2

OPL Entrance	1	1
OPL Exit and Patrols	-	1
Loading Point	2	2
Old Yard Offices	1	1
Main Yard Patrols	1	2
Good Shed	-	1
Container Yard	1	1
Changamwe DST Station	1	1
Changamwe Godown	1	1
Changamwe Main Gate	2	2
Changamwe Loco Shed	1	1
Changamwe Loading Bay	1	1
Changamwe Main Exit Point Line	1	1
Changamwe Administration/Parking Bay	1	2
Changamwe CXR Main Line	1	1
Changamwe Southern Exit	1	1
Changamwe Perimeter Fence Patrol	3	3
Mombasa Show Ground	1	2
Miritini	1	2
Mazeras	1	2
Mariakani	1	2
Mwembeni Station	1	2
Maji ya Chumvi	1	2
Samburu	1	1
Taru Station	1	2
Mackinon Road	1	2
Dog and handler	-	1
b. Voi		
Maungu	1	2
Darajani Station	1	2
Voi Regional Office	1	1
Voi Old Railway Office	1	1
S.I.O.W Yard Voi	1	1
Maktau Station	1	1
Mwatate Station	1	1
Bura Station	1	1
Mwanatibu Station	1	1
Kitobu Station	2	2
Gang 20 Taveta	2	2
Taveta Station	1	1

Ndii Station	1	1
Kyulu Station	1	2
Kanga Station	1	1
Mtito Andei	1	2
Kathekani Station	1	1
Irima Station	1	1
Mbuinzau Station	1	2
Kibwezi Station	2	2
Sub-total	54	72
Total		126

SUMMARY TENDER PRICE FOR EACH REGION

Region/Assignment	Total No. required	Rate Per Month	Total cost for 12 months(1 Yr)
Central Region	149		
Nairobi Region	268		
Rift & Western Region	164		
Coast Region	126		
Total no. of guards	707		
Dogs and Dog Handlers:	Nairobi	5	
	Coast	1	
Total no. of Motorbike Riders (Patrols)	6		
Total Amount Carried To Form Of Tender			

Total Tender Price in word carried to Form of Tender _____

Signature of Tenderer _____

Date & Stamp _____

NOTES ON FINANCIAL PROPOSAL - (TENDER AMOUNT)

- a) Tender Sum as read out from the Form of tender during the tender opening shall not be the subject of correction, adjustment or amendment in any way.
- b) Tenders with Arithmetic Errors that affect the bid price shall be disqualified from Financial Evaluation
- c) All prices quoted must be inclusive of all applicable taxes.
- d) Bidders must provide the Tender Price against the relevant section and transfer to the Summary.
- e) The Information in the Summary Price Schedule must correspond to amount carried to Form of Tender.

SECTION VI–DESCRIPTION SCOPE OF SERVICES

1. SCOPE OF SERVICE

The successful bidder will be expected to:-

- a) Hire and pay salaries for their guards, Supervisors and managers without depending on payment from KR.
- b) Provide sound and effective security guarding dogs and dog handlers where applicable.
- c) Provide radio communication HF & VHF deployment and routine check patrol vehicles, (provide details of motor vehicles) together with CCK radio communication licenses.
- d) Attend fire emergency situation/fire prevention, detection and control.
- e) Have back-up systems in cases of emergencies.
- f) Have their personnel trained in bomb threat procedures and drills.
- g) Have First Aid and evacuation drills.
- h) Provide literate and trained guards capable of using radios and modern equipment.
- i) Be able to control Industrial disputes/assembly control and riots.
- j) Be able to summon police, fire brigade and ambulances in cases of emergencies.
- k) Appoint personnel who have knowledge in the legal and practical limitations in relation to searching of persons, property and vehicles and a fair understanding of Criminal Procedure Code and penal Code.
- l) All security officers and personnel to be subjected to a thorough medical inspection fit for their duties. Relevant medical Certificates to be produced on request.
- m) All security officers and personnel will be subjected to an effective supervisory arrangement and procedures and KR shall make periodical check/visits.

- n) All equipment, Instruments and guard dogs used by such security officers will be medically examined and be supplied by the company concerned.

2. PROVISION AND STANDARD OF SERVICE

A high standard of security performance in the execution of their work is expected. Poor performance and substandard quality of work will be grounds for termination of the agreement.

- **Maintenance of an Occurrence Book**

Be able to provide all their guards with note books, pens or cards, where the supervisors will sign to certify their physical visits or change of guards, i.e. Occurrence Books and note any incidences during the execution of the works. The Occurrence Book will be the property of KR and shall be presented to protective Services officers in charge of every station by 8.00 a.m of each day.

3. EQUIPMENT

All guards must be fully equipped to the minimum with the right tools of their trade as follows:-

- a) Peak caps/Berets
- b) Whistles and Lanyards
- c) Torches and batteries
- d) Serviceable military boots
- e) Great Coats
- f) Sweaters
- g) Clean and presentable Uniforms (Shirt & Trousers) and Tie where applicable.
- h) Clubs
- i) Identification badges
- j) Communication equipment
- k) All Security personnel manning gates and Entrances to have Metal Detectors & Under-search Mirrors for Motor Vehicles.

4. LOGISTICS

The Security Firm shall make arrangements and be responsible at their own cost for the following.

- 4.1.1 General transport requirements for all its personnel to and from the Assets and;

- 4.1.2 Accommodation and site office for all personnel and operations
- 4.1.3 Provision of Communication Equipment to its personnel, supervisor inclusive.

5. SIGN PLATES

- 5.1.1 The Security Firm shall at its own cost and subject to the prior approval thereof, provide sign plates indicating that the Assets are being guarded by the Security Firm and that guard dogs in use are not a threat.
- 5.1.2 In the event of a loss, investigations must commence immediately by both parties in conjunction with the Police and investigative reports sent to headquarters for final decision.

SECTION VII - STANDARD FORMS

The following forms are provided in the tender document;

- 1. Form of Tender**
- 2. Notification of Intention to Enter into Contract**
- 3. Confidential Business Questionnaire Form**
- 4. Tender Security Form**
- 5. Performance security Form**
- 6. Site Viewing Certificate**
- 7. Litigation History**
- 8. Integrity Declaration**
- 9. Kenya Railways Appraisal Form – Past Service Providers only.**
- 10. 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 No. _____ (Insert numbers) . . the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Services under this tender in conformity with the said Tender document 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 Insurance Cover Services in accordance with the conditions of the tender.
3. 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.
4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 2013

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

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

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

TENDER SECURITY FORM

Whereas [name of the tenderer]

(hereinafter called "the tenderer") has submitted its tender dated [date of submission of tender] for the provision of [name and/or description of the services]

[name and/or description of the services]

(hereinafter called "the Tenderer")

KNOW ALL PEOPLE by these presents that WE

Of [name of procuring entity] having registered office at

[name of procuring entity] (hereinafter called "the Bank") are bound unto

[name of procuring entity] (hereinafter called "the procuring entity") in the sum of [amount]

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 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)

PERFORMANCE SECURITY FORM

To: _____
[Name of 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 of 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 a 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 of money 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 of financial institution]

[Address]

[Date]

(Amend accordingly if provided by Company)

SITE VIEWING CERTIFICATE



KENYA RAILWAYS

Site Viewing Certificate

PROVISION OF SECURITY GUARDING SERVICES TO KENYA RAILWAYS OFFICES, ESTATES AND ASSETS

TENDER NO: KRC/PLM/011/2017-2018

1. All the stations as tabulated in the price Schedule of the tender document must be viewed by the tenderer before quoting.
2. The tenderer shall be conducted through the stations during the Tender Site Visit organized at their convenience by various KRC Regional Security Officers.
3. Bidder must submit a duly filled and signed Site viewing form for each region the bidder is providing a Tender Price

I hereby certify that I have viewed all/listed areas as required under the schedule of requirements for Tender No: **KRC/PLM/011/2017-2018** and as shown in the price schedule.

S/No.	Region	Regional offices
1	Coast	Mombasa Voi
2	Central	Nairobi-KR HQs
3	Nairobi	Nairobi-KR HQs
4	Rift & Western	Nakuru Eldoret Kisumu

1) Tenderers; Name _____ .

Signature _____ Date _____

2) Region _____

3) Name of Security Officer In-charge _____

Signature _____ Date _____

Stamp.

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).

KENYA RAILWAY BIDDER PERFORMANCE APPRAISAL FORM



PERFORMANCE APPRAISAL FOR SECURITY SERVICE PROVIDERS

NAME OF FIRM:

This form is to be filled and attached to the tender document for all bidders who have provided services to KR in the past five (5) years.

S/No.	Assessment Details	Yes	No
1	Does the firm promptly pay its guards?		
2	Have guards ever complained about delayed salaries?		
3	Has KR ever issued the firm with a complaint letter?		
4	Has KR lost any assets during the firm's period of contract?		
5	Does the firm respond promptly to incidents?		
6	Does the firm report incidents to KR?		
7	Has the firm provided information that has improved the security posture of KR?		
8	Do the services offered by the firm satisfy KR internal and external customers?		
9	Does the firm consistently provide monthly or on-need basis security reports to KR?		

Overall Rating	Satisfactory (≥7 YES)		Unsatisfactory(< 7 YES)	
-----------------------	------------------------	--	--------------------------	--

For the use of Security Office only

The firm has been appraised by Kenya Railways Security Department.

Name of Appraising Officer ò ..

Date of Appraisal ò ò .. ò

Head of Security Services

Sign/Stamp ò ò ò ò ò ò ò ò ò ò ò .

FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO. OF20...

BETWEEN ... APPLICANT AND ... RESPONDENT (*Procuring Entity*)

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

REQUEST FOR REVIEW

I/We ... , the above named Applicant(s), of address: Physical addressFax 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 onday of ... /... 20...

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary