



KENYA RAILWAYS

TENDER NO. KRC/PLM/072/2018-2019

DISPOSAL OF SCRAP MATERIALS

CLOSING DATE: WEDNESDAY JULY 17, 2019 AT 10:00 AM

**THE MANAGING DIRECTOR
KENYA RAILWAYS
P.O BOX 30121-00100
NAIROBI.**

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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 Railway (KR) invites application from interested and eligible Firms for the purchase of various Scrap Materials as follows;

Mild/Structural Steel
Mild/Structural Steel
Permanent Ways Materials (Rails and Sleepers)
Cast Iron
Aluminum Materials
Brass Materials
Equipments

Scrap Regions

Kenya Railways has demarcated the regions for purpose of this exercise as follows;

1. COAST REGION (ZONE 1) – Consisting of the following Sites;

- Changamwe
- Voi

2. COAST REGION (ZONE 2) – Consisting of the following Sites;

- Kibwezi
- All areas surrounding the above zones

3. Nairobi Region (ZONE 3) – Consisting of the Following zones;

- Nairobi Central Workshops
- Nairobi Supplies Depot

SECTION I - INVITATION TO TENDER

DATE: July 2, 2019

TENDER REF NO: KRC/PLM/072/2018-2019

TENDER NAME: DISPOSAL OF SCRAP MATERIALS

- 1.1 The Kenya Railways now invites sealed tenders from eligible registered scrap metal dealers or smelters for the purchase of Scrap Metal Materials.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at Kenya Railways Procurement office Block C on First Floor During working days (between 9 am to 3 pm) or from KR website www.krc.co.ke, www.tenders.go.ke and www.supplier.treasury.go.ke
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fees of (Kshs.1000.00) for Hard Copies. Soft Copies and Downloaded Documents will be issued free of Charge. Bidders must express their interest through registering their details (Name, Contact details both telephone and Email address) by email addressed to procure@krc.co.ke for registration immediately.
- 1.4 Tenderers will be required to pay in advance a refundable deposit as indicated in the Appendix to Instructions to tenderers.
- 1.5 Viewing will be open to interested bidders during normal working days between 10:00 am to 3:00 pm in presence of Authorized KR Staff.
- 1.6 Completed tender documents are to be enclosed in plain sealed envelopes marked with the tender reference number and the tender name and deposited in the Tender Box at Kenya Railways Headquarters – Block C at the Reception Area or addressed to;

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

so as to be received on or before (**Wednesday July 17, 2019 at 10:00 AM**)

- 1.7 Prices quoted in the region should be net, must be in Kenya Shillings and shall remain valid for 180 days from the closing date of the tender.
- 1.8 Tenders will be opened immediately thereafter in the presence of the tenderers or their representatives who choose to attend at Kenya Railways Headquarters' Block C First floor Sattima Conference Room
- 1.9 The sale is on as is basis, bidders should make arrangement to ascertain the materials on offer before quoting at own convenience.
- 1.10 KR shall make award to the Highest Priced bids subject to the tender requirements and reserve price.

**GM – Supply Chain Manager
FOR: MANAGING DIRECTOR**

SECTION II - INSTRUCTIONS TO TENDERERS

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SECTION II - INSTRUCTION TO TENDERERS

2.1 Eligible Tenderers

2.1.1 This Invitation for Tenders is open to all eligible registered scrap metal dealers or smelters as described in the Appendix to instructions to tenderers.

2.1.2 Tenderers shall not be under a declaration of ineligibility for corrupt or fraudulent practices

2.1.3 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 specifically allowed under section 131 of the Act.

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 not exceed Kshs.1,000/=

2.2.3 The procuring entity shall allow the tender to review the tender document free of charge before purchase.

2.3 The Tender Document

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

- (i) Invitation to tender
- (ii) Instructions to tenderers
- (iii) Schedule of items and price
- (iv) Conditions of Tender
- (v) Form of tender

- (vi) Confidential Business questionnaire Form
- (vii) Tender Commitment Declaration Form

2.3.2 The tenderer is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to meet all the requirements of the tender will be at the tenderer's risk and may result in the rejection of its tender.

2.4. Clarification of Documents

2.4.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than thirty (30) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.4.2 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.

2.4.3 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.

2.5 Amendment of Documents

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

2.5.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and 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 Tender Prices and Currencies

2.6.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the items it proposes to purchase under the contract

2.6.2 Prices quoted by the tenderer shall be fixed during the tender validity period and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected

2.6.3 The Price quoted shall be in Kenya Shillings.

2.7 Tender deposit

2.7.1 The tenderer shall put a deposit for every item tendered for in the amount indicated in the schedule of items and prices.

2.7.2 Failure to put the required deposit for any item tendered for will lead to disqualification of the bid for the item.

2.7.3 Unsuccessful Tenderer's tender deposit will be discharged or returned as promptly as possible but not later than Seven (7) days after the expiration of the period of tender validity prescribed by the procuring entity.

2.7.4 The successful Tenderer's tender deposit will be credited to his bid price so that it forms part of the amount of the bid and the tender will be required to pay the bid price less the deposit security.

2.7.5 The tender deposit may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity.
- (b) in the case of a successful tenderer, if the tenderer fails to pay the balance of the bid price.

2.8 Validity of Tenders

2.8.1 Tenders shall remain valid for 60 days or as specified in the appendix to instruction to tenderers after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.10 Tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.8.2 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 deposit provided under paragraph 2.7 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender deposit. A tenderer granting the request will not be required nor permitted to modify its tender.

2.9. Viewing of Tender Items

2.9.1 Prospective bidders are advised to view the items, stores/equipment in liaison with the procuring entity before they bid for each lot. This will enable them to arrive at the most reasonable and competitive bids. Bids are based on AS WHERE IS CONDITION and the conditions of the items are not warranted by the seller.

2.10 Sealing and Marking of Tenders

2.10.1 The tenderer shall seal the tender and mark it with the number and name of the tender and **"DO NOT OPEN BEFORE Wednesday July 17, 2019 at 10:00 a.m**

2.11 Deadline for Submission of Tenders

2.10.2 2.11.1. Tenders must be received by the Procuring entity at the address specified not later than **Wednesday July 17, 2019 at 10:00 a.m**

2.11.2 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. In which case all rights and obligations of the procuring entity and tenderers previously subject

to the deadline will thereafter be subject to the deadline as extended.

2.12 Modifications And Withdrawals Of Tenders

2.12.1 Modification of tenders

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

2.12.1.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.9.1. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.12.2 Withdrawals and tenders

2.12.2.1 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer. Withdrawal of a tender during this interval may result in the tenderer's forfeiture of its tender deposit, pursuant to paragraph 2.7.5

2.13 Opening of Tenders

2.13.2 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend **at 10:00 a.m, on Wednesday 17, 2019** and in the location specified in the invitation to tender.

The tenderers or representatives who are present shall sign a register evidencing their attendance.

2.13.3 The tenderers' names, tender modifications or withdrawals, tender prices, and the presence or absence of requisite tender

deposit and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.13.4 The Procuring entity will prepare minutes of the tender opening.

2.14 Clarification of tenders

2.14.2 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.

2.14.3 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.

2.15 Evaluation and Comparison of Tenders

2.15.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computation errors have been made, whether required deposits have been furnished, whether documents have been properly signed and whether the tenders are generally in order. After examination a tender that will be determined to be substantially non responsive, will be rejected by the procuring entity.

2.15.2 The Procuring entity will evaluate and compare the tenders, which have been determined to be substantially responsive.

2.15.3 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

2.16 Award Criteria

2.16.1 The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially

responsive and has been determined to be the highest evaluated tender, subject to the reserves price.

2.17 Notification of Award

2.17.2 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.

2.17.3 Simultaneously the other tenderers shall be notified that their tenders have been unsuccessful.

2.18 Contacting the Procuring entity

2.18.1 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.

2.18.2 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 tenderer's tender.

Appendix to Instructions to tenderers.

The following information for sale of Scrap shall complement, supplement or amend, the provisions of the instructions to tenderers. Whenever there is a conflict between the provisions 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 Reference	<i>Particulars of appendix to Instructions to tenderers</i>
2.1.1	<p><i>This invitation to tender is Open to Registered Scrap Dealers or Smelters currently operating Similar business within Kenya.</i></p> <p><i>(The Firms must be registered in Kenya either as Sole Proprietors, Partnerships, Companies or any other form)</i></p>
2.2.2	<p>The Tender Document will cost 1,000.00 for hard copy, Soft copy and downloaded tender document shall be free of charge. Bidders who downloads the tender document must send details for registration to procure@krc.co.ke</p>
2.4.1	<p>Prospective Tenderers requiring clarification of the tender document may notify Kenya Railways in writing or by post at the following address;</p> <p>The Managing Director, Kenya Railways, P.O. Box 30121 – 00100 Nairobi, Kenya Tel: +254 Email: procure@krc.co.ke</p>
2.6.3	<p>The prices quoted shall be in Kenya Shillings</p>
2.7.1	<p>Tenderers will be required to pay a refundable deposit of Kshs. 5,000,000.00 in cash deposited to Kenya Railways account As follows</p> <p>Bank : Kenya Commercial Bank – Moi Avenue Branch Reference No: MM/HQO/CSH/CSH/1</p>

	<p>Account No: 1108981917 Account Name: Kenya Railways</p> <p>Bidders Must present the Deposit slip for receipting at Kenya Railways Cash office immediately.</p> <p>The Tender deposit shall be forfeited;</p> <ol style="list-style-type: none"> a. If the tenderer withdraws its tender during the period of tender validity specified Clause 2.8 of the Invitation to tender document b. In case of a successful tenderer, if the tenderer fails to pay the balance of the bid price within 30days of tender award of the tender and signing of the contract.
2.8.1	<i>The tender validity period will be 180 days from date of tender opening date</i>
2.9.1	Viewing of tender items will be done on normal working days between 9:00 a.m to 3:00 pm.
2.11	<p>Tenders must be received by Kenya Railways at the following address; Be deposited in the Tender box located at Reception Area, Kenya Railways Headquarters' Block C , during normal working hours or addressed to reach,</p> <p style="text-align: center;">The Managing Director Kenya Railways Corporation P.O Box 30121-00100 Nairobi.</p> <p>So as to be received on or before Wednesday July 17, 2019 at 10:00 a.m</p>
2.15	<p>Evaluation and Comparison of Tenders</p> <ul style="list-style-type: none"> • Kenya Railways will examine the tenders to determine whether they are complete, whether any computation errors have been made, whether documents are properly signed and whether the tenders are generally in order. After examination a tender that will be determined to be substantially non-responsive, will be rejected by the Kenya Railways. Other evaluation parameters are as specified in the tender data sheet. • Kenya Railways will evaluate and compare the tenders which have been determined to be substantially responsive • The tender evaluation committee shall evaluate the tenders within the validity period from the date of tender opening

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**APPENDIX B
PRELIMINARY EVALUATION/MANDATORY EVALUATION**

A	PRELIMINARY EVALUATION/ REQUIREMENT	MANDATORY	Mandatory
1.	Submit a Copy of Certificate of Registration/Incorporation		Mandatory
2.	Copy of Valid KRA Tax Compliance Certificate		Mandatory
3.	Copy of Current Business License from County Government where the firm is operating its business. KR May visit to ascertain the location provided before award.		Mandatory
4.	Filled, Signed and Stamped Litigation History Form		Mandatory
5.	Copy of a System generated CR12 certificate clearly indicating the Name of Directors		Mandatory
6.	Filled Signed & Stamped Integrity Declaration Form		Mandatory
7.	Must fill and Sign the Form of Tender in the Format provided in the Tender Document clearly indicating the tender price in both words and figures.		Mandatory
8.	Must Submit a duly filled and signed confidential business Questionnaire Form indicating the names of all the shareholders/Directors		Mandatory
9.	Tender Deposit of Kshs. Kshs. 5,000,000.00 deposited to Kenya Railways account provided. Bidders Must Provide a copy of the Deposit Slip and Original Payment Receipt issued from KR Cash office with the Tender document.		Mandatory
10.	Provide Audited Accounts for the Last Three Consecutive years with a Minimum average annual Turnover of Kshs.100,000,000.00 in the Three Years. (2015, 2016, 2017, 2018)		Mandatory
11.	Must fill the Price Schedule in the format provided in the Tender Document		Mandatory
12.	Must provide valid Scrap Metal Dealer/smelter certificate. (KR may visit the location to ascertain information provided)		Mandatory
13.	The bidder must provide details of registered location where Scrap shall be delivered (Scrap Yard/Smelter Location and name)		Mandatory

14.	Bidders should have their document consistently paginated consistently 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
<i>Pursuant to Section 80 of Public Procurement and Assets Disposal Act, 2015 any tender not meeting the mandatory and other eligibility criteria will not proceed to Technical Evaluation Stage.</i>		

A. TECHNICAL (100 Marks)		EVALUATION	
S/No	Description	Requirement	Score
1	Specific experience of the firm	<p>The firm must provide evidence of at least two (2) similar scrap assignment undertaken in the last ten (10) years, of which:</p> <p>a. At least one such similar assignment shall be of minimum value Kshs. One Hundred million (Ksh.100,000,000.00) only. (15 MARKS)</p> <p>b. The remaining one (1) similar assignments shall be of minimum value Kshs. Fifty million (50,000,000) each. (10 MARKS)</p> <p>As evidence</p> <p>c. To be scored above Bidders must attach copies of the Contracts for each of the two (2) submitted assignment clearly indicating details of the assignment, name and Contact Person and</p>	25

		address of the client, value of the assignment, period covered to undertake the assignment and evidence of successful completion - Provide details for telephone, Contact Person, to be considered.	
2.	Work Plan and Methodology	The firm should provide a logical, well-structured work plan consistent with the time frame for the collection of scrap indicating the region (Site) and the smelter in the same region, The dealer/agent shall deal with KR scrap metal as stipulated in the Scrap Metal Act Chapter 503 Article 14	
		a. Methodology indicating the resources to be mobilized including personnel, cutting collection and transportation out of KR Premises.	15
		b. Logical Work plan that clearly indicate timeframes (No. of days) to complete the collection of scrap at the Site. (Maximum 90 days for collection of the Scrap awarded)	15
		c. Organization: Company profile clearly indicating Management Structure.	10
3	Submit Certificates/licenses	Bidders must provide the following documents:	
		a. Membership of Scrap Metal Dealer Association. (10 MARKS) b. Submit latest certified copy of Scrap records kept at its various yards as required by Scrap	30

		Metal Act 2015 in Article 12. (20 MARKS)	
Bidders must score at least 70% in Technical Evaluation to proceed for Financial Evaluation			
<p>FINANCIAL EVALUATION CRITERIA Criteria – Highest Cost Method shall be used.</p> <p>Note:</p> <ul style="list-style-type: none"> • Bidders shall be required to price for all items in the region they select to be considered for financial evaluation. • Bidders will only quote for regions that they are licensed to operate Scrap business/Smelting firms. • Bidders quoting for areas they are not Licensed to operate will be considered non responsive for financial evaluation 			

C	<p>FINANCIAL EVALUATION</p> <p>a. Bidder must provide an Original reference letter from firms Bankers addressed to the Managing Director Kenya Railways (Commercial Bank registered in Kenya) Confirming the firm’s ability to raise the required finances for the transaction proposed and capability of Transacting a minimum of Kshs. 100,000,000.00 worth of Business. KR shall verify the Information by Consulting the Respective Bankers named.</p> <p>b. Bidder Must Submit Audited Accounts for any of the last three consecutive years (2015, 2016, 2017, 2018) issued by a Licensed Auditor registered by ICPAK.</p> <p>c. Bidder Must have an average annual Turnover</p>	Must Comply
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	of at Least Kshs100, 000,000.00 (One hundred million shillings) in Last three year audited accounts submitted in above	
C	<p>AWARD CRITERIA</p> <p>The Contract will be awarded to the firm that passes all the Evaluation Criteria and with the highest Bid Price subject to Reserve price as indicated in the tender form.</p> <p>Bidders will be awarded Scrap metals for only one Site.</p>	

DUE DILIGENCE

- i. Kenya Railways (KR) shall undertake a due diligence exercise to verify the authenticity of the information provided and verify on the previous performance from the bidders. This may be through visiting the bidder's premises, smelter firm 'and/or contacting References and other Government Agencies.
- ii. Bidders who have negative reports from previous assignments or unresolved disputes will be rejected from award considerations.
- iii. KR may consider the next bidder where the recommended bidder fails to meet the requirements after Due Diligence Exercise.
- iv. Bidders involved in unethical practice/unsolicited communication with Client personnel shall be deemed to have canvassed and may be disqualified at any stage. All communication KR must be in writing.

SECTION III – PRICE SCHEDULE FOR THE MATERIALS
SCRAP MATERIALS

S/N	Region	Site	Material	Quantity (Kg)	Reserve price/Kg (Kshs.)	Proposed Bid Price/Kg (Kshs.)	Total Bid Price (Kshs.)
1	COAST	MOMBASA	Mild/Structural Steel/permanent way material	102,700	30		
			Cast Iron	0	0		
			Aluminum Materials	0	0		
			Brass Materials	0	0		
		CHANGAMWE HOLDING SITE	Mild/Structural Steel/permanent way material	410,418	30.00		
			Cast Iron	0	0		
			Aluminum Materials	0	0		
			Brass Materials	0	0		
		CHANGAMWE LOCO SHED	Mild/Structural Steel/permanent way material	38,330	30		
			Aluminum Materials	0			
			Cast Iron	0			
			Brass materials	0			

S/N	Region	Site	Material	Quantity (Kg)	Reserve price/Kg (Kshs.)	Proposed Bid Price/Kg (Kshs.)	Total Bid Price (Kshs.)
		CHANGAMWE YARD	Mild/Structural Steel/permanent way material	903,778	30		
			Aluminum Materials	0			
			Cast Iron	0			
			Brass materials	0			
		SAMBURU STATION	Mild/Structural Steel/permanent way material	28,016	30		
			Aluminum Materials	0			
			Cast Iron	0			
			Brass materials	0			
		VOI HOLDING SITE	Mild/Structural Steel/permanent way material	175,993	30.00		
			Aluminum Materials	0	0		
			Cast Iron	0	0		
		OTHER SITES WITHIN VOI	Mild/Structural Steel/permanent way material	174,330	30		
			Cast Iron	0	0		
			Aluminum Materials	0	0		

S/N	Region	Site	Material	Quantity (Kg)	Reserve price/Kg (Kshs.)	Proposed Bid Price/Kg (Kshs.)	Total Bid Price (Kshs.)
			Brass Materials	0	0		
2	EASTE RN	MTITO ANDEI STATION	Mild/Structural Steel/permanent way material	21,350	30		
			Cast Iron	0	0		
			Aluminum Materials	0	0		
			Brass Materials	0	0		
		KIBWEZI HOLDING SITE	Mild/Structural Steel/permanent way material	338,326	30.00		
			Cast Iron	0			
			Aluminum Materials	0			
			Brass Materials	0			
3	Nairobi	NAIROBI CENTRAL WORKSHOPS AND YARDS	Mild/Structural Steel/permanent way material	6,378,142	30.00		
			Cast Iron	0			
			Aluminum Materials	0			
			Brass Materials	0			
Total				8,571,383			

1. *The sale is on as is basis; Viewers **should** therefore make a site visit as own convenience to ascertain the status of the Scrap.(Viewing is subject to clearance from KR Security department)*
2. *The Scrap is available for viewing in the following sites (Changamwe, Voi Kibwezi,Kiu , Nairobi Central Workshop, and Nairobi yard,) and any other site identified.(Bidders must make prior arrangement with KR Security department for clearance to visit the site)*
3. *The bidders shall quote for all items and the whole quantity of the items available in a site.*
4. *Award will be made to the responsive bidder offering the highest bid price, subject to the set reserve price per site.*
5. *No bidder shall be awarded more than one site.*

RULES AND PROCEDURES GOVERNING CONSOLIDATION OF SCRAP PAYMENT AND COLLECTION OF SCRAP MATERIALS

1. Marked scrapped materials will be taken-up and prepared for loading. These will be recorded as per scrapped asset number in the daily register for such work.
2. There will be different days of the activity of scrap preparation and different days for loading.
3. All the activities for collection of scrap material shall be carried out at designated sites identified by KR (Changamwe, Kibwezi Voi, Nairobi Central Workshop and Nairobi yard). The materials shall be secured in sites for the scrap take-up activities. All activities shall take place under supervision of KR designated staff only. No other person will be allowed access to site if not appointed by KR Management.
4. All bidders shall be required to provide vehicle details (registration) and name(s) and identification details of personnel to be deployed in the scrap collection sites to be given clearance by KR Security department to access the site.
5. Kenya Railways shall have designated staff on site as shall be appointed by the Managing Director. No bidder shall access site in absence of the designated KR Staff.
6. Bidders shall be required to provide a list of their designated scrapyards (s) or smelting yards (s) where the materials will be taken from KR Sites
7. Kenya Railways shall communicate on dates and sites for briefing sessions on the rules and procedures for payment and collection of scrap materials. All successful bidders must attend.
8. Upon execution of the contract, the bidder shall be required to deposit within 14 days 50% of the bid amount in KR Account. The collection of the scrap will be through a rundown account where invoices will be processed against the deposits. Such invoices shall only be processed until the deposit amount is at 10% of the bid amount. The bidders shall be required to top up with the remaining 50% of the bid amount otherwise the bidder shall not be allowed to collect any more scrap materials. Thereafter Invoicing will be continued until the account is depleted.

9. All vehicle particulars, weighment tickets both tare and loaded shall be accounted for and a spread sheet maintained on the same day of collection.
10. All Scrap materials shall be weighed and invoiced at site. KR shall provide vehicle weighbridge. No loading of cut-up marked scrap will commence without providing the tare weighment ticket of the empty lorry/truck dated the same day. The weight of the materials collected shall be the difference between the vehicle tare weight ticket (A) and the weight of the loaded vehicle weighment ticket (B). The bidder shall sign off all weighment tickets.
11. The value of scrap to be invoiced shall be B-A. No vehicle shall leave the scrap designated collection site without invoice. Loaded truck shall be escorted by railway police to the bidders designated yards at bidders cost.
12. All activities for cutting or loading and transporting of scrap materials to bidders premises shall take place between 09:00 Hrs and 15:00 Hrs.
13. All persons and vehicles involved in the work shall be recorded in the daily register.
14. It is the bidder's responsibility to clean up the site on completion of the Scrapping activities. The Bidder will be discharged from site when KR will be satisfied that the bidders has met all the required environmental and site clearance processes.
15. All bidders shall be required to provide their personnel with the requisite protective equipments. Bidders shall indemnify Kenya Railways against any claims for any loss and damage to KR equipment and any injury to their personnel.
16. There shall be no assignment of the Contract in part or whole. No person other than the bidders appointed representative shall be allowed to collect any Scrap materials or sign any document on bidder's behalf.
17. Kenya Railways shall terminate immediately any Contract for breach of the procedures without further reference to the bidder.

SECTION IV - CONDITIONS OF TENDER

- 4.1 A tenderer may tender for each item or each lot and may tender for as many items or lots as he/she wishes.
- 4.2 A tenderer will pay a deposit in advance before the closing date of the tender
- 4.3 Tenderers who will be awarded contracts will be required to pay for the items after 14 days and not later than 30 days failure to which the contract award will be cancelled and the deposit forfeited. If there is an administrative review, the review procedures shall be followed.
- 4.4 Tenderers who will not be awarded contracts will be refunded the deposits fourteen (14) days after notification of the communication of the contract awards.
- 4.5 Tenderers will be required to collect the items they have paid for within (30) days after making the payment failure to which storage charges will be charged as indicated in the appendix to Conditions of tender.
- 4.6 The procuring entity will disclose reserve prices for all the items. Items tendered for below the reserve price will be retained by the procuring entity.

Appendix to Conditions of Tender

The following information for sale of Scrap Materials shall complement, supplement, or amend, the provisions of the conditions of the tender. Whenever there is a conflict between the provisions of the conditions of tender and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the conditions of tender.

Conditions of tender reference	<i>Particulars of the appendix to Conditions of tender</i>
4.3	Successful Tenderers will be required to pay for the items not later than 30 days but not before 14 days are over after Notification of award failure to which the Contract award will be cancelled and the deposit forfeited. If there is an administrative review, the review procedures shall be followed
4.4	Tenderers who will not be awarded the contracts will be refunded the deposit after thirty (30) days of notification of Contract awards.
4.5	<p><i>Tenderers will be required to collect the items they have paid for as shall be agreed in the work programme. Failure to which storage charges will be charged storage at a rate of Kshs. 1,000.00 per day</i></p> <p><i>The Collection of Materials must be completed within 90 days from date of Tender award..</i></p>

SECTION V - STANDARD FORMS

FORM OF TENDER

Date: _____

Tender No. _____

To:.....
[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda. Nos.[insert numbers]. The receipt of which is hereby duly acknowledged, we the undersigned, offer to purchase and collect all the items offered to us in conformity with the said tender documents for the sum of[total tender amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to pay for and collect the items in accordance with the requirements of the tender.
3. We agree to abide by the 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. We understand that you are not bound to accept the highest or any tender that you may receive.

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for and on behalf of _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

<p>Part 1 – General</p> <p>Business Name</p> <p>Location of business Premises</p> <p>Plot No. Street/Road</p> <p>Postal Address Tel No.</p> <p>Nature of business</p> <p>Current Trade Licence No. Expiring date</p> <p>Maximum value of business which you can handle at any one time Kshs</p> <p>Name of your bankers Branch</p> <p>.....</p>
--

	<p>Part 2 (a) – Sole Proprietor</p> <p>Your Name in full Age</p> <p>Nationality Country of origin</p> <p>* Citizenship details</p>																								
	<p>Part 2 (b) Partnership</p> <p>Given details of partners as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 25%;">Citizenship Details</th> </tr> </thead> <tbody> <tr> <td>Shares</td> <td></td> <td></td> <td></td> </tr> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares				1.	2	3	4
	Name	Nationality	Citizenship Details																						
Shares																									
1.																						
2																						
3																						
4																						

Part 2 (c) – Registered Company

Private or Public

.....

State the nominal and issued capital of company –

Nominal Kshs.

Issued Kshs.

Given details of all directors as follows

Name

Nationality

Citizenship Details

Shares

1.

2.

3.

...

4.

.....

5.

Date Seal/Signature of Candidate

.....

TENDER DEPOSIT COMMITMENT DECLARATION FORM

Tender No. KRC/PLM/032/2018-2019

As indicated in the schedule of items and prices, we do confirm that we have put deposits for the items tendered for as supported by the attached copies of receipts as follows:-

ITEM No. or Lot No.	Item Description	Deposit Kshs.	Receipt No. and Date

Authorizing Official _____
(name) *(signature)*

(Date)

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

LITIGATION HISTORY FORM

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

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

(Bidders must fill this form)

Signature & Stamp.....

Date.....

INTEGRITY DECLARATIONS

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 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 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