

# KENYA RAILWAYS



## TENDER DOCUMENT

**FOR**

**PROVISION OF LAST MILE TRANSPORTION SERVICES FOR STANDARD  
GAUGE RAILWAY FROM NAIROBI – INLAND CONTAINER DEPOT (ICD)**

**TENDER NO. KRC/PLM/038/2017-2018**

**CLOSING DATE: TUESDAY JULY 10, 2018**

**CLOSING TIME: 10:00 AM**

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**The Managing Director**

**Kenya Railways**

**P.O. Box 30121-00100**

**NAIROBI, KENYA**

**TOTAL NUMBER OF PAGES SUBMITTED .....**

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## **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.

KR is seeking to partner with transportation companies who will be responsible for providing Last Mile Transportation Services for both 20 & 40 containers for Standard Gauge Railway (SGR) from Nairobi – Inland Container Depot (ICD) – Embakasi to Customers facilities within Kenya and the neighboring regions.

## **SECTION I - INVITATION FOR TENDERS**

**Tender Reference No. KRC/PLM/038/2017-2018**

**Tender Name: PROVISION OF LAST MILE TRANSPORTATION SERVICES FOR STANDARD GAUGE RAILWAY (SGR) FROM NAIROBI – INLAND CONTAINER DEPOT (ICD)**

- 1.1 The Kenya Railways invites sealed tenders for the **Provision of Last Mile Transportation Services for Standard Gauge Railway (SGR) from Nairobi – Inland Container Dépôt (ICD)**
- 1.2 Interested eligible candidates may obtain further information and inspect tender documents at The Procurement Department, 1<sup>st</sup> Floor of the Kenya Railways Corporation Headquarters during normal working hours.
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of **Kshs1,000/-** in cash or Bankers Cheque payable to Kenya Railway or download a soft copy from KR Website [www.krc.co.ke](http://www.krc.co.ke) or treasury website [www.supplier.treasury.go.ke](http://www.supplier.treasury.go.ke) **Free of charge.**
- 1.4 Bidders who download the document from KR Website and treasury website **MUST** register their interest immediately by sending an email to [procure@krc.co.ke](mailto:procure@krc.co.ke) stating their names, email, postal and telephone address.
- 1.5 Prices quoted should be net inclusive of all taxes, must be in Kenya shillings and shall remain valid for 120 days from the closing date of this 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 so as to be received on or **Tuesday July 10, 2018 at 10:00 AM.**
- 1.7 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at the

***Conference Room on the 1<sup>st</sup> Floor, Kenya Railways Headquarters,  
Workshop Road, Nairobi.***

- 1.8 Tenderer shall provide a Tender Security of **Kshs.1,000,000.00** from a Commercial Bank Registered Kenya, valid for 120 days from the date of tender opening.
- 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). Indicating total number of pages submitted in the Bid document Cover page. Tender document must be serialized consistently.

**Procurement Manager**  
**FOR: MANAGING DIRECTOR**

## **SECTION II - INSTRUCTION TO TENDERERS**

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## **SECTION II - INSTRUCTIONS TO TENDERERS**

### **2.1. Eligible Tenderers**

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

### **2.2 Cost of Tendering**

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

### **2.3 Contents of Tender Document**

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.

- (i) Instructions to Tenderers
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of Requirements
- (v) Details of Insurance Cover
- (vi) Form of Tender
- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) Performance security Form
- (xii) Letter of Notification of Award

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

## **2.4 Clarification of Tender Documents**

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

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

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

## **2.5 Amendment of Tender Documents**

2.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a



clarification requested by a prospective tenderer, may modify the tender documents by issuing 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 its tender is accepted.

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

## **2.12. Tender Security**

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

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

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

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

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

## **2.27 Notification of Award**

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

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

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

## **2.28 Signing of Contract**

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

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

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

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

## **2.29 Performance Security**

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

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

### **2.30 Corrupt or Fraudulent Practices**

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

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

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

## Appendix to Instructions to Tenderers

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

Instructions to tenderers (ITT)	Particulars of appendix to instructions to tenderers
<b>2.1</b>	<b>Eligible Tenderers</b>
2.1.3	<b>Eligible Tenders:</b> Open to All
<b>2.2</b>	<b>Cost of Tendering</b>
<b>2.2.2</b>	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 <b>www.krc.co.ke</b> or the treasury website <b>www.supplier.treasury.go.ke</b>
<b>2.12</b>	<b>Tender Security</b>
2.12.2	Tender Security of Kshs.1,000,000.00 from a Commercial Bank registered in Kenya,valid for 120 days from the date of tender opening.
<b>2.13</b>	<b>Validity of Tender Document</b>
	Tender Validity will be 120 days from date of opening of tenders
2.14	<b>Format and Signing of Tenders</b>
2.14.1	Bidders Must Submit One (1) original and Three (3) Copies
<b>2.15</b>	<b>Sealing and Marking of Tenders</b>
2.15.2	The Tender submission address is: The Procurement Manager, Kenya Railways Headquarters, Haile Selassie Avenue Block C, First Floor. <b>Nairobi</b>
2.15.3	Do not open before: Tuesday July 10, 2018 at 10.00hrs
<b>2.18</b>	<b>Opening of Tender</b>
2.18.1	Tenders will be opened on in the presence of bidders who chose to attend on <b>Tuesday July 10, 2018 at 10.00hrs</b> at Kenya Railways Headquarters Block C Sattima Conference Hall 1 <sup>st</sup> Floor.
<b>2.19.1</b>	<b>Clarification of Tenders:-</b>
2.19.1	Clarifications may be requested not later than SEVEN (7) days before the submission date.

	E-mail: <a href="mailto:procure@krc.co.ke">procure@krc.co.ke</a>
<b>2.22</b>	<b>Evaluation and Comparison of Tender</b>
2.22.1	<b>See page 20 of 52</b>
2.22.5	(New Clause)The sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in anyway by any person or entity.
<b>2.27</b>	<b>Notification of Award</b>
2.27.2	For greater certainty, a notification of the intention to inter in to contract does not constitute a contract nor reduce the validity period for a tender security.
<b>2.31</b>	<b>New Clause (Conflicts Between the Tender Document and the PPAD ACT 2015)</b>
	Conflicts between the Tender terms and Public Procurement Asset and Disposal Act 2015. In such cases The Public Procurement Asset and Disposal Act, 2015 will stand.

## NOTES ON EVALUATION CRITERIA

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

### **SELECTION PROCESS**

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

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

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

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

##### **TECHNICAL EVALUATION**

This will be done by comparing details of the works to be offered against the minimum requirements/technical specifications and confirming the same from the technical Literature/Specifications submitted. Bidders Must score a minimum of 70% of the Technical Score to proceed to Financial Evaluation

##### **FINANCIAL EVALUATION**

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

## Appendix B Evaluation Criteria

<b>PRELIMINARY EVALUATION</b>		
<b>A</b>	<b>MANDATORY REQUIREMENTS ( MUST COMPLY)</b>	<b>Mandatory</b>
1	Provide certified copies of Registration certificates/ Incorporation certificate under the companies Act.	Must Comply
2	Copy of Valid Tax Compliance certificate	Must Comply
3	Certified copy of current CR 12 Certificate (Not more than Three months old from date of closing of the Tender)	Must Comply
4	Bidder must Fill , Sign and Stamp the Form of Tender	Must Comply
5	Tender Security of Kshs.1,000,000.00 from a Commercial Bank registered in Kenya, valid for 120 days from the date of tender opening.	Must Comply
6	Completed, signed& stamped confidential Business Questionnaire indicating the names and ownership of all the Directors as appropriate	Must Comply
7	Audited accounts (Full Accounts) for the last 3 consecutive years (2015, 2016, 2017) issued and Signed by a Registered Certified Public Accountant of Kenya.	Must Comply
8	Bidder must fill, sign and stamp the Litigation History declaration form even where there is non-existing cases for the last five years.	Must Comply
9	Duly filled, signed and stamped Integrity Declaration Form provided in the Tender document.	Must Comply
10	Duly filled, signed and stamped Declaration that the firm has not been debarred from public procurement in Kenya Form on Debarment	Must Comply
11	Duly executed Joint Venture (JV) agreement where applicable (Bidders entering into a JV must provide the above mandatory requirements 1 to 11 for all partners in the JV). The JV agreement must be notarised by a Commissioner of Oaths.	Must Comply
12	Goods in Transit and Fidelity Insurance of a minimum of Kshs. 50,000,000.00. The Insurance must be valid.	Must Comply
13	General Carriage Insurance Policy and proof of payments of premiums	
14	Bidder must provide an original Letter of Intent addressed to	Must

	Managing Director Kenya Railways from Insurer above (in 14) with an undertaking that they will accept the interest of KR	Comply
15	Provide a valid Regional Electronic Tracking System (RECTS) provide a valid Compliance Certificate from KRA	Must Comply
	Proof that the bidders are authorized to access all facilities operated by Kenya Ports Authority (KPA) for purpose of delivery of Cargo.	
16	Provide three References where they have provided services in the past in form of an original reference letter addressed to Managing Director Kenya Railways.	Must Comply
17	Proof of ability to finance the Operations by providing an original reference letter from a Registered Commercial Bank in Kenya addressed to Managing Director Kenya Railways	Must Comply
18	Proof of Ownership of a Minimum of 100 Heavy Commercial Vehicles with registration Details, date of manufacture, date of registration and copies of ownership document for each. Note this must be provided even in case of leaded vehicles	
19	Bidders should have their documents paginated (Serialized) to ensure compliance with section 74 (1) (i) of the Public Procurement Asset and Disposal Act, 2015 in a continuous sequence (1,2,3,4,..... to the Last page). Document must be consistently paginated. Indicating the total number of pages submitted on the cover of the Bid Document.	Must Comply
20	Evidence that the vehicles to be used will be fitted with a tracking and electronic cargo tracking system and availability of a view only access portal to KR and its agents. Evidence must be from current fleet in use.	Must Comply
21	Bidder MUST submit 1 original and 3 copies of tender Document.	Must Comply
<b>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.</b>		



<b>B</b>	<b>TECHNICAL EVALUATIONS (OUT OF 100)</b>	<b>100</b>
	<b>EXPERIENCE OF FIRM</b>	
<b>1</b>	<p><b>Firms experience in Providing similar services (size and complexity) - (MUST provide information in Form X).</b></p> <p>a) Bidders should provide at least five (5) references where they have undertaken similar assignments in both the public and private sector in the last 3 years. As evidence bidders attach certified Copies of Contracts (full Contract) for the assignments listed - <b>(10 Marks)</b></p> <p>b) Minimum Turnover of Kshs.100 million per annum in each of the last 3 years provide in Appendix A clause 6 - <b>(5 Marks)</b></p> <p>c) Bidders must attach Original Recommendation Letters addressed to the Managing Director Kenya Railways from each client listed above (scanned letters will not be considered) - <b>(10 Marks)</b></p>	<b>25</b>
<b>2</b>	<p><b>Physical Facilities:</b></p> <p>Bidder must provide evidence of physical address and contacts in the two major towns of Kenya i.e. Nairobi, and Mombasa, in form of a copy of lease documents or copy of title or otherwise provide evidence of reliable partners in the mentioned towns - <b>(3 Marks)</b></p>	<b>3</b>
<b>3</b>	<p><b>METHODOLOGY &amp; WORK PLAN(SEE FORM Y)</b></p> <p>Bidders to give broad statements on proposed methodology and work plan to cover the following areas; (not exhaustive):-</p> <p>a) Provide a Standard Operating Procedures (SOP) as a basis and framework for service delivery - <b>(2 Marks).</b></p> <p>b) Demonstrate the vehicles tracking and electronic cargo tracking system and access portal available – <b>(2 Marks)</b></p> <p>c) Demonstrate the system capability in generating vehicle tracking and electronic cargo tracking reports – <b>(2 Marks)</b></p> <p>d) Evidence that the bidder can access the Inland Container Depot in Nairobi within one hour from time of instruction – <b>(4 Marks).</b></p> <p>e) Accessibility of the Firm - <b>(4 Marks).</b></p> <p>f) Investigations &amp; Complaints handling systems - <b>(4 Marks)</b></p> <p>g) Firm’s application of online reservation and request system - <b>(4 Marks).</b></p>	<b>22</b>
	<b>FIRMS ORGANISATION</b>	
<b>4</b>	<p><b>Management</b></p> <p><b>Provide a brief write up on the firm’s management structure and procedures for the following</b></p> <p>i. Reporting – <b>(5 Marks)</b></p>	<b>25</b>

	ii. Responding to issues – <b>(5 Marks)</b> iii. Operation Processes and Management – <b>(5 Marks)</b> iv. Accessibility to the proposed Services – <b>(5 Marks)</b> v. Detailed plan on carrying out the assignment – <b>(5 Marks)</b>	
5	<b><u>Vehicles (See Form Z)</u></b> Bidders to provide a Statement of Compliance on the following minimum requirements:- a) Valid road license (All vehicles Listed) - <b>(5 Marks)</b> b) The vehicle provided shall be in good working condition (Provide evidence of inspection done within the last six months for all vehicles) – <b>(5 Marks)</b> c) Valid Insurance Cover for all the Vehicles Listed – <b>(5 Marks)</b> d) Undertaking that an Insurance Cover for the vehicles proposed will be provided and up-to date from a reputable insurance company - <b>(5 Marks)</b>  The information should be tabulated in a form for all the listed vehicles – <b>(5 Marks)</b>	25
<b>Only Bidders who attain a the minimum score of mark of 70% out of 100 will proceed to the financial evaluation stage</b>		
C	<b>Financial Evaluation</b> Financial evaluation shall be based on <b>Least Cost Method</b> . 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.	

**NOTE:**  
**DUE DILIGENCE**

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

## FORM X

### RELEVANT EXPERIENCE OF THE FIRM

Relevant services carried out in the last three 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 shall attach the following documents for each of the listed assignment:

- Certified copy of Contract Documents (**Full / Detailed Contract Document**)
- Original References/ Recommendation Letters addressed to Managing Director – Kenya Railways from each client. – Scanned documents will not be considered.

## FORM Y

### **METHODOLOGY AND WORK PLAN**

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

##### **1. Methodology to cover the following areas; (not exhaustive)**

- a) Standard Operating Procedures
- b) Vehicle tracking and Electronic Cargo Tracking Systems
- c) Vehicle tracking and Electronic Cargo Tracking Reports
- d) Accessibility to Nairobi Inland Container Depot (ICD)
- e) Firms Accessibility
- f) Investigations and Complaints Handling
- g) Application of online reservation and request systems

##### **2. Work Plan and Key Performance Indicators to cover the above areas;**

Provide a clear work plan showing timelines for various activities and proposed Key Performing Indicators for this assignment.

- a) Timelines for the following
- b) Responding to requests
- c) Reporting

## LIST OF VEHICLES OWNED /LEASED (FORM Z)

### Bidders must provide the following;

- a. Provide details of all the vehicles to be used in this assignment (Minimum of 100 Heavy Commercial Vehicles)
- b. Attach Certified Copies of the ownership documents for all the listed vehicles
- c. The Details must be provided in the format below

S/NO	Vehicle Model	Registration Number	Year of Manufacture	Year of Registration	Vehicle Capacity	Ownership
1	Mercedes Benz Actros	KXX 123M	1999	2005	Xxx CC	Owned/leased
2						
3						

### NOTE: MANDATORY

- a. All Vehicles ownership documents must be provided/attached
- b. Bidder must clearly show ownership of the vehicles
- c. For leased vehicles bidder must provide a certified lease agreement detailing the Contract period, the list of vehicles under lease accompanied by certified copies of their registration documents.

## Form Z

### **Equipment**

Maintenance Conditions for all vehicles listed above must be provided in the table below;

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

Bidders must provide proof for above maintenance and inspection for all the proposed vehicles. Provide certified copies of the inspection certificates.

## **SECTION III      GENERAL CONDITIONS OF CONTRACT**

### **Table of Clauses**

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## **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 S

### **3.17 Force Majeure**

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

### **3.18 Notices**

- 3.18.1 Any notices given by one party to the other pursuant to this Contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.
- 3.18.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

## **SECTION IV - SPECIAL CONDITIONS OF CONTRACT**

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

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

<b>General conditions of contract reference</b>	<b>Special conditions of contract</b>
3.6	Specify performance security if applicable: <b>Performance Bond of Kshs. 10,000,000.00 from a Commercial Bank Registered in Kenya</b>
3.8	Specify method Payments. <b>Payments shall be made at the end of every Month within 30 days upon receipt of Invoice(s).</b>
3.9	Specify price adjustments allowed. <b>None</b>
3.14	Specify resolution of disputes. <b>Disputes to be settled as per the Arbitration Laws of Kenya</b>
3.16	Specify applicable law. <b>Laws of Kenya</b>
3.17	Indicate addresses of both parties. <b>Client: The Managing Director Kenya Railways</b>

	<b>P.O Box 30121 - 00100. Nairobi, Kenya</b>
Other's as necessary	Complete as necessary

## **SECITION V – SHEDULE OF REQUIREMENTS**

<b>S/NO</b>	<b>TRANSPORTATION ZONES</b>	
	<b>Distance</b>	<b>REGION / ZONE</b>
<b>A</b>	0-5 KM	Industrial Area, Airport North Road, Syokimau
	6-10 KM	Lusaka Road, Mlolongo, CBD, Langata, Westlands, Ngara
	11 – 15 KM	Baba Dogo
	16 – 25 KM	Kasarani, Athi River, EPZ
	26 – 35 KM	Ruaka, Kiambu, Ongata Rongai, Kitengela, Kikuyu, Kiserian, Ngong
	36 – 60 KM	Limuru, Thika, Konza
<b>B</b>	Other Zones	Naivasha
		Nakuru
		Machakos
		Eldoret
		Kisumu
		Kericho
		Malaba
		Jinja
		Kampala
Mbale		

## **SECTION VI – DESCRIPTION OF SERVICES**

### **TERMS OF REFERENCE**

#### **A. INTRODUCTION**

Kenya Railways is a Corporate body Established under Cap 397 of the laws of Kenya. Its major functions are developing rail transportation in Kenya and managing its residual assets countrywide. It has prime properties and estates, strategic warehousing for rail transport in the Country.

KR is seeking to partner with transport companies who will be responsible for providing last mile transport services for both 20” and 40” from and to inland Container Depot – Embakasi to Customers’ facilities within Kenya and the neighbouring regions.

#### **B. SERVICE REQUIREMENTS**

The Vehicles must be required on an as and when required basis; bidder must demonstrate ability to mobilize the vehicles in the shortest time possible as shall be requested.

The rate must be inclusive of the cost from base to destination and back or strictly from base to destination.

The bidders will be expected to maintain clear record of itinerary for all assignments that will include the following;

- i. Date of Service
- ii. The registration number of the vehicle
- iii. The speedometer reading before starting the journey
- iv. The name and ID of the Taxi driver
- v. The location of departure
- vi. The destination of the journey
- vii. At the end of the journey, the mileage covered must be taken and entered in the appropriate sheets which must be signed by the drivers and client as shall be agreed.
- viii. Invoices shall be submitted with a copy of the documents to be agreed on and duly endorsed by the KR for settlement.

All motor vehicles provided shall satisfy all legal requirements and in particular:

- a. Must have a valid road license,
- b. Must have a valid Insurance,
- c. Must have fully operational approved for the kind of service to be offered by the Manufacturer and meet the applicable in transport regulations in force.

### **C. Other Requirements**

- i). A list of at least 100 heavy commercial vehicles with registrations; Indicate whether self-owned or outsourced;
- ii). For self-owned vehicles provide copies of the log book. If outsourced provide substantive details of the contractual framework and evidence of implementation and assurance systems of demonstrated operability;
- iii). An Standard Operating Procedures (SOP) as a basis and framework for service delivery;
- iv). Proof that the trucks listed, both owned and outsourced have valid annual inspections for at least nine months from the date of opening the Request for Quotation;
- v). All trucks on the list submitted must be fitted with vehicle tracking devices and demonstrate the ability to provide an electronic cargo tracking system when required;
- vi). Demonstrate the ability of the vehicle tracking and electronic cargo tracking systems to generate reports as requested;
- vii). A view-only access portal to the vehicle and electronic cargo tracking systems to the KRC or its agents;
- viii). Must be registered and have access to the Kenya Ports Authority's (KPA) Kilindini Waterfront Automated Terminal Operating System (KWATOS);
- ix). Proof that the trucks listed are authorised to access all facilities operated by Kenya Ports Authority for the purpose of delivery of cargo;
- x). Proof of ability to access the Inland Container Depot Nairobi within one hour from the time instructions are given of readiness to load;
- xi). Physical address of location of offices / marshalling yard with proof of lease or ownership (yard to be inspected before execution of the contract);



- xii). A tariff structure for last mile transport services to be rendered, Price per container. The prices should clearly indicate tax rates and any other levies applicable. Specify different weight bracket rates;
- xiii). Must not have an existing dispute with KPA and KRC pending before an arbitrator or a Court of Law;

#### **D. Insurance Cover**

The Insurance Cover shall be Motor Commercial (PSV) and other risk covers for Goods in Transit from reputable insurance firms. Letters from underwriters undertaking to keep KRC informed in the event of variations to or cancellations of the Insurance Policies;

#### **E. Condition of the Vehicles**

All Vehicles shall be:-

- i. Well maintained and in good working condition
- ii. Clean
- iii. Accident free
- iv. Relatively new.

#### **F. Contract Period**

The Corporation shall enter in to a **two** year contract with the winning bidder.

#### **G. Performance Bond**

The winning bidder shall be required to issue Kshs.10,000,000.00 performance bond valid for the duration of the contract.

#### **H. Termination**

A written notice of thirty (30) days must be given to either party before termination of the agreement for whatever reason. The Contract may be terminated for not meeting the Contract Terms by the bidder.

#### **I. Obligations Under the Contract**

The bidder shall investigate any loss of cargo and follow up the recovery of any lost cargo.

The service provider shall be fully responsible for all services performed by its drivers, and shall for this purpose employ qualified, competent and well-trained drivers who are licensed to perform the services under the Contract.

The service provider shall take all reasonable measures to ensure that the Contractor's Personnel conform to the highest standards of moral and ethical conduct

KR shall not be liable for any action, omission, negligence or misconduct of the Contractor's drivers or subcontractors nor for any insurance coverage which may be necessary or desirable for the purpose of this Contract, nor for any costs, expenses or claims associated with any illness, injury, death or disability of the Contractor's drivers in connection with this Contract.

#### **J. Service Standards**

The service provider shall provide responsive and effective services at all times to meet the Corporation's requirements. All telephone calls and emails correspondences shall be answered promptly.

The service provider should be accessible at all times (24/7) to facilitate Corporation requirements.

#### **K. Management Reports**

The Service provider shall provide at least quarterly reports to the Corporation on administration of the service highlighting possible challenges and recommended solutions for improved efficiency and effectiveness. Should any report be required earlier than the defined period then the service provider is expected to respond as such.

## **SECTION VII - STANDARD FORMS**

### **Notes on the standard Forms**

1. Form of Tender:
2. Price Schedule Form:
3. Notification of Intention to Enter into Contract:
4. Confidential Business Questionnaire Form -
5. Tender Security Form:
6. Performance security Form:
7. Litigation History:
8. Integrity Declaration
9. Declaration Form
10. Form RB1

## FORM OF TENDER

Date \_\_\_\_\_

Tender No. KRC/PLM/030/2017-2018

To: **The Managing Director  
Kenya Railways  
P. O. Box 30121-00100  
NAIROBI**

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. \_\_\_\_\_ *[insert numbers,* the of which is hereby duly acknowledged, we, the undersigned, offer to provide. *[description of services]* in conformity with the said tender documents for the sum of ***[As per the price Schedule]*** or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20  
*[signature]* \_\_\_\_\_ *[In the capacity of]*  
Duly authorized to sign tender for and on behalf of \_\_\_\_\_

## PRICE SCHEDULE OF SERVICES

The supplier should indicate the cost that is necessary to meet the requirements of KENYA RAILWAYS.

1. The price quotation shall include all applicable taxes
2. The rates quoted can only be varied after one year and not earlier than that as per the Public Procurement Assets and Disposal Act 2015.

S/NO			TENDER PRICE LOADED CONTAINERS		TENDER PRICE EMPTY CONTAINERS	
			20 Tonne Container	40 Tonne Container	20 Tonne Container	40 Tonne Container
	DISTANCE FROM NAIROBI - ICD	REGION / ZONE				
<b>A</b>	0-5 KM	Industrial Area, Airport North Road, Syokimau				
	6-10 KM	Lusaka Road, Mlolongo, CBD, Langata, Westlands, Ngara				
	11 – 15 KM	Baba Dogo				
	16 – 25 KM	Kasarani, Athi River, EPZ				
	26 – 35 KM	Ruaka, Kiambu, Ongata Rongai, Kitengela, Kikuyu, Kiserian, Ngong				
	36 – 60 KM	Limuru, Thika, Konza				
<b>B</b>	Other Zones	Naivasha				
		Nakuru				
		Machakos				
		Eldoret				
		Kisumu				
		Kericho				
		Malaba				
		Jinja				
		Kampala				
		Mbale				

**NOTE:**

1. Prices quoted must be inclusive of all taxes and levies.
2. The Contract prices will remain unchanged for at least 12 months. No price variations will be accepted in the first twelve months of this contract.
3. KR will award the Contracts on a Framework Basis as shall be negotiated and agreed with the winning bidders.
4. All Prices must be quoted in Kenya Shillings
5. Payments shall be made at the end of every Month within 30 days upon receipt of Invoice(s).

Firm authorized representative

Name: .....

Designation,.....

Signature.....

DATE.....

OFFICIAL STAMP

**NOTIFICATION OF INTENTION TO ENTER INTO CONTRACT**

Address of Procuring Entity

\_\_\_\_\_

\_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

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

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

Part \_\_\_\_\_ General:

Business Name.....

Location of Business Premises

.....

...

Plot No. .... Street/Road .....

Postal Address .....

Tel./No.....

Fax ..... Email .....

Nature of business .....

Registration Certificate No.

.....

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

Name of your bankers ..... Branch

.....

Part 2(a) – Sole Proprietor:

Your name in full .....Age .....

Nationality .....Country of origin .....

Citizenship details.....

Party 2(b) – Partnership

Give details of partners as follows

No	Name	Nationality	Citizenship Details	Shares
1				



2				
3				
4				
5				

Part 2(c) – Registered Company:

Private or public .....

State the nominal and issued capital of the company:–

Nominal Kshs: .....

Issued Kshs: .....

Give details of all directors as follows

No	Name	Nationality	Citizenship Details	Shares
1				
2				
3				
4				
5				

Date..... Signature of Tenderer .....

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

## TENDER SECURITY FORM

Whereas .....[name of the tenderer]

(hereinafter called "the tenderer")has submitted its tender dated.....[date of submission of tender ] for the provision of .....

[name and/or description of the services](Hereinafter called "the Tenderer").....

KNOW ALL PEOPLE by these presents that WE.....Of.....having registered office at

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

[name of procuring entity](hereinafter called "the procuring entity") in the sum of .....for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this\_\_\_\_\_ day of 20\_\_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:

- (a) fails or refuses to execute the Contract Form, if required; or
- (b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the

period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

---

[signature of the bank]

*(Amend accordingly if provided by Insurance Company)*

**PERFORMANCE SECURITY FORM**

To:.....  
*[Name of procuring entity]*

WHEREAS .....*[name of tenderer]*(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. \_\_\_\_\_ *[Reference number of the contract]* dated \_\_\_\_\_ 20 \_\_\_\_\_ to supply .....*[Description of services]*  
(Hereinafter called “the Contract”)

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for a sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of ..... *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum of money within the limits of ..... *[Amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

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

*[Name of bank of financial institution]*\_\_\_\_\_

*[Address]*\_\_\_\_\_

*[Date]*

*(Amend accordingly if provided by Insurance Company)*

## LITIGATION HISTORY

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

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)

Firm authorized representative

Name:.....

Position.....

Signature.....

Date;.....

Company Seal or 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.....

**DECLARATION FORM**

Date.....

To.....

.....

.....

The tenderer i.e (name and address ) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ declare the following:

- a. Has not been debarred from participating in Public Procurement
- b. Has not be involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

_____	_____	_____
Title	Signature	Date

(To be signed by authorized representative and officially stamped)



**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 of .....20.....in the matter of Tender No.....of .....20...

**REQUEST FOR REVIEW**

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

- 1.
- 2.
- etc.

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

-

- 1.
- 2.
- etc

SIGNED .....(Applicant)

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

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**FOR OFFICIAL USE ONLY**

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

SIGNED Board Secretary