



KENYA RAILWAYS CORPORATION

**INVITATION TO TENDER
FOR**

**SUPPLY, INSTALLATION, CONFIGURATION AND COMMISSIONING OF
EQUIPMENT & LICENCES FOR ENHANCEMENT OF KR IT SECURITY
INFRASTRUCTURE**

TENDER NO. KRC/PLM/034/2017-2018.

**CLOSING DATE: 27th APRIL 2018.
TIME: 10.00AM**

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

APRIL, 2018

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INTRODUCTION

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

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

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

The Corporation wishes to engage a qualified firm to Supply, Install, Configure and Commission Equipment's and Licenses for Enhancement of IT Network Security Infrastructure.

SECTION I - INVITATION FOR TENDER (IFT)

Tender No. KRC/PLM/034/2017-2018.

Tender Name: Supply, Installation, Configuration and Commissioning of Equipment's and Licenses for Enhancement of IT Network Security Infrastructure

1. The Kenya Railways Corporation hereinafter referred as "Procuring entity" intends to invite eligible candidates for the following Tender to upgrade its IT network security infrastructure.
2. The Tender is open to persons with the legal capacity to enter into a contract for the procurement, not insolvent, in receivership, bankrupt or in legal proceedings related to the foregoing.
3. Eligible candidates may obtain the Tender documents from the Offices of **The Procurement Manager, Kenya Railways Headquarters. Block C, First Floor during normal office working hours upon payment of a non-refundable fee of Kshs.1000.00. or** Kenya Railways Website. Downloaded or soft copies of tender document will be free of charge.
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.
5. The tenderers must submit together with their tender documents, a security bond of Ksh.500,000.00
6. Applications for Tenders must be submitted enclosed in plain sealed envelopes marked with the tender name and reference number and deposited in the **tender box at the Ground floor, Kenya Railways Headquarters, and Block C, Ground floor** during normal working hours on or before **Friday 27th April 2018 at 10:00hrs.**
7. Tenders will be opened immediately thereafter in the presence of the Candidates' representatives who choose to attend at the Kenya Railways Headquarters, Block C – Sattima Conference
8. This Tender will be valid for 90 calendar days from the date of opening of the Tenders.
9. No bid will be accepted after those submitted in accordance to clause 6 above.

Lucy Njoroge
Procurement & Logistics Manager

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SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the 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 relative (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 subcontractors) 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 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 tender document shall be charged Kshs. 1,000.00 (one thousand).
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.2.4 Contents of tender documents

- 2.2.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
- i) Invitation to Tender
 - ii) Instructions to tenderers
 - iii) General Conditions of Contract
 - iv) Special Conditions of Contract
 - v) Schedule of Requirements
 - vi) Standard Forms
 - vii) Price schedules
 - viii) Contract form
 - ix) Confidential business questionnaire form
 - x) Tender security form

- xi) Performance security form
- xii) Principal's or manufacturers authorization form
- xiii) Declaration form

2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications 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.

2.3 Clarification of Documents

2.3.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the 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 no later than seven (7) days prior to the deadline for the submission of 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 prospective tenderers who have received the tender documents"

2.3.2. 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 Amendment of documents

2.4.1. 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.

2.4.2. 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.

2.5 Language of tender

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

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

2.8 Form of Tender

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices 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 The 'Commission 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 Tender will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers. Prices quoted in other currencies other than the Kenya Shilling shall be converted using the selling exchange rate prevailing on the date of tender closing provided by the central bank of Kenya

2.11 Tenderers Eligibility and Qualifications.

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

2.11.2 The documentary evidence of the tenderers 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 Invitation to tender.

2.12.2 The tender security shall not be more than 2% of tender price.

2.12.2 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

2.12.3 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency and shall be in the 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.

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.20

2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.

2.12.6 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.

2.12.7 The tender security may be forfeited:

(a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring entity on the Tender Form;

or

(b) In the case of a successful tenderer, *if* the tenderer fails:

(i) to sign the contract in accordance with paragraph 2.26
or

(ii) to furnish performance security in accordance with paragraph 2.27

(c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 90 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, 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 may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

2.14.1 The tenderer shall prepare 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 unamended 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 each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The

envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the invitation to tender

(b) bear, tender number and name in the invitation to tender and the words: "DO NOT OPEN BEFORE Friday 27th April, 2018 at 10.00Hrs"

2.15.3 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 no later than Friday 27th April, 2018 at 10.00hrs.

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 6, 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 in the tender box shall be received by the procuring entity as provided for in the appendix.

2.17 Modification and withdrawal of tenders

2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tender's is received by the procuring entity prior to the deadline prescribed for the 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 cable, 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 specified by the tenderer on the Tender Form. Withdrawal of a tender during

this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 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.

2.18 Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at 10.00am on Friday 27th April, 2018 and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.3 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.

2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the 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 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.

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 securities 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 may be 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 nonconformity 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 23, 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 a 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 comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 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 2.22.4 and in the technical specifications:

(a) operational plan proposed in the tender;

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

2.22.4 Pursuant to paragraph 22.3 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 a 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.

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

2.22.6 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.

2.23. 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 Award of Contract

a) Post qualification

2.24.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the highest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer's 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 2.1.2, 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.

b) **Award Criteria**

2.24.3 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.

2.24.4 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 tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

2.24.5 The KRC reserves the right at the time of the contract, or even after, to increase or decrease the scope of service without any change in terms and conditions.

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

2.25 Notification of award

2.25.1 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.

2.25.2 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 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

2.26.1 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.

2.26.2 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.

2.26.3 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.

2.27 Performance Security

2.27.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.27.2 Failure of 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 or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 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.

2.28.2 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; Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to Instructions to Tenderers

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

APPENDIX A – TENDER DATA SHEET

Instructi ons to tendere rs(ITT)	Particulars of appendix to instructions to tenderers
2.1	Eligible Tenderers
2.1.1	Eligible Tenders:
2.2	Cost of Tendering
2.2.2	Price for the Hard Copy of the Tender document will be charged Kshs.1000.00. Downloaded and Soft Copies of the Tender document from KR website at www.krc.co.ke & www.suppliers.treasury.go.ke will be free of charge.
2.12	Tender Security
2.12.2	A Bid Bond for Kshs 500,000.00 valid for 120 days from date of opening of the tender and issued by a Commercial Bank Registered in Kenya.
2.13	Validity of Tender Document
	Tender Validity will be 90 days from date of opening of tenders
2.14	Format and Signing of Tenders
2.14.1	Bidders Must Submit One (1) original and Three (3) Copies
2.15	Sealing and Marking of Tenders
2.15.2	The Tender submission address is: The Managing Director, Kenya Railways Headquarters, Haile Selassie Avenue Block C, First Floor. <u>Nairobi</u>
2.15.3	Do not open before: Friday 27th April, 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 Friday 27th April, 2018 at 10:00hrs at Kenya Railways Headquarters Block C Sattima Conference Hall 1 st Floor.
2.19.1	Clarification of Tenders:-
2.19.1	Clarifications may be requested not later than SEVEN (7) days before the submission date. E-mail: procure@krc.co.ke
2.20	Preliminary Examination and Responsiveness
2.20.2	The sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in anyway by any person or entity.
2.25	Notification of Award
2.25.2	For greater certainty, a notification of the intention to enter into contract does not constitute a contact nor reduce the validity period for a tender security.

APPENDIX B – EVALUATION CRITERIA

Notes to appendix to instructions to tenderers. Appendix B

PRELIMINARY EVALUATION/MANDATORY EVALUATION

A	PRELIMINARY EVALUATION/ MANDATORY REQUIREMENT	Mandatory
1.	Copy of Certificate of Incorporation/Registration	Mandatory
2.	Copy of Current KRA i-TAX Compliance Certificate	Mandatory
3.	Filled, Signed and Stamped Litigation History Form	Mandatory
4.	Filled, Signed & Stamped Integrity Declaration Form	Mandatory
5.	Attach Certified copy of Dealership Authorization for Cisco and Citrix network and network security products.	Mandatory
6.	A Bid Bond of Kshs. 500,000.00 valid for 120 days from date of tender opening in form of a Bank Guarantee from a Commercial Bank Registered in Kenya.	Mandatory
7.	Certified Audited Accounts for any of the last three (3) consecutive years. (2014,2015,2016, 2017)	Mandatory
8.	Evidence of Site Survey:- Site Viewing Certificate- Bidders are required to view KR data centre to familiarize themselves with the current network and network security infrastructure setup, and required network security solution. Bidders are required to attach a filled, Signed & Stamped copy of the site viewing certificate	Mandatory
9.	Filled, Signed & Stamped indicating names of all Directors together with certified copy of CR12 Certificate (Confidential Business Questionnaire)	Mandatory
10.	Detailed Brochures for all items and software's to be used Procured which will be used in Technical Evaluation.	Mandatory
11.	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) and indicate total number of pages on the cover page.	Mandatory
	<i>Pursuant to Section 80 of Public Procurement and Assets Disposal Act, 2015 any tender not meeting the mandatory and other eligibility criteria will not proceed to Technical Evaluation Stage.</i>	
B	TECHNICAL SPECIFICATIONS	Must meet KR requirements

ITEM	ITEM TECHNICAL SPECIFICATION-KR REQUIREMENTS	QUANTITY	(√ or X)
(I)	SUPPLY, INSTALLATION AND CONFIGURATION OF 2 NO. CISCO ASA 5516-X NETWORK SECURITY APPLIANCES AND LICENCES		
i. Hardware	Cisco ASA 5516-X with Firepower Services Network Security Appliance (Hardware Firewall device)	2	
ii. Licenses	License: ASA FirePOWER Module Licenses 3 Year Subscription for: <ul style="list-style-type: none"> • Control and Protection License ie. Licenses for Application Visibility and Control (AVC) and IPS Features. • Advanced Malware Protection (AMP) • URL Filtering 	2	
iii. License	License: Cisco Firepower Management Center (VM) License for 2 devices	1	
iv. Service	Support: SNTC- 8X5XNBD ASA 5516-X 3 Year Support Subscription	2	
v. Service	Support: SMARTNET Software Support Services (SWSS) Upgrades for Cisco Firepower Management Center (VMWARE)	1	
vi. Service	Professional Services: Deployment, Installation, Configuration and Commissioning of Cisco ASA Appliances: <ul style="list-style-type: none"> • Installation and Configuration of FirePower Module SSD Disk and Licenses • SFR Boot and Software Image Upload • Deployment of device to enable connectivity-Configuration of Interfaces and Zones • Configuration of Firewall Rules-Migration of firewall Rules from the existing Cisco ASA 5512-X • Redeployment of the decommissioned Cisco ASA 5512-X to Railway Training Institute (RTI) 	Lot	

	<ul style="list-style-type: none"> • Setup and Configuration of ASDM for Administration of the ASA Appliance. • Setup and Configuration of Cisco Firepower Management Centre (VM) for Administration, Monitoring and Reporting. • Setup and Configuration of Cisco ASA Active/Active Cluster • Testing, Documentation and Commissioning 		
(II)	SUPPLY, INSTALLATION AND CONFIGURATION OF CISCO EMAIL SECURITY APPLIANCE (ESA) AND LICENCES		
i. Hardware	Cisco ESA C190 Hardware Appliance	1	
ii. License	Premium SW Bundle(AS+AV+OF+ENC+DLP) 3YR License	250	
iii. Service	Support: SMARTNET 8X5XNBD ESA C190 Email Security	1	
iv. Service	<p>Professional Services to include:</p> <ul style="list-style-type: none"> • Installation, Setup and Configuration of Cisco ESA device, deployment on KR network and integration with KR IBM Domino Email System. • Testing, Configuration Documentation and Commissioning of Cisco ESA Appliance 	Lot	
(III)	SUPPLY, INSTALLATION AND CONFIGURATION OF CITRIX NETSCALER MPX 8005 LICENCES		
i. License	<ul style="list-style-type: none"> • Platinum license 3 License -It supports Web Application Firewall (WAF). Current license is a Standard License which supports only load-balancing 	1	
ii. Service	Support License: Bronze Maintenance license, 3 years	1	
iii.	Professional Services to	Lot	

Service	<p>include:</p> <ul style="list-style-type: none"> • Installation and configuration of licenses and Web Application Firewall • Deployment and integration of Citrix Netscaler into KR network for protection of Web server and DB Server • Testing, Configuration Documentation and Commissioning of Citrix Netscaler device 		
(IV)	SUPPLY, INSTALLATION AND CONFIGURATION OF CISCO 3850 SWITCHES		
i. Hardware	<ul style="list-style-type: none"> • Cisco 3850 Switch devices- to replace core switch and DMZ switch; to connect provider routers to Cisco ASA devices. Inclusive 4 Port 10G Network Module and Stack Cables. 	3	
ii. Service	Support: SNTC-8X5XNBD Cisco Catalyst 3850 48 Port PoE IP Services	3	
iii. Service	<p>Professional Services to include:</p> <ul style="list-style-type: none"> • Mounting of switches • Migration of configurations from existing core switch and DMZ switch to the new switches • Decommissioning of old switches • Testing, Configuration Documentation and Commissioning of new switches 	Lot	
	Only firms that meet the minimum Technical Specifications shall proceed to part C (Technical Evaluation)		
C	TECHNICAL EVALUATION (100 Marks)		Marks

1	<p>Evidence of adequate experience of the firm (form X)</p> <p>i. The bidder MUST have implemented a similar or related project in at least five known firms/organizations (Bidder should provide at least five (5) reference sites where they have implemented similar/related work in the last five years. (2 marks each assignment with certified copy of contracts for similar works))</p> <p>ii. Bidders MUST attach certified copies of contracts and Completion Certificate from five (5) clients where they have successfully carried out similar/related works. (3marks each)</p> <p>iii. Five (5) Original recommendation letters addressed to MD Kenya Railways, scanned document will be rejected (3 marks each)</p>	40
2	<p>Methodology and Work Plan (form Y)</p> <p>i. Bidder should provide a detailed Diagrammatic illustration of KR network security infrastructure, clearly indicating the areas within the infrastructure that will be changed/enhanced in order to meet KR requirements. (10 marks)</p> <p>ii. The bidder should clearly give the sequence of implementing the changes in a work plan or Gantt chart and provide a detailed diagrammatic illustration of the expected as-built network security infrastructure with detailed write up on the enhanced security on the KR network. (11 Marks)</p> <p>iii. The bidder should provide an elaborate explanation on how the following tasks will be undertaken;</p> <ul style="list-style-type: none"> a) installation (3marks) b) configuration (3marks) c) Commissioning (3marks) <p>Bidders to provide timeliness for each of the activities above.</p>	30
3	<p>Evidence of qualification and experience of staff (form W)</p> <p>The bidder MUST provide curriculum vitae of at least 3 key technical staff to be engaged in the project. The staff should include:-</p> <p>i. One (1) Project Manager. Must have the following documents;</p> <ul style="list-style-type: none"> • Certified copies of Degree in IT or related courses.(3marks) • The staff must have at least Cisco CCNA or Citrix CCA. (3marks) • Certification in IT Project Management. (3marks) • Five (5) years' experience. (3marks) 	30

	<ul style="list-style-type: none"> • CV must be filled in the format provided. (2Marks) <p>ii. Two (2) Technical Engineers. Must have the following documents;</p> <p>First Technical Engineer</p> <ul style="list-style-type: none"> • Certified copies of Degree in IT or related courses. (2marks) • The staff must have at least Cisco CCIE certification. (2marks) • Certification in IT Project Management. (2marks) • Five (5) years' experience. (1marks) • CV must be filled in the format provided. (1Marks) <p>Second technical Engineer</p> <ul style="list-style-type: none"> • Certified copies of Degree in IT or related courses. (2marks) • Citrix Certified Associate (CCA) certificate. (2marks) • Certification in IT Project Management. (2marks) • Five (5) years' experience. (1marks) • CV must be filled in the format provided. (1Marks) 	
	<p><i>Only firms attaining 75% and above in Technical score during Technical Evaluation will proceed to Financial Evaluation.</i></p>	
D	Financial Evaluation will be carried out on Least Cost Basis (LCB)	

SECTION III GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACT (GCC)

3.1 Definitions

In this contract the following terms shall be interpreted as indicated:

- a) "The contract" means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) "The services" means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) "The Procuring entity" means the organization sourcing for the services under this Contract.
- e) "The contractor" means the individual or firm providing the services under this Contract.
- f) "GCC" means general conditions of contract contained in this section
- g) "SCC" means the special conditions of contract
- h) "Day" means calendar day
- i) "TOR" means terms of reference
- j) "KRC" means Kenya railways corporation

3.2 Application

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

3.3 Standards

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

3.5 Patent Right's

The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof .

3.6 Performance Security

Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance

security of 10% of the Contract price as specified in the Special Conditions of Contract.

3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of Bankers' Cheque, A Bank Guarantee or in another form acceptable to the procuring entity.

3.6.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 Payment

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

3.9 Prices

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC , vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or

modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the procuring entity's prior written consent.

3.10 Termination for Default

The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

- a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

3.12 Termination of insolvency

The procuring entity may at the anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

3.13 Termination for convenience

- 3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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

3.15 Governing Language

The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

3.16 Force Majeure

The contractor shall not be liable *for* forfeiture of its performance security, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.17 Applicable Law.

The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC

3.18 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

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

SECTION IV SPECIAL CONDITIONS OF CONTRACT (SCC)

The Tenderer must provide the following details:-

1. Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
2. A brief company profile highlighting and addressing issues under our Terms of Reference (attach any relevant documents/brochures.)
3. The Particulars of Directors/Partners (Names, Nationality, citizen details, Shares)
4. Current KRA Compliance Certificate.
5. Physical Address, Office Location and Contacts fill in attached Business Questionnaire.
6. The tenderers will provide together with their tenders, a bid security of Ksh. 500,000.00
7. A Performance bond of 10% of the Contract price shall be provided by the winning tenderer.

SECTION V – SCHEDULE OF REQUIREMENTS /TERMS OF REFERENCE

ITEM	ITEM TECHNICAL SPECIFICATION
A	SUPPLY, INSTALLATION AND CONFIGURATION OF 2 NO. CISCO ASA 5516-X NETWORK SECURITY APPLIANCES AND LICENCES
i. Hardware	Cisco ASA 5516-X with Firepower Services Network Security Appliance (Hardware Firewall device)
ii. Licenses	License: ASA FirePOWER Module Licenses 3 Year Subscription for: <ul style="list-style-type: none"> • Control and Protection License ie. Licenses for Application Visibility and Control (AVC) and IPS Features. • Advanced Malware Protection (AMP) • URL Filtering
iii. License	License: Cisco Firepower Management Center (VM) License for 2 devices.
iv. Service	Support: SNTC- 8X5XNBD ASA 5516-X 3 Year Support Subscription
v. Service	Support: SMARTNET Software Support Services (SWSS) Upgrades for Cisco Firepower Management Center (VMWARE)
vi. Service	Professional Services: Deployment, Installation, Configuration and Commissioning of Cisco ASA Appliances: <ul style="list-style-type: none"> • Installation and Configuration of FirePower Module SSD Disk and Licenses • SFR Boot and Software Image Upload • Deployment of device to enable connectivity-Configuration of Interfaces and Zones • Configuration of Firewall Rules-Migration of firewall Rules from the existing Cisco ASA 5512-X • Redeployment of the decommissioned Cisco ASA 5512-X to Railway Training Institute (RTI) • Setup and Configuration of ASDM for Administration of the ASA Appliance. • Setup and Configuration of Cisco Firepower Management Centre (VM) for Administration, Monitoring and Reporting. • Setup and Configuration of Cisco ASA Active/Active Cluster • Testing, Documentation and Commissioning
B	SUPPLY,INSTALLATION AND CONFIGURATION OF CISCO EMAIL SECURITY APPLIANCE (ESA) AND LICENCES
i. Hardware	Cisco ESA C190 Hardware Appliance
ii. License	Premium SW Bundle(AS+AV+OF+ENC+DLP) 3YR License
iii. Service	Support: SMARTNET 8X5XNBD ESA C190 Email Security
iv. Service	Professional Services to include: <ul style="list-style-type: none"> • Installation, Setup and Configuration of Cisco ESA device, deployment on KR²⁰ network and integration with KR IBM

	<p>Domino Email System.</p> <ul style="list-style-type: none"> • Testing, Configuration Documentation and Commissioning of Cisco ESA Appliance
C	SUPPLY, INSTALLATION AND CONFIGURATION OF CITRIX NETSCALER MPX 8005 LICENCES
i. License	<ul style="list-style-type: none"> • Platinum license 3 License -It supports Web Application Firewall (WAF). Current license is a Standard License which supports only load-balancing.
ii. Service	Support License: Bronze Maintenance license, 3 Yrs
iii. Service	<p>Professional Services to include:</p> <ul style="list-style-type: none"> • Installation and configuration of licenses and Web Application Firewall • Deployment and integration of Citrix Netscaler into KR network for protection of Web server and DB Server • Testing, Configuration Documentation and Commissioning of Citrix Netscaler device
D	SUPPLY, INSTALLATION AND CONFIGURATION OF CISCO 3850 SWITCHES
i. Hardware	<ul style="list-style-type: none"> • Cisco 3850 Switch devices- to replace core switch and DMZ switch; to connect provider routers to Cisco ASA devices. Inclusive 4 Port 10G Network Module and Stack Cables.
ii. Service	Support: SNTC-8X5XNBD Cisco Catalyst 3850 48 Port PoE IP Services
iii. Service	<p>Professional Services to include:</p> <ul style="list-style-type: none"> • Mounting of switches • Migration of configurations from existing core switch and DMZ switch to the new switches • Decommissioning of old switches • Testing, Configuration Documentation and Commissioning of new switches

KENYA RAILWAYS CORPORATION



Viewing Certificate

TENDER FOR SUPPLY, INSTALLATION, CONFIGURATION AND COMMISSIONING OF ENHANCEMENT FOR KR IT NETWORK SECURITY INFRASTRUCTURE: TENDER NO. KRC/PLM/034/2017-2018.

The tenderer MUST view KRC Data Centre before quoting.

I hereby certify that I have viewed the IT Network Security Infrastructure at KRC Data Centre as required in the tender terms of reference.

No: KRC/PLM/034/2017-2018.

1) **TENDERER'S NAME**

NAME OF VIEWER

TEL

SIGN

DATE

2) KR ICT MANAGER/AUTHORISED REPRESENTATIVE

NAME

TEL

SIGN

DATE

SECTION VI - PRICE SCHEDULE

ITEM	ITEM TECHNICAL SPECIFICATION	QUANTITY	UNIT PRICE (KSHS)	TOTAL PRICE (KSHS)
A	SUPPLY, INSTALLATION AND CONFIGURATION OF 2 NO. CISCO ASA 5516-X NETWORK SECURITY APPLIANCES AND LICENCES			
i. Hardware	Cisco ASA 5516-X with Firepower Services Network Security Appliance (Hardware Firewall device)	2		
ii. Licenses	License: ASA FirePOWER Module Licenses 3 Year Subscription for: <ul style="list-style-type: none"> • Control and Protection License ie. Licenses for Application Visibility and Control (AVC) and IPS Features. • Advanced Malware Protection (AMP) • URL Filtering 	2		
iii. License	License: Cisco Firepower Management Center (VM) License for 2 devices	1		
iv. Service	Support: SNTC- 8X5XNBD ASA 5516-X 3 Year Support Subscription	2		
v. Service	Support: SMARTNET Software Support Services (SWSS) Upgrades for Cisco Firepower Management Center (VMWARE)	1		
vi. Service	Professional Services: Deployment, Installation, Configuration and Commissioning of Cisco ASA Appliances: <ul style="list-style-type: none"> • Installation and Configuration of FirePower Module SSD Disk and Licenses • SFR Boot and Software 	Lot		

	<ul style="list-style-type: none"> Image Upload • Deployment of device to enable connectivity- Configuration of Interfaces and Zones • Configuration of Firewall Rules-Migration of firewall Rules from the existing Cisco ASA 5512-X • Redeployment of the decommissioned Cisco ASA 5512-X to Railway Training Institute (RTI) • Setup and Configuration of ASDM for Administration of the ASA Appliance. • Setup and Configuration of Cisco Firepower Management Centre (VM) for Administration, Monitoring and Reporting. • Setup and Configuration of Cisco ASA Active/Active Cluster • Testing, Documentation and Commissioning 			
B	SUPPLY,INSTALLATION AND CONFIGURATION OF CISCO EMAIL SECURITY APPLIANCE (ESA) AND LICENCES			
i. Hardware	Cisco ESA C190 Hardware Appliance	1		
ii. License	Premium SW Bundle(AS+AV+OF+ENC+DLP) 3YR License	250		
iii. Service	Support: SMARTNET 8X5XNBD ESA C190 Email Security	1		
iv. Service	Professional Services to include: <ul style="list-style-type: none"> • Installation, Setup and Configuration of Cisco ESA device, deployment on KR network and 	Lot		

	<p>integration with KR IBM Domino Email System.</p> <ul style="list-style-type: none"> • Testing, Configuration Documentation and Commissioning of Cisco ESA Appliance 			
C	SUPPLY, INSTALLATION AND CONFIGURATION OF CITRIX NETSCALER MPX 8005 LICENCES			
i. License	<ul style="list-style-type: none"> • Platinum license 3 License -It supports Web Application Firewall (WAF). Current license is a Standard License which supports only load-balancing 	1		
ii. Service	Support License: Bronze Maintenance license, 3 Yrs.	1		
iii. Service	<p>Professional Services to include:</p> <ul style="list-style-type: none"> • Installation and configuration of licenses and Web Application Firewall • Deployment and integration of Citrix Netscaler into KR network for protection of Web server and DB Server • Testing, Configuration Documentation and Commissioning of Citrix Netscaler device 	Lot		
D	SUPPLY, INSTALLATION AND CONFIGURATION OF CISCO 3850 SWITCHES			
i. Hardware	<ul style="list-style-type: none"> • Cisco 3850 Switch devices- to replace core switch and DMZ switch; to connect provider routers to Cisco ASA devices. Inclusive 4 Port 10G Network Module and Stack Cables. 	3		

ii. Service	Support: SNTC-8X5XNBD Cisco Catalyst 3850 48 Port PoE IP Services	3		
iii. Service	Professional Services to include: <ul style="list-style-type: none"> • Mounting of switches • Migration of configurations from existing core switch and DMZ switch to the new switches • Decommissioning of old switches • Testing, Configuration Documentation and Commissioning of new switches 	Lot		
	TOTAL AMOUNT (KSHS) VAT INCLUSIVE			

Form X: Firm Experience

Name of client	Address.
Client contact person for the assignment	Position
Contract description	Location
Contract Period	Contact value (Kshs)
Description of actual services provided by your firm including the highest value of claim settled.	

2. Proof of Experience and qualification of key Staff

i) Summary of proposed personnel

1.	Title of position
	Name
2.	Title of position
	Name
3.	Title of position
	Name
4.	Title of position
	Name
5.	Title of position
	Name

ii) Summarize professional experience in reverse chronological order, indicate, Particular technical and managerial experience relevant to the project.

From*	To*	Company, Project, Position, and relevant Technical and Managerial Experience*

iii) Resume for all the proposed personnel.

The bidder shall provide all the information requested below (a separate form to be completed for each proposed personnel).

**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 _____ of _____ staff member:

Full name of authorized representative: _____

Form Z

Proposed personnel*		
Personnel Information	Name	Date of birth
	Professional qualification	
Present employer	Name of employer	
	Address of employer	
	Telephone	Contact/Manager personnel officer)
	Fax	E-mail
	Job title	Years with present employer

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

SECTION VII- STANDARD FORMS

1. Form of tender
2. Price schedules as attached
3. Contract form
4. Confidential Questionnaire form
5. Integrity declaration forms
6. Anti-corruption Declaration forms
7. Letter of acceptance
8. Form of agreement
9. Litigation history forms
10. Notification of intension to enter into contract
11. Form of tender Security
12. Performance security form
13. Bank guarantee
14. Form RB 1

FORM OF TENDER

Date_____

Tender No._____

To.....[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.. *[insert numbers]*, of which is hereby duly acknowledged, we, the undersigned, offer to provide.....
[description of services] in conformity with the said tender documents for the sum of *[total tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to Percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period of*[number]* days from the date fixed for tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of intention to enter into contract, shall NOT constitute a binding Contract between us.

Dated this _____ day of _____ 2018

[Name] *[In the capacity of]* *[signature]*

Duly authorized to sign tender for and on behalf of _____

Stamp_____

QUALIFICATION INFORMATION

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

THIS AGREEMENT made the ___day of ____20___between.....[name of procurement entity] of[country of Procurement entity](hereinafter called “the Procuring entity”) of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the spares in the sum of[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer;
 - (b) the Schedule of Requirements;
 - (c) the Terms of Reference;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring entity’s Notification of Award.
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by_____ the _____ for the Procuring entity)

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

in the presence of_____

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 General

Business Name Location of Business Premises Plot No, Street/Road..... Postal address Tel No. Fax Email Nature of Business Registration Certificate No. Maximum value of business which you can handle at any one time – Kshs. Name of your bankers..... Branch.....			
Part 2 (a) – Sole Proprietor			
Your name in full.....Age..... Nationality.....Country of Origin..... Citizenship details.....			
Part 2 (b) – Partnership			
Given details of partners as follows			
Name	Nationality	Citizenship details	Shares
1. ....	.....	.....	.....
2. ....	.....	.....	.....
3. ....	.....	.....	.....
4. ....	.....	.....	.....
Part 2 (c) – Registered Company			
Private or Public			
State the nominal and issued capital of company			
Nominal Kshs.			
Issued Kshs.			
Given details of all directors as follows			
Name	Nationality	Citizenship details	Shares
1. ....	.....	.....	.....
2. ....	.....	.....	.....
3. ....	.....	.....	.....
4. ....	.....	.....	.....
Date.....		Signature of Candidate.....	

Integrity Declaration

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

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

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

ANTI-CORRUPTION DECLARATION COMITMENT/ PLEDGE

(Sections 62 of the PPAD Act, 2015)

I/We/Messrs.....

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

.....

Contact/Phone/E mail.....

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

I/We

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

Tender/Tender No

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

Authorized Signature.....

Name and Title of Signatory.....

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

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

To: _____
(Name of the Contractor)

(Address of the Contractor)

Dear Sir,

This is to notify you that your Tender dated _____

For the execution of _____

For the Contract Price of Kshs. _____
(Figures)

(Kenya Shillings) _____

(Amount in words)

in accordance with the Instructions to Tenderers is hereby accepted.

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

Authorized Signature _____

Name and Title of Signatory _____

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

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

_____ office is situated at

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

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

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

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

Amount in figures],

Kenya Shillings _____

_____ [Amount in words].

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and shall be read and construed as part of this Agreement i.e.
 - (i) Letter of Acceptance
 - (ii) Form of Tender
 - (iii) Conditions of Contract Part I
 - (iv) Conditions of Contract Part II and Appendix to Conditions of Contract
 - (v) Specifications
 - (vi) Drawings
 - (vii) Priced Bills of Quantities
3. In consideration of the payments to be made by the Sub Contractor to the Contractor as hereinafter mentioned, the Sub Contractor hereby covenants with the Contractor to execute and complete the Works and remedy any

defects therein in conformity in all respects with the provisions of the Contract.

4. The Contractor hereby covenants to pay the Sub Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed the day and year first before written.

The common Seal of _____

Was hereunto affixed in the presence of _____

Signed Sealed, and Delivered by the said _____

Binding Signature of Main Contractor _____

Binding Signature of Sub Contractor _____

In the presence (i) Name: _____

Address _____

Signature: _____

[ii] Name: _____

Address: _____

Signature: _____

Litigation History Form

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

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

(Bidders must fill this form)

Signature & Stamp.....

Date.....

NOTIFICATION OF INTENTION TO ENTER INTO A CONTRACT

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.
4. Please note that this Notification does not constitute a Contract.
5. You will be required to give a 10% performance bond in form of a Bank Guarantee from a Bank Registered in Kenya, prior to Contract signing.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER.

FORM OF TENDER SECURITY

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

KNOW ALL PEOPLE by these presents that WE having our
registered office at(hereinafter called "the Bank or a reputable
insurance company "), are bound unto
..... (Hereinafter called "the Employer") in
the sum of
(.....) for which payment well and truly to be
made to the said Employer, the Bank or insurance company binds itself, its
successors and assigns by these presents sealed with the Common Seal of the
said Bank this
..... Day of2018

THE CONDITIONS of this obligation are:

- 1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers
Or
- 2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

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

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

*[date]
company]*

[signature of the Bank or insurance

[Witness]

[Seal]

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

To:

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

(hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20____ to supply.....

[Description services](Hereinafter called "the contract")

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract. AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of
[amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of
[amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of 2018

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

BANK GUARANTEE FORM

To.....

[name of tender].....

Gentlemen and/or Ladies:

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

[name and address of tenderer][hereinafter called "the tenderer"] shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of[amount of guarantee in figures and words]. We, the

[bank or financial institution], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding

[amount of guarantee in figures and words].

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the tenderer under the Contract until [date].

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

.....
[address]

.....
[date]

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