



**TENDER FOR PROVISION OF
PUBLIC RELATIONS, MARKETING AND ADVERTISING AGENCY SERVICES**

TENDER NO. KRC/PLM/018/2017-2018

CLOSING DATE: TUESDAY 20TH FEBRUARY, 2018
CLOSING TIME: 10:00 PM

**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 INSTITUTIONS TO TENDER	16
SECTION III GENERAL CONDITIONS OF CONTRACT.....	23
SECTION IV SPECIAL CONDITIONS OF CONTRACT.....	28
SECTION V SCHEDULE OF REQUIREMENTS.....	39
SECTION VI DESCRIPTION OF SERVICES	30
SECTION VII STANDARD FORMS.....	32

INTRODUCTION

1. INTRODUCTION

Kenya Railways (KR) is a State Corporation established in 1978 under the Kenya Railways Act (Cap 397) of the Laws of Kenya. The overall mandate of the Corporation then was to provide a coordinated and integrated system of rail and inland waterways transport services and inland port facilities within Kenya. The Act was amended through The Kenya Railways (Amendment) Act 2005 to make it possible for the Board of Directors to enter into concession agreements or other forms of management for the provision of rail transport services. Following this Amendment, KR conceded railway operations to Rift Valley Railways Ltd (K) from November 1, 2006 for 25 years for freight services and 1 year for passenger services. At the time, Kenya Railways was mandated to promote, facilitate and participate in the National and Metropolitan Railway development through:

- ❖ Developing a Standard Gauge Railway network within the country and connected to neighbouring countries
- ❖ Developing rail commuter services within and around major towns in Kenya (Nairobi, Mombasa, Nakuru, Eldoret and Kisumu)

The Corporation has since undergone numerous developments, with the 2006 Concession agreement signed with the Rift Valley Railways (Kenya) being terminated in July, 2017. Subsequently, the Corporation has taken back the role of management of the concession and operations of the Commuter Rail, in addition to that of management of non-conceded assets.

Another development is the Corporation's recent completion of the implementation of the first phase of the country's mega-flagship project, the Standard Gauge Railway (SGR), with operations of the Madaraka Express on course.

Further to this, the Corporation recently revised its Strategic Plan, now guided by the SP of 2017-2022, with our new Vision "*To be a provider of world class rail services*" and our new Mission "*To develop an integrated rail network and provide efficient and safe rail services*". With this, KR serves as a blueprint that will catapult the sector towards world-class railway infrastructure, operations and services, making KR a pace setter and reference point on railway matters in the region.

In pursuit of our new strategic vision, the purpose of KR is:

- To develop new railways projects and rehabilitate existing infrastructure and facilities through proper planning and effective project implementation.
- To ensure that efficiency is a hallmark of our operations. We ensure that available resources are deployed in providing freight and passenger services to our customers. Railway undertakings are carried out in a safe and sustainable manner for the sake of our environmental conservation, financial wellbeing of the Corporation and our customers for the overall economic prosperity of our country in the long term.

The above can only be realized by applying the core values of business currently employed at the state Corporation. These are:

- **Integrity:** We are guided by probity and highest business ethics in carrying out our business.

- **Accountability:** we are committed to being accountable and responsible to our customers and stakeholders.
- **Reliability:** We strive to be reliable, dependable and consistent in delivering world class rail services. We will deliver services within the specified time and standard to the satisfaction of our customers.
- **Safety:** We promise to pay special attention to detail in the safety and security requirements of our customers, workers and the community. We guarantee that fidelity to safety and security will underpin all our activities and operations.
- **Collaboration:** We will work jointly with stakeholders to ensure efficient service delivery and provide effective solutions to customers. We are committed to team work in pursuit of our common vision for the railways industry.

1.2 Problem Statement

Since its inception, Kenya Railways has undergone immense growth as well as challenges, and continues to endeavor to meet the rising transport demands while standing as the premier rail transport provider in the country. While KR remains committed to improving her fundamental function in provision of rail transport services, it has had to bear the brunt of dissatisfied customers who use a number of our services and facilities, thus a need to rebuild public confidence where it has been perceived to be shaky. KR has worked tirelessly to rebuild her name and image amongst various segments of our publics, gradually regaining public confidence due to a continued effort in fostering and maintaining good relations with stakeholders. This needs a continuous approach using various aspects of Public Relations and engagement, as well as Marketing and Advertising of our services.

1.3 Rationale of the Study

Following the recent developments with the launch of Phase 1 of the SGR and ongoing plans for implementation of the remaining sections; commencement of operations of the Madaraka Express; hand-back of operations of the Commuter Rail previously under the RVR-K concession, ongoing developments in our ancillary facilities such as the Railway Training Institute (RTI), among others, it is imperative for KR to manage the overall image and reputation of the Corporation, manage stakeholders and their expectations, effectively communicate with our myriad stakeholders and ultimately, position the KR brand positively.

2. OBJECTIVES

The Kenya Railways intends to contract a Public Relations, Marketing and Advertising Agency to achieve the following objectives;

- To foster KR's relationship with stakeholders through improved communication
- To improve KR's service delivery through increased customer satisfaction
- To promote KR's brand to enhance its image and visibility
- To create awareness and promote KR's products and services
- To uphold KR's reputation through effective Crisis Communication and management

SECTION I - INVITATION FOR TENDER

INVITATION FOR TENDERS

Tender Reference No. KRC/PLM/018/2017-2018

Tender Name: Provision of Public Relations, Marketing and Advertising Agency Services.

- 1.1 The Kenya Railways Corporation invites sealed tenders for the **Provision of Public Relations, Marketing and Advertising Agency Services.**
- 1.2 Interested eligible candidates may obtain further information and inspect tender documents at The Procurement and Logistics 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 **Kshs 1,000/-** 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 **Tuesday 20th February, 2018 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 **SHALL** fill and sign the Tender Declaration Form.
- 1.9 Tenderer must serialize all the documents provided with the tender document, the format should be in numeric order (1,2,3,4,5.....to the last page.

L Njoroge
Procurement Manager
FOR: MANAGING DIRECTOR

SECTION II - INSTRUCTION TO TENDERERS

Table of Clauses

	Page
2.1 Eligible Tenderers.....	7
2.2 Cost of Tendering.....	7
2.3 Contents of Tender document.....	7
2.4 Clarification of Tender document.....	8
2.5 Amendments of Tender documents.....	8
2.6 Language of Tenders.....	8
2.7 Documents Comprising the Tender.....	8
2.8 Tender Form.....	9
2.9 Tender Prices.....	9
2.10 Tender Currencies.....	9
2.11 Tenderers Eligibility and Qualifications.....	9
2.12 Tender Security.....	9
2.13 Validity of Tenders.....	10
2.14 Format and Signing of Tenders.....	10
2.15 Sealing and Marking of Tenders.....	11
2.16 Deadline for Submission of Tenders.....	11
2.17 Modification and Withdrawal of Tenders.....	11
2.18 Opening of Tenders.....	12
2.19 Clarification of Tenders.....	12
2.20 Preliminary Examination.....	12
2.21 Conversion to Single Currency.....	13
2.22 Evaluation and Comparison of Tenders.....	13
2.23 Contacting the Procuring Entity.....	13
2.24 Post-Qualification.....	14
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 Fraud	

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 it's tender is accepted.

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

2.12 Tender Security

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

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

- i) Cash
- ii) Banker's Cheque.
- iii) A Bank Guarantee.
- iv) Such Insurance Company Guarantee as may be approved by authority.
- v) A letter of Credit; or
- vi) Guarantee by a deposit taking microfinance institution, Sacco Society, the Youth Enterprises Development Fund or the Women Enterprise Fund

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

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

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

2.18 Opening of Tenders

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

2.19 Clarification of Tenders

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

2.20 Preliminary Examination and Responsiveness

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to Single Currency

2.21.1 Where other currencies are used, the Procuring entity will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.22 Evaluation and Comparison of Tenders

2.22.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

- a) operational plan proposed in the tender;
- b) deviations in payment schedule from that specified in the Special Conditions of Contract

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

(a) Operational Plan

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule

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

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

2.23 Contacting the Procuring Entity

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

2.23.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

2.24 Post-qualification

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

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as the Procuring entity deems necessary and appropriate

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

2.25 Award Criteria

2.25.1 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

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

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

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

2.26.2 The procuring entity shall give prompt notice of the termination to the Tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.26.3 A tenderer who gives false information in the tender document about is qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.27 Notification of Award

2.27.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.1

2.28 Signing of Contract

2.28.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

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

2.28.3 The contract will be definitive upon its signature by the two parties.

2.28.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29 Performance Security

2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the Procuring entity.

2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

2.30.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.30.2 The Procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in this contract

Appendix 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
2.1	Eligible Tenderers
2.1.1	Eligible Tenders: Open to All
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 copies will be issued 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	The tender security of Kshs.600,000.00 (valid for 120 days) shall be provided in form of Banker's Cheque, a Bank Guarantee, such Insurance Company Guarantee as may be approved by authority, A letter of Credit.
2.13	Validity of Tender Document
	Tender Validity shall 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 Procurement Manager, Kenya Railways Headquarters, Haile Selassie Avenue, Block C, First Floor. Nairobi
2.15.3	Do not open before: Tuesday 20th February, 2018 at 10.00hrs
2.18	Opening of Tender
2.18.1	Tenders will be opened on in the presence of bidders who chose to attend on Tuesday 20th February, 2018 at 10.00hrs at Kenya Railways Headquarters Block C Sattima Conference Hall 1 st Floor.
2.19.1	Clarification of Tenders:-
2.19.1	Clarifications may be requested not later than SEVEN (7) days before the submission date. E-mail: procure@krc.co.ke
2.20	Preliminary Examination and Responsiveness
2.20.2	(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 18 of 45
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 & Disposal Act, 2015 will stand.

APPENDIX B QUALIFICATION AND EXPERIENCE FOR KEY STAFF

The Bidder will be expected to provide detailed Curriculum Vitae of the Team Leader and other Key staff in the format provided. Evidence of having undertaken a similar assignment must be provided

KEY STAFF	MINIMUM QUALIFICATION	SPECIALIZATION AND EXPERIENCE	Required Years Of Experience	Assignment of Similar nature
Team Leader (One)	Degree in Communications, PR, Marketing or its equivalent. Attach a Professional certificate from a relevant professional body	Demonstrate relevant experience as a team leader in similar assignments carried out in Public / Private sector organization specifically in Public Relations and communication as follows;	5	2 (Two) Assignments as a Team Leader
Media Relations Officer (One)	Degree in Mass Communication/ Journalism or its equivalent Or Any other Degree plus a Diploma in Journalism and Mass Communication Attach a Professional certificate from a relevant professional body	Demonstrate Sufficient Qualification and Experience in Media relations	3	2 (Two) Assignments as a media relations officer
Graphic Designer (One)	Diploma in Graphic Design	Demonstrate Sufficient Qualification and Experience in graphic design • Demonstrate good communication skills (attach recommendations from two employers)	2	2 (Two) Similar Assignments
Digital media planner (One)	Diploma in Communication/Marketing or its equivalent	Demonstrate sufficient Qualification and Experience in managing digital platforms	2	2 (Two) Similar Assignments

APPENDIXES C

a) PRELIMINARY/MANDATORY EVALUATION

Proposals will be evaluated on the basis of their responsiveness to mandatory requirements as listed here-below:-

NO	ITEM DESCRIPTION	Mandatory
1	Copy of Certificate of Incorporation / Registration	
2	Valid tax Compliance Certificate from KRA.	
3	Completed, signed and stamped confidential Business Questionnaire indicating the names and ownership of all the Directors as appropriate	
4	Proof of membership from a National/International Marketing, PR and Advertising Body	
5	Submit Certified Audited Accounts for 2014,2015, 2016	
6	Tender security Kshs.600,000.00	
7	Bidder must fill, sign and stamp the Litigation History Form (Form 7) provided in the Tender Document.	
8	Bidder must fill, sign and stamp the Integrity Declaration Forms (Form 8) provided in the Tender Document.	
9	Bidders should have their documents paginated to ensure compliance with Section 74 (1) (i) Public Procurement and Assets Disposal Act, 2015 (in format 1,2,3,4.....to the last page)	
10	Bidders must Fill, Sign & Stamp their Form of Tenders	
11	Bidder MUST submit 1 original & 3 copies of tender Document.	
<p>Pursuant to section 79 of the Public Procurement Assets and Disposal Act, 2015 any tender not meeting the mandatory and other eligibility criteria will not proceed to the Technical Evaluation Stage.</p>		

b) Technical Evaluation

Technical evaluation for firms that qualify at the mandatory evaluation stage shall be done out of 100%. The pass mark will be **70 out of 100**. The firms shall be evaluated on a scoring matrix as shown below:-

NO.	CRITERIA	MAX	SCORES AWARDED
1. Relevant Experience of the Firm for the Assignment Fill Form X			
	<p>(a) Bidder MUST Provide Evidence that they have offered similar services to at least Five Corporate (5) clients with Contracts of value of at least Kshs.12M (per client) annual in the last five (5) years. (Bidders must use form X to provide this information)</p> <ul style="list-style-type: none"> • Each Listed Assignment valued at over Kshs.12M (3 Marks each) • Assignments valued below Kshs.12M (0 Marks) <p>(b) As proof bidder should provide.</p> <ul style="list-style-type: none"> • Certified Copy of Contract Document for the listed assignment above. (2 Marks each) 	30	

	<ul style="list-style-type: none"> Original Reference Letters/ Recommendation letter addressed to the Managing Director - KR for the assignment listed in (a) above. (1 Mark each) 		
2. Methodology and Work Plan			
	<p>The firm should through use of elaborate work plans demonstrate how they aim to achieve the Corporations TOR. This should highlight the methodologies and approach to proposed tasks as listed below:</p> <ul style="list-style-type: none"> i) Develop and implement a Media Plan (8 marks) ii) Develop and implement a Public Relations plan (8marks) iii) Develop and implement an Advertising plan (8 marks) iv) Achievement of tight deadlines and flexibility in meeting KR's needs. (8 marks) v) Develop and execute communication strategies for general and specific projects as required by the Corporation. (8 marks) 	40	
3. Staff experience and capabilities			
	<p>Qualification of Keys Staff (CV in Format Provided FORM W) – 30 Marks.</p> <p>The bidder will provide Four (4) personnel who will be working with KR on a full-time basis during the duration of the Contract. The Bidder will commit to replacing the same with persons of similar qualifications and experience should it become necessary, and Kenya Railways will vet the persons proposed by the Bidder and signify agreement in writing.</p> <p>a) Bidder should provide CV, Certified copies of Academic and Professional Certificates for each of the following Key Staff</p> <ul style="list-style-type: none"> • Team Leader (8marks) • Media Relations Officer (6marks) • Graphic Designer (5marks) • Digital Media Planner (5marks) <p>Score will be awarded as follows to each</p> <ul style="list-style-type: none"> • CV in format provided Form W (2 Mark) • Certified Academic Certificates (1 Mark) • Copy of a valid membership from a professional body (1 Mark) • Relevant Work Experience. (2 Marks for others and 4marks for team leader (4 marks) <p>b) Provide Organization Management Structure In form of Organogram to show where the staff fit. (3 Marks)</p> <p>c) Provide a written undertaking that all staff assigned to the relevant assignment will be vetted and provide a certificate of good Conduct (3 marks)</p>	30	
Only bidders meeting the minimum score of 70% Technical Score shall proceed to the financial evaluation stage.			

Only firms that score above the pass mark of 70 out of 100 in the technical evaluation shall be considered for financial evaluation.

NOTE:

RETENTION FEE

The retention fee shall be payable on a monthly basis based on deliverables and approval of the Corporate Affairs Division.

The retainer fee shall cover

- i. All areas under the Terms of Reference.
- ii. Creative works – artworks and designs

Evaluation Criteria Forms

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:

SECTION III: GENERAL CONDITIONS OF CONTRACT (GCC)

TABLE OF CONTENTS

	Pages
3.1 Definitions	24
3.2 Application.....	25
3.3 Standards.....	24
3.4 Use of contract documents and information.....	24
3.5 Patent Rights.....	24
3.6 Performance security.....	25
3.7 Inspections and tests.....	25
3.8 Payment.....	25
3.9 Prices.....	25
3.10 Assignment.....	25
3.11 Termination for default.....	26
3.12 Termination for insolvency.....	26
3.13 Termination for convenience.....	26
3.14 Resolution of disputes.....	26
3.15 Governing language.....	27
3.16 Force majeure.....	27
3.17 Applicable law.....	27
3.18 Notices.....	27

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

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

- (i) “The Contract” means the agreement entered into between the Kenya Railways and the Bidder, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (ii) “The Contract Price” means the price payable by the Kenya Railways under the Contract to the Bidder for the full and proper performance of the Contractual obligations
- (iii) “The Kenya Railways” means the organization offering the particulars of the Tender under this Contract
- (iv) “The Contractor” means the organization or firm procuring the particulars of Tender under this Contract.
- (v) “GCC” means the General Conditions of Contract
- (vi) “SCC” means the Special Conditions of Contract
- (vii) “Day” means calendar day

3.2. Application

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

3.3. Standards

3.3.1 The services provided under this Contract shall conform to the standards mentioned in the schedule of particulars of the Tender.

3.4. Use of Contract Documents and Information

3.4.1 The Contractor shall not, without the Kenya Railways’ prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Kenya Railways 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 Kenya Railways’ prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Kenya Railways and shall be returned (all copies) to the Kenya Railways on completion of the Contractor’s performance under the Contract if so required by the Kenya Railways.

3.5. Patent Rights

3.5.1 The Contractor shall indemnify the Kenya Railways 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 Bidders shall furnish to Kenya Railways 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 Kenya Railways as compensation for any loss resulting from the Bidders' 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 Kenya Railways and shall be in the form of Cash or bank guarantee, a letter of credit or insurance company guarantee approved by the Corporation.
- 3.6.4 The performance security will be discharged by the Kenya Railways and returned to the Contractor 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 Kenya Railways in the schedule of requirements and the special conditions of Contract

3.8. Payment

- 3.81. The method and conditions of payment to be made by Kenya Railways under this Contract shall be specified in the SCC
- 3.82. Payment shall be made promptly by Kenya Railways, but in no case later than sixty (60) days after submission of an invoice or claim to the Kenya Railways

3.9. Prices

- 3.9.1 Prices charged by bidder for particulars provided under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the Contractor in its Tender or in the Kenya Railways' 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 amendments signed by the parties.
- 3.9.2 Where Contract price variation is allowed, the variation shall not exceed 10% of the original Contract price.
- 3.9.3 Price variation requests shall be processed by the Kenya Railways within 30 days of receiving the request.

3.10. Assignment

- 3.10.1 The Contractor shall not assign, in whole or in part, its obligations under this Contract, except with the Kenya Railways' prior written consent.

3.11. Termination for Default

3.11.1 The Kenya Railways 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 Kenya Railways.
- (b) If the Contractor fails to perform any other obligation(s) under the Contract
- (c) If the Contractor in the judgment of the Kenya Railways has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

3.11.2 In the event the Kenya Railways 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 Kenya Railways for any excess costs for such similar services. However the Contractor shall continue performance of the Contract to the extent not terminated.

3.12. Termination for insolvency

3.12.1 The Kenya Railways 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 Kenya Railways.

3.13. Termination for convenience

3.13.1 The Kenya Railways 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 Kenya Railways's convenience, the extent to which performance of the Contractor under 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 Kenya Railways 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 Kenya Railways and the Contractor shall make every effort to resolve amicably by direct informal negotiations any 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 specified in the SCC.

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

3.1.1 Any notices given by one party to the other pursuant to this Contract shall be sent to the other party by post, Fax or Email and confirmed in writing to the other party's address specified in the SCC.

3.1.2 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 condition of Contract shall supplement the General Conditions of Contract. Whenever 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: N/A
3.8	Specify method Payments. Payments shall be made at the end of every Month (within 30 days) upon receipt and approval.
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

Note

Price quoted shall be inclusive of all applicable taxes.

SECTION V - SCHEDULE OF REQUIREMENTS

- 1) The Contract duration will be **24 months**. Payment will be made on monthly basis after the services have been rendered.
- 2) Payments of the monthly retainer will be upon certification by an officer from the Corporate Affairs Division that the deliverables for the month in question have been met satisfactorily as per the retainer work plan.
- 3) Payment for items other than the monthly retainer will be based on the works done upon submission of an invoice after certification by an authorized officer from the Corporate Affairs Division that services have been satisfactorily offered.
- 4) The amount involved should be a break-down of Unit cost and should be inclusive of all taxes where applicable.
- 5) The provided quantities can be used to indicate the expected volumes in one year.
- 6) The successful bidder will meet the cost of access passes for his employees, transport to venues, accommodation, meals, toll, parking charges and any other costs during execution of duty countrywide.
- 7) Kenya Railways will be at liberty to seek other providers of the items on the Schedule of Prices and will not be bound to give a reason for opting for a different provider

SECTION VI – DESCRIPTION OF SERVICES

TERMS OF REFERENCE FOR SELECTION OF PUBLIC RELATIONS AND ADVERTISING AGENCIES

SCOPE OF WORK

ACTIVITY	DESCRIPTION
CORPORATE COMMUNICATION STRATEGY	<p>The strategy is a yearly plan that incorporates the following:</p> <ol style="list-style-type: none"> 1. Communication and Public Relations Plan 2. Advertising 3. Media Plan 4. Digital Plan <p>The strategy developed must position the KR brand in a context or channel that is highly relevant to its target audience.</p>
BRAND AND REPUTATION MANAGEMENT	Ensure that corporate identity standards are managed through providing advice/guidance on sustainable brand/reputation management
CREATIVE CONCEPT DEVELOPMENT	Covering Corporate and brand (product) for the domestic and international market.
REVIEW OF BRAND MANUAL	Periodic review of the brand standards manual that dictated the use and application of the brand.
OUT DOOR CAMPAIGN	Design/Placement (Billboards/Wall branding/Ambient)
EVENT MANAGEMENT <i>Corporate Events/Media events/Exhibitions/Projects/Launches/CSR Campaigns among other</i>	Organize and manage events within stipulated time frames, undertake the identified activities within the allocated budget and ensure media coverage when necessary. This involves managing the event from inception to the end i.e. developing and execution of event plans, communication and advertising plans, media plans, and coordination during the event and preparation of reports after the event.
ACCOUNT MANAGEMENT	Continuous interaction with the Client and facilitation of work from client brief to creative implementation. Updates to management and the PR team through status meetings.
INFORMATION MANAGEMENT AND DISSEMINATION	Gather and package KR news and stories for dissemination to the public through appropriate media
INTERNAL COMMUNICATION	Developing and delivering effective internal communications that will aid customer satisfaction and organization reputation
PROJECT COMMUNICATION PLAN	Communication/Advertising plans for KR's projects
MEDIA MONITORING/TRACKING	<p>Monitor and track and provide daily briefs on media coverage, both corporate and industry not later than 8. 00 a.m. daily.</p> <ul style="list-style-type: none"> • KR mentions, • The Transport • industry related coverage in print, social media and

	<p>electronic media.</p> <p>Perform media intelligence by guiding on adverse media coverage.</p>
ISSUE & CRISIS COMMUNICATION	<p>Proactively identify and map out possible issues/risks that may lead to a crisis in the organization.</p> <p>Advise on how manage communication to mitigate the identified risks.</p>
PRODUCTION OF COMMUNICATION MATERIALS (Graphic Design & Scripting For Production)	<p>All communication materials emanating from the Corporation must reflect the corporate identity and adherence to brand guidelines</p> <p>Timely delivery of creative works. Must accommodate impromptu requests from time to time</p>
MEDIA MANAGEMENT	<p>Effectively manage media relations to ensure Corporation's visibility in local and international circles. Entails media buying and placement (print, electronic and digital). This will also include Social Media and Website management.</p>
REPUTATION MANAGEMENT	<p>Entails managing the public's perception of the KR brand through high level public relations, advertising and marketing initiatives in order to position KR as a successful brand.</p>
MONITORING AND EVALUATION	<p>Measurement of the bidder's performance is linked to the activities mapped out by the Corporation. Evaluation is a key component of the work process and aims to identify the impact of the communication outputs</p>

SECTION VII - STANDARD FORMS

Notes on the standard Forms

1. Form of Tender:

The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.

2. Contract Form:

The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.

3. Notification of Intention to Enter into Contract:

Bidders will be notified of the tender outcome after the evaluation process has taken place.

4. Confidential Business Questionnaire Form –

This form must be completed by the tenderer and submitted with the tender documents.

5. Tender Security Form:

When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the procuring entity.

6. Performance security Form:

The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.

7. Litigation History:

Bidders are required to declare any ongoing and previous litigations that the firm is or has undergone through.

Integrity Declaration

Must be filled and submitted during the tender submission.

8. Form RB1

Must be filled during the tender submission.

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 _____

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 intention to enter into contract.
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_____.

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. You will be required to give a 1% performance bond in form of a Bank Guarantee from bank registered in Kenya, prior to Contract signing.
5. Please note that this Notification does not constitute a contract.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part _____ General:

Business _____ Name

.....
.....

Location _____ of _____ Business _____ Premises

.....

Plot No. Street/Road

.....

Postal Address Tel./No.....

.....

Fax Email

Nature _____ of _____ business

.....

.....

Registration Certificate No.

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

.....

Name of your bankers Branch

.....

Part 2(a) – Sole Proprietor:

Your name in full Age

.....

Nationality Country of origin

.....

Citizenship details.....

.....

Party 2(b) – Partnership
 Give details of partners as follows

No	Name	Nationality	Citizenship Details	Shares
1				
2				
3				
4				
5				

Part 2(c) – Registered Company:

Private _____ or _____ public

.....

State the nominal and issued capital of the company:–

Nominal Kshs:

Issued Kshs:

Give details of all directors as follows

No	Name	Nationality	Citizenship Details	Shares
1				
2				
3				
4				
5				

Date..... Signature of Tenderer

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

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]

(Hereinafter called "the Tenderer").....

KNOW ALL PEOPLE by these presents that WE.....Of.....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 offor 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)

BANK GUARANTEE FOR ADVANCE PAYMENT

To.....[name of tender].....

Gentlemen and/or Ladies:

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

[name and address of tenderer][hereinafter called "the tenderer"] shall deposit with 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 there under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid 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]

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]

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

FORM 7: 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.

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

Authorized Persons Signature and Rubber Stamp of tenderer

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. 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.
 - d) Statements required according to subparagraphs (b) and (d) of this paragraph will have to be certified by the company's Chief Executive Officer, or other appropriate senior corporate officer.
4. Tenders which do not conform to these requirements shall not be considered.
5. If the successful Tenderer fails to comply with its No-bribery commitment, significant sanctions will apply. The sanctions may include all or any of the following:
 - a) Cancellation of the contract;
 - b) Liability for damages to the public authority and/or the unsuccessful competitors in the Tendering possibly in the form of a lump sum representing a pre-set percentage of the contract value (liquidated).

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

FORM 8: ANTI-CORRUPTION DECLARATION COMITMENT/ PLEDGE

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

I/We/Messrs.....

of Street, Building, P O Box.....

.....

Contact/Phone/E mail.....

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

I/We.....

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

Tender/Tender No

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

Authorized Signature.....

Name and Title of Signatory.....

Stamp.....

FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION

NO.....OF.....20.....BETWEEN.....APPLICANT AND.....RESPONDENT (*Procuring Entity*)

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

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary