



KENYA RAILWAYS

INVITATION TO TENDER

FOR

**PROVISION OF SECURITY GUARDING SERVICES FOR KENYA
RAILWAYS PREMISES AT KENRAIL TOWERS, WESTLAND
TENDER NO. KR/ SCM/195/2020-2021**

CLOSING DATE: Thursday 24th JUNE,2021

CLOSING TIME: 10:00 AM

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

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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:

- I. Developing a Standard Gauge Railway network within the country and connected to neighbouring countries
- II. 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.

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:

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

In consistence with its Strategic Plan objective of ensuring safety and security of assets and operations, the Corporation intends to procure **Provision of Security Guarding Services for Kenya Railways at Kenrail Towers, Westland.**

SECTION I: INVITATION FOR TENDERS

Tender Reference No. KR/SCM/195/2020-2021

Tender Name: Provision of Security Guarding Services for Kenya Railways Premises
Kenrail Towers, Westland

1. The Kenya Railways Corporation invites sealed tenders for the **Provision of Security Guarding Services for Kenya Railways Premises at Kenrail Towers, Westland.**
2. Invited Tenderer may obtain further information and inspect tender documents from www.krc.co.ke or ppip@ppra.go.ke and www.tenders.go.ke or at The General Manager – Supply Chain Management office Block A Ground Floor, Kenya Railways Headquarters during normal working hours.
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.
4. Bidders who download the document from KR Website MUST register their interest immediately by sending an email to procure@krc.co.ke, stating their names, email, postal and telephone address. Downloaded documents shall be issued free of charge.
5. Prices quoted should be net inclusive of all taxes, must be in Kenya shillings and shall remain valid for 150 days from the closing date of this tender.
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 **Thursday June 24th, 2021 at 10.00 am.**
7. Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at the **Conference Room on the 1st Floor, Kenya Railways Headquarters, Workshop Road, Nairobi.**
8. The tender must be accompanied by a Tender Security of **Kshs.260,000.00** in the form of a Bank Guarantee from a Commercial Bank Registered in Kenya valid for 180 days from date of tender opening.
9. Tenderer must serialize all the documents provided with the tender document (in the format 1, 2, 3, 4to the last page) and indicate total number of pages on the cover page.

Any additional information, addendums or clarifications in respect to this tender will be available in our KRC website www.krc.co.ke. All bidders are advised to regularly check the website during the bidding period.

General Manger – Supply Chain and Procurement Manager
FOR: MANAGING DIRECTOR

SECTION II - INSTRUCTION TO TENDERERS

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SECTION II -INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

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

2.2 Cost of Tendering

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

2.3 Contents of Tender Document

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

- (xi) Performance security Form
- (xii) Letter of Notification of Award
- (xiii) Integrity Form

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

2.4 Clarification of Tender Documents

2.4.1 A Candidate making inquiries of the tender documents may notify the Procuring entity by post, fax or by email at the procuring entity's address indicated in the 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.

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

2.12.7 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity.
- (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

2.13.1.1 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.

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

2.14. Format and Signing of Tenders

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

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

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

2.15 Sealing and Marking of Tenders

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

2.15.2 The inner and outer envelopes shall:

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

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

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

2.16. Deadline for Submission of Tenders

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

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

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

2.17. Modification and Withdrawal of Tenders

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

- 2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.18. Opening of Tenders

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

2.19 Clarification of Tenders

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

2.20 Preliminary Examination and Responsiveness

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether

required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

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

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

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

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

2.21. Conversion to Single Currency

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

2.22. Evaluation and Comparison of Tenders

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

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

- (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.

2.24. 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 Instructions to Tenderers

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

Instructions to tenderers (ITT)	Particulars of appendix to instructions to tenderers
2.1	Eligible Tenderers
2.1.1	Eligible Tenders: Open to All Qualified Firms
2.2	Cost of Tendering
2.2.2	Price for the Hard Copy of the Tender document will be charged Kshs.1000.00. soft copies. Downloaded copies will be issued free of charge from KR website at www.krc.co.ke or the treasury website www.supplier.treasury.go.ke
2.12	Tender Security
2.12.2	A Tender Security of at Kshs.260,000.00 of Tender Sum valid for 180 days from date of opening of the tender and issued by a Commercial Bank Registered in Kenya.
2.13	Validity of Tender Document
	Tender Validity will be 150 days from date of opening of tenders
2.14	Format and Signing of Tenders
2.14.1	Bidders Must Submit One (1) original and Three (3) Copies
2.15	Sealing and Marking of Tenders
2.15.2	The Tender submission address is: The Procurement Manager, Kenya Railways Headquarters, Haile Selassie Avenue Block C, First Floor. Nairobi
2.15.3	Do not open before: Thursday 24th June,2021 at 10.00hrs
2.18	Opening of Tender
2.18.1	Tenders will be opened on in the presence of bidders who chose to attend on Thursday 24th June,2021 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 21 of 60
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 to Instruction to Tenderers

Appendix A

Evaluation Criteria

a) Preliminary Evaluation (Mandatory)

PRELIMINARY EVALUATION		
A	MANDATORY REQUIREMENTS (MUST COMPLY)	Mandatory
1.	Attach/provide Copy of Registration certificates/ Incorporation certificate under the companies Act.	Mandatory
2.	Copy of Valid KRA Tax Compliance certificate	Mandatory
3.	Attach System Generated Copy of CR12 Certificate (for Incorporated Companies) issued within the last 6 months.	Mandatory
4.	Provide a Tender Security of Kshs.260,000.00 from a Registered Commercial Bank in Kenya valid for 180 days from the date of the tender opening.	Mandatory
5.	Certified Audited Accounts for any of the last Three (3) consecutive years (2017, 2018, 2019,2020) <ul style="list-style-type: none"> For Purposes of the Evaluation, the Accounts are considered to be certified if issued by a registered CPA Firm recognized by ICPAK and signed by the Company Directors. 	Mandatory
6.	Bidder Must provide Copy of current NHIF Compliance Certificate and Certified copy of returns(not payment receipts) for any of the last 3 consecutive Months (February, March, April, May 2021)(Returns must be signed and Stamped by the receiving NHIF office)	Mandatory
7.	Bidder must provide Copy of current NSSF Compliance Certificate for the employees and Certified copy of returns (not payments receipts) for any of the last 3 consecutive Months (February, March, April, May 2021) (Returns must be signed and Stamped by the receiving NSSF office)	Mandatory
8.	Bidder Must have an annual Turnover of Kshs.100 Million in each of the three years Audited Accounts provided in No.5 above	Mandatory
9.	Insurance Cover for Employees (Evidence of Insurance cover for current employees i.e Workman Injuries Benefits Cover (WIBA)	Mandatory
10.	Bidder Must submit 1 original copy & 3 copies of tender Document.	Mandatory
11.	Bidder Must provide Certified copy of Insurance Policy from a Reputable Insurance Firm registered in Kenya for Contractual Liability Cover for Kshs.5,000,000.00 (Five Million) valid for at least one year from date of tender submission	Mandatory
12.	Provide a Commitment letter that all guards to be deployed to KR will be vetted and the bidder undertakes to provide valid Police Clearance Certificates for each guard.	Mandatory

13.	Provide copy of valid frequency license (VHF/UHF/ALARM) from Communication Authority of Kenya. Attach a valid Frequency License (Not payment Receipts) from Communication Authority of Kenya for current area of operation.	Mandatory
14.	Letter of compliance to payment of minimum wage from Ministry of Labour.	Mandatory
15.	Bidder Must Fill , Sign and Stamp their Form of Tender (Form1)	Mandatory
16.	Bidders Must provide a Contact address: Physical, Postal, Telephone and Email address of the Firm and clearly indicate the list of Directors or Partners as applicable by in the Confidential Business Questionnaire which should be filled, stamped and signed (Form 4) .	Mandatory
17.	Bidders Must fill, sign and stamp the Litigation History Declaration even where there is non-existing cases for the last five years (Form8) .	Mandatory
18.	Bidder Must fill, sign and stamp the Integrity Declaration Forms provided in the Tender Document (Form 10)	
19.	Site Visit/Viewing Certificate signed by KR Officer. (Form 7) .	Mandatory
20.	Bidders should have their documents paginated (Serialized) to ensure compliance with section 74 (1) (i) of the Public Procurement and Asset Disposal Act, 2015. (In format 1,2,3,4,..... Last page)	Mandatory
21.	Provide evidence of firm's professional Membership either Kenya Security Industry Association (KSIA), Protective Industry Association (PIA) or any 16 other recognized security Association (attach a copy of Membership Certificate / Testimonial)	Mandatory
22.	Provide a proof of evidence of availability of training facility of their personnel. Provide certificate of registration of training Programme and trainers from NITA (Attach copies of certificates of approved training and trainers)	Mandatory
23.	Bidder Must provide Certified copies of the Certification documents as Proof of ISO Certification.	Mandatory
24.	Provide Valid Certificate of Good Conduct for Senior Management and Supervisory staff.	Mandatory
25.	Provide and attach evidence of Capability to monitor CCTV Surveillance (Provide recommendation letter from a reputable client where you have provided service in the last three years)	Mandatory
26.	Bidder must fill, sign and stamp the Self declaration form Declaration Forms provided in the Tender Document (Form 11)	Mandatory
27.	Bidder must fill, sign and stamp the Debarment Form provided in the Tender Document (Form 12)	Mandatory
<p>Pursuant to section 79 of the Public Procurement Assets and Disposal Act, 2015 any tender not meeting the mandatory and other eligibility criteria will not proceed to the Technical Evaluation Stage.</p>		

b) Technical Evaluation Criteria

S/No	REQUIREMENT	SCORE
1	<p>Experience of The Firm (FORM X Provided) – 20 Marks</p> <p>1. Provide evidence that the firm has offered similar services to at least Five (5) corporate clients with a minimum of 100 Guards each in the last five (5) years (2020, 2019, 2018, 2017, 2016)</p> <ul style="list-style-type: none"> • 3 Marks for each Assignment meeting requirement and evidenced by a Certified Full Contract (Assignments not supported by a Certified full contract will not be considered) <p>2. As proof, bidder must attach copy of Certified Full Contract and Reference Letters/Recommendation letter from each of the above assignments.</p> <ul style="list-style-type: none"> • 2 Marks for providing Copy of Certified Full Contract • 1 Mark for providing Reference Letter/Recommendation for the listed assignment) (for firms that have offered security guarding services to KR within the last 5years the Performance Appraisal Form (Form 14) shall suffice as the reference/recommendation letter). • For Purpose of the Evaluation Certified Contract/ LPOs are contracts Signed and Stamped as true copies of the Original Contracts/LPOs by the Companies directors or a Commissioner of oath. 	<p>30 Marks</p>
2	<p>Qualification of Key Staff (CV in the Format Provided: FORM W) –20 Marks</p> <p>a) Bidder must provide CV (in format provided fill form W), Academic, Professional Certificates and Good Conduct Certificate for each of the following Key Staff; (4 marks for meeting all requirements, 0 marks for failing any requirement)</p> <ul style="list-style-type: none"> • Chief Executive Officer - 4 Marks • Operations Manager - 4 Marks • Head of Supervision - 4 Marks • Training Manager - 4 Marks <p>b) A brief explanation of measures to be taken by tenderers in the event that services are not provided because of unforeseen circumstances such as strikes by employees, riots etc (4 Marks: 1 mark for each measure proposed)</p>	<p>20 Marks</p>
3	<p>Methodology and Work Plan (FORM Y Provided) – 25 Marks</p> <p>Principle of work Statement and details of how work SHALL be performed managed and reported. This should include but not limited to assignment of manpower, supervision of staff and frequency of the same, provision for backup staff, recruitment and replacement of</p>	

	<p>personnel's and feedback to Employer on incidents format, operational management plan</p> <p>Award of Scores</p> <p>The bidder's principle of work statement will be scored as per the following: -</p> <ul style="list-style-type: none"> • Assignment of Manpower- Details of how work will be performed managed and reported (8 marks) • Supervision Plan and Frequency (5 marks) • Proposed Recruitment method and policy, replacement of Guards, Back up plans (5 marks) • Operational management, reporting and providing feedback to KR including procedures for handling Incidents (7marks) 	25 Marks
4	<p>Equipment (FORM Z Provided) – 12 Marks</p> <ol style="list-style-type: none"> 1. Bidders must provide evidence of adequacy and ownership or lease and location of equipment's e.g. Vehicles, Radios, Motorcycles. 2. Bidders must provide proof of back up for both equipment and vehicles, provide assurance of routine and satisfactory maintenance to ensure that they are in good working condition at all times. <ul style="list-style-type: none"> • 3-5 vehicles/logbooks; (1 Mark) • Above 5 vehicles/logbooks; (3 Marks) • Back up equipment available; (5 Marks) • Evidence of routine and satisfactory maintenance to ensure that they are in good working condition at all times. Provide a servicing and maintenance certificates or schedules for equipment and vehicles; (3 Marks) • Undertaking (Written Statement) to provide back up for motor vehicle and equipment's (4 Marks) 	12 Marks
5	<p>Organization Structure detailed as follows; (13 Marks)</p> <ol style="list-style-type: none"> 1. Provide a detailed Company Profile outlining <ul style="list-style-type: none"> • Management Structure (2 Mark) • Line of Business (1 Mark) • History of the Firm (1 Mark) • List of Past Clients in the last Five Years (2 Marks) • Vision, Mission and Values (1 Mark) 2. Provide a detailed Training Curriculum for Guards (3 Marks) 3. Provide evidence of training for guards in each of the last three years. (3 Marks) 	13 Marks
	TOTAL	100 Marks

NOTE:

Due Diligence

Kenya Railways (KR) may conduct due diligence on the successful bidder to verify and confirm information provided.

Only bidders meeting the minimum score of 70% Technical Score shall proceed to the financial evaluation stage.

c) FINANCIAL EVALUATION

Financial evaluation shall be based on **Quality Cost Based Method**.

Tenderers that do not meet the requirements at the preliminary stage and technical stage shall be disqualified and shall not be considered at the financial evaluations stage.

	C. FINANCIAL EVALUATION (30%)	
	Quality Cost Based Method where: Score = $\left\{ \frac{\text{Lowest Bid Price}}{\text{Bid Price}} \right\} \times 30$	
	Summation of each bidder's scores for technical and financial evaluation shall be done and the one who scores highest overall shall be recommended for award.	

AWARD CRITERIA

The Combined Score (CS) will be calculated as follows

Combined Score (CS) = Bidders Technical Score (TS) + Bidders Financial Score (FS)

Where;-

Technical Score (TS) = 70%

Financial Score (FS) = 30%

- 1. The bidder with the Highest Combined Score will be recommended for award.**

**TECHNICAL EVALUATION FORMS
FORM X**

RELEVANT EXPERIENCE OF THE FIRM

Relevant services carried out in the last Five (5 No) years that best illustrate the firm's qualifications

Using the format below, provide information on each assignment for which your firm was legally contracted (5 Firms) (separate form for each client)

Name of Client:	Address:
Clients contact person for the assignment.	Position:
Contract Description:	Location:
Contract period:	Contract Value (Kshs.)
Description of Actual Services Provided by Your Firm:	

As evidence bidders must attach:

- Award letters
- Contract Agreements
- References/ Recommendation Letters

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

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ Nationality: _____

Membership in Professional Societies:

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Certification:

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

_____ Date: _____

[Signature of staff member]

_____ Date: _____

[Signature of authorized representative of the firm]

Full name of staff member:

Full name of authorized representative:

FORM Y

METHODOLOGY AND WORK PLAN

DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

1. Methodology & Work Plan (mks)

- Assignment of Manpower- Details of how work will be performed managed and reported **(8 marks)**
- Supervision Plan and Frequency **(5 marks)**
- Proposed Recruitment method and policy, replacement of Guards, Back up plans **(5 marks)**
- Operational management, reporting and providing feedback to KR including procedures for handling Incidents **(7marks)**

FORM Z

MOTOR VEHICLES AND EQUIPMENT FOR THE ASSIGNMENT

Major Items/ Equipment proposed for carrying out this Assignment

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

(15MKS)

- ✓ Attach maintenance schedules for all the equipment and vehicles.

SECTION III GENERAL CONDITIONS OF CONTRACT

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SECTION III – GENERAL CONDITIONS OF CONTRACT

3.1 DEFINITIONS

In this Contract, except where context otherwise requires, the following terms shall be interpreted as indicated:

Procuring Entity Definition: Kenya Railways Corporation
P. O. Box 30121-00100
NAIROBI

"Schedule of Rates" means the priced Schedule of Rates forming part of the tender (where applicable).

"The Completion Date" means the date of completion of the Services as certified by the Employer's Representative.

"Security Firm" refers to the corporate body whose tender to carry out the Services has been accepted by the Employer.

"The Security Firm's Tender" is the completed tendering document submitted by the Security Firm to the Employer.

"Days" are calendar days; "Months" are calendar months.

"Equipment" is the Security Firm's machinery and vehicles brought temporarily to the Site for the execution of the Services.

"Site" means the place or places where the Services are to be carried out.

"KR Representative" is the person appointed by the Employer and notified to the Security Firm for the purpose of supervision of the Services.

"Specification" means the Specification of the Services included in the Contract.

"Agreement" means this Agreement made between KR and the Security Firm including the First and Second schedules and to other document forming the Agreement;

"Effective Date" means the date that the services shall commence as stipulated in the Agreement.

"Party" means either KR or the Security Firm.

"**KR**" means Kenya Railway Corporation (The Employer).

"**Security Personnel**" mean the employees of the security firm.

"**ROW**" means Right of Way.

"**Both Parties**" means KR and the Security Firm.

"**Rates**" means the cost and charges of the services the Security Firm shall provide to KRC, as provided for in the Second Schedule of this Agreement.

"**Services**" means the security guard services that will be provided to KRC by the Security Firm pursuant to this Agreement and includes any additional or incidental services thereto including guard dog services.

"**Duties**" means providing, performing, actioning, executing, engaging and or obliging to a moral legal duty to provide services by the Security Firm to KR as provided for in the First and Second Schedule of this Agreement; or any other assignment directed on request by signing of a Temporary Works Order. Such orders will be for a maximum of seven (7) days and from there henceforth, it will revert to normal guarding on the same contract price.

3.6 PERFORMANCE SECURITY

The successful bidder shall within thirty (30) days from the date of Notification of Intention to Enter into Contract furnish KR with a Performance security equivalent to 10 % of Contract Sum from a Registered Bank in Kenya.

3.8 PAYMENT TERMS

Kenya Railways payment terms are within 30 days upon receipt of certified invoices confirming that the services have been delivered in accordance with the provisions of the Contract.

3.9 TENDER PRICES

The Contract price will be fixed during the term of contract and not subject to variation. Variation of Contract will be done in accordance with the Public Procurement and Assets Disposal Act, 2015.

3.10 ASSIGNMENT

The Security Firm shall not assign any of its rights or duties under this Agreement.

3.13 TERMINATION FOR CONVENIENCE

KR may without prejudice to any other remedy accruing to it for breach of contract, terminate this Agreement in writing in whole or in part if:-

- i) The Security Firm fails to provide satisfactorily services in the performance of this Agreement.
- ii) The Security Firm fails to perform any other obligation under this Agreement.
- iii) The Security Firm goes under liquidation.
- iv) The Security Firm changes ownership.

On termination of this Agreement, howsoever, the terminated Security Firm shall be permitted to remove all its equipment, sign plates, instruments and guard dogs which may have been placed by the Security Firm upon the premises.

3.18 EMPLOYER'S REPRESENTATIVE'S DECISIONS

Except where otherwise specifically stated the Employer's Representative will decide contractual matters between the Employer and the Security Firm in the role representing the Employer.

3.19 INSTRUCTIONS

The Security Firm shall carry out all instructions of the Employer's Representative which are in accordance with the Contract.

3.20 MANAGEMENT MEETINGS

A Contract management meeting shall be held regularly and attended by the Employer's Representative and the Security Firm. Its business shall be to review the performance of the Work. The Employer's Representative shall record the business of management meetings and provide copies of the record to those attending the meeting and the Employer. The responsibility of the parties for actions to be taken shall be decided by the Employer's Representative either at the management meeting or after the management meeting and stated in writing to all who attend the meeting.

Communication between parties shall be effective only when in writing.

3.21 DURATION OF CONTRACT

3.21.1 This Agreement shall come into force upon signature thereof, and shall remain in force for a period of **twenty-four (24) months** unless terminated in accordance

with clause 6.1(b) below. The contract is to align with the existing contracts up-to February 2022

3.21.2 The parties hereto shall have a right to terminate this Agreement at any time upon the issuing by one party of one month written notice of such intention to the other party. The parties hereto shall be expected to honour their obligations within this Agreement with utmost diligence during this period of notice.

3.22 CONFIDENTIALITY

The Security Firm, its Security Officers, servants and agents shall not at any time during or after termination of this Agreement divulge or allow to be divulged to any person or third party any information relating to the business or affairs of KR.

3.23 PROVISION AND STANDARD OF SERVICE

The Security Firm shall provide services of high standards in the performance of this Agreement and poor performance shall be grounds for summary termination of the Agreement without any notice at the sole discretion of KR.

Frequent and inexcusable delays by the Security Firm in the performance of its obligations hereunder shall give rise to sanctions and imposition of liquidated damages by KR.

If at any time during the performance of this Agreement the Security Firm encounters conditions affecting timely provision of services, the Security Firm shall immediately and without any delay notify Kenya Railway in writing of the condition, its cause and duration and possible solution thereto and as soon as practicable KR shall evaluate the condition and may, at its sole discretion, waive the Security Company's obligations without the risk of sanctions imposition of liquidated damages and or the summary termination of this Agreement without any notice.

3.24 INDUCEMENT/PAYMENT OF COMMISSION AND CORRUPT GIFTS

3.24.1 The Security Firm shall not;

- a) Offer or give or agree to give to any person in the service of the Employer any gifts or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract with the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract with the Employer.

b) Any breach of this Condition by the Security Firm or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Security Firm) shall be an offence under the Laws of Kenya.

3.25 PROBATION PERIOD

The Security Firm shall provide the services to KR, subject to proper performance and evaluation thereof, the Agreement may be confirmed in writing at the discretion of KR.

3.26 NOTICE ADDRESSES

Any notice to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the relevant party or by facsimile transmission or by electronic mail and shall be deemed to have been received by the addressee within Three (3) days of posting or 24 hours if sent by facsimile transmission or by electronic mail.

For the Employer:

The Managing Director
Kenya Railway Corporation
P.O. Box 30121-00100
NAIROBI

For the Security Firm:

3.27 INDEMNITY

The Security Firm shall indemnify and keep indemnified KR its servants and agents against loss of or damage to property or bodily injury sustained by it or them by reason of any act, omission or neglect of the Security Firm, its servants or agents whilst performing their duties under this Agreement and against the dishonesty of its Security Officers whilst performing their duties hereunder and THIS shall include any loss damage injury or any consequential or indirect loss sustained by KR its servants or agents or third parties lawfully on the Premises by reason of any act or omission or neglect of the Security Firm its servants or agents.

3.28 CLAIMS

Notice of all claims by KR in respect of any loss damage or injury or consequential or indirect loss shall be given in writing to the Company giving details of such loss, damage or injury of consequential or indirect loss within Fourteen (14) days after the discovery of such damage loss or injury.

3.29 INSURANCE

3.29.1 The Security Firm shall insure its Security Officers and dogs engaged in the performance of this Agreement against injury sustained by them in the course of carrying out their duties in pursuance hereof and unless such injury shall be due to the act neglect or default of KR its servants or agents the Security Firm will indemnify KR against all actions claims and demands in respect of such injury.

3.29.2 The Security Firm shall if required by KR avail the Policy of Insurance in respect thereof and proof of payment of current premium.

3.30 LIQUIDATED DAMAGES

If the Security Firm fails to provide any or all of the services within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the price of the unperformed services, per day until actual delivery of services, up to a maximum deduction of 10% of the unperformed services. After this the procuring entity may consider termination of the contract.

3.31 CHANGE OF DIRECTORSHIP

The Security firm shall inform KR in writing of any changes in its directorship.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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

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

General conditions of contract reference	Special conditions of contract
3.6	Specify performance security if applicable: 10% of the Tender/Contract Sum
3.8	Specify method Payments. Payments shall be made at the end of every Month within 30 days upon receipt of Invoice(s).
3.9	Specify price adjustments allowed. None
3.14	Specify resolution of disputes. Disputes to be settled as per the Arbitration Laws of Kenya
3.16	Specify applicable law. Laws of Kenya
3.17	Indicate addresses of both parties. Client: The Managing Director Kenya Railways P.O Box 30121 - 00100. Nairobi, Kenya
Other's as necessary	Complete as necessary

SECTION V- SCHEDULE OF REQUIREMENTS

Services to be provided as specified in the schedule of requirements tabulated below.

1. The Contract duration will be for 24 months, however, a performance appraisal will be conducted at the end of every six (6) months. Continued service will be subject to satisfactory performance.
2. The contract entails provision of security guards to all KR assignments at Kenrail Towers Westland, Security Dogs/Handlers and equipment as may be advised for execution of security guarding services, amongst which are:
 - a. Enforcing KR security procedures, regulations and standards at all sites, offices, facilities and all other areas of interest.
 - b. Safeguarding KR personnel, tenants, properties, materials and equipment from unauthorized use, loss, theft, espionage and sabotage.
 - c. Perimeter protection (walls, fences, beacons, boundaries) by deterring trespass and timely reporting of any breaches.
 - d. Manning of entry/access points.
 - e. Conducting of searches of all person(s) to KR premises.
 - f. control of movement and searching and screening of vehicles
 - g. Receiving and directing visitors to areas of interest.
 - h. Maintaining accurate records of both human and vehicles traffic into KR premises.
 - i. Collection, analysis and sharing of information and intelligence on potentially harmful events.
 - j. Escorts as may be necessary.
 - k. On time and accurate reporting of incidents and other extra ordinary occurrences.
 - l. Other duties as may be assigned from time to time.
3. All guards must be fully equipped and facilitated for the job.
4. The security service provider will be required to submit monthly reports at the end of every month

SCHEDULE OF REQUIRED SERVICES

The security guarding services will be arranged as follows;

Nairobi Region :- Kenrail Towers	Kenrail Towers	
Asset/Facility: Kenrail Towers Westlands	No. of guards	
	Day	Night
Main Entrance(Screening)	3	2
Rear Entry and Patrol	2	2
Ground Floor (Patrol)	1	1
Mezzanine 1	1	1
Mezzanine 2	1	1
Mezzanine 3	1	1
Main Vehicle Entry	3	2
Rear Vehicle Exit	2	1
Southern Wing-patrol	2	2
Northern Wing-patrol	2	2
Basement 1 (parking yard)	1	1
Basement 2 (parking yard)	1	1
Delivery Zone 1	1	1
Delivery Zone 2	1	1
Control Room	2	2
Total no. of Guards	24	21

SECTION VI – DESCRIPTION SCOPE OF SERVICES

1. Scope of Service

The successful bidder will be expected to: -

1. Hire and pay salaries for their guards, Supervisors and managers without depending on payment from KR.
2. Provide sound and effective security guarding dogs and dog handlers where applicable.
3. Provide radio communication HF & VHF deployment and routine check patrol vehicles, (provide details of motor vehicles) together with CCK radio communication licenses.
4. Attend fire emergency situation/fire prevention, detection and control.
5. Have back-up systems in cases of emergencies.
6. Have their personnel trained in bomb threat procedures and drills.
7. Have First Aid and evacuation drills.
8. Provide literate and trained guards capable of using radios and modern equipment.
9. Be able to control Industrial disputes/assembly control and riots.
10. Be able to summon police, fire brigade and ambulances in cases of emergencies.
11. Appoint personnel who have knowledge in the legal and practical limitations in relation to searching of persons, property and vehicles and a fair understanding of Criminal Procedure Code and penal Code.
12. All security officers and personnel to be subjected to a thorough medical inspection fit for their duties. Relevant medical Certificates to be produced on request.
13. All security officers and personnel will be subjected to an effective supervisory arrangement and procedures and KR shall make periodical check/visits.
14. All equipment, Instruments and guard dogs used by such security officers will be medically examined and be supplied by the company concerned.

2. Provision and Standard of Service

- i) A high standard of security performance in the execution of their service is expected. **Poor performance** and **substandard quality of service** will be grounds for **termination of the agreement**.
- ii) The security will maintain an **Occurrence Book**. They should be able to provide all their guards with note books, pens or cards / form, where the supervisors will sign to certify their physical visits or change of guards, i.e. occurrence books and note any incidences during the execution of the services.
- iii) Frequent and inexcusable delays by the Firm in the performance of its obligations hereunder shall give rise to sanctions impositions of liquidated damages by the Client.
- iv) If at any time during the performance of this Agreement the Firm encounters unfavourable conditions affecting provision of services, the Firm shall immediately and without any delay notify the Client in writing of the Conditions, their cause duration of occurrence. As soon as practicable the Client shall evaluate the condition and seek to address any anomalies, and may at its sole discretion waive the Contractor's obligations.
- v) The occurrence book will be the property of the Kenya Railways and shall be presented to KR Security Officer in charge of Kenrail Towers by **8.00am** of each day.
- vi) A high standard of security performance in the execution of their work is expected. Poor performance and substandard quality of work will be grounds for termination of the agreement.

3. Log keeping and Reporting

The Firm will maintain a register of security officers on duty to be signed by each officer and to be provided to Kenya Railways security on request.

The Firm will ensure that any guard absent for **whatever reason is immediately replaced** in order to maintain proper coverage of all posts.

The Firm will immediately replace any guard whose **performance is considered unsatisfactory** by KR security. Such decision is within the Kenya Railways sole discretion and replacement shall be at no additional cost to the Kenya Railways.

4. Shift Handover

Conduct a thorough shift handover at each shift change ensuring that information and instructions are passed on to the next supervisor and a detailed inventory is conducted of all equipment provided.

5. Equipment

All guards must be fully equipped to the minimum with the right tools of their trade as follows:-

- a. Peak caps/Berets
- b. Whistles and Lanyards
- c. Torches and batteries
- d. Serviceable military boots
- e. Great Coats
- f. Clearly recognizable uniform (Shirt, Trousers & Sweaters) and Tie where applicable.
- g. Clubs
- h. Identification badges – **must clearly display the company's logo**
- i. Communication equipment
- j. All Security personnel manning gates and Entrances to have Metal Detectors & Under-search Mirrors for Motor Vehicles.

6. Logistics

The Security Firm shall make arrangements and be responsible at their own cost for the following;

1. General transport requirements for all its personnel to and from the premises
2. Accommodation and site office for all personnel and operations;
3. Provision of Communication Equipment to its personnel, supervisor inclusive.
4. Assignment Instructions for each post/Guard

7. Security Reports

The security firm will be required to submit monthly and quarterly reports at the end of every month and quarters.

8. Sign Plates

The Security Firm shall at its own cost and subject to the prior approval thereof, provide sign plates indicating that the Premises are being guarded by the Security Firm and that guard dogs in use are not a threat.

In the event of a loss, investigations must commence immediately by both parties in conjunction with the Police and investigative reports sent to headquarters for final decision.

9. Minimum Requirements To Be Met By Security Guards

The firm shall ensure all persons presented for security service at Kenya Railways meet the following minimum qualifications which may be inspected from time to time;

- a. Age of the Guards: Aged between 20 and 50 years old.
- b. Education: Form four leavers and above who are able to express themselves in English and Swahili fluently.
- c. Valid National Identification Document.
- d. Valid Certificate of Police Clearance: The firm shall have thorough knowledge of guards' background and **MUST** provide their Certificates of good conduct before the guards are posted.
- e. Guards with security-oriented training highly recommended
- f. Past experience in provision of service to high-end and security conscious clients e.g. Embassies, Banks, airports etc

10. Training

Guards shall have undergone training in primary security procedures, fire-fighting, and safety, first aid and customer service. Training on anti-terrorism and terrorism awareness is a must. Working knowledge of computers is added advantage.

The KR may ensure security firm staff serving at KR facility undertake basic in-house training programmes provided by KR at a fee **(to be paid for by the firm)** to enhance the capacity of guards to operate at Premises:

- a. General KR Operations.
- b. Business Security Awareness.
- c. Safety Awareness.
- d. Customer Care.
- e. Fire and Rescue.
- f. First Aid techniques.

11. Supervision

The guards shall be effectively supervised on a 24-hours basis by site contract manager or a qualified supervisor provided by the firm.

Provision of Supervisors, Site Manager/ Officer in Charge shall be at the bidders cost.

12. Incident Reporting

The firm shall have in place adequate systems for reporting any incidents. Incidents occurring in KR's premises shall be reported without delay to the Security Services Manager or representative.

13. Incident Reporting Procedure

On observing an incident, the firm shall immediately activate an alerting process as follows:

1. Inform supervisor by Radio or Telephone
2. Inform his/her other colleagues working with him/her at the point

On receipt of an alert, the firm shall:

1. Deploy reinforcement and alert all Radio holders.
2. Report to their Control or Command Centre and Duty Supervisor.
3. Report to KR Security Office or any security person available.
4. Proceed to scene (where necessary), evaluate the situation and re-confirm to Supervisor including requests for KR and Police intervention.
5. Record all details of the incident in the Occurrence Book.
6. Make Incident Report to KR Security Office within one's working time (before handing over to incoming shift).

14. Communications

The firm shall ensure own communication links (land line telephone, mobile phones, radios etc) to the main control room must be reliable and manned 24 hours. KR would provide necessary internal communication as above necessary.

Where KR's telephone will be used to make external calls or mobile destinations, such calls must be officially recorded as will be specified. Bills for calls made on non-KR business will not be honoured.

15. Patrolling

Types of Patrol shall be;

- a. Foot Patrols
- b. Mobile/vehicle patrols
- c. Surveillance

16. Firms Performance Evaluation

Immediately after contract signature, the Kenya Railways and the security Firm will hold a project start up meeting to review the implementation plan of the Firm. Implementation will be within one month of contract signature. Thereafter, monthly Firm's performance reviews will be held by the Corporation and the Firm to appraise the Firm's Performance, discuss performance issues as well as other operational concerns. Performance evaluation shall include a certification that the firm and its employees have conducted themselves in accordance with the expected standards of conduct.

The Firm will be subject to periodic performance assessment and review by the Corporation.

The Firm's performance will be reviewed based on, but not limited to the following performance indicators:

1. Quality of service:

- Compliance with the Contract requirements and attainment of the objectives of security
- Accuracy of records
- Effectiveness of contract personnel and personnel management
- Technical excellence
- Highest standards of integrity, competence and performance in line with Ethics and Anti-Corruption Standards of Conduct.

2. Timeliness:

- Reliability of Contactor's Services
- Adherence to agreed schedule

3. Business Relations

- Effective management of operations
- Liaison and Client relations

- Effective resolution of problems issues or concerns
- Effective management of employee's performance and conduct
- Firm's flexibility

There shall be three types of evaluations, namely:

- Daily Evaluations; - These shall be done by the respective KR Security Officers.
- Monthly Evaluations; - These shall be done by the Security Services Manager or representative.
- Annual Evaluation; - These shall be done by the Security Services Manager or representative.

17. Methods of Recording Patrols and Incidents

Details of patrols and incidents shall be recorded in a Register (Occurrence Book - OB), which shall be maintained at the specified manning areas. At a minimum, each record of patrol or incident shall include the following:

- Incident Entry Number (Register / OB No)
- Date and time of occurrence of incident or patrol
- Nature of occurrence
- Remarks and observations related to occurrence.
- Signature of security person/guard making the entry

18. Duty Performance Record

The shift supervisor shall take over duties and record the same in the OB. Visit each manning point at least four times per shift and record in the occurrence registers/OB at manning points (where applicable) as required by KR Regulations.

19. Operational Contact Person

Head of Security Service Division or representative shall be informed or contacted for any information related to day-to-day security operations.

SECTION VII - STANDARD FORMS

Notes on the standard Forms

- 15. Form of Tender:
- 16. Price Schedule Form:
- 17. Notification of Intention to enter into contract Form:
- 18. Confidential Business Questionnaire Form -
- 19. Tender Security Declaration Form:
- 20. Performance security Form:
- 21. Viewing Certificate
- 22. Litigation History:
- 23. Integrity Declaration
- 24. Anti-Corruption Form
- 25. Self-Declaration Form
- 26. Debarment Form SD1
- 27. Form RB1

FORM 1: Form of Tender

Date: _____

Tender No. _____

To: _____

Name and address of procuring entity

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. _____ (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Services under this tender in conformity with the said Tender document for the sum of..... [Total Tender amount in words and figures].....
.....
.....
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the Insurance Cover Services in accordance with the conditions of the tender.
3. We agree to abide by this Tender for a period of [number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 2013

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

**FORM 2: PRICE SCHEDULE FORM
PRICE SCHEDULE OF SERVICES**

The service provider should indicate the cost that is necessary to meet the security guarding requirements for Kenya Railway facility at Kenrail Towers.

The price quotation shall include all applicable taxes for purposes of the price schedule and shall adhere to itemized Description below upon contract execution.

Name of Tenderer;.....

Tender Number;

KENRAIL TOWERS, WESTLAND GUARDING SITE

Item	Description	No. of Guards Required	Unit Price Per Month (Ksh.)	Total Monthly Cost (Ksh.)	Total Annual Cost (Ksh.)	Remarks All Prices must be inclusive of all Taxes
1.	Day Security Guards	24				
2.	Night Security Guards	21				

Total Tender Price in words

.....
.....

(Carried to Form of Tender)

NB.

1. The bidder's prices should meet the requirements of the PPAD ACT, 2015 and Regulations 2020
2. The services will be rendered on 24 hrs basis for the entire contract period
3. Invoices must indicate the price build up on the cost of the Guard and 16% VAT as tendered above
4. The successful bidder shall enter into a 2 (year) year contract.
5. Payments shall be made at the end of every Month within 30 days upon receipt of certified original Invoice(s) or as shall be agreed

Signature of Tenderer _____

Date & Stamp _____

**FORM 3
NOTIFICATION OF INTENTION TO ENTER INTO CONTRACT**

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

FORM 4: 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				
6				
7				
8				
9				
10				

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				
6				
7				
8				
9				
10				

Date..... Signature of Tenderer

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

Stamp/ Seal

FORM 5: TENDER SECURITY FORM

Whereas [name of the tenderer]

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

[name and/or description of the services]

(hereinafter called "the Tenderer").....

KNOW ALL PEOPLE by these presents that WE.....

Of.....having registered office at

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

[name of procuring entity](hereinafter called "the procuring entity") in the sum of

for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of 20_____.

THE CONDITIONS of this obligation are:

- 1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
- 2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

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

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

FORM 6: PERFORMANCE SECURITY FORM

To:

[Name of procuring entity]

WHEREAS

..... [name of tenderer]

(Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. _____

[Reference number of the contract] dated _____ 20 _____ to supply

.....

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

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

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

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

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

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

Signature and seal of the Guarantors

[Name of bank of financial institution]

[Address]

[Date]

(Amend accordingly if provided by Company)

FORM 7:



KENYA RAILWAYS

VIEWING CERTIFICATE

**PROVISION OF SECURITY GUARDING SERVICES TO KENYA RAILWAYS
PREMISES- KENRAIL TOWERS, WESTLAND**

This is to certify that,.....(Name of Tenderer or his representative)
of the firm of,(Name of Firm Tendering) In the company
of,.....(Name of KR's representative conducting
the visit) visited the above site in connection with **TENDER NO: KR/SCM/195/2020-2021**

Having studied the tender documents, I carefully examined the site.

1. I have made myself familiar with all the local conditions likely to influence the services and cost thereof.
2. I further certify that I am satisfied with the description of the work and the explanations given by the KR's representative and that I understand perfectly the work to be done as specified and implied in the execution of the contract.

Tenderers; Name.....

Signature.....Date.....

KR representative; Name.....

Signature.....Date.....

Official Stamp.....

FORM 8

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

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)
2020			
2019			
2018			
2017			
2016			
2015			
2014			

Signature and Rubber Stamp of tenderer

**FORM 9:
Integrity Declaration**

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

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

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

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

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

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

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

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

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

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

a) Cancellation of the contract;

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

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

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

FORM 10:

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.....

FORM 11: SELF DECLARATION FORM

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I,of P. O. Box being a resident of in the Republic of do hereby make a statement as follows:-

THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of Tender No. for(insert tender title/description) for(insert name of the Procuring entity) and duly authorized and competent to make this statement.

THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(insert name of the Procuring entity) which is the procuring entity.

THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(name of the procuring entity)

THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender

THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

..... (Title)
(Signature) (Date)

Bidder's Official Stamp

FORM 12

DEBARMENT DECLARATION

FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I, of Post Office Boxbeing a resident of in the Republic of..... do hereby make a statement as follows: -

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of Tender No. for (insert tender title/description) for (insert name of the Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief.

.....
(Title) (Signature) (Date)

Bidder Official Stamp

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.....of
.....20...

REQUEST FOR REVIEW

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

- 1.
 - 2.
- Etc.

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

- 1.
 - 2.
- etc

SIGNED (Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary