



KENYA RAILWAYS

INVITATION TO TENDER

FOR

**REPAIRS AND SERVICING OF AIR CONDITIONING (AC)
UNITS AT KR HEADQUARTERS AND VARIOUS STATIONS**

TENDER NO. KRC/PLM/017/2018-2019

CLOSING DATE: WEDNESDAY FEBRUARY 20, 2019

CLOSING TIME: 10.00AM

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

TABLE OF CONTENTS	PAGES
INTRODUCTION	3
SECTION I INVITATION TO TENDER.....	4
SECTION II INSTRUCTIONS TO TENDERERS.....	5
APPENDIX TO INSTITUTIONS TO TENDER	17
SECTION III GENERAL CONDITIONS OF CONTRACT.....	24
SECTION IV SPECIAL COND1TIONS OF CONTRACT.....	30
SECTION V SCHEDULE OF REQUIREMENTS.....	32
SECTION VI DESCRIPTION OF SERVICES.....	35
SECTION VII STANDARD FORMS.....	36

INTRODUCTION

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

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

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

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

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

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

- To develop new railways projects and rehabilitate existing infrastructure and facilities through proper planning and effective project implementation.

- To ensure that efficiency is a hallmark of our operations. We ensure that available resources are deployed in providing freight and passenger services to our customers. Railway undertakings are carried out in a safe and sustainable manner for the sake of our environmental conservation, financial wellbeing of the Corporation and our customers for the overall economic prosperity of our country in the long term.

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

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

Kenya Railways is now inviting qualified firms to submit tender for Provision of Repairs and Maintenance Services to our Air Conditioning system at KR Headquarters and Various Stations.

SECTION I

INVITATION TO TENDER

Tender Reference No. - KRC/PLM/017/2018-2019

Tender Name: Repairs and Servicing of Air Conditioning Units at KR Headquarters and Various Stations

- 1.1 The Kenya Railways Corporation invites sealed tenders for the **Repairs and Servicing of AC Units at KR Headquarter's and Various Stations.**
- 1.2 Interested eligible candidates may obtain further information and inspect tender documents at The Procurement Manager, 1st Floor, and Block C of the Kenya Railways Corporation Headquarters during normal working hours.
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of **Kshs 1,000/-** in cash or Bankers Cheque payable to Kenya Railways Corporation.
- 1.4 Bidders who download the tender document from KR Website, www.krc.co.ke, www.tenders.go.ke MUST register their interest immediately by sending an email to procure@krc.co.ke stating their names, email, postal and telephone address.
- 1.5 Prices quoted should be net inclusive of all taxes, must be in Kenya shillings and shall remain valid for 120 days from the closing date of tender.
- 1.6 Completed tender documents are to be enclosed in plain sealed envelopes marked with Tender name and reference number and be deposited in the Tender Box at the Reception, Kenya Railways Headquarters, Block C Ground Floor so as to be received on or before **WEDNESDAY February 20, 2019 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 **Kenya Railways Headquarters, Workshop Road Conference Room on the 1st Floor, Nairobi.**
- 1.8 The tenderers must submit together with their tender documents, a security bond of Ksh.50, 000.00 valid for 120 days from date of opening of the tender 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.)

Procurement Manager

SECTION II - INSTRUCTION TO TENDERERS

Table of Clauses

	Page
2.1 Eligible Tenderers.....	6
2.2 Cost of Tendering.....	6
2.3 Contents of Tender document.....	6
2.4 Clarification of Tender document.....	7
2.5 Amendments of Tender documents.....	7
2.6 Language of Tenders.....	7
2.7 Documents Comprising the Tender.....	8
2.8 Tender Form.....	8
2.9 Tender Prices.....	8
2.10 Tender Currencies.....	8
2.11 Tenderers Eligibility and Qualifications.....	8
2.12 Tender Security.....	9
2.13 Validity of Tenders.....	10
2.14 Format and Signing of Tenders.....	10
2.15 Sealing and Marking of Tenders.....	10
2.16 Deadline for Submission of Tenders.....	10
2.17 Modification and Withdrawal of Tenders.....	11
2.18 Opening of Tenders.....	11
2.19 Clarification of Tenders.....	11
2.20 Preliminary Examination.....	12
2.21 Conversion to Single Currency.....	12
2.22 Evaluation and Comparison of Tenders.....	12
2.23 Contacting the Procuring Entity.....	13
2.24 Post-Qualification.....	13
2.25 Award Criteria.....	14
2.26 Procuring Entity's Right to Accept or Reject any or all Tenders.....	14
2.27 Notification of Award.....	14
2.28 Signing of Contract.....	15
2.29 Performance Security.....	15
2.30 Corrupt or Fraudulent Practices.....	15

SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

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

2.2 Cost of Tendering

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

2.3 Contents of Tender Document

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
- (i) Instructions to Tenderers
 - (ii) General Conditions of Contract
 - (iii) Special Conditions of Contract
 - (iv) Schedule of Requirements
 - (v) Form of Tender
 - (vi) Bill of Quantities
 - (vii) Contract Form
 - (viii) Confidential Business Questionnaire Form

- (ix) Tender security Declaration Form
- (x) Performance security Form
- (xi) Letter of Notification of Award
- (xii) Integrity Form

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

2.4 Clarification of Tender Documents

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

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

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

2.5 Amendment of Tender Documents

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

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

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

2.6 Language of Tenders

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring

entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Documents Comprising the Tender

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

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

2.8 Form of Tender

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

2.9 Tender Prices

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

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

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

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings

2.11. Tenderers Eligibility and Qualifications

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

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

2.12. Tender Security

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

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

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

2.17.1 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.

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

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

2.18. Opening of Tenders

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

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

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

2.19 Clarification of Tenders

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

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

2.20 Preliminary Examination and Responsiveness

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

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

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

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

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

2.21. Conversion to Single Currency

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

2.22. Evaluation and Comparison of Tenders

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

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

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

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

(a) Operational Plan

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

(b) Deviation in payment schedule

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

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

2.23. Contacting the Procuring Entity

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

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

2.12 Post-qualification

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

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

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

2.25 Award Criteria

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

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

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

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

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

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

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

2.27 Notification of Award

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

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

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

2.28 Signing of Contract

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

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

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

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

2.29 Performance Security

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

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

2.30 Corrupt or Fraudulent Practices

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

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

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

Appendix to Instruction to Tenderers

Appendix A

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

Instructions to tenderers (ITT)	Particulars of appendix to instructions to tenderers
2.1	Eligible Tenderers
2.1.1	Eligible Tenders: Open to all
2.2	Cost of Tendering
2.12	Tender Security
2.12.2	The tender security of Kshs.50,000.00 (valid for 120 days from the date of tender opening) shall be provided in form of Bank guarantee from a commercial bank registered in Kenya
2.13	Validity of Tender Document
	Tender Validity will be 120 days from date of opening of tenders
2.14	Format and Signing of Tenders
2.14.1	Bidders Must Submit One (1) original and Two (2) Copies
2.15	Sealing and Marking of Tenders
2.15.2	The Tender submission address is: The Procurement Manager, Kenya Railways Headquarters,Haile Selassie Avenue, Block C, First Floor. Nairobi
2.15.3	Do not open before: February 20, 2019 at 10.00 hrs
2.18	Opening of Tender
2.18.1	Tenders will be opened on in the presence of bidders who chose to attend on WEDNESDAY February 20, 2019 at 10.00hrs at Kenya Railways Headquarters Block C Sattima Conference Hall 1 st Floor.
2.19.1	Clarification of Tenders:-
2.19.1	Clarifications may be requested not later than SEVEN (7) days before the submission date.E-mail: procure@krc.co.ke
2.20	Preliminary Examination and Responsiveness
2.20.2	(New Clause)The sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in anyway by any person or entity.
2.22	Evaluation and Comparison of Tender
2.22.1	See page 19 of 50
2.27	Notification of Award
2.27.2	For greater certainty, a notification of the intention to inter in to contract does not constitute a contact nor reduce the validity period for a tender security.
2.31	New Clause (Conflicts Between the Tender Document and the PPAD ACT 2015)
	Conflicts between the Tender terms and Public Procurement Assets and Disposal Act 2015. In such cases The Public Procurement Assets and Disposal Act, 2015 will stand.

APPENDIX B – TENDER EVALUATION CRITERIA

A. PRELIMINARY / MANDATORY EVALUATION CRITERIA

A	PRELIMINARY/MANDATORY EVALUATION	REQUIREMENTS
1	Attach a Certified Copy of Certificate of Registration/Incorporation	Mandatory
2	Attach System Generated Copy of CR12 for Incorporated Companies	Mandatory
3	Copy of a Valid copy of KRA Compliance Certificate	Mandatory
5	A Bid Bond of Kshs. 50,000.00 valid for 120 days from date of tender opening in form of a Bank Guarantee from a Commercial Bank Registered in Kenya.	Mandatory
6	Audited Accounts for any of the (2) two consecutive years (2015, 2016, 2017, 2018) <ul style="list-style-type: none"> • For Purpose of the Evaluation the Accounts are considered to be Audited if issued by a registered CPA Firm recognized by ICPAK 	Mandatory
7	Must provide a Contact address: Physical, Postal, Telephone and Email address of the Firm (Confidential Business Questionnaire) Clearly indicating the list of Directors or Partners as applicable.(Form 2)	Mandatory
8	Bidder Must Fill, Sign and Stamp the Form of Tender	Mandatory
9	Provide National Construction Authority (NCA) – Class 5 and above for Air Conditioning and Ventilation Works/Services Accompanied by a Current practicing License.	Mandatory
10	Bidder Must provide Filled, Signed and Stamped Litigation history, in format provided in the tender document. (Form 11)	Mandatory
12	Bidder must fill, sign and stamp the Integrity Declaration Forms provided in the Tender Document (Form13)	Mandatory
13	Filled Signed and Stamped Tender Site Visit Form. The Form must be signed by KR appointed representative.	
14	Bidders Must Submit One (1 No) and Two (2 No) Copies of the Tender Document	Mandatory
15	Bidders should have their documents paginated to ensure compliance with Section 74 (1) (i) Public Procurement and Assets Disposal Act, 2015 (in format 1,2,3,4.....to the last page).	Mandatory

Only Bidders meeting all the preliminary evaluation requirement will be evaluated on technical requirement

B. TECHNICAL EVALUATION

B	TECHNICAL EVALUATION (100 MARKS)	MARK
1	<p>Bidders are required to provide evidence of adequate experience of the firm (FORM X) – 40 Marks Must provide Three (3) reference from Corporate Clients where they have provided services of similar nature (Similar refers to scope and Cost in installation, servicing and/ maintenance works) the last five years. As a proof Bidder should,</p> <ul style="list-style-type: none"> i. Provide Information in the required format for project meeting the required scope and cost in (Form X) – (2 Marks) ii. Bidders should attach certified Copies of Contracts from the clients where they have successfully carried out similar/related works. (6 Marks each) iii. Original recommendation letters addressed to MD Kenya Railways from the Clients listed above. Scanned document will be rejected (4 marks each) iv. Providing Information Required on Form Y Provided – 4 Marks 	<p>6 marks</p> <p>18 Marks</p> <p>12 Marks</p> <p>4 Marks</p>
2	<p><u>Methodology and Work Plan</u> The bidder should provide a detailed methodology and work plan describing how they will provide the service in order to meet KR requirements with regard to:</p> <ul style="list-style-type: none"> (a) Principle of work Statement and details of how work SHALL be performed managed and reported. – 5 Marks (b) Assignment of manpower – 5 Marks (c) Supervision of staff and frequency of the same – 5 Marks (d) Provision for backup and emergency services when required – 5 Marks (e) Reporting and incidents attendance plan - 5 Marks (f) Bidders to provide details on how they will mitigate risk to ensure that services to KR are not interrupted – 5 Marks 	<p>30 marks</p>

3	<p>Personnel qualification and Experience;CV Format Must provide a list of three (3) key staff with relevant qualifications to be engaged for the assignment. Must attach CVs and relevant copies of academic and professional certificates for each staff. (10 Marks for each staff with their CV, Academic and Professional Certificates attached)</p> <ul style="list-style-type: none"> i. CV in the format provided.2 marks ii. Attach copies of Academic and Professional Certificates for each staff. 2 marks. iii. At least a Diploma in Electrical/Electronic Engineering or in Mechanical Engineering .2 marks. iv. Evidence of Professional Training and Certification as a technician for the servicing generators as proposed by KR.2 marks. v. The proposed staff should have worked as a technician for at least 3 year. 2 marks. 	30 marks
	<p><i>Only firms attaining 70% and above in Technical score (S_t) during Technical Evaluation will proceed to Financial Evaluation.</i></p>	
C	<p>FINANCIAL EVALUATION Financial evaluation will be carried out on Least Cost Basis (LCB)</p>	

FORM – X BIDDERS EXPERIENCE

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

- a) Certified copy of Contract from the Clients listed.
- b) Original Reference addressed to Managing Director Kenya Railways in the Organizations original letter head

**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.

[Signature of staff member] Date: _____

[Signature of authorized representative of the firm] Date: _____

Full name of staff member: _____

Full name of authorized representative: _____

METHODOLOGY AND WORK PLAN - FORM Y

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

SECTION III GENERAL CONDITIONS OF CONTRACT

Table of Clauses

	Page
3.1 Definitions.....	25
3.2 Application.....	25
3.3 Standards.....	25
3.4 Use of Contract Documents and Information.....	25
3.5 Patent Rights.....	26
3.6 Performance Security.....	26
3.7 Delivery of Services and Documents.....	26
3.8 Payment.....	26
3.9 Prices.....	27
3.10 Assignment.....	27
3.11 Termination for Default.....	27
3.12 Termination for Insolvency.....	28
3.13 Termination for Convenience.....	28
3.14 Resolution of Disputes.....	28
3.15 Governing Language.....	28
3.16 Applicable law.....	28
3.17 Force Majeure.....	28
3.18 Notices.....	29

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

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

3.82. Payment shall be made promptly by the Procuring entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Contractor.

3.9. Prices

3.9.1 Prices charges by the Contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the procuring entity's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.

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

3.9.3 Where contract price variation is allowed the variation shall not exceed **10%** of the original contract price

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

3.10. Assignment

3.10.1 The Contractor shall not assign, in whole or in part, its

3.10.2 Obligations to perform under this Contract, except with the Procuring entity's prior written consent.

3.11. Termination for Default

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

- (a) If the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- (b) If the Contractor fails to perform any other obligation(s) under the Contract
- (c) If the Contract in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 In the event the Procuring entity terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered and the Contractor shall be liable to the Procuring entity for any excess costs for such similar services. However the Contractor shall continue performance of the contract to extent not terminated.

3.12. Termination for Insolvency

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

3.13. Termination for Convenience

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

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

3.14 Resolution of Disputes

3.14.1 The procuring entity and the Contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract

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

3.15. Governing Language

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

3.16. Applicable Law

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

3.17 Force Majeure

3.17.1 The Contractor shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that 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.

GCC Clause 4.1

THE EMPLOYER IS

Name: **Kenya Railways**
Address: **P.O. Box 30121 - 00100**
NAIROBI

Name of Authorized Representative: **The Managing Director**
Kenya Railways
P.O. Box 30121
NAIROBI

Telephone: **020 22212211, 2210111, 2215796 - NAIROBI**

SCC Clause 4.2

Contact person

Project Manager (Infrastructure) or such other officer as the Authorized Representative shall appoint

The name (and identification number) of the Contract is: Repairs and Servicing of AC Units at KR Headquarters and Various Stations. **KRC/PLM/017/2018-2019**

SCC Clause 4.3

The Works consist of general servicing and Maintenance of air conditioners.

SCC 4.4.1

The Start Date shall be as agreed with the Project Manager

This is a service contract which shall run for 2 year.

SCC Clause 4.4.2

The service described will be offered for 2 year with the servicing for each machine due after every 4 months. It will also include replacement of any part of the system which will be deemed necessary by the technician. The cost of the part will be covered by the contingencies sum included in this contract. No extra cost will be charged on labor cost by the service provider for replacement of the said parts.

SCC 4.4.3

The Site Possession Date shall be within 7 days after the signing of the contract.

The Site is located at Kenya Railways headquarters, Nairobi Railway station and Syokimau Railway station, Makadara Railway station, Imara Daima Railway station.

SCC Clause 4.4.4

Part payment will be done after every service subject to inspection and Verification of the work done.

SCC 4.4.5

The Performance Security 10% of the contract sum.

SCC 4.4.6

Amount of Tender Security is **KSHS. 50,000.00 FROM A COMMERCIAL BANK REGISTERED IN KENYA**

SCC 4.4.7

Period of honoring certificate – **45 days**

SCC 4.4.8

Contract price to be inclusive of ALL taxes including V.A.T

SECTION V - SCHEDULE OF REQUIREMENTS

- a. Services to be provided as specified in the schedule of requirements tabulated below.
- b. The Contract duration will be **24 months**.
- c. Servicing to be carried out on a quarterly basis.
- d. Physical Address, Office Location and Contacts fill in attached Business Questionnaire.
- e. A brief company profile highlighting and addressing issues under our Terms of Reference (attach any relevant documents/brochures.)
- f. The Particulars of Directors/Partners (Names, Nationality, citizen details, Shares)
- g. The Tenderers will provide together with their tenders, a bid security of Kshs.50,000.00. From a Commercial Bank Registered in Kenya
- h. A Performance bond of 10% of the Contract price shall be provided by the winning tenderer.

SECTION VI: DESCRIPTION OF SERVICES

BILL OF QUANTITIES

Item	Description	Unit	Qty	Rate	Amount
	Pricing Notes				
	<u>Tenderers are strongly advised to read the following notes before pricing this section. Visit to the sites is MANDATORY.</u>				
1	<i>Rates shall include the following in addition to what is described in the particular item:</i>				
	<i>a) Making good i.e. re-instatement of any finishes and structures affected by your works, to the Project Manager's approval;</i>				
	<i>b) Clearing debris, cleaning of affected surfaces as necessary, and removal of the debris from site;</i>				
2	<i>The Service works is for a period of Two(2) Years, with Four (4) No. services in each year carried out after every Three (3) Months</i>				
3	<i>All work shall be carefully executed with the particular aim of minimizing damages to adjacent finishes, structures, or components;</i>				

ITEM	DESCRIPTION	UNITS	QTY	RATE	AMOUNT
	BILL 1				
	Provide for general servicing of the outdoor and indoor AC units including gas charging for the 3600 BTU AC units as tabulated below.				
A	Railway headquarters Block C	NO	17		
B	Nairobi Railway station.	NO	2		
	Provide for general servicing of the outdoor and indoor AC units including gas charging for the 3600 BTU AC units as tabulated below.				
C	Syokimau Railway station.	NO	3		
D	Imara Daima Railway Station	NO	2		
E	Makadara Railway Station	NO	2		
	SUB TOTAL 1 (1 NO. SERVICE)				
	8 NO. SERVICES (2 YEARS)				
	Allow for a contingency sum of Kshs 600,000.00 for replacement of parts deemed necessary.	Item	1	SUM	600,000
	SUB – TOTAL 2				
	ADD 16 % VAT				
	TOTAL COST				

NOTE:

Tenderers should arrange during normal working hours to view and access the scope of work before quoting.

SECTION VII - STANDARD FORMS

Notes on the standard Forms

1. Form of Tender

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

2. Contract Form

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

3. Notification of Intention to Enter into Contract

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

4. Confidential Business Questionnaire Form

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

5. Tender Security Form

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

6. Bank Guarantee for Advance Payment bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation.

7. Performance security Form:

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

8. Viewing Certificate

Tenderers SHALL provide a viewing Certificate duly signed by the Corporation representative

9. Litigation History:

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

10. Integrity Declaration

Must be filled and submitted during the tender submission.

11. Form RB1

Must be filled during the tender submission.

Form of Tender

Date: _____

Tender No. _____

To: _____

Name and address of procuring entity

Gentlemen and/or Ladies:-

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

.....
.....

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

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

Dated this _____ day of _____ 2013

[Signature]
Duly authorized to sign tender for and on behalf of _____

[In the capacity of]

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

THIS AGREEMENT made the ___day of _____20___between.....[name of procurement entity] of[country of Procurement entity](hereinafter called “the Procuring entity”) of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)

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

In the presence of _____.

NOTIFICATION OF INTENTION TO ENTER INTO CONTRACT

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part _____ General:

Business Name

Location of Business Premises

Plot No. Street/Road

Postal Address Tel./No.....

Fax Email

Nature of business

Registration Certificate No.

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

Name of your bankers Branch

Part 2(a) – Sole Proprietor:

Your name in full Age

Nationality Country of origin

Citizenship details.....

Party 2(b) – Partnership

Give details of partners as follows

No	Name	Nationality	Citizenship Details	Shares
1				
2				
3				
4				
5				

Part 2(c) – Registered Company:

Private or public

State the nominal and issued capital of the company:–

Nominal Kshs:

Issued Kshs:

Give details of all directors as follows

No	Name	Nationality	Citizenship Details	Shares
1				
2				
3				
4				
5				

Date..... Signature of Tenderer

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

TENDER SECURITY FORM

Whereas[name of the tenderer]

(Hereinafter called "the tenderer") has submitted its tender dated.....[date of submission of tender] for the provision of[Name and/or description of the services]

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

KNOW ALL PEOPLE by these presents that WE.....Of.....having registered office at [Name of procuring entity](Hereinafter called "the Bank")are bound unto.....[Name of procuring entity](Hereinafter called "the procuring entity") in the sum offor which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of 20_____.

The Conditions of this obligation are:

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

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

we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

BANK GUARANTEE FOR ADVANCE PAYMENT

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

Gentlemen and/or Ladies:

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

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

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

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

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

Yours truly, Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

PERFORMANCE SECURITY FORM

To:
[Name of procuring entity]

WHEREAS

.....
[name of tenderer]

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

.....
[Description of services] (Hereinafter called "the Contract")

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of

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

This guarantee is valid until the _____ day of _____ 20 _____

Signature and seal of the Guarantors

[Name of bank of financial institution]

[Address]

[Date]



SITE VIEWING CERTIFICATE – FORM 7

REPAIRS AND SERVICING OF AIR CONITIONING UNITS AT THE HQS AND STATIONS

TENDER NO.KRC/PLM/017/2018-2019

The tenderer shall view the sites under the guidance of KR personnel.

I hereby certify that I have viewed all the sites as required under the schedule of requirements. Tender No: **KRC/PLM/017/2018-2019** for the following;-

Bidders will indicate that they have viewed the site and have the representative sign certificate.

(a) KR Representative

DESIGNATED OFFICER NAME

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

a) Tenderers Representative

TENDERERS NAME.....

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

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

FORM 8: LITIGATION HISTORY

Name of Contract/ Supplier

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

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

Authorized Persons Signature and Rubber Stamp of tenderer

Integrity Declaration

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

1. Each Tenderer must submit a statement, as part of the Tender documents, in either of the two given formats which must be signed personally by the Chief Executive Officer or other appropriate senior corporate officer of the Tendering company and, where relevant, of its subsidiary in the Kenya. If a Tender is submitted by a subsidiary, a statement to this effect will also be required of the parent company, signed by its Chief Executive Officer or other appropriate senior corporate officer.
2. Tenderers will also be required to submit similar No-bribery commitments from their subcontractors and consortium partners; the Tenderer may cover the subcontractors and consortium partners in its own statement, provided the Tenderer assumes full responsibility.
3.
 - a) Payment to agents and other third parties shall be limited to appropriate compensation for legitimate services.
 - b) Each Tenderer will make full disclosure in the Tender documentation of the beneficiaries and amounts of all payments made, or intended to be made, to agents or other third parties (including political parties or electoral candidates) relating to the Tender and, if successful, the implementation of the contract.
 - c) The successful Tenderer will also make full disclosure [quarterly or semi-annually] of all payments to agents and other third parties during the execution of the contract. Within six months of the completion of the performance of the contract, the successful Tenderer will formally certify that no bribes or other illicit commissions have been paid. The final accounting shall include brief details of the goods and services provided that they are sufficient to establish the legitimacy of the payments made.
 - d) Statements required according to subparagraphs (b) and (d) of this paragraph will have to be certified by the company's Chief Executive Officer, or other appropriate senior corporate officer.
4. Tenders which do not conform to these requirements shall not be considered.
5. If the successful Tenderer fails to comply with its No-bribery commitment, significant sanctions will apply. The sanctions may include all or any of the following:

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

FORM 9: ANTI-CORRUPTION DECLARATION COMMITMENT/ PLEDGE

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

I/We/Messrs.....

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

.....

Contact/Phone/E mail.....

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

I/We.....

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

Tender/Tender No

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

Authorized Signature.....

Name and Title of Signatory

Stamp.....

PAST EXPERIENCE OF THE FIRM - REFERENCES

NAMES OF THE APPLICANTS CLIENTS IN THE LAST FIVE YEARS AND VALUES OF CONTRACT/ORDERS

1. Name of 1st Client (Organization)

- i. Name of Client (organization).....
- ii. Address of Client (organization).....
- iii. Name of Contract Person at the client (organization).....
- iv. Telephone No. of client
- v. Value of Contract
- vi. Duration of Contract (date)

(Attach documents evidence of existence of contract)

2. Name of 1st Client (Organization)

- i. Name of Client (organization).....
- ii. Address of Client (organization).....
- iii. Name of Contract Person at the client (organization).....
- iv. Telephone No. of client
- v. Value of Contract
- vi. Duration of Contract (date)

(Attach documents evidence of existence of contract)

3. Name of 1st Client (Organization)

- i. Name of Client (organization).....
- ii. Address of Client (organization).....
- iii. Name of Contract Person at the client (organization).....
- iv. Telephone No. of client
- v. Value of Contract
- vi. Duration of Contract (date)

(Attach documents evidence of existence of contract)

FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION

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

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

REQUEST FOR REVIEW

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

- 1.
 - 2.
- etc.

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

- 1.
 - 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary