



TENDER DOCUMENT

FOR

**PROVISION OF CLEANING, FUMIGATION, SANITARY, GARDENING
AND GARBAGE DISPOSAL SERVICES AT RAILWAYS TRAINING
INSTITUTE SOUTH B CAMPUS AND TOWN CAMPUS**

**RESERVED
SPECIAL GROUPS**

TENDER NO. KRC/PLM/017/2017-2018

**CLOSING DATE: TEUSDAY 20TH FEBRUARY, 2018
CLOSING TIME: 2:30 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.....	24
SECTION IV SPECIAL CONDITIONS OF CONTRACT.....	29
SECTION V SCHEDULE OF REQUIREMENTS.....	30
SECTION VI DESCRIPTION OF SERVICES	31
SECTION VII STANDARD FORMS.....	40

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 firms for Provision of Cleaning and Sanitary Services to the Kenya Railway Estates.

SECTION I

INVITATION FOR TENDERS

Tender Reference No. KRC/PLM/017/2017-2018

Tender Name: Provision of Cleaning, Fumigation, Sanitary, Gardening and Garbage Disposal Services at Railways Training Institute South B Campus and Town Campus.

- 1.1 The Kenya Railways Corporation invites sealed tenders for the **Provision of Cleaning, Fumigation, Sanitary, Gardening and Garbage Disposal Services at Railways Training Institute South B Campus and Town Campus.**
- 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 90 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, 2017** at **2.30 pm.**
- 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.....	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.....	8
2.13 Validity of Tenders.....	10
2.14 Format and Signing of Tenders.....	10
2.15 Sealing and Marking of Tenders.....	10
2.16 Deadline for Submission of Tenders.....	10
2.17 Modification and Withdrawal of Tenders.....	11
2.18 Opening of Tenders.....	11
2.19 Clarification of Tenders.....	11
2.20 Preliminary Examination.....	12
2.21 Conversion to Single Currency.....	12
2.22 Evaluation and Comparison of Tenders.....	12
2.23 Contacting the Procuring Entity.....	13
2.24 Post-Qualification.....	13
2.25 Award Criteria.....	14
2.26 Procuring Entity's Right to Accept or Reject any or all Tenders.....	14
2.27 Notification of Award.....	14
2.28 Signing of Contract.....	15
2.29 Performance Security.....	15
2.30 Corrupt or Fraudulent Practices.....	15

SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and sub-Contractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall be **Kshs.1,000/=**
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of Tender Document

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
- (i) Instructions to Tenderers
 - (ii) General Conditions of Contract
 - (iii) Special Conditions of Contract
 - (iv) Schedule of Requirements
 - (v) Details of Insurance Cover
 - (vi) Form of Tender
 - (vii) Price Schedules
 - (viii) Contract Form
 - (ix) Confidential Business Questionnaire Form
 - (x) Tender security Declaration Form
 - (xi) Performance security Form
 - (xii) Letter of Notification of Award

(xiii) Integrity Form

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

2.4 Clarification of Tender Documents

2.4.1 A Candidate making inquiries of the tender documents may notify the Procuring entity by post, fax or by email at the procuring entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

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

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

2.5 Amendment of Tender Documents

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

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

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

2.6 Language of Tenders

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

2.7. Documents Comprising the Tender

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

2.8. Form of Tender

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

2.9. Tender Prices

- 2.9.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

2.10. Tender Currencies

- 2.10.1 Prices shall be quoted in Kenya Shillings

2.11. Tenderers Eligibility and Qualifications

- 2.11.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.
- 2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12. Tender Security

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

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

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

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

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

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

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

2.18. Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.18.3 The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of Tenders

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

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

2.20 Preliminary Examination and Responsiveness

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

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

2.20.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

2.21. Conversion to Single Currency

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

2.22. Evaluation and Comparison of Tenders

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

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

- (a) operational plan proposed in the tender;

- (b) deviations in payment schedule from that specified in the Special Conditions of Contract

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

- (a) Operational Plan

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

- (b) Deviation in payment schedule

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

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

2.23. Contacting the Procuring Entity

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

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

2.12 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

Instructions to tenderers (ITT)	Particulars of appendix to instructions to tenderers
2.1	Eligible Tenderers
2.1.1	Eligible Tenders: Open to Special Group
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	There will be no tender security, bidders are required to Fill and Sign the Tender Security Declaration Form
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 Procurement Manager, Kenya Railways Headquarters, Haile Selassie Avenue Block C, First Floor. Nairobi
2.15.3	Do not open before: Tuesday 20th February, 2017 at 2.30hrs
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, 2017 at 2.30hrs 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 53
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 contract 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 A

Evaluation Criteria

a) Preliminary Evaluation (Mandatory)

PRELIMINARY EVALUATION		
A	MANDATORY REQUIREMENTS (MUST COMPLY)	Mandatory
1	Registration certificates/ Incorporation certificate under the companies Act.	
2	Copy of Valid KRA Tax Compliance certificates	
5	Filled and signed the Tender Security Declaration Form provided in the Tender Document	
6	Valid Special Group Certificate (AGPO) from the National Treasury	
7	Completed, signed and stamped confidential Business Questionnaire indicating the names and ownership of all the Directors as appropriate	
8	Audited accounts for any of the last 2 years consecutively as applicable (2014,2015,2016)	
9	Insurance Cover for Employees (Evidence of Insurance cover for current employees i.e Workman Injuries Benefits Cover (WIBA)	
10	Copy of current NHIF Compliance Certificate and Certified copy of returns for the last three months	
11	Copy of current NSSF Compliance Certificate for the employees and Certified copy of returns for the last three months	
12	Litigation History declaration form must be filled, signed and Stamped even where there is non-existing cases	
13	Bidder must fill, Sign & stamp the Integrity Declaration Forms provided in the Tender Document	
14	Bidders should have their documents paginated (Serialized) to ensure compliance with section 74 (1) (i) of the Public Procurement Assets and Disposal Act, 2015.(In format 1,2,3,4,..... Last page)	
15	Bidders must Fill, Sign & Stamp their Form of Tenders	
16	Bidder MUST submit 1 original copy & 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 Criteria

S/No	REQUIREMENT	SCORE
1	<p>Experience of The Firm (FORM X Provided) – 30 Marks</p> <p>(a) Provide Evidence that the firm has offered similar services to at least Five (5) Corporate clients with contract values of Kshs.2,000,000.00 and above in the last five(5) years .</p> <ul style="list-style-type: none"> • Each qualifying Assignment valued at Kshs.2 Million (4 Marks each) • Assignment below Kshs.2 Million (0marks) <p>(b) As proof bidder should provide.</p> <ol style="list-style-type: none"> i) Contract documents for each (4 Marks each) ii) Original Reference Letters/ Recommendation letter addressed to the Managing Director - KR for the assignment listed above from the 3 firms listed above. (4marks each) 	<p>12 Marks</p> <p>24 Marks</p>
2	<p>Qualification of Keys Staff (CV in Format Provided FORM W) – 20 Marks</p> <p>a) Bidder must provide CV, Copy of Academic Certificates (and a commitment to provide Good Conduct Certificate for the proposed staff) for each of the following Key Staff;</p> <ol style="list-style-type: none"> i) Operations Manager - 5 Marks 5 Years relevant working experience (2Mk) Degree /Diploma in House Keeping or related course(2Mk) CV in the format provided (1Mk) ii) Supervisor - 4 Marks 3 Years relevant working experience (2Mk) Diploma in House Keeping (1Mk) CV in the format provided (1Mk) iii) Head Cleaner - 3 Marks 2 Years relevant working experience (1Mk) Certificate in House Keeping (1Mk) CV in the format provided (1Mk) <p>b) Provide Organization Chart to show how the proposed staff fit in the organization (2 Marks)</p> <p>c) Provide Training program/Curriculum for staff (3 Marks)</p> <p>d) Provide evidence of Training for staff in the past (3 Marks)</p>	<p>20 Marks</p>
3	<p>Methodology and Work Plan (FORM Y Provided) – 30 Marks</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's and feedback to Employer on incidents format, operational and solid waste management plan</p> <p>Award of Scores</p> <p>The bidders principle of work statement will be scored as per the following:-</p> <ol style="list-style-type: none"> a) Details of how work will be performed managed and reported (5marks) b) Supervision Plan and Frequency (6marks) 	<p>30 Marks</p>

	c) Proposed Back up, recruitments and replacement (6mrks) d) Feedback and reporting to the client (5marks) e) Operational and solid waste management plan (5marks) f) Risk management; A brief explanation on measures to be taken on tenderers on the event that services are not provided because of unforeseen circumstances such as strikes by employees, riots etc (5 Marks: 1mark for each measure proposed)	
4	Equipment and Materials (FORM Z Provided) – 20 Marks i) Provide Evidence of adequacy of equipment e.g. vehicles, tools etc, their location and evidence of ownership/ leasing (5Marks). As Proof attach copies of logbooks and photographs of the vehicles branded with the companies' name (5marks) ii) Provide an undertaking (Written Statement) to provide back up for both Equipment and vehicles & provide assurance of routine and satisfactory maintenance to ensure that they are in good working condition at all times.(5 Marks) iii) Statement under taking to use environmental friendly products (4mks)	20 Marks
	TOTAL	100 Marks

NOTE:

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 **Least Cost 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.

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: _____

Full name of authorized representative: _____

FORM X

RELEVANT EXPERIENCE OF THE FIRM

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

Using the format below, provide information on each assignment for which your firm was legally contracted (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:

- **Contract**
- **References/ Recommendation Letters**

For each assignment listed.

FORM Y

METHODOLOGY AND WORK PLAN

DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

1. Methodology

2. Work Plan and Key Performance Indicators(mks)

Form

Z

Equipment

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)

(15MKS)

- ✓ Attach maintenance schedules for all the equipment and vehicles.

MATERIALS

- ✓ Bidder should proof that the materials being used are environmentally friendly, attach certificate from relevant agencies e.g NEMA.

SECTION III GENERAL CONDITIONS OF CONTRACT

Table of Clauses

	Page
3.1 Definitions.....	25
3.2 Application.....	25
3.3 Standards.....	25
3.4 Use of Contract Documents and Information.....	25
3.5 Patent Rights.....	26
3.6 Performance Security.....	26
3.7 Delivery of Services and Documents.....	26
3.8 Payment.....	26
3.9 Prices.....	26
3.10 Assignment.....	27
3.11 Termination for Default.....	27
3.12 Termination for Insolvency.....	27
3.13 Termination for Convenience.....	28
3.14 Resolution of Disputes.....	28
3.15 Governing Language.....	28
3.16 Applicable law.....	28
3.17 Force Majeure.....	28
3.18 Notices.....	28

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

3.2.1 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 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

- 3.81. The method and conditions of payment to be made to the Contractor under this Contract shall be specified in SCC
- 3.82. 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 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 it's 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: N/A
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's necessary as	Complete as necessary

Note

Price quoted shall be inclusive of all applicable taxes

SECTION V - SCHEDULE OF REQUIREMENTS

- 1) Services to be provided as specified in the schedule of requirements tabulated below.
- 2) The Contract duration will be **24 months**. Payment will be made on monthly basis after the services have been rendered
- 3) Human and Environmentally Friendly Cleaning products to be used.

SECTION VI – DESCRIPTION OF SERVICES

1. Cleaning, Fumigation, Sanitary, Gardening, Garbage Collection and Disposal Services for Kenya Railways Corporation Headquarters AND OTHER Railway stations.
2. Bidders to indicate in details their methodology of their operational plan of action for carrying out the work.
3. List of References including:
 - i. At least Five (5) reputable Corporate Clients dealt with in similar work for the last five (5) years
 - ii. Attach Contract Award/ Completion Certificate, Reference letters and recommendation letters from the references as above
4. Detailed Company Profile:
 - i. Office accommodation and office facilities
 - ii. Age
 - iii. Size
 - iv. Number of vehicles
 - v. Total Personnel strength
 - vi. Office space
 - vii. Number of branches in the country
 - viii. List of company Directors and shareholding
 - ix. Any other relevant information
5. Eligible Bidder must indicate and give evidence of their cleaning Personnel strength. Please indicate the number of employees to be allocated per every station/region.
6. The equipment's must be serviceable and must comply with specified requirements and standards.
7. The Corporation shall maintain a monthly report signed/ticked by its representative measuring the performance of the contractor against the specifications provided for this tender. A copy shall be provided to the contractor who must attach it to submit with his monthly invoice.
8. The Personnel must be clean, in uniform, in protective gear, presentable and highly disciplined. Samples of the uniform and protective gear (PPE – Personal Protective Equipment) to be shown (pictorial presentation).
9. The Personnel should also be literate and able to express themselves in English and Kiswahili language.
10. Bidders to confirm that their Personnel will never appear in the working place under the influence of alcohol or other harmful drugs/substances.

11. Bidders to confirm that chemicals and other equipment and materials used must be environmentally friendly.
12. Bidders to submit C.V'S , Professional Certificates, Good Conduct Certificate and Academic Certificates of the key personnel which should include among others the following:
 - i. Chief Executive officer of the Firm
 - ii. Operations Manager
 - iii. Supervisor
 - iv. Head CleanerOnly staff with the required all the required documents will be evaluated
13. Bidders should clearly indicate the following:
 - i. Number of ongoing contracts/Completion dates
 - ii. Value of the contracts
14. Bidders to confirm that their **CLEANING** staff will be are employed in compliance with the Employment Act and in particular indicate:
 - i. Salaries – indicate the rate (**Attach Latest Three Months Pay slips for at least Three Different Cleaners**)
 - ii. House allowances – indicate the rate
 - iii. Off duties – give indications
 - iv. Other allowances – give details and amounts.
 - v. Other staff benefits
 - vi. Indicate the date when the staff is paid their salaries every month.
15. The successful Bidder will be required to furnish a performance security amounting to 1% of the contract sum
16. The Bidder must obtain certified proof (signed by KR representative) of having visited all locations for survey
17. The Bidder should have the capacity and ability to be called upon after agreeing on additional payment requirements.
18. KR may visit the Bidder's premises to ascertain the compliance and capacity of the firm to undertake the job.
19. Proof of training programmes and schedules for the key personnel and cleaning Personnel. This should include:
 1. Pre-service-give details including the schedules, the trainer and where training is conducted.
 2. In-service-give details including the schedules, the trainer and where training is conducted

20. Proof of insurance cover including:

- I. Group Cover for staff
- II. Indemnity against risk
- III. Workman Injuries Benefit Cover (WIBA)

21. Proof of back-up System to ensure smooth operations all the time.

22. All firms tendering must provide Valid Certificate of Good Conduct for their Key staff from the Police Department.

23. List of equipment and material to be used for the services (Description and quantities applicable)

24. Bidder should indicate the number of employees to be deployed for this assignment.

Terms of References/Specifications

Specifications for the provision of cleaning, sanitary, fumigation, gardening, garbage, collection and disposal services at the Railways Training Institute South B Campus, Town Campus and Marine School Kisumu.

The **Bidder must state in the third column** whether he or she complies with the tasks requires

NO	DESCRIPTION OF TASK	COMPLY/NOT COMPLY (State whether you shall comply or not with each task)
1.	<p>Areas to be covered for the purposes of cleaning and sanitation services include:</p> <p>(a) All common areas including corridors and floors. (b) All offices and utility room within the buildings (c) All toilets, hand wash basins, urinary facilities, toilet ducts and fixtures within toilet cubicles. (d) All garbage chutes. (e) Cleaning of classrooms, conference rooms and lecture halls. (e) Cleaning all windows.</p>	
2	<p>Cleaning shall be conducted as follows:</p> <p>(a) Reception areas, Verandas, Floors:</p> <ul style="list-style-type: none"> • <u>Terrazzo/PVC, Cement</u> <p>To be swept/ ,and mopped daily except weekends</p> <ul style="list-style-type: none"> • <u>All floors</u> <p>Swept/buffed daily except weekends Stripped/waxed once a month.</p> <p>(b) Offices</p> <ul style="list-style-type: none"> • <u>Furniture/Telephones</u> <p>Dusting and damp wiping daily except weekends.</p> <ul style="list-style-type: none"> • <u>Carpets</u> <p>To be swept daily except weekends Hovering daily. Shampooing once every month</p> <ul style="list-style-type: none"> • Walls and windows <p>Cleaning and dusting and removal of cobwebs from wall and windows daily.</p> <p>(c) Toilets</p> <ul style="list-style-type: none"> • To be cleaned, sprayed during every cleaning session and manned at all times. • Provision, emptying and replacing of sanitary bins for all ladies toilets twice a month. 	

	<ul style="list-style-type: none"> • Urinals shall be supplied with moth balls which shall be replenished as soon as the need arises or at exhaustion. • Apply stain remover on floor tiles. • Clean wall and tiles • Ensure all toilets are free from any foul or an pleasant odours <p>(d) Cleaning of classrooms and Computer labs</p> <ul style="list-style-type: none"> • To be swept and moped every day. • Wall and windows to be cleaned every day. • Remove cobwebs on need daily basis. • Clean all gutters within the Institute on monthly basis. 	
3	Air fresheners, disinfectants, detergents, brooms, buckets, mops, furniture and window cleaners, braso, carpet shampoo, stain removers, high dusters, scrubbing machine and brushes, soap dispensers, hovers and all cleaning tools and accessories utilized shall be supplied by the Contractor.	
4	The Contractor shall provide liquid or hand washing soap in all washrooms.	
5	The Contractor shall provide all his/ her workers with appropriate personal protective clothing, equipment and identification cards for the purposes of this contract. The contractor shall have a minimum number of 35 staff inclusive of supervisors.	
6	The Contractor shall be prepared to be called on short notice at any time to attend to any emergency assignment related to the services in question.	
7	The contractor shall supply and maintain garbage collection bins along all common areas, including the three kitchens Minimum 50 aluminum bins.	
8	The contractor shall perform these services with the highest standard of professional and ethical competence. and comply with a. Providing Personal Protective Equipment for its employees b. Providing Identification cards/ tags to be worn throughout while at the premises for its employees	
9	The Contractor shall notify RTI of any situation beyond his/her obligations in which his/her services are rendered from being inconsistent with the highest standards of custodial service industry. RTI shall undertake corrective measures.	
10	The Contractor shall perform the services as an independent Contractor under the general guidance of the Institute and neither the Contractor nor his employees shall act as agents or employees of the Institute.	
11	The contractor shall be prepared to be called on short notice at any time to attend to any emergency assignment related to the services offered	

TECHNICAL SPECIFICATIONS FOR GARDENING AND COMPOUND UPKEEP SERVICES FOR RTI SOUTH 'B' CAMPUS AND TOWN CAMPUS

No	DESCRIPTION OF TASK Areas to be covered for the purposes of landscaping and gardening services include.	COMPLY/NOT COMPLY (State whether you shall comply or not with each task)
1.	Playground: Maintain /plant additional Kikuyu grass in playground (B) and ensure that all fields are well maintained. Watering two times a day- Morning and evening during the dry season . Cut grass once in a week at the minimum.	
2.	Kilimanjaro Grounds: Landscaping Kilimanjaro grounds to make it level and conducive for Hiring purposes (i.e. weddings and private functions). Maintain and Plant trees and flowers that will create good ambience along the hostels. Trimming of trees and replacing dead plants where necessary. Grass to be cut twice a week in rainy seasons and once in dry season at the minimum on the entire Kilimanjaro grounds up to the fence.	
3.	Entire Compound: Maintenance and Continuous planting of carefully selected indigenous and exotic trees and supplement the existing trees and plants as and when required. Remove termites and Anthills, pick leaves and litter. Collect leaves and litter on daily basis and as need may arise; treat termites after every 4 month and whenever they may come up. Plant additional 200 trees around the compound and as may be required from time to time.	
4.	Dinning Hall, Hostels, Kitchen Areas , Staff Quarters, Stores ,mechanical offices and dispensary Cutting grass weekly , planting flowers to maintain a balanced cover, Maintenance and Continuous planting of additional flowers on ornamental shrubs and landscaping.	
5.	Manure: Apply manure in areas that have flowers ground covers ornamentals and trees to help enhance growth of the plants and flowers. Manure to be applied after every six month on the entire flower cover and young trees.	
6.	Administration Block: Maintain assorted flowers ground covers and additional ornaments shrubs that will create a hedge. At conference hall add flower pots with attractive flowers, maintain flowers in pots at administration/reception area. Grass to be cut twice in a week during the rainy seasons and once during the wet season . Irrigation of flowers and grasses to be done twice during the dry seasons. Keep the frontage green at all times.	

7.	Graduation square and Civil engineering square: Maintain assorted flowers ground covers and additional ornaments shrubs that will create a hedge. At graduation square add flower to the pots with attractive flowers, maintain flowers in pots at the graduation and civil square. Grass to be cut twice in a week during the rainy seasons and once during the wet season . Irrigation of flowers and grasses to be done twice in a day during the dry seasons . Keep the frontage green at all times	
8.	Gate B: Maintain areas around the gate to create a good ambience. Cut grass and trim the trees around the entire area of gate B.(overseer classes). Grass should be cut once in a week but twice during rainy seasons.	
9.	Road From Main Gate: Continuous maintenance augments existing shrubs with assorted ground covers to reduce the evaporation and retain moisture and flowers where necessary. Advice management on areas that require repairs on the road.	
10.	Irrigation: Effect irrigation in areas such as playgrounds, open fields at graduation square, and Kilimanjaro grounds, flower gardens tree areas and central square to ensure the compound remains green all the time. Irrigation should be done twice in a day during the dry season.	
11.	Fence: Maintain Bouengevelia as a cover on fence by introducing new plants and repair all the dead areas . Also introduce trees as wind breakers. Trimming of fence and cutting of grass along the fence and around all staff quarters.	
12.	Workshop Areas along the railway line: Ensure classroom, offices, Walls and windows are Cleaned and dusted. <ul style="list-style-type: none"> • Removal of cobwebs from the walls and windows every day. Maintain cleanness in the surrounding environments. Ensure the drainage systems in the whole compound are clear at all times to avoid blockage Cut the grass on a weekly basis during the rainy season and as may be required during the dry season. Trim trees on regular basis , clearing of grass from the tracks and keep the tracks with muram at all times.	
13.	Athletic Track & Hockey Court and Long Tennis Court: Maintain the ground and mark them when required. Introduce more gravel as may be required. The track should always remain without any grass.	
14.	Town Campus: Planting of flowers and plants at Town campus and general landscaping and gardening of the environment around classrooms. Grass to be cut and maintained on weekly basis at the minimum.	

16.	The Contractor shall perform these services with the highest standard of professional and ethical competence and comply with a. Providing Personal Protective Equipment for its employees b. Providing Identification cards/ tags to be worn throughout while at the premises for its employees	
17.	The Contractor shall notify RTI of any situation beyond his/her obligations in which his/her services are rendered from being inconsistent with the highest standards of custodial service industry. RTI shall undertake corrective measures.	
18.	The Contractor shall perform the services as an independent Contractor under the general guidance of the Institute and neither the Contractor nor his employees shall act as agents or employees of the Institute.	
19.	To be removing, transporting and disposing of Organic/solid waste weekly from the institute's dumping site and kitchens Ensuring the dumpsite is free of smell or any pest infestation especially after collection.	
20.	The services in question shall be carried out between 7.00 am in the morning to 5.00 pm weekdays and 7.00am to 1.00pm on weekends	
21.	The contractor shall be prepared to be called on short notice at any time to attend to any emergency assignment related to the services offered	

TERMS OF REFERENCE (TOR) FOR WASTE MANAGEMENT RAILWAY TRAINING INSTITUTE (RTI)

Scope of Work

During the term of this contract, the service provider shall clear and dispose of the existing organic waste at dumpsite and provide bin for subsequent collection of waste for transportation and disposal.

Waste Removal and Disposal Services

The service provider will be required to ensure timely removal and proper disposal of, dump site organic waste at most twice a week at the start of the contract and twice a month in the subsequent months.

Onsite Waste Management

The contractor shall ensure:-

Waste management areas (dumpsite) must be at all times be free of smell or any pest infestation especially after collection

Project Timelines

The appointed service provider will be required to start immediately after signing the contract and provide the services for a period of six (6months). The Institute reserves the right to extend the term of appointment for a longer period but not beyond five (7) months.

Waste Accreditation Permit

The service provider must have a valid Waste Accreditation Permit to collect and transport general waste, issued by NEMA in line with waste regulation of 2006.

The service provider must provide proof of a valid Waste Accreditation Permit.

Registration

The service provider must provide proof of registration with NEMA licensed waste handler to transport waste to be disposed of.

Statutory and Regulatory Compliances

The service provider must always ensure compliance with all regulations (e.g. Health & Safety Regulations) governing this service for the duration of the contract

Service Provider Experience

The service provider must demonstrate relevant experience in providing similar Waste Management services (on-site waste management and waste removal/ transportation) to commercial/ corporate establishments.

They shall also be prepared to be called on short notice at any time to attend to any emergency assignment related to the services offered

The service provider must provide three (3) references for rendering similar waste management services to commercial/corporate establishments in the past 5(five) years

Capacity/ Equipment

The service provider must have capacity in terms of the necessary equipment to render the required service effectively. The service provider is required to provide the following information:

- Details of the trucks owned by the service provider i.e. types of trucks, Quantity of trucks, proof of ownership
- A copy of lease/rental agreement for trucks if not owned by the service provider. The agreement should clearly indicate the types of trucks and quantities

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. **Price Schedule Form:**
The price schedule form must similarly be completed and submitted with the tender and the total amount transferred to the form of tender.
3. **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.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **Tender Security Declaration 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. **Viewing Certificate**
Tenderers SHALL provide a viewing Certificate duly signed by the Corporation representative
8. **Litigation History:**
Bidders are required to declare any ongoing and previous litigations that the firm is or has under gone through.
9. **Integrity Declaration**
Must be filled and submitted during the tender submission.
10. **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 _____

PRICE SHEDULE

PRICE SCHEDULES FOR CLEANING, SANITARY, GARDENING AND COMPOUND UPKEEP SERVICES

	NATURE OF SERVICE & LOCATION	MONTHLY PRICE (Kshs.)	ANNUAL PRICE (Kshs.)
1.	Cleaning & Sanitary services as per specifications		
2.	Fumigation services; Minimum quarterly in a year for the all hostels and kitchens and compound		
3..	Gardening and compound upkeep as per specifications.		
4	Garbage Collection and Disposal as per the specifications		
	TOTAL		

N/B

Quoted Prices must be inclusive of all taxes

NOTE:

- a) In case of discrepancy between unit price and total, the unit price shall prevail.
- b) Tenderers should arrange during normal working hours to view and access the scope of work before quoting.

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 DECLARATION FORM

Date.....

TENDER NO.....

TO.....

1. We understand that, according to your conditions, bids must be supported by a Bid-Security Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of starting on,if we are in breach of our obligation(s) under the bid conditions, because we:-
 - a) have withdrawn our Bid during the period of bid validity specified by us in the Biding Data Sheet or
 - b) having been notified of the acceptance of our Bid by the Purchase during the period of bid validity,
 - a) Fail or refuse to execute the Contract.
3. We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of;
 - i. Our receipt of a copy of your notification of the name of the successful Bidder; or
 - ii. Thirty (30) days after the expiration of our Tender validity period.
4. We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid and if the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as naked in the letter of intent.

SIGNED:.....in the capacity of

NAME:

Duly authorized to sign the bid for and on behalf of:.....

Dated on..... day of20...

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)



VIEWING CERTIFICATE

PROVISION OF GENERAL CLEANING, SANITARY, FUMIGATION GARDENING, GARBAGE COLLECTION AND DISPOSAL SERVICES

TENDER NO.....

1. The tenderer shall view all cleaning areas under the guidance of KRC personnel.

I hereby certify that I have viewed all cleaning areas as required under the schedule of requirements. Tender No: KRC/PLM/066/16 -17 for the following areas:-

Bidders will indicate the campus they have viewed and have them signed by the corporation representatives in those areas.

(a) Railways Training Institute Town Campus

DESIGNATED OFFICER.....

SIGN.....DATE..... STAMP.....

(b) Town Campus

DESIGNATED OFFICER.....

SIGN..... DATE.....STAMP.....

1) TENDERERS NAME.....

SIGN.....DATE.....STAMP

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

LITIGATION HISTORY

Name of Contract Supplier

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

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.

d) Within six months of the completion of the performance of the contract, the successful Tenderer will formally certify that no bribes or other illicit commissions have been paid. The final accounting shall include brief details of the goods and services provided that they are sufficient to establish the legitimacy of the payments made.

e) Statements required according to subparagraphs (b) and (d) of this paragraph will have to be certified by the company's Chief Executive Officer, or other appropriate senior corporate officer.

4. Tenders which do not conform to these requirements shall not be considered.

5. If the successful Tenderer fails to comply with its No-bribery commitment, significant sanctions will apply. The sanctions may include all or any of the following:

a) Cancellation of the contract;

b) Liability for damages to the public authority and/or the unsuccessful competitors in the Tendering possibly in the form of a lump sum representing a pre-set percentage of the contract value (liquidated).

6.Tenderers shall make available, as part of their Tender, copies of their anti-Bribery Policy/Code of Conduct, if any, and of their-general or project - specific - Compliance Program.

7.The Government of Kenya has made special arrangements for adequate oversight of the procurement process and the execution of the contract, and has invited civil society and other competent Government Departments to participate in the oversight. Those charged with the oversight responsibility will have full access to all documentation submitted by Tenderers for this contract, and to which in turn all Tenderers and other parties involved or affected by the project shall have full access (provided, however, that no proprietary information concerning a Tenderer may be disclosed to another Tenderer or to the public).

ANTI-CORRUPTION DECLARATION 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*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary