

KENYA PIPELINE COMPANY



INVITATION TO TENDER

SUPPLY OF 4WD DOUBLE CABIN

PICK UP VEHICLE

KPC/PU/011-OT/16

MARCH 2017

Invitation to Tender

REFERENCE: KPC/PU/011-OT/16

TENDERNAME: **SUPPLY OF 4WD DOUBLE CABIN PICK UP VEHICLE**

1. The **Kenya Pipeline Company Limited** invites sealed tenders from eligible candidates for the Tender for **Supply of 4WD Double cabin pick up vehicle**
2. Interested eligible candidates may inspect and obtain the tender documents from our website www.kpc.co.ke at no cost. Bidders who download the tender document from the website will be required to email their detailed contact information to opentender@kpc.co.ke for recording, further clarifications and addenda. No other email addresses should be used. In addition, all addenda will also be posted on the website as they become available.
3. **Mandatory requirements are as shown below, These must be placed in a separate envelope marked "Mandatory Requirements"**
 - i. **Copy of certificate of incorporation**
 - ii. **Valid KRA Tax Compliance Certificate**
 - iii. **Provide an original Tender Security in the amount of Kshs.100,000.00 valid for 150 days from the closing date**
 - iv. **Manufacturers Brochures detailing the technical data**
 - v. **Manufacturer's authorization to negotiate and sign supply contract with KPC.**
 - vi. **Bidders must paginate all their documents and initial each page.**

3.1 KPC reserves the right to confirm the authenticity of all documents submitted by Tenderers. Any attempt by bidders to misrepresent themselves by submitting documents that are not genuine will amount to disqualification.

4. Prices quoted should be net inclusive of all taxes and shall remain valid for **120 days** from the closing date of the tender.
5. Completed tender documents are to be enclosed in plain sealed envelopes marked with Tender Name and tender reference number and be deposited in the Tender Box at Kenpipe Plaza, ground floor, Nanyuki road, Nairobi or be addressed to;

**The Managing Director,
Kenya Pipeline Company Ltd,
Nairobi Terminal, Industrial Area,
Sekondi Rd, Off Nanyuki Rd,
P. O. Box 73442 - 00200,
Nairobi, Kenya.**

So as to be received on or before **10.00 am. 24TH March 2017**

Tenders will be opened immediately thereafter in the presence of the tenderers or their representatives who choose to attend at the Kenpipe Plaza, Sekondi Rd, off Nanyuki Rd, Industrial Area.

Procurement Manager,
For: Managing Director

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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 Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 KENYA PIPELINE COMPANY employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) 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 KENYA PIPELINE COMPANY to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and KENYA PIPELINE COMPANY, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.4 The Tender Document

- 2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers
- (i) Invitation to Tender
 - (ii) Instructions to tenderers
 - (iii) General Conditions of Contract
 - (iv) Special Conditions of Contract
 - (v) Schedule of requirements

- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire

2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications 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 any respect will be at the tenderers risk and may result in the rejection of its tender.

2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify KENYA PIPELINE COMPANY in writing or by post at the address indicated in the Invitation to Tender. KENYA PIPELINE COMPANY 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 tenders, prescribed by KENYA PIPELINE COMPANY. Written copies of KENYA PIPELINE COMPANY 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.

2.5.2 KENYA PIPELINE COMPANY 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.

2.6 Amendment of Documents

2.6.1 At any time prior to the deadline for submission of tenders, KENYA PIPELINE COMPANY, 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 amendment.

2.6.2 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.

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

2.6.4 If the tender documents are amended when the time remaining before the deadline for submitting tenders is less than one third of the time allowed for the preparation of the tenders, or the time remaining is less than the period indicated in instructions to tenderers, KENYA PIPELINE COMPANY shall extend the deadline necessary to allow the amendment of the tender documents to be taken into account in the preparation or amendment of tenders.

2.7 **Language of Tender**

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and KENYA PIPELINE COMPANY, shall be written in English language, provided that 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.

2.8 **Documents Comprising of Tender**

2.8.1 The tender prepared by the tenderers shall comprise the following components

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below.
- (b) documentary evidence established in accordance with paragraph **2.12** that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph **2.13** that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14

2.9 **Tender Forms**

2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.10 **Tender Prices**

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of KENYA PIPELINE COMPANY.

2.10.3 Prices quoted by the tender shall be fixed during the Tender's performance of the contract 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, pursuant to paragraph 2.22

2.10.4 The validity period of the tender shall be **120 days** from the date of opening of the tender.

2.11 **Tender Currencies**

2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

2.12 Tenderers Eligibility and Qualifications

- 2.12.1 Pursuant to paragraph 2.1. the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to KENYA PIPELINE COMPANY satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1
- 2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to KENYA PIPELINE COMPANY satisfaction;
- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
 - (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
 - (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

- 2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents, evidence establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract.
- 2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:
- (a) a detailed description of the essential technical and performance characteristic of the goods;
 - (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and
 - (c) a clause-by-clause commentary on KENYA PIPELINE COMPANY's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by KENYA PIPELINE COMPANY in its Technical Specifications, are intended to be descriptive only and not

restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to KENYA PIPELINE COMPANY's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

2.14.1 The tenderer shall furnish, as part of its tender, a tender security from a reputable bank or insurance company approved by PPOA for the amount specified in the Appendix to Invitation to Tenderers.

2.14.2 The tender security shall be **Kshs.100,000.00 valid for 150 days from closing date.**

2.14.3 The tender security is required to protect KENYA PIPELINE COMPANY against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph **2.14.8**

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya, or a guarantee issued by a reputable insurance company approved by PPOA in the form provided in the tender documents or another form acceptable to KENYA PIPELINE COMPANY and valid for thirty (30) days beyond the validity of the tender.

2.14.5 Any tender not secured in accordance with paragraph **2.14.1, 2.14.2 and 2.14.4** will be rejected by KENYA PIPELINE COMPANY as non responsive, pursuant to paragraph 2.22

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

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

2.14.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by KENYA PIPELINE COMPANY on the Tender Form; or
- (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 KENYA PIPELINE COMPANY establishes that the tenderer is engaged in corrupt and or fraudulent conduct in competing for the award of the tender.
- (d) If KENYA PIPELINE COMPANY establishes that the tenderer gave false information as to its qualifications to participate in the tender.

2.15 Validity of Tenders

- 2.15.1 Tenders shall remain valid for **120 days** or as specified in the Invitation to Tender after the date of tender opening prescribed by KENYA PIPELINE COMPANY, pursuant to paragraph 2.17, A tender valid for a shorter period shall be rejected by KENYA PIPELINE COMPANY as non responsive.
- 2.15.2 In exceptional circumstances, KENYA PIPELINE COMPANY 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 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

- 2.16.1 The Tenderer shall prepare 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.
- 2.16.2 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. The letter of authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.16.3 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.

2.17 Sealing and Marking of Tenders

- 2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
- 2.17.2 The inner and outer envelopes shall:
- (a) be addressed to KENYA PIPELINE COMPANY at the address given in the Invitation to Tender:
 - (b) bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE," (**24th March 2017 at 10.00 am**)
- 2.17.3 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".
- 2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, KENYA PIPELINE COMPANY will assume no responsibility for the tender's misplacement or premature opening.

2.18 **Deadline for Submission of Tenders**

- 2.18.1 Tenders must be received by KENYA PIPELINE COMPANY at the address specified under paragraph 2.17.2 no later than (24th March 2017 at 10.00 am.)
- 2.18.2 KENYA PIPELINE COMPANY may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of KENYA PIPELINE COMPANY and candidates previously subject to the deadline will therefore be subject to the deadline as extended.

2.19 **Modification and Withdrawal of Tenders**

- 2.19.1 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 KENYA PIPELINE COMPANY prior to the deadline prescribed for submission of tenders.
- 2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.19.3 No tender may be modified after the deadline for submission of tenders.
- 2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph **2.14.8**
- 2.19.5 KENYA PIPELINE COMPANY may at any time terminate procurement proceedings before contract **signing** and shall not be liable to any person for the termination.
- 2.19.6 KENYA PIPELINE COMPANY 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.

2.20 **Opening of Tenders**

- 2.20.1 KENYA PIPELINE COMPANY will open all tenders in the presence of tenderers' representatives who choose to attend, at a location specified in the Invitation to Tender.

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

- 2.20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as KENYA

PIPELINE COMPANY, at its discretion, may consider appropriate, will be announced at the opening.

2.20.3 KENYA PIPELINE COMPANY will prepare minutes of the tender opening.

2.21 Clarification of Tenders

2.21.1 To assist in the examination, evaluation and comparison of tenders KENYA PIPELINE COMPANY 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.

2.21.2 Any effort by the tenderer to influence KENYA PIPELINE COMPANY in the tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination

- 2.22.1 KENYA PIPELINE COMPANY 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.
- 2.22.2 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 quantify, 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
- 2.22.3 KENYA PIPELINE COMPANY 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.
- 2.22.4 Prior to the detailed evaluation, KENYA PIPELINE COMPANY 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. KENYA PIPELINE COMPANY's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.22.5 If a tender is not substantially responsive, it will be rejected by KENYA PIPELINE COMPANY and may not subsequently be made responsive by the tenderer by correction of the non conformity.

2.23 Conversion to Single Currency

- 2.23.1 Where other currencies are used, KENYA PIPELINE COMPANY will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

- 2.24.1 KENYA PIPELINE COMPANY will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22
- 2.24.2 The tender evaluation committee shall evaluate the tender within **30 days** of the validity period from the date of opening the tender.
- 2.24.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Preference

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

2.26 Contacting KENYA PIPELINE COMPANY

2.26.1 Subject to paragraph 2.21 no tenderer shall contact the KENYA PIPELINE COMPANY on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.26.2 Any effort by a tenderer to influence KENYA PIPELINE COMPANY in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.27 Award of Contract

(a) Post-qualification

2.27.1 In the absence of pre-qualification, KENYA PIPELINE COMPANY will 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.

2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as KENYA PIPELINE COMPANY deems necessary and appropriate.

2.27.3 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 KENYA PIPELINE COMPANY will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

2.27.4 KENYA PIPELINE COMPANY 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 lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

(c) KENYA PIPELINE COMPANY's Right to Vary quantities

2.27.5 KENYA PIPELINE COMPANY reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) KENYA PIPELINE COMPANY's Right to Accept or Reject Any or All Tenders

2.27.6 KENYA PIPELINE COMPANY 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 KENYA PIPELINE COMPANY's action

2.28 Notification of Award

- 2.28.1 Prior to the expiration of the period of tender validity, KENYA PIPELINE COMPANY will notify the successful tenderer in writing that its tender has been accepted and at the same time notify the unsuccessful tenderers that their tenders have not been successful.
- 2.28.2 The notification of award will **not** constitute the formation of the Contract until the contract is signed by both parties.
- 2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.30, KENYA PIPELINE COMPANY will promptly discharge the tender securities of all the unsuccessful tenderers.

2.29 Signing of Contract

2.30 Performance Security

- 2.30.1 Within Thirty (30) days of the receipt of notification of award from KENYA PIPELINE COMPANY, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to KENYA PIPELINE COMPANY.
- 2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.29 or paragraph 2.30 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event KENYA PIPELINE COMPANY may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

- 2.31.1 KENYA PIPELINE COMPANY requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of KENYA PIPELINE COMPANY, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive KENYA PIPELINE COMPANY of the benefits of free and open competition;
- 2.31.2 KENYA PIPELINE COMPANY 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.
- 2.31.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to Instructions to Tenderers

Notes on the Appendix to the Instruction to Tenderers

EVALUATION CRITERIA

A] Preliminary Requirements (Mandatory)

Tenderers are to furnish the following documents which are mandatory before any further technical and financial evaluations are to be undertaken.

- a) **Provide an original Tender Security in the amount of Kshs.100,000.00 valid for 150 days from the closing date**
- b) **Copy of certificate of incorporation**
- c) **Valid KRA tax compliance certificate**
- d) **Manufacturers Brochures detailing the technical data**
- e) **Manufacturer's authorization to negotiate and sign supply contract with KPC.**

Evaluation of tenders shall comprise both Technical and Financial evaluations. KPC will evaluate and compare the tenders which have been determined to be substantially responsive and shall be carried out in line with the criteria set out in this tender document section V.

B] Technical evaluation

Technical submissions for each bidder who has met all mandatory requirements shall be evaluated using the following criteria:

No.	Description of criteria	Maximum Points
1.	Provision of detailed fully filled technical specification data sheet in comparison with KPC requirements, manufacturers' technical data, warranty details, and any other documents deemed necessary. The points shall be awarded as follows: <ol style="list-style-type: none">i. A bidder who submits the documentation detailed above that comply completely with KPC specifications shall be awarded 40 points.ii. A bidder who submits the documentation detailed above that comply partially with KPC specifications or does not submit any of the required documentation shall be awarded 0 points.	40 points
2.	Past Experience in supply of 4WD Double Cabin pick up vehicles in the past 2 years Bidders should submit details of past experience in similar supply that demonstrates their competency to successfully execute the supply. <ol style="list-style-type: none">i. A bidder who submits 20 or more completed similar supply shall be awarded 20 points.ii. A bidder who submits 15-19 completed similar supply shall be awarded 15 points.iii. A bidder who submits 10-14 completed similar supply shall be awarded 10 points.iv. A bidder who submits 7-9 completed similar supply shall be awarded 7 points.v. A bidder who submits 1-6 completed similar supply shall be awarded 5 points.vi. A bidder who does not submit any similar supply shall be awarded 0 points.	20 points

No.	Description of criteria	Maximum Points
3.	<p>Financial Capability Bidders should submit certified copies of audited accounts for the past 2 years. A bidder who shows an annual turnover of,</p> <ul style="list-style-type: none"> i. Over Kshs 500 million shall be awarded 20 points. ii. Kshs 250- 500 million shall be awarded 10 points. iii. Below Kshs 250 million shall be awarded 5 points. iv. A bidder who does not submit certified copies of audited accounts shall be awarded 0 points. 	20 points
4.	<p>Branch or dealership network for after sales service, parts, warranty repairs, workshop technical support and technical training for KPC technicians. The points shall be awarded as follows:</p> <ul style="list-style-type: none"> i. A bidder who submits detailed evidence of Branch or dealership network in the following five towns of Nairobi, Mombasa, Nakuru, Eldoret, and Kisumu shall be awarded 20 points. ii. A bidder who submits detailed evidence of Branch or dealership network in less than five of the following five towns Nairobi, Mombasa, Nakuru, Eldoret, and Kisumu shall be awarded 10 points. iii. A bidder who does not submit any of the required detailed evidence of Branch or dealership network in any of the following five towns of Nairobi, Mombasa, Nakuru, Eldoret, and Kisumu shall be awarded 0 points. 	20 points

A bidder must attain a score of at least **80% overall** to be eligible for consideration in the financial evaluation.

Bidders who don't pass the technical evaluation shall not be considered for the financial evaluation.

C] Financial evaluation

The financial evaluation shall consist of a comparison of the price, including all costs, as well as duties and taxes payable, price validity period and delivery period.

During the financial evaluation, KPC shall determine for each tender, the evaluated tender price by adjusting the tender price. Tenders shall be checked by KPC for any arithmetic errors in computations and summations as follows;

-where there is a discrepancy between the amount in figures and the amount in words, the amount in words will govern.

-where there is a discrepancy between the unit price and the line item total price resulting from multiplying the unit price by the quantity, the unit price shall prevail, and the total price shall be corrected unless in the opinion of KPC, there is an obvious typographical error, in which case adjustment will be made to the entry containing that error.

-the amount stated in the tender will be adjusted in accordance with the above procedure for correction of errors and with concurrence of the tenderer, shall be considered as binding upon the tenderer. If the tenderer does not accept the correction of the errors, his tender will be rejected, and his tender security may be forfeited.

KPC 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 Supplier.

The bidder with the lowest evaluated price shall be awarded the tender.

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated:-

- (a) “The Contract” means the agreement entered into between KENYA PIPELINE COMPANY and the supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the supplier under the Contract for the full and proper performance of its contractual obligations
- (c) “The Goods” means all of the equipment, machinery, and/or other materials, which the supplier is required to supply to KENYA PIPELINE COMPANY under the Contract.
- (d) “KENYA PIPELINE COMPANY” means the organization purchasing the Goods under this Contract.
- (e) “The Supplier” means the individual or firm supplying the Goods under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by KENYA PIPELINE COMPANY for the procurement installation and commissioning of equipment

3.3 Country of Origin

3.3.1 For purposes of this clause, “Origin” means the place where the Goods were manufactured or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the supplier

3.4 Standards

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.5 Use of Contract Documents and Information

3.5.1 The supplier shall not, without KENYA PIPELINE COMPANY’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of KENYA PIPELINE COMPANY in connection therewith, to any person other than a person employed by the supplier in the performance of the Contract.

3.5.2 The supplier shall not, without KENYA PIPELINE COMPANY’s prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of KENYA PIPELINE COMPANY and shall be returned (all copies) to

KENYA PIPELINE COMPANY on completion of the Supplier's performance under the Contract if so required by KENYA PIPELINE COMPANY

3.6 **Patent Rights**

3.6.1 The supplier shall indemnify KENYA PIPELINE COMPANY against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in KENYA PIPELINE COMPANY's country

3.7 **Performance Security**

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful supplier shall furnish to KENYA PIPELINE COMPANY the performance security in the amount specified in Special Conditions of Contract.

3.7.2 The proceeds of the performance security shall be payable to KENYA PIPELINE COMPANY as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to KENYA PIPELINE COMPANY and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya, acceptable to KENYA PIPELINE COMPANY, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by KENYA PIPELINE COMPANY and returned to the Candidate not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, under the Contract

3.8 **Inspection and Tests**

3.8.1 KENYA PIPELINE COMPANY or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. KENYA PIPELINE COMPANY shall notify the supplier in writing in a timely manner, of the identity of any representatives retained for these purposes.

3.8.2 The inspections and tests may be conducted in the premises of the supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to KENYA PIPELINE COMPANY.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, KENYA PIPELINE COMPANY may reject the **goods**, and the supplier shall either replace the rejected **goods** or make alternations necessary to make specification requirements free of costs to KENYA PIPELINE COMPANY.

3.8.4 KENYA PIPELINE COMPANY's right to inspect, test and where necessary, reject the **goods** after the Goods' arrival shall in no way be limited or waived by reason of the **goods** having previously been inspected, tested and passed by KENYA PIPELINE COMPANY or its representative prior to the goods delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the supplier from any warranty or other obligations under this Contract.

3.9 Packing

3.9.1 The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

3.10 Delivery and Documents

3.10.1 Delivery of the Goods shall be made by the supplier in accordance with the terms specified by KENYA PIPELINE COMPANY in its Schedule of Requirements and the Special Conditions of Contract

3.11 Insurance

3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

3.12 Payment

3.12.1 The method and conditions of payment to be made to the supplier under this Contract shall be specified in Special Conditions of Contract

3.12.2 Payments shall be made promptly by KENYA PIPELINE COMPANY as specified in the contract

3.13 Prices

3.13.1 Prices charged by the supplier for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the supplier in its tender.

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

3.13.3 Contract price variation can only be allowed if the conditions set out under section 139 of the Public Procurement and Disposal Act 2015 are met.

3.13.4 Price variation request shall be processed by KENYA PIPELINE COMPANY within 30 days of receiving the request.

3.14. Assignment

3.14.1 The supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with KENYA PIPELINE COMPANY's prior written consent

3.15 Subcontracts

3.15.1 The supplier shall in writing seek KENYA PIPELINE COMPANY consent to subcontract and in the event such consent is granted, the supplier shall notify KENYA PIPELINE COMPANY in writing of all subcontracts awarded under this contract and the identity of such subcontractors. Such notification, in the original tender or later, shall not relieve the supplier from any liability or obligation under the Contract.

3.16 Termination for default

3.16.1 KENYA PIPELINE COMPANY may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the supplier, terminate this Contract in whole or in part

- (a) if the supplier fails to deliver any or all of the goods within the periods) specified in the Contract, or within any extension thereof granted by KENYA PIPELINE COMPANY.
- (b) if the supplier fails to perform any other obligation(s) under the Contract
- (c) if the supplier, in the judgment of KENYA PIPELINE COMPANY has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

3.16.2 In the event KENYA PIPELINE COMPANY terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the supplier shall be liable to KENYA PIPELINE COMPANY for any excess costs for such similar goods.

3.17 Liquidated Damages

3.17.1. If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, KENYA PIPELINE COMPANY shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to **0.5%** of the delivered price of the delayed items **per day** up to a maximum deduction of **10%** of the delayed goods. After this KENYA PIPELINE COMPANY supplier may consider termination of the contract.

3.18 Resolution of Disputes

3.18.1 KENYA PIPELINE COMPANY and the supplier shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract.

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may seek adjudication in the **Kenyan courts of Law**.

3.19 Language and Law

3.19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively.

3.20 Force Majeure

3.20.1 Neither party shall be deemed to be in default in performing its obligations to the extent that the delay in the performance of such obligations is as a result of force majeure. Force majeure shall mean any event beyond control of parties hereto.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

1. Acceptance Testing

The vehicle will be tested and should meet the technical specifications outlined in this tender document prior to the KENYA PIPELINE COMPANY representatives accepting it.

2. Documentation

All technical documentation relating to the vehicles should be provided.

3. Payment terms

Payment shall be made only on delivery and acceptance of the items.

5. Warranty

The supplier must provide enforceable warranty on all the items supplied. Proof of ability to provide must be provided.

6. Performance Security

The performance security will be 10% of the bid price.

SECTION V: TECHNICAL SPECIFICATIONS FOR 4WD DOUBLE CABIN PICK UP VEHICLE

Tenderers to fill the following specification sheet indicating the details of the vehicles they proposes to supply which will form part of the technical evaluation.

All the dimensions, capacities and parameters of the vehicles to be supplied shall not be less than those required in these specifications.

Kenya Pipeline Company limited **reserves the right to reject** the 4WD DOUBLE CABIN PICK UP VEHICLE if deviations from the Kpc specification requirements are found in the technical specification data sheet.

Table 1

1.0	Basic requirements	KPC Requirements	Tenderer
1.1	1NO. 4WD DOUBLE CABIN PICK UP VEHICLE	Yes (Mandatory)	
1.2	Make	Specify	
1.3	Model	Specify	
1.4	Country of origin	Specify	
1.5	Manufacturers literature and specifications provided in English	Yes (Mandatory)	

Table 2

2.0	General requirements	KPC Requirements	Tenderer
2.1	Supplied new	Yes (Mandatory)	
2.2	Latest production design, standard robust construction, production model year 2017-18	Yes, Yes, Yes (Mandatory)	
2.3	Supply heavy duty double cabin vehicle with cargo tray to current traffic act	Yes (Mandatory)	
2.4	Supply for use on paved/unpaved roads.	Yes (Mandatory)	
2.5	Seating capacity	6 people -specify (Mandatory)	
2.6	Supply in KPC colour (white) and branding in vinyl material inclusive of company logo with address on both sides	Yes (Mandatory)	

Table 3

3.0	Dimensions and weights	KPC Requirements	Tenderer
3.1	Overall length (min.)	5000mm – 6000mm (Mandatory)	
3.2	Overall width (min.)	1760mm – 1900mm (Mandatory)	
3.3	Overall height (min.)	1955mm – 2100mm (Mandatory)	

3.4	Ground clearance (min.)	230mm – 300mm (Mandatory)	
3.5	Gross Vehicle weight (min.)	3000kg – 4000kg (Mandatory)	

Table 4

4.0	Engine	KPC Requirements	Tenderer
4.1	Diesel water cooled 4 stroke cycle with altitude compensator	Yes (Mandatory)	
4.2	Total displacement (cc) (Minimum)	4000-4200cc (Mandatory)	
4.3	No of cylinders	Specify	
4.4	Max. torque (Nm at rpm) (Minimum)	280-360Nm / 2000-2400rpm (Mandatory)	
4.5	Max. power output (KW at rpm) (Minimum)	90-100Kw / 3500-3800 rpm (Mandatory)	
4.8	Fuel system	Specify	
4.9	Fuel tank capacity (Litres) (Minimum)	75Lts – 180Lts (Mandatory)	

Table 5

5.0	Clutch and Transmission	KPC Requirements	Tenderer
5.1	5-speed manual	Yes (Mandatory)	
5.2	4WD part time or full time with High-Low transfer case	Specify (Mandatory)	
5.3	Wheel Hub 4WD select auto	Specify (Mandatory)	
5.4	Clutch hydraulic assisted	Yes (Mandatory)	

Table 6

6.0	Brakes, Tyres and Suspension	KPC Requirements	Tenderer
6.1	Front disc brakes, rear drum brakes, parking brake mechanical with Anti-lock braking system (ABS)	Yes, Yes, Yes, Yes (Mandatory)	
6.2	Tyre size-Front off road pattern - Rear off road pattern	7.50R16 7.50R16 (Mandatory)	
6.3	Steering unit-power assisted,	Yes (Mandatory)	
6.4	Suspension:- (a)front-rigid and rugged axle with coil springs (b) rear-semi-elliptical leaf springs, rigid axle or rugged axle with coil springs	Specify (Mandatory)	

	All complete with shock absorbers		
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Table 7

7.0	Electrical systems and instruments	KPC Requirements	Tenderer
7.1	Negative earth,12 volts with alternator charging	Yes (Mandatory)	
7.2	Lighting to cap 403,sub 23 traffic act	Yes (Mandatory)	
7.3	Standard instruments and gauges for charging, oil ,coolant, indicators, fuel level, coolant temperature	Yes (Mandatory)	
7.4	Maintenance free battery heavy duty type	Yes	

Table 8

8.0	Equipment and features	KPC Requirements	Tenderer
8.1	Install digital speed governor with recorder set at 100 Kph speed limit	Specify (Mandatory)	
8.2	Air conditioning system provided	Yes (Mandatory)	
8.3	Radio/CD with speakers provided	Yes (Mandatory)	
8.4	2 no rear view mirrors external and 1No rear view mirror internal	Yes (Mandatory)	
8.5	All seats equipped with safety belts conforming to KEBS 06-664: 1985 standard, Vinyl seat surface material, Vinyl floor carpet surface material and head restraint provided for all seats	Yes (All Mandatory)	
8.6	Spare wheel complete with Manufacturer's standard lockable carrier	Yes (Mandatory)	
8.7	4 No. side doors with side impact beams	Yes (Mandatory)	
8.8	Air bags provided, driver and front passengers Air bags included	Yes (Mandatory)	
8.9	Laminated windshield glass	Yes (Mandatory)	
8.10	Security alarm and immobilizer installed	Yes (Mandatory)	
8.11	Manufacturer's standard tool kit supplied and emergency kit provided to include a tyre change kit, High visibility jackets, Reflective Triangles, First Aid kit, Fire extinguisher	Yes (All Mandatory)	
8.12	Minimum Vehicle safety standard of 3 star NCAP (New car assessment programme) or equivalent	Yes-Provide details (All Mandatory)	

Table 9

9.0	Manuals	KPC Requirements	Tenderer
9.1	All literature in English language	Yes (Mandatory)	

Table 10

10.0	Other requirements	KPC Requirements	Tenderer
10.1	Vehicle should be delivered at KPC registered complete with blue number plates	Yes (Mandatory)	
10.2	Vehicle to be inspected by Fleet Engineer prior to delivery to KPC	Yes (Mandatory)	
10.3	Technical training for technicians on maintenance of model supplied	Provide details of training schedule inclusive of course contents and venue (Mandatory)	
10.4	Parts and service support	Give list of approved dealers in Kenya (Mandatory)	

SECTION VI: SCHEDULE OF REQUIREMENTS

The tenderer to specify the Delivery schedule for the supply of **4WD DOUBLE CABIN PICK UP VEHICLE** from the date of contract signature.

In Weeks/months_____

SECTION VII: PRICE SCHEDULES

Name of tenderer _____ Tender Number _____. Page ___ of _____.

1	2	3	4	5	6	7	8
Item	Description	Unit	Quantity	Unit price (Ksh)	Total price (Ksh) (cols. 4 x 5)	Country of origin	Unit price of other incidental services payable
1	4WD DOUBLE CABIN PICK UP VEHICLE	No.	1				

Signature of tenderer _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

SECTION VIII: STANDARD FORMS

Notes on the sample Forms

1. Form of TENDER -The form o tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Confidential Business Questionnaire Form -This form must be completed by the tenderer and submitted with the tender documents.
3. Tender Security Form -When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to KENYA PIPELINE COMPANY.
4. Contract Form -The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
5. Performance Security Form -The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to KENYA PIPELINE COMPANY.
7. Manufacturers Authorization Form -When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

8.1 FORM OF TENDER

Date: _____
Tender N°: _____

**To: The MANAGING DIRECTOR
Kenya Pipeline Company Ltd
Kenpipe Plaza
Sekondi Road
Off Nanyuki Road
Industrial Area
P.O Box 73442-00200
NAIROBI**

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 supply and deliver.....
[description of materials and spares]
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 deliver the materials and spares in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by KENYA PIPELINE COMPANY.

4. We agree to abide by this Tender for a period of.....*[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall **NOT** constitute a binding Contract between us.

6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign tender for and on behalf of _____

8.2 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 applied to your type of business

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

Part 1 – General:

Business Name

Location of business premises.

Plot No..... Street/Road

Postal Address Tel No. Fax E mail

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		
<ul style="list-style-type: none"> • Citizenship details • 				
Part 2 (b) Partnership				
Given details of partners as follows:				
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 Signature of Candidate

- If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

8.3 Tender Security Form

Whereas..... *[Name of the tenderer]*
(Hereinafter called “the tenderer”) has submitted its tender dated _____ *[date of submission of tender]* for the supply of **4WD DOUBLE CABIN PICK UP VEHICLE**
(Hereinafter called “the Tender”).....
KNOW ALL PEOPLE by these presents that WE.....
of..... having our registered office at
..... (hereinafter called “the Bank”), are bound unto *KENYA PIPELINE COMPANY* in the sum of
for which payment will and truly to be made to the said *KENYA PIPELINE COMPANY*, 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 *KENYA PIPELINE COMPANY* 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 *KENYA PIPELINE COMPANY* up to the above amount upon receipt of its first written demand, without *KENYA PIPELINE COMPANY* having to substantiate its demand, provided that in its demand *KENYA PIPELINE COMPANY* 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]

8.4 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20____ between Kenya Pipeline Company of KENYA of the one part and..... [name of tenderer] of..... [City and country of tenderer] (Hereinafter called “the tenderer”) of the other part:

WHEREAS KENYA PIPELINE COMPANY invited tenders for **supply of 4WD DOUBLE CABIN PICK UP VEHICLE** and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of..... [Contract price in words and figures] (Hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by _____ the _____ (for KENYA PIPELINE COMPANY)

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

in the presence of _____

8.5 Performance Security Form

To: KENYA PIPELINE COMPANY

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
materials and spares] (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 the 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 or sums 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 or financial institution]

[Address]

[Date]

8.7 MANUFACTURER'S AUTHORIZATION FORM

To KENYA PIPELINE COMPANY

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

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

[*Signature for and on behalf of manufacturer*]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent.

LETTER OF NOTIFICATION OF AWARD

**Kenya Pipeline Company Ltd
Kenpipe Plaza Sekondi Road
Off Nanyuki Road
Industrial Area
P.O Box 73442-00200 Nairobi
Tel: 254-020-532244
Telefax 254-020-530384/650436/8**

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) _____

**MANAGING DIRECTOR
KENYA PIPELINE COMPANY**