

# KENYA RAILWAYS CORPORATION



## RE-TENDER

### REQUEST FOR PROPOSAL

#### PROPOSED INSTALLATION AND COMMISSIONING OF AN INTEGRATED PARKING MANAGEMENT SYSTEM FOR STANDARD GAUGE RAILWAY (SGR) - PASSENGER STATIONS

**TENDER NO. KRC/PLM/005/2018-2019**

**CLOSING DATE: THURSDAY AUGUST 2, 2018**

**CLOSING TIME: 10:00 AM**

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

**Total Number of Pages of Bid Submitted.....**

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

The Corporation is desirous to engage a qualified firm to undertake the installation and commissioning of integrated parking system to all the passenger stations of the following;

SGR phase I from Mombasa to Nairobi which comprises of the following nine stations on a **leasing model**;

1. Mombasa Terminus
2. Mariakani Station
3. Miasenyi station
4. Voi Station
5. Mtito –Andei station
6. Kibwezi Station
7. Emali Station
8. Athi River
9. Nairobi Terminus

## SECTION I: REQUEST FOR PROPOSAL (RFP)

**Tender Reference No.** KRC/PLM/005/2018-2019

**Tender Name:** Proposed Installation and Commissioning of an Integrated Parking Management System for Standard Gauge Railway (SGR) Passenger Stations.

- 1.1 Kenya Railways invites sealed tenders for Installation and Commissioning of an Integrated Parking Management System for Standard Gauge Railway (SGR) Passenger Stations.
- 1.2 Interested eligible candidates may obtain further information and inspect tender documents at The Procurement Manager, Kenya Railway Headquarters, and Block C on the 1<sup>st</sup> Floor during normal working hours.
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of **Kshs1,000/-** in cash or Bankers Cheque payable to Kenya Railways Corporation. Soft copy of tender document will be issued free of charge.
- 1.4 Bidders who download the document from KRC 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 tender.
- 1.6 Completed tender documents are to be enclosed in plain sealed envelopes marked with Tender name and reference number and be deposited in the Tender Box at the Reception, Kenya Railways Headquarters, Block C Ground Floor the so as to be received on or before **Thursday August 02, 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 Security of **Kshs 1,000,000.00** from a Commercial Bank Registered in Kenya.
- 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.

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

**SECTION II: INSTRUCTIONS TO TENDERERS**

**2.1. Eligible Tenderers**

- 2.1.1 This Request for Proposal 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 Request for Proposals.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

**2.2 Cost of Tendering**

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

**2.3 Contents of Tender Document**

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

- (i) Instructions to Tenderers
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of Requirements
- (v) Details of Insurance Cover
- (vi) Form of Tender
- (vii) Price Schedules

- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender Security Declaration Form
- (xi) Performance Security Form
- (xii) Letter of Notification of Award
- (xiii) Integrity Form

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

## **2.4 Clarification of Tender Documents**

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

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

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

## **2.5 Amendment of Tender Documents**

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

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

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

## **2.6 Language of Tenders**

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

## **2.7. Documents Comprising the Tender**

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

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

## **2.8. Form of Tender**

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

## **2.9. Tender Prices**

2.9.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.

2.9.3 Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

## **2.10. Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings

## **2.11. Tenderers Eligibility and Qualifications**

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

## **2.12. Tender Security**

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

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

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

2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form a bank guarantee.

2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5

2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity.



2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30

2.12.8 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity.
- (b) in the case of a successful tenderer, if the tenderer fails:
  - (i) to sign the contract in accordance with paragraph 2.29 or
  - (ii) To furnish performance security in accordance with paragraph 2.30.
- (c) If the tenderer rejects correction of an arithmetic error in the tender.

### **2.13. Validity of Tenders**

2.13.1 Tenders shall remain valid for **90 days** after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

### **2.14. Format and Signing of Tenders**

2.14.1 The tenderer shall prepare an original and two copies of the tender, clearly marking each "**ORIGINAL TENDER**" and "**COPY OF TENDER**," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

### **2.15 Sealing and Marking of Tenders**

2.15.1 The tenderer shall seal the original and the copies of the tender in separate envelopes, duly marking the envelopes as "**ORIGINAL TENDER**" and "**COPY OF TENDER**". The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

- (a) Be addressed to the Procuring entity at the address given in the Invitation to Tender.

2.15.3 Bear tender number and name in the invitation to tender and the words, “**DO NOT OPEN BEFORE**,” The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

## 2.16. **Deadline for Submission of Tenders**

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than

2.16.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit the tender box shall be received by the procuring entity as provided for in the appendix.

## 2.17. **Modification and Withdrawal of Tenders**

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

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

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

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

## 2.18. **Opening of Tenders**

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

## **2.19 Clarification of Tenders**

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

## **2.20 Preliminary Examination and Responsiveness**

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

## **2.21. Conversion to Single Currency**

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

## **2.22. Evaluation and Comparison of Tenders**

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

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

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

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

(a) **Operational Plan**

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

(b) **Deviation in payment schedule**

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

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

## **2.23. Contacting the Procuring Entity**

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

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

## **2.12 Post-qualification**

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

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

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

## **2.25 Award Criteria**

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

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

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

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

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

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

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

## **2.27 Notification of Award**

- 2.27.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.
- 2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.1

## **2.28 Signing of Contract**

- 2.28.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- 2.28.3 The contract will be definitive upon its signature by the two parties.
- 2.28.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

## **2.29 Performance Security**

- 2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the Procuring entity.
- 2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated tender or call for new tenders.

## **2.30 Corrupt or Fraudulent Practices**

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

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

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

**2.31 Conflicts between the Tender Document and the PPAD ACT 2015**

2.31.1 Conflicts between the Tender terms and Public Procurement and Assets Disposal Act 2015. In such cases The Public Procurement and Assets Disposal Act, 2015 shall prevail.



## APPENDIX TO INSTRUCTIONS TO TENDERERS

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

### APPENDIX A – TENDER DATA SHEET

Instructions to tenderers(ITT)	Particulars of appendix to instructions to tenderers
<b>2.1</b>	<b>Eligible Tenderers</b>
2.1.1	All Interested and Qualified Firms
<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 <a href="http://www.krc.co.ke">www.krc.co.ke</a> or the treasury website <a href="http://www.supplier.treasury.go.ke">www.supplier.treasury.go.ke</a>
<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
<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 of both the " <b>Technical Proposal</b> " and " <b>Financial Proposal</b> " in separate envelopes, sealed and placed in an outer envelope duly marked with the " <b>Tender No.</b> " and " <b>Tender Description</b> "
<b>2.15</b>	<b>Sealing and Marking of Tenders</b>
2.15.1	Bidders Must Submit One (1) original and Three (3) Copies of both the " <b>Technical Proposal</b> " and " <b>Financial Proposal</b> " in separate envelopes, sealed and placed in an outer envelope duly marked with the " <b>Tender No.</b> " and " <b>Tender Description</b> "
2.15.2	The Tender submission address is:  The Managing Director, Kenya Railways Headquarters, Haile Selassie Avenue Block C, First Floor <b>Nairobi</b>
2.15.3	Do not open before: <b>Thursday August 02, 2018 at 10.00am</b>
<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>Thursday August 02, 2018 at 10.00am</b> at Kenya Railways Headquarters Block C Sattima Conference Hall 1 <sup>st</sup>

	<p>Floor.</p> <p>This is a 2 - envelop tender. Only the technical proposal will be opened at this stage.</p> <p>Bids qualifying for financial evaluation will be opened not less than three (3) days from notification of the completion of the technical evaluation stage.</p>
<b>2.19.1</b>	<b>Clarification of Tenders:-</b>
2.19.1	<p>Clarifications may be requested not later than five (5) days before the submission date.</p> <p>E-mail: <a href="mailto:procure@krc.co.ke">procure@krc.co.ke</a></p>
<b>2.20</b>	<b>Preliminary Examination and Responsiveness</b>
2.20.2	There shall be no correction of errors. 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>2.22</b>	<b>Evaluation and Comparison of Tender</b>
2.22.1	Evaluation Criteria is detailed out in Appendix B on page 18 of the tender document.
2.22.4	Evaluation period may be extended, as necessary, on approval of the Accounting officer
<b>2.27</b>	<b>Notification of Award</b>
2.27.2	For greater certainty, a notification of the intention to enter into contract does not constitute a contract nor reduce the validity period for a tender security.
<b>2.29</b>	<b>Performance Security</b>
	The winning bidder shall furnish Kenya Railways with a Performance Security equivalent to 25% of the Minimum Annual Guarantee, prior to contract execution. This guarantee will remain in force for the duration of the contract.

## APPENDIX B – TENDER EVALUATION CRITERIA

### PART I - PRELIMINARY EVALUATION / MANDATORY REQUIREMENTS

(In case of Joint Venture, each JV partner must submit Copies of the qualification documents 1, 2, 3, 4, 5, 9, 10, 11 and 15)

S/NO	PRELIMINARY EVALUATION REQUIREMENT
1.	Copy of Registration certificates/Incorporation certificate under the companies Act.
2.	Certified Copy of current CR12 with director's name and shareholding; issued within the last three months. Certified by the issuing Authority.
3.	Copy of Valid KRA Tax Compliance certificate
4.	Filled, Signed and Stamped Confidential Business Questionnaire
5.	Signed Power of Attorney Notarised by a Commissioner of Oaths.
6.	Duly executed Joint Venture agreement where applicable
7.	Business Premises Registration Certificate from the relevant County Government and Lease agreement or proof of ownership where the bidder is operating from their own building.
8.	Duly filled, signed and stamped Form of Tender
9.	Tender Security of Kshs. 1,000,000.00 from a Registered Commercial Bank in Kenya, valid for 120 days from the date of tender opening.
10.	Duly filled, signed and stamped Litigation History declaration (even where there is non-existing cases).
11.	Duly filled, signed and stamped Integrity Declaration Form.
12.	Duly filled, signed and stamped Declaration Form
13.	Duly filled, signed and stamped Site Visit Certificate Forms
14.	Financial capability to access funds necessary for the investment in the parking management solution, of at least Kshs.100,000,000. This shall be by way of an Original Bankers Letter or line of credit by a financial institution registered by the Central Bank of Kenya issued within 2 weeks from the date of tender closing.
15.	Bidders should have their documents paginated (Serialized) to ensure compliance with section 74 (1) (i) of the Public Procurement Assets and Disposal Act, 2015. (In format 1,2,3,4,..... Last page). Indicating the total number of pages submitted on the cover of the Bid Document. <ul style="list-style-type: none"> <li>All pages regardless of whether there is information or not must be paginated.</li> </ul>

	<ul style="list-style-type: none"> <li>• Both sides of the sheet must be paginated</li> <li>• Tender with Repeated pages, missing page numbers and other inconsistencies will be rejected</li> <li>• Total Number of Pages submitted must be indicated on the Cover of the Bid Submitted</li> <li>• The Copies must have same number of pages as the original document</li> </ul>
16.	<p>Have a minimum annual average turnover of not less than Kshs.50,000,000.00 over a three year period. Bidders shall submit copies of Certified Audited annual financial accounts for the last 3 Consecutive years (2014/2015 - 2016/2017). Where a bidder has presented consolidated accounts, income from car-parking operations and management must be clearly stated for purposes of this evaluation.</p> <ul style="list-style-type: none"> <li>• The Accounts must be clearly signed by the Issuing CPA and the Companies Director.</li> <li>• The Accounts must be complete (Full Audited Accounts i.e. not sections of it)</li> <li>• Any Discrepancies in the Accounts must be explained in the notes failure to which the accounts will be rejected.</li> <li>• For Purpose of the Evaluation the Accounts are considered to be certified if issued by a registered CPA Firm recognized by ICPAK</li> </ul>
17.	<p>Must submit <b>1</b> original &amp; <b>3</b> copies of the tender document. The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked <b>“TECHNICAL PROPOSAL,”</b> and the original and all copies of the Financial Proposal in a sealed envelope clearly marked <b>“FINANCIAL PROPOSAL”</b> and warning: <b>“DO NOT OPEN WITH THE TECHNICAL PROPOSAL”</b>. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix “ITC” and be clearly marked, <b>“DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.”</b></p>
18.	<p>Must submit Manufacturer Authorization for all equipment as a dealer or representative of the proposed Solution where the bidder is not an Original Equipment Manufacturer (OEM)</p> <p>( Attach Manufacturer Authorization in format provided in the document)</p>
19.	<p>Must attach brochures for all the equipment and solutions proposed for installation (Original Brochures, Photocopies will be rejected)</p>

**Pursuant to Section 79 of the Public Procurement and Assets Disposal Act, 2015 any Bid not meeting the mandatory and other eligibility criteria will not proceed to the Technical Evaluation Stage.**

## PART II - TECHNICAL EVALUATION

### a) Compliance to the KR Technical Specifications

Bidders must comply/meet the technical requirement as provided in the schedule of requirement as follows

Item	Evaluation Criteria	Sub-Criteria	Total points
1	<b>Proposed Automated car park solution</b>	<p>Description of how the proposed solution shall perform the following; Bidders will be required to submit brochures, reports, tickets/receipts, etc in support of their proposal.</p> <p><b>1. Automated access control system:</b> Intelligent Barrier/Automatic barriers, unmanned Entry &amp; Exit; integrated to smart identification technologies such as RFID smart technology, cards, tickets, ANPR, and other sensors.</p> <p><b>2. Multichannel payment system:</b> Including mobile and internet, and how it will be integrated to KR website.</p> <p><b>3. Foot Pay Stations:</b> Handling various cash denominations both coins and notes. Bank note recycler (BNR)</p> <p><b>4. Parking Management Software system:</b> From ticketing, charging and control of the automatic barriers. Technology of Detecting Unpaid Vehicle. Idiot proof Software with future practical multi-function</p> <p><b>5. Customer Experience</b> User-friendly LCD/LED screens, Voice prompt for customer advice.</p> <p><b>5. Reporting</b> Variety of operational and decision making reports such as traffic reports, pay kiosk utilisation, parking occupancy reports, sales reports, and other performance reports.</p> <p><b>6. Automated ticketing system</b> To dispense tickets to non-card holders (ad hoc station users), to administer parking tariff and ticket validation.</p>	<p><u>40</u></p> <p>5</p> <p>5</p> <p>4</p> <p>5</p> <p>4</p> <p>5</p> <p>4</p>

		<p><b>7. Security Surveillance system</b> System will have both closed circuit television (CCTV) and automatic number plate recognition (ANPR) systems in each station (entry, exit and pay station), which will integrate with KR's security system.</p> <p><b>8. Integration to KR ERP system</b> The proposed system shall integrate to KR ERP system. All daily transactions will be accounted for by this system.</p>	<p>5</p> <p>5</p>
2	<p><b>Past Experience</b> Provide evidence of experience in automated parking management systems to two (2 No) clients in a commercial environment in the last five(5) years prior to 2017.</p> <p>Bidders <b>must</b> attach documentary evidence in form of a Certified Full copy of the contract and an original reference letter addressed to the MD - KR.</p>	<p><b>Experience of The Firm (FORM X Provided)</b></p> <p><b>Management of parking spaces:</b> &lt;500 500-1000 &gt;1000</p> <p><b>Management and operation of daily traffic volume</b> &lt;100 1000-2000 &gt;2000</p> <p><b>Management and operation of foot pay stations</b> &lt;10 &gt;10</p> <p><b>Management and operation of automatic number plate recognition readers (ANPR)</b> 0 site: 1 site: 2 sites:</p> <p><b>Management and operation of a central control room where all activity is monitored remotely</b> 0 site: 1 site: 2 sites:</p>	<p><b><u>20</u></b></p> <p>1.0 1.5 2.0</p> <p>1.0 1.5 2.0</p> <p>1.0 2.0</p> <p>0 1.0 2.0</p> <p>0 1.0 2.0</p>
3	<p>Methodology and Work Plan</p>	<p><b>( FORM Y Provided)</b> The Description of proposed approach to the work including description of the key tasks to be undertaken as follows; <b>i) Project implementation Plan</b></p>	<p><b><u>28</u></b></p> <p>10</p>

		<p>Detailed schedule with clear timelines for each activity, site handover, procurement, installation &amp; commissioning</p> <p><b>ii) Human Resource Plan</b> Provide roles and responsibilities and detailed organogram</p> <p><b>iii) Business Continuity Plan</b> Risk Management and control, Equipment Failure/backup, help desk support, HR industrial disputes</p> <p><b>iv) Standard Operating Procedures</b> Security, safety &amp; maintenance plan, cash and bank management, parking segmentation and access control.</p> <p><b>v) Customer Care Strategy</b> Customer Relationship management plan</p> <p><b>vi) Revenue enhancement initiatives</b> Traffic/parking rules enforcement/penalties, parking pre-booking.</p> <p><b>vii) System availability</b> Bidders should demonstrate that the system to be installed will provide a guaranteed <b>availability</b> of at least 98% evidenced by providing commitment statements on the following;</p> <ul style="list-style-type: none"> <li>• Availability of technical team on site</li> <li>• Maintenance schedules of equipment</li> <li>• Provide for upgrade of the system to keep up with technology changes</li> </ul>	<p>3</p> <p>5</p> <p>3</p> <p>2</p> <p>2</p> <p>3</p>
4	Key Staff	<p><b>( CV in Format Provided FORM W)</b> Bidder should provide comprehensive CVs and supporting documentation including certified copies of Academic and Professional Certificates and certificate of good conduct from Directorate of Criminal Investigations Headquarters Nairobi, for each of the following <b>Two key</b> ground Staff;</p> <p>i) Site/Parking Manager ii) Operations Supervisor</p> <ul style="list-style-type: none"> <li>• CV in format provided – 1.0mark</li> <li>• Academic qualifications</li> </ul>	<u>12</u>

		Relevant degree 1.0mark / diploma 0.5mark Certified Academic Certificates -1.0mark • Experience in at least two Similar Projects 0 - 3 years 1mark / >3years 2.0marks  Bidder will commit to replacing staff with persons of similar qualifications should it become necessary – 2.0marks	
<b>TOTAL</b>			<b>100 Marks</b>
<b>Only bidders meeting the minimum score of 75% Technical Score shall proceed to the financial evaluation stage.</b>  <b>This score must be made up of at least 70% score in each of the 4 evaluation criteria.</b>			

**Table 1: Relevant Experience and References**

- i) Automated Car Parking Management System. Attach a minimum of two (2) reference letters (from different clients)

Item	Description of works (detail number of parking spaces, daily traffic volume, no. of foot pay stations, Automatic Number Plate Recognition Readers and Closed-Circuit Television cameras	Start and end dates	Project value in Kenya Shillings (Kshs)	Reference contacts ( attached reference letters addressed to the MD - KR)
1				
2				

**Table 2: Project Management and key Operational Personnel - Roles and responsibilities**

Preference will be given to local employees and must have local presence.

- Details of proposed team including relevant experience and qualifications.
- Provide CV's (in the format provided) and certified copies (copy with original stamp) or their relevant information/certificates etc.
- Provide a commitment that on being successful, the bidder shall provide certified copy of the certificate of good conduct from the Kenya Directorate of Criminal Investigation (DCI) for all personnel proposed for the project.

Item	Name and	Role	Responsibilities	Qualifications	Experience	Other
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	<b>surname</b>					
1						
2						

## PART III - EVALUATION OF FINANCIAL PROPOSAL

### Financial Requirements:

The financial evaluation will comprise where the bidder operates and manages the system for the stipulated period during which there shall be a revenue share between the bidder and KR.

- i. The bidder will be required to submit a bank guarantee equal to three (3) months equivalent of the MAG upon signing the contract.
- ii. The bidder will be required to submit the procurement entity's concession fees on a monthly basis into a designated KR bank account on the fifth (5) day of the following month upon invoicing.
- iii. The bidder will submit daily, weekly and monthly revenue reports reconciling the total revenues against vehicle movement statistics.

	Particulars	Remarks
Minimum Annual guarantee (MAG) payable to KAA	Bidders to indicate compliance to payment of a Minimum Annual Guarantee (MAG) of Kenya Shillings Two hundred and fifty million..... (Kshs. ....), amount being due quarterly (Kshs.....), upon reconciliation with the Concession fee	Bidders to comply
Proposed Concession Fee (%)	<p>The bidder to propose the amount of shared revenue as a percentage (%) of gross monthly. Minimum proposed concession fee due to KR should <b>not be less than sixty-five percent (65%)</b></p> <ol style="list-style-type: none"> <li>a. Concession fees (being the proposed revenue share percentage (<b>=&gt;65%</b>) <b>shall be payable</b> monthly in arrears.</li> <li>b. At the end of EACH QUARTER the total concession fee payments made shall be reconciled with the quarterly MAG of <b>Kshs. ..../=.</b></li> <li>c. Where the computed concession fee payments are less than the MAG of Kshs. ..../=, the successful bidder shall be required to pay the difference.</li> <li>d. At the end of each financial period a further reconciliation shall be made base on Audited Financial Statements.</li> </ol> <p>The successful bidder shall be the bidder with the <b><u>highest financial proposal.</u></b></p> <p>Revenue Share proposed</p>	Bidders to propose

	<p>.....% KR and .....% to Bidder</p> <p>Signed:.....</p> <p>Name:.....</p> <p>Job Title.....</p> <p>Official Stamp.....</p>	
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**FINANCIAL EVALUATION**

Financial evaluation shall be based on **Highest Revenue Proposal**.

Tenderers that do not meet the requirements at the preliminary/mandatory stage shall be disqualified and shall not be considered at the Technical and Commercial evaluations.

**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 W**

**FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED STAFF**

Proposed Position: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Years with Firm: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies:

\_\_\_\_\_

Detailed Tasks Assigned: \_\_\_\_\_

**Key Qualifications:**

*[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].*

**Education:**

*[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]*

**Employment Record:**

*[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]*

**Certification:**

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

\_\_\_\_\_ Date: \_\_\_\_\_

*[Signature of staff member]*

\_\_\_\_\_ Date: \_\_\_\_\_

*[Signature of authorized representative of the firm]*

Full name of staff member:

\_\_\_\_\_

Full name of authorized representative:

\_\_\_\_\_

**Summary of proposed personnel for service**

<b>1.</b>	<b>Title of position</b>
	<b>Name</b>
<b>2.</b>	<b>Title of position</b>
	<b>Name</b>
<b>3.</b>	<b>Title of position</b>
	<b>Name</b>
<b>4.</b>	<b>Title of position</b>
	<b>Name</b>
<b>5.</b>	<b>Title of position</b>
	<b>Name</b>

## FORM X

### RELEVANT EXPERIENCE OF THE FIRM

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

Using the format below, provide information on each assignment for which your firm was legally contracted (2 Firms) (separate form for each client)

Name of Client:	Address: Telephone;
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 Full Contract Documents Must be attached.
- Original References/ Recommendation Letters addressed to Managing Director – Kenya Railways in the Organization Original Letterhead
- Scanned Copies of the Reference Letters will be rejected.

**FORM Y**

**METHODOLOGY AND WORK PLAN**

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

Bidder is required to submit Principle of work Statement and details of how work **SHALL** be scheduled, performed, managed and reported in the following highlighted in the Technical Evaluation criteria No.3;

**SECTION III: GENERAL CONDITIONS OF CONTRACT (GCC)**  
**TABLE OF CONTENTS**

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



## **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 leasing 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 tights 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:

a) Bankers Cheque

b) 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 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

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

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

General conditions of contract reference	Special conditions of contract
3.6.1	The Performance Security shall be equivalent to one quarter of the Minimum Annual Guarantee Fees (25%)
3.8.1	<p>a. <b>Concession fees</b> (<i>being the proposed revenue share percentage (%)</i>) <b>shall be payable</b> monthly in arrears.</p> <p>b. At the end of EACH QUARTER the total concession fee payments made shall be reconciled with the <b>Minimum Annual Guarantee (MAG)</b> of <b>Kshs.....</b></p> <p>c. Where the computed concession fee payments is less than the MAG of Kshs..... the operators shall be expected to pay the difference.</p>
3.14	Chartered Institute of Arbitrators, Kenya Branch
3.16	Laws of Kenya
3.18	The Managing Director Kenya Railways P.O Box 30121 - 00100. Nairobi, Kenya
4.3 Other special conditions of contract	SPECIAL CONDITIONS OF CONTRACT
Key Operational Personnel	<p>The key operational personnel are expected to be available on site during the contract duration. The proposed operational personnel as listed shall not be changed without notification and approval of the Procuring Entity.</p> <p>The supplier agrees to maintain all statutory records as required under Kenyan Labour Law in respect of employees and payments. Any expenses incurred for the contributions, making contributions or maintain records shall be to the vendor account.</p>

	<p>Except as KR may otherwise agree, no changes shall be made in the Personnel. If for any reason beyond the reasonable control of the supplier, it becomes necessary to replace any of the Key Personnel, the supplier shall provide a replacement a person of equivalent or better qualifications subject to approval by KR.</p> <p>If KR finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the KR has reasonable cause to be dissatisfied with the performance or any of the Personnel, then the supplier shall, at the KR written request specifying the grounds thereof, provide as a replacement a person qualifications and experience acceptable to the KR.</p> <p>The Supplier shall have no claim for additional costs arising out of or incidental to any removal and/or replacement to the KR.</p> <p>The supplier shall not employ for the purpose of the work, any person below the age of 18 years. KR shall have the right to decide whether any person employed by the vendor is below the age limit, and to refuse to allow any person, whom he considers to be under-aged to be employed by the vendor.</p>
<p>Roles and Responsibilities</p>	<p>Supplier's Responsibilities:</p> <p>The supplier has the overall responsibility for the supply, installation, commissioning, operation and maintenance of an Automated Parking Management System at Kenya Railways Stations (KR) as specified in the scope of works.</p> <p>The supplier shall make its own arrangements for movement of personnel and equipment, within and outside the sites/units/offices at the various locations covered by the contract.</p> <p>The supplier's Representative and staff are obliged to work closely with the KR Project Manager and staff, act within their own authority, and abide by directive issued by the Purchaser that are consistent with the terms of the contract. The Supplier's Representative is responsible for managing the activities of its personnel and any subcontracted personnel.</p> <p>If the supplier or their employee damage, break, deface the property of KR or other during the execution of the</p>

	<p>contract, the same shall be made a good by the supplier at his own expenses and in default thereof, the Authority's project manager may cause the same to be made good by other agencies and recover expenses from the vendor.</p> <p>All supplier's personnel entering KR premises shall be properly identified by badges of a type issues by KR and must be worn at all times.</p> <p>KR shall not be in any way held responsible for any accident or damages incurred and claims arising there from during the period of maintenance contract or thereafter.</p> <p>KR Responsibilities:</p> <p>KR shall notify the supplier in writing the name of the Project Manager within fourteen (14) days of signing of the contract. The Project Manager shall have the authority to represent KR on all day-to-day matters relating to the project or arising from the project. All notices, instructions, order, certificates, approvals, and all other communications under the contract shall be given by the projects manager, except as otherwise provided for in this contract.</p> <p>KR shall be responsible for provision of necessary access, and licenses for the successful completion of the parking system installation except where provision of such items is explicitly identified in the contract as being the responsibility of the vendor.KR to provide a suitable room for the contractor's personnel, equipment, tools during the execution of the works.</p>
Confidential Information	<p>In the performance of its work, the supplier and its employee may have access to confidential information owned or controlled by KR. The supplier shall keep all such inform confidential and shall not copy, publish or disclose to other or permit its employee or anyone else to copy, publish or disclose to others any such information. The supplier shall use such information only for the purpose of performing its obligations.</p>
Implementation Plan	<p>In close cooperation with KR and based on the draft program of works included in the tenderer's bid, the supplier shall develop and submit a program of works hereinafter referred as "Project Plan" encompassing the activities specified in the contract .</p> <p>The supplier shall formally present to KR the project plan</p>

	<p>in accordance with the technical requirements. The vendor has to specify the strategy and methodology with the frame and the synchronization of various sites of the project to ensure completion of the project in time. The project plan shall also include a Gantt and Pert chart describing the activities, resources required on the time for completion.</p> <p>The work shall be executed strictly as per the time schedule, indicated in the Project Plan. Monthly/weekly work programme will be drawn up by the vendor before commencement of works and submitted to the project manager for approval. The programme &amp; progress will be reviewed from time to time and if required, the programme may be re-scheduled by the projects manager. The vendor shall also be responsible to provide materials within his scope in time to achieve the programme. In all matters concerning the extent of the programme set out weekly and monthly, the decision of the project manager will be final and binding on the vendor. Both parties shall agree to plan review of the progress of works executed under the scope of the contract, in particular interval with a view to:-</p> <ol style="list-style-type: none"> <li>i. Review the progress</li> <li>ii. Resolve pending issue</li> <li>iii. Plan for resources required for the ongoing and future works</li> <li>iv. Evaluate all escalated issues and address mechanism to remedy them.</li> </ol> <p>During the term of this contract KR reserves the right to formally audit and evaluate the performance of the vendor upon reasonable notice and at reasonable time.</p>
<p>Implementation Methodology</p>	<p>Tenderers must include in their submission an overview of their proposed solution and key aspects. This must include a description of the method by which they propose to deliver and implement the required solution.</p> <p>The implementation methodology included in the tenderer's bid will be followed during the contract implementation.</p>



## **SECTION V: SCHEDULE OF REQUIREMENTS**

### **I. BACKGROUND INFORMATION**

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 Railway Assets including Estates
2. Promotion, facilitation and participation in national and metropolitan railway development.
3. Development and Management of inland waterways
4. Managing the Meter Gauge railway operations.
5. Overseeing management of the Mombasa Nairobi - SGR
6. Management of the Railway Training Institute.

### **II. BACKGROUND OF THE PROJECT**

The Corporation is desirous to leveraging on her assets with an aim of increasing the revenue streams. In this regards, one of the identified avenues is the management of parking systems in the various railway stations.

The Corporation therefore wishes to engage a qualified firm to undertake the installation, operation and of an integrated parking system at the following;

1. SGR phase I Mombasa to Nairobi which comprises of the following stations; Mombasa Terminus, Mariakani Station, Miasenyi station, Voi Station, Mtito – Andei station, Kibwezi Station, Emali Station, Athi River and Nairobi Terminus on a **leasing model**.

### **III. SCOPE OF WORKS**

#### **a. OBJECTIVES**

KR seeks to appoint a service provider for the management of the parking infrastructure, revenue collection, financial transactions and parking operations for a period of ten (10) years.

The successful service provider is to provide landside parking management expertise with excellent, seamless operations being its main objective. Provide users of parking facilities with convenience by alleviating any parking queries and issues. Create good customer service and value for money with the expectation to improve Station Service Quality (SSQ) ratings. Provide adequate staff and resources to manage the parking in its entirety, including relevant parking technology & Systems (Parking Guidance

System (PGS), etc and equipment e.g Foot Pay Stations (FPS), parking barriers, and parking zones and vehicle staging areas.

#### **IV. DESCRIPTION OF SERVICES**

The service provider will be expected to carry out the following services;

- i)** Developing a Parking layout in every station (designating entry and exit points and short term and long term parking areas) and marking all vehicle parking slots/spaces.
- ii)** Supply, Installation and Commissioning of equipment including;
  - i. Entry Barrier, Exit Barrier
  - ii. Entry Station
  - iii. Exit Station
  - iv. Loop Detector
  - v. Automated-pay-stations
  - vi. Parking Management Software & PCs
  - vii. Voice Prompt and Intercom
  - viii. Automatic Number Plate Recognition (ANPR) and Closed Circuit Television (CCTV).
  - ix. Integration to KR ERP System
  - x. Automatic rising Arms for barriers - illuminated
- iii)** Management of the Parking System including:
  - i) Install, Operate and Maintain all equipment and infrastructure related to the solution as per bid document.
  - ii) Collect fees charged to the train station users on behalf of KR.
  - iii) Submit weekly, monthly, quarterly sales and revenue reports as agreed with the KR.
  - iv) Remit a concession fee or payment as agreed with the KR.

The solution shall provide for the following services;

- i) Automated access control system:**  
Intelligent Barrier/Automatic barriers, unmanned Entry & Exit; integrated to smart identification technologies such as RFID smart technology, cards, tickets, ANPR, and other sensors. System will have both closed circuit television
- ii) Multichannel payment system:**  
Including mobile and internet, and how it will be integrated to KR website.
- iii) Foot Pay Stations:**

To enable efficient processing of payments and customer convenience, handle various cash denominations both coins and notes, and process both local and international debit and credit cards.

**iv) Parking Management Software system:**

From ticketing, charging and control of the automatic barriers. Technology of Detecting Unpaid Vehicle. User-friendly LCD/LED and or Voice prompt. Idiot proof Software with future practical multi-function

**v) Reporting**

Variety of operational and decision making reports such as traffic reports, sales reports, and other performance reports.

**vi) Automated ticketing system**

To administer a parking tariff charge as proposed in this tender document.

**vii) Security Surveillance system**

The proposed system shall integrate to KR POS system. All daily transactions will be accounted for by this system.

**viii) Integration to KR POS system**

System will have both closed circuit television (CCTV) and automatic number plate recognition (ANPR) systems which will integrate with KR's security system.

**V. EXTENT OF THE SERVICES**

The Service Provider must:

- Provide parking management services/expertise excellence on the Landside.
- Provide customers with a seamless customer experience when they park at KR premises by alleviating any parking queries and issues.
- Collect parking fee on behalf of the KR.
- Remit the concession fee to KR as per the Contract
- Create good customer service in the value chain with the expectation to improve SSQ ratings.
- Provide adequately trained staff to manage the following areas and services:
  - Foot Pay Stations
  - All Parking areas detailed in the Parking Map
  - Manage the Control Room
  - Manage the Cashier Station
  - Cash-in-Transit (CIT) Process
  - Administration
  - Parking Entry and Exit Points.

- Provide detailed reporting for operation and management decision-making.
- Provide useful insights and strategies for growing parking revenue within KR premises.

## VI. PARKING ZONES

The **approximate** numbers of available parking spaces are as follows;

### i) SGR Stations;

- Athi River, Emali, Miasenyi, Mtito Adei, Voi, Kibwezi, Mariakani - 55 EACH
- Nairobi – 750
- Mombasa - 600

The winning bidder will be expected to mark vehicle parking slots/spaces in every station and designate entry and exit points and also designate short term and long term parking areas and isolate where applicable.

## VII. PROPOSED PARKING TARIFFS

### i) Short term parking: (Zoned)

Time:	Saloon:	Pick-up/Van:	Truck/Bus:	Trailer
• 0-1 hr	100	150	200	N/A
• 1hr - 2 hr	200	250	350	
• 2 hr - 4 hr	300	350	450	
• 4hr - 6 hr	400	450	550	
• 6hr - 8hr	600	650	750	
• 8hr - 12 hr	800	850	1000	
• 12 hr - 24 hr	1500	1600	1700	

### ii) Long Term parking:

- | Time:        | (All vehicle types)                                  |
|--------------|--|
| • 0-24 hours | 1,000 daily (thereafter additional 500 after 5 days) |

### iii) Seasonal Tickets - 6 months

	Station Residents:	Other Operators:
• Saloon:	10,000	15,000
• Pick-up/Van:	15,000	20,000
• Truck/Bus	20,000	25,000
• Trailer	30,000	35,000

## VIII. FEATURES OF SELF SERVICE PARKING TICKET MACHINE/KIOSK

- Colour TFT display and touch screen
- Illuminated navigation to guide customers step-by-step through the payment Process and
- also voice guide Navigation system
- Stainless steel cabinet
- System should allow both coins and Notes payments. Kenyan currency.
- Thermal Paper receipt Printer Peripheral control unit and Power Leasing Heating and cooling units with separate thermostats Intercom call button and loudspeaker
- Ticket collection bin Individual security lock
- Read/Write Ticket unit for Magnetic stripe or Barcode tickets
- Purchase tickets and pay for parking with cash or cashless e.g. MPESA ,credit card, Debit card(Both Magnetic and Chip-Pin Cards)
- RFID for tap and go
- PCI-DSS certified together with Parking Management System
- Lost ticket(fixed rate)
- Remote lost ticket(variable charge)
- Contract, Season or Monthly parking using wide range of media(Magnetic cards, barcode, proximity, AVI, LPR)
- Accept Rebate/Chaser/discount tickets
- Read discount barcode vouchers
- Event Parking

### Features compliance- see explanation above

Bidders minimum requirements	Bidders compliance/offer
Heavy duty, well finished IP54 dustproof and waterproof. cabinet in luxury design	
Unmanned Entry & Exit	
Charge hourly Customers by self-service kiosks.	
Unique Technology of Detecting Unpaid Vehicle	
User-friendly LCD/LED and or Voice prompt	
Idiot proof Software with future practical multi-function	

Customize Charging Standards	
Intelligent Barrier	
Parking Ticket Machine/Kiosk features As in (i) above	
Compliance with other mandatory features As in (j) above	

## **SECTION VII - STANDARD FORMS**

The following forms are provided in the tender document;

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



**FORM OF TENDER**

Date: \_\_\_\_\_

Tender No. \_\_\_\_\_

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

\_\_\_\_\_

Name and address of procuring entity

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. \_\_\_\_\_ (Insert numbers) ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Services under this tender in conformity with the said Tender document for the sum of.....  
[Total Tender amount in words and figures].....

.....  
.....

or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to provide the Insurance Cover Services in accordance with the conditions of the tender.
3. We agree to abide by this Tender for a period of ..... [Number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2013

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[In the capacity of]

Duly authorized to sign tender for and on behalf of \_\_\_\_\_

**NOTIFICATION OF INTENTION TO ENTER INTO CONTRACT**

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

**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 Company)*

## MANUFACTURER'S AUTHORIZATION FORM

To *[name of the Procuring entity]* .....

WHEREAS ..... *[Name of the manufacturer]* who are established and reputable manufacturers of ..... *[Name and/or description of the goods]* having factories at ..... *[Address of factory]* do hereby authorize ..... *[Name and address of Agent]* to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. .... *[Reference of the Tender]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Request for Proposals.

*[Signature for and on behalf of manufacturer]*

*Note:* This letter of authority should be on the letterhead of the Manufacturer



**LITIGATION HISTORY FORM**

Bidder must fill in the form whether they have 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

Signature and Rubber Stamp of tenderer  
 \_\_\_\_\_

## **INTEGRITY DECLARATION**

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

1. Each Tenderer must submit a statement, as part of the Tender documents, in either of the two given formats which must be signed personally by the Chief Executive Officer or other appropriate senior corporate officer of the Tendering company and, where relevant, of its subsidiary in the Kenya. If a Tender is submitted by a subsidiary, a statement to this effect will also be required of the parent company, signed by its Chief Executive Officer or other appropriate senior corporate officer.

2. Tenderers will also be required to submit similar No-bribery commitments from their subcontractors and consortium partners; the Tenderer may cover the subcontractors and consortium partners in its own statement, provided the Tenderer assumes full responsibility.

3. a) Payment to agents and other third parties shall be limited to appropriate compensation for legitimate services.

b) Each Tenderer will make full disclosure in the Tender documentation of the beneficiaries and amounts of all payments made, or intended to be made, to agents or other third parties (including political parties or electoral candidates) relating to the Tender and, if successful, the implementation of the contract.

c) The successful Tenderer will also make full disclosure [quarterly or semi- annually] of all payments to agents and other third parties during the execution of the contract.

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

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

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

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

a) Cancellation of the contract;

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

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

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



**ANTI-CORRUPTION DECLARATION COMITMENT/ PLEDGE**

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

I/We/Messrs.....

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

.....

Contact/Phone/E mail.....

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

I/We .....

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

Tender/Tender No .....

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

Authorized Signature.....

Name and Title of Signatory.....



**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.....

---

**FOR OFFICIAL USE ONLY**

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

SIGNED

Board Secretary