

**KENYA PIPELINE COMPANY LIMITED**



**TENDER FOR SUPPLY, INSTALLATION AND  
COMMISSIONING OF PS1 UNINTERUPPTIBLE  
POWER SYSTEM (UPS)**

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**KPC/PU/064-OT/16**

MARCH 2017

## Invitation to Tender

REFERENCE: KPC/PU/064-OT/16

TENDERNAME: TENDER FOR SUPPLY, INSTALLATION AND COMMISSIONING OF UNINTERRUPTIBLE POWER SYSTEM (UPS) at PS1 (Changamwe)

1. The Kenya Pipeline Company Limited invites sealed tenders from eligible candidates for the **Tender for supply, installation and commissioning of uninterruptible power system (UPS) at PS1 (Changamwe)**
2. Interested eligible candidates may inspect and obtain the tender documents from our website [www.kpc.co.ke](http://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](mailto: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. **Certificate of Incorporation/registration**
  - ii. **Manufacturer's Authorization Form duly filled.**
  - iii. **Tender Security of Kshs. 200,000 or equivalent in foreign currency valid for 150 days from closing date**
  - iv. **Valid KRA tax compliance certificate (for local firms).**
  - v. **National Construction Authority certificate (NCA6) for electrical works**
  - vi. **Certificate of Tenderer's Site Visit. A site visit is scheduled on 17<sup>th</sup> March, 2017 at 10.00am.**
  - vii. **Single Business Permit (for local firms)**
  - viii. **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. 24<sup>th</sup> 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**

## Section B:

### INTRODUCTION

#### 1. Eligible Tenderers

- 1.1. This Invitation for Tenders is open to all tenderers eligible as described in the tender document. Successful tenderers shall supply the equipment whose description is herein.
- 1.2. Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.
- 1.3. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 1.4. 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 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 goods under this Invitation for tenders.

#### 2. Cost of Tendering

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

#### 3. Site Visit

- 3.1. The Tenderer shall visit and examine the primary site at PS 1 Changamwe Station for on their own responsibility, all information that may be necessary for preparing the tender and entering into a contract. The costs of visiting the site(s) shall be the tenderers own responsibility.
- 3.2. The tenderer and any of his personnel or agents will be granted permission by the Employer to enter upon the premises and lands for the purpose of such inspection, but only upon the express condition that the tenderer, his personnel or agents, will release and indemnify the Employer from and against all liability in respect of, and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, which but for the exercise of such permission, would not have arisen.
- 3.3. A representative of the Employer will be available to meet the intending tenderers at the site(s). (**Contacts are provided in Section G of this Tender Document**)
- 3.4. Tenderers must provide their own transport.
- 3.5. Each tenderer shall complete the **Certificate of Tenderer's Visit** to the Site

## THE TENDER DOCUMENT

### 4. Contents

- 4.1 A complete set of tender documents may be downloaded free of charge at **www.kpc.co.ke**. On no account will any person to whom tender documents are furnished, part with possession thereof or copy, disclose the provisions thereof or any of them or disclose or take copies or tracings of any drawing, plan or route forming part thereof, it being understood that the information therein is confidential, and that the Tender Documents are therefore being furnished only to Tenderers in the strictest confidence.
- 4.2 Tender documents are non-transferable.
- 4.3 The tender document comprises of the documents listed below
  - a) Invitation to Tender.
  - b) General Information.
  - c) General Conditions of Contract.
  - d) Special Conditions of Contract.
  - e) Scope of Works.
  - f) Technical Specifications.
  - g) Tender Form and price schedules.
  - h) Tender Security Form.
  - i) Contract Form.
  - j) Performance Security Form.
  - k) Manufacturers Authorization Form.
  - l) Site Visit Form.
- 4.4 The Tenderer is expected to examine carefully all instructions, conditions, forms, terms, specifications and drawings in the tender documents. Failure to comply with the requirements for tender submission will be at the Tenderer's own risk. Pursuant to **Clause 23** tenders which are not substantially responsive to the requirements of the tender documents will be rejected.
- 4.5 All recipients of the documents for the proposed Contract for the purpose of submitting a tender (whether they submit a tender or not) shall treat the details of the documents as "**PRIVATE AND CONFIDENTIAL**".

### 5 Clarification of Documents

- 5.1 A prospective Tenderer requiring any clarification of the tender document may notify **The Procurement Manger**, in writing or by cable **opentender@kpc.co.ke** (hereinafter, the term cable is deemed to include telex or email) at the KPC telephone number and address indicated in the Invitation for Tenders. KPC will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders prescribed by KPC. Written copies of the KPC response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Tenderers who have received the tender document.
- 5.2 Clarification of tenders shall be requested by the Tenderer to be received by the procuring entity **not later than 7 days** prior to the deadline for submission of tenders.

5.3 The procuring entity shall reply to any clarifications sought by the Tenderer within 5 days of receiving the request to enable the Tenderer to make timely submission of its tender.

## **6 Amendment of Documents**

6.1 At any time prior to the deadline for submission of tenders, KPC, 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.

6.2 All prospective candidates who have received the tender documents will be notified of the amendment in writing and such amendment will be binding on them.

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

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 tenders, or the time remaining is less than the period indicated in instructions to tenderers, KENYA PIPELINE COMPANY shall extend the deadline as necessary to allow the amendment of the tender documents to be taken into account in the preparation or amendment of tenders.

## **PREPARATION OF TENDERS**

### **7 Language of Tender**

**7.1** The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and KPC, shall be written in the 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.

### **8 Documents Comprising the Tender**

**8.1** The tender prepared by the Tenderer shall comprise of the following components:

#### **(a) Mandatory Requirements**

- i. Certificate of Incorporation/registration**
- ii. Manufacturer's Authorization Form duly filled.**
- iii. Tender Security of Kshs. 200,000 or equivalent in foreign currency valid for 150 days from closing date**
- iv. Valid KRA tax compliance certificate (for local firms).**
- v. National Construction Authority certificate (NCA6) for electrical works**
- vi. Certificate of Tenderer's Site Visit. A site visit is scheduled on 17<sup>th</sup> March 2017 .**
- vii. Single Business Permit (for local firms)**

#### **(b) Technical Bid**

- i. Preliminary physical and functional design of the UPS system.**
- ii. Bidder shall submit Certified copies of CV's and certificates for implementing staff**
- iii. Evidence of previous experience in similar Company profile of tenderer including regional presence**
- iv. Declaration Form**
- v. Detailed listing of relevant experience.**
- vi. Any other technical information deemed necessary by bidder**
- vii. Confidential Business Questionnaire**

#### **(c) Financial Bid**

- i. The form of tender and appendix thereto.**
- ii. The priced Bill of Quantity and Schedule.**

A Tender Form and a Price Schedule completed in accordance with paragraph 10, 11 and 12 below.

## **9 Tender Form**

- 9.1** The Tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the equipment to be supplied, the country of origin, and prices.

## **10 Tender Prices**

- 10.1** The Tenderer shall indicate on the appropriate Price Schedule the total tender price of the equipment he proposes to supply under this contract.
- 10.2** Prices indicated on the Price Schedule shall be the cost of the equipment quoted including all customs duties, VAT and other taxes payable.
- 10.3** Prices quoted by the Tenderer shall be fixed during the term of the contract and not be 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 23.
- 10.4** All the insertions made by the Tenderer shall be made in **INK** and the Tenderer shall clearly form the figures. The relevant space in the Form of Tender and Price schedules shall be completed accordingly without interlineations or erasures except those necessary to correct errors made by the Tenderer in which case the erasures and interlineations shall be initialled by the person or persons signing the tender.

## **11 Currencies of Tender Payment**

- 11.1** Prices shall be quoted in US dollars.

## **12 Tenderers Eligibility and Qualifications.**

- 12.1** Pursuant to paragraph 1 of this section, the Tenderer shall furnish, as part of its tender, documents establishing the Tenderer's eligibility to tender and his capability to deliver the equipment and perform all contractual obligations should his tender be accepted.
- 12.2** The documentary evidence of the Tenderers qualifications to perform the contract if his tender is accepted shall establish to KPC satisfaction that the Tenderer has the financial and technical capability necessary to satisfy this contract.
- 12.3** The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to KPC satisfaction;
- a)** That, in the case of a tenderer offering to supply goods or services 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.



### **13 Eligibility and Conformity to the Tender Document.**

- 13.1** Pursuant to paragraph 2 of this section, the Tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents for this support which the Tenderer proposes to supply.
- 13.2** The documentary evidence of the eligibility of the support shall consist of a statement in the Price Schedule of the country of origin, which shall be confirmed by a manufacturer's certificate.
- 13.3** The documentary evidence of conformity of the support to the tender document may be in the form of literature, drawings, and data, and may consist of:
  - 13.3.1** A detailed description of the essential technical and performance characteristics of the support and equipment.
  - 13.3.2** Relevant data sheets that demonstrate conformity to KPC's technical specifications, and statements of deviations and exceptions to the provisions in the Technical Specifications
- 13.4** For purposes of the commentary to be furnished pursuant to paragraph 13.3.2 above, the Tenderer shall note that standards for equipment, as well as references to brand names or catalogue numbers designated by the KPC in its Technical Specifications, are intended to be descriptive only and not restrictive.

### **14 Tender Security**

- 14.1** The Tenderer shall furnish, as part of its tender, a tender security in amount of **Ksh 200,000/=**
- 14.2** The tender security is required to protect KPC against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 15.7.
- 14.3** 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 abroad.
- 14.4** The tender security shall be valid for at least thirty (30) days beyond the tender validity period; **total of 150 days**. The format of the Surety shall be in accordance with the sample form of Tender Security included in these tender documents; other formats may be permitted subject to the prior approval of the Employer.
- 14.5** Any tender not secured in accordance with paragraph 14.1 and 14.3 will be rejected by KPC as non-responsive, pursuant to paragraph 23.
- 14.6** For the unsuccessful Tenderers, the tender security will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiry of the period of tender validity prescribed by KPC.
- 14.7** The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 31, and furnishing the performance security, pursuant to paragraph 32.
- 14.8** The tender security may be forfeited:
  - 14.8.1** if a Tenderer withdraws its tender during the period of tender validity specified by KPC on the Tender Form; or
  - 14.8.2** in the case of a successful tender, if the Tenderer fails:
    - 14.8.2.1** To sign the contract in accordance with paragraph. 30.

14.8.2.2 To furnish a performance security in accordance with paragraph 30.

## 15 Validity of Tenders

- 15.1 The tender shall remain valid and open for acceptance for a period of one hundred and twenty (120) days from the specified date of tender opening or from the extended date of tender whichever is the later, pursuant to paragraph 19. A tender valid for a shorter period shall be rejected by KPC as non-responsive.
- 15.2 In exceptional circumstances, KPC 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 15 shall also be suitably extended. A Tenderer may refuse the request without forfeiting their tender security. A Tenderer granting the request will not be required nor permitted to modify their tender.

## 16 Format and Signing of Tender

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. This is a two envelope tender; **Mandatory Requirements, Technical Requirements and Financial Requirements**. The Tenderer should place them in the same envelope and clearly mark them "TECHNICAL", "MANDATORY REQUIREMENTS" AND "FINANCIAL" with contents outlined in 9.1.

The tenderer shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER-TECHNICAL" and "COPY OF TENDER-TECHNICAL," as appropriate. This should be done for the financial envelope as well. In the event of any discrepancy between them, the original shall govern. **There shall be no indication of prices in the Technical bid. If the Technical bid contains pricing, this shall lead to disqualification of the tenderer.**

- 16.1 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 latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.
- 16.2 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.

## **SUBMISSION OF TENDERS**

### **17 Sealing and Marking of Tenders**

17.1 The Tenderer shall seal the original and the copy of the tender in the same envelope, duly marking the envelopes as “MANDATORY”, “TECHNICAL” and “FINANCIAL.” These envelopes shall then be sealed in an outer envelope.

17.2 The envelope shall be addressed to KPC at the following address:

**The Managing Director,  
Kenya Pipeline Company Limited  
Kenpipe Plaza  
Sekondi Road, Off-Nanyuki Road  
Industrial Area, Nairobi  
P.O.BOX 73442-00200 NAIROBI**

17.3 Bear the words, “CONFIDENTIAL” and “TENDER FOR SUPPLY, INSTALLATION AND COMMISSIONING OF UNINTERUPPTIBLE POWER SYSTEM (UPS)” at PS1 (Changamwe), and the words: “DO NOT OPEN BEFORE 24<sup>th</sup> March 2017 at 10:00a.m.”

17.4 The envelope shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

17.5 If the envelope is not sealed and marked as required by paragraph 17.2, KPC will assume no responsibility for the tender’s misplacement or its premature opening.

### **18 Deadline for Submission of Tenders**

18.1 Tenders must be received by KPC at the address specified under paragraph 17.2 no later than **10:00 a.m.** on the 24<sup>th</sup> March 2017 KPC may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraphh 6, in which case all rights and obligations of KPC and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

### **19 Modification and Withdrawal of Tenders**

19.1 The Tenderer may modify or withdraw his/her tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tender is received by KPC prior to the deadline prescribed for submission of tenders.

19.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 18. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

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

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 14.

- 19.5 KPC may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 19.6 KPC 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.

## **OPENING AND EVALUATION OF TENDERS**

### **20 Opening of Tenders**

- 20.1 KPC will open all tenders in the presence of Tenderers' representatives who choose to attend, at 10:00 a.m. on the same day. Any tender received after the closing date and time stated above will not be considered. The Tenderers' representatives who are present shall sign a register evidencing their attendance.
- 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 KPC, at its discretion, may consider appropriate, will be announced at the opening.
- 20.3 KPC will prepare minutes of the tender opening.

### **21 Clarification of Tenders**

- 21.1 To assist in the examination, evaluation and comparison of tenders KPC may, at its discretion, ask the Tenderer for a clarification of their 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.
- 21.2 Any effort by the Tenderer to influence KPC in the tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

### **22 Preliminary Examination**

- 22.1 KPC will examine the tenders to determine if they are complete, if any computational errors have been made, if required sureties have been furnished, if the documents have been properly signed, and if the tenders are generally in order.
- 22.2 Arithmetic 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 tenderer does not accept the correction of the errors, his tender will be rejected, and his tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 22.3 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 Tenderer.
- 22.4 Prior to the detailed evaluation, pursuant to paragraph 24, KPC will determine the substantial responsiveness of each tender to the tender

documents. For purposes of these items, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. KPC's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

- 22.5** If a tender is not substantially responsive, it will be rejected by KPC and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

### **23 Evaluation and Comparison of Tenders**

- 23.1** KPC will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to item 23.
- 23.2** Evaluation of tenders shall comprise both Technical and Financial evaluations, and shall be carried out in line with the criteria set out in this tender document. Only the tenderers who are deemed sufficiently responsive after the technical evaluation shall qualify to have their financial submissions opened and evaluated. Those who don't pass the technical evaluation shall not be considered in the financial evaluation.

### **24 Contacting KPC**

- 24.1** Subject to paragraph 22, no Tenderer shall contact KPC on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- 24.2** Any effort by a Tenderer to influence KPC in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

## **AWARD OF CONTRACT**

### **25 Post-qualification**

- 25.1.** In the absence of pre-qualification, KPC will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to supply the equipment satisfactorily.
- 25.2.** The determination will take into account the tenderer's 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 14.3, as well as such other information as KPC deems necessary and appropriate.
- 25.3.** 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 KPC will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to supply the equipment.

### **26 Award Criteria**

- 26.1** Subject to item 11, 24 and 29 KPC 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 supply the equipment satisfactorily.

## **27 KPC's Right to Vary Quantities**

**27.1** KPC reserves the right at the time of contract award to increase or decrease the quantity of services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions

## **28 KPC's Right to Accept or Reject Any or All Tenders**

**28.1** KPC 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 KPC's action.

## **29 Notification of Award**

**29.1** Prior to the expiration of the period of tender validity, KPC will notify the successful tenderer in writing that its tender has been accepted and at the same time notify all the other tenderers that their tenders were unsuccessful.

**29.2** The notification of award will not constitute the formation of the contract. A Purchase Order shall subsequently be issued to bind the tenderer to supply the equipment as per the specifications in this tender document.

**29.3** Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 32, KPC will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 14.

## **30 Signing of Contract**

**30.1** At the same time as KPC notifies the successful tenderer that its tender has been accepted, KPC will send the tenderer a letter of award, incorporating all agreements between the parties.

**30.2** Within thirty (30) days of receipt thirty days of receipt of the contract form but not be signed until 14 days have elapsed, the successful tenderer shall sign and date the contract and return it to KPC.

## **31 Performance Security**

**31.1** Within thirty (30) days of the receipt of notification of award from KPC, the successful tenderer shall furnish the performance security of 10% of contract value in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to KPC.

**31.2** Failure of the successful tenderer to comply with the requirements of paragraphs 31 or 32 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event KPC may make the award to the next lowest evaluated candidate or call for new tenderers.

## **32 Corrupt Fraudulent Practices**

**32.1** KPC requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance of this policy, KPC:

**32.1.1** Defines, for the purposes of this provision, the terms set forth below as follows:



## Section C

### General Conditions of Contract

#### 1. Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated:

- 1.1.1. "The Contract" means the agreement entered into between KPC and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.1.2. "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- 1.1.3. "The Services" means services to be provided by the tenderer including materials and spare parts which the tenderer is required to provide to KPC under the Contract.
- 1.1.4. "KPC" means Kenya Pipeline Company Limited the organization sourcing for the goods and services under this Contract also referred to as employer
- 1.1.5. "The Tenderer" means the individual or firm providing the goods under this Contract.
- 1.1.6. "UPS" means uninterruptible power supply.
- 1.1.7. "Manufacturer Authorized Reseller" or "Agent" means any company which has received explicit mandate from the manufacturer to act on its behalf for specified tasks with regard to the manufacturer's obligations within Kenya including but not limited to selling, servicing and warranty support for its goods and services.

#### 2. Contract Documents

- 2.1. All correspondence between parties to this contract shall be in the English language, which shall be the ruling language.
- 2.2. Except if and to the extent otherwise provided by the Form of Contract Agreement, the provisions of the General conditions and special conditions of contract shall prevail over those of any other document forming part of the Contract documents.
- 2.3. The Engineer or his approved representative shall clarify any ambiguities arising from the documents.

#### 3. Liquidated Damages for Delay in Completion

- 3.1. If the tenderer hitherto fails to deliver the goods within the completion time prescribed by the tenderer, or extended time, then the tenderer shall pay to KPC the sum of money termed as liquidated damages for each default and not as a penalty for everyday or part thereof which shall elapse between the time prescribed by the tenderer, or extended time as the case may be, and the date for the completion of the works.
- 3.2. KPC may without prejudice to any other method of recovery deduct the amount of such damages from any monies due or which may become due, to the tenderer. The payment or deduction of such damages shall not relieve the



tenderer of his obligations to deliver the goods or from his obligations or liabilities under the contract.

#### **4. Payments**

Payments shall be processed against production of claim documentation or invoices in line with the milestones given below every year for the contract duration of 3 years.

For every financial year the payment is as detailed below.

4.1. **10%** of the contract sum upon submission of final design specifications and drawings

4.2. **10%** of the contract sum upon successful factory acceptance tests and maintenance training

4.3. **30%** of the contract sum upon supply of the UPS system

4.4. **20%** of the contract sum upon installation of the UPS system

4.5. **20%** of the contract sum upon commissioning of the UPS system

4.6. **10%** of the contract sum at the end of the warranty period.

#### **5. Taxation and Statutory Requirements**

The Tenderer shall be responsible for complying with the tax requirements of the tax laws prevailing in Kenya in respect to the taxes applicable to the contract price. All such taxes of whatever nature shall be deemed to have been included in the contract pricing.

#### **6. Publicity**

The Tenderer shall treat all matters in connection with the contract as strictly confidential and shall not publish or cause to be published any information about the contract without the prior approval of KPC.

#### **7. Bribery and Corruption**

It is hereby agreed by the Tenderer that the giving or offering of any bonus or commission whether in the form of money, goods or service by the Tenderer or his employees to officers or employees of KPC or to firms or persons working on its behalf shall be deemed as a breach of the contract and KPC shall have the right to terminate the contract for cause in connection with the provisions thereof.

#### **8. Safety Requirements**

The tenderer shall at all times execute the works in a safe and secure manner and actively practice safety throughout the term of the contract, and shall comply with the applicable Government fire and safety regulations.

#### **9. Law Governing Contract**

This contract shall be governed by and construed in accordance with the Laws of Kenya.

## **10. Force Majeure**

Neither party shall be deemed to be in default in performing his obligations under the contract to the extent that performance of such obligations is delayed by force majeure. Force majeure shall mean any event beyond the control of parties hereto including, but not limited to hostilities, restraint of rulers or people, revolution, civil commotion, forces of nature, application of embargo, or any law, proclamation, regulation or ordinance or any government or government agency having or claiming to have jurisdiction at the site of the work or act of God.

## **11. Indemnity Against all Claims or Infringements**

The tenderer shall indemnify KPC against all claims of infringement of any patent, registered design, copyright, trademark or trade name, or other intellectual property right arising out of the tenderer's execution of the works.

## **12. Application**

These General Conditions shall apply in all Contracts made by KPC for the procurement of services.

## **13. Country of Origin**

For purposes of this Clause, "origin" means the place where the consumable materials and spares used for the provision of services were mined, grown, or produced. The origin of Materials is distinct from the nationality of the tenderer.

## **14. Standards**

The services provided under this Contract shall conform to the standards mentioned in the Technical Specifications, furthermore they shall conform to applicable local and international standards and the tenderer shall state these standards

## **15. Use of Contract Documents and Information**

15.1. The Candidate shall not, without KPC'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 KPC in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

15.2. The tenderer shall not, without KPC's prior written consent, make use of any document or information enumerated in paragraph 15.1 above.

15.3. Any document, other than the Contract itself, enumerated in paragraph 15.1 shall remain the property of KPC and shall be returned (all copies) to KPC on completion of the Tenderer's performance under the Contract if so required by KPC.

## **16. Patent Rights**

The tenderer shall indemnify KPC against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services or any part thereof at KPC

## **17. Performance Security**

- 17.1. Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to KPC the performance security in the amount specified in Special Conditions of Contract.
- 17.2. The proceeds of the performance security shall be payable to KPC as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 17.3. The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to KPC and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to KPC, in the form provided in the tender documents.
- 17.4. The performance security will be discharged by KPC and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

## **18. Inspection and Tests**

- 18.1. KPC or its representative shall have the right to inspect and/or test the spares to confirm their conformity to the Contract specifications.
- 18.2. The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to KPC.
- 18.3. Should any inspected or tested services fail to conform to the Specifications, KPC may reject the spares, and the tenderer shall either replace the rejected goods or make alterations necessary to meet specification requirements free of cost to KPC.
- 18.4. Nothing in paragraph 18 shall in any way release the tenderer from any warranty or other obligations under this Contract

## **19. Packing**

- 19.1. The tenderer 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.
- 19.2. 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

## **20. Delivery and Documents**

- 20.1. Delivery of the Goods and services shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

## **21. Insurance**

- 21.1. The Goods supplied if any 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.

## **22. Payment**

- 22.1. The method and conditions of payment to be made to the tenderer under this Contract as specified in general conditions of contract, paragraph 4.
- 22.2. Payments shall be made promptly by KPC as specified in the contract

## **23. Prices**

Prices charged by the tenderer for 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 tenderer in its tender.

## **24. Assignment**

The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with KPC's prior written consent.

## **25. Sub-tenderers**

The tenderer shall notify KPC in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract.

## **26. Termination for Default**

- 26.1. KPC may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:
  - 26.1.1. If the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by KPC.
  - 26.1.2. If the tenderer fails to perform any other obligation(s) under the Contract.
  - 26.1.3. If the tenderer, in the judgment of KPC has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 26.2. In the event KPC terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to KPC for any excess costs for such similar services.

## **27. Liquidated Damages**

If the tenderer fails to provide any or all of the services within the period(s) specified in the contract, KPC 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 up to a maximum deduction of 10% of the unperformed services. After this, KPC may consider termination of the contract.

## **28. Resolution of Disputes**

- 28.1. KPC and the tenderer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

28.2. If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to amicably resolve a contract dispute the dispute shall be governed by and interpreted in accordance with the Laws of Kenya and subject to the exclusive jurisdiction of the Kenyan Courts

**29. Language and Law**

The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

**30. Force Majeure**

The tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

## SECTION D

### SPECIAL CONDITIONS OF CONTRACT

**Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.**

#### **1. Introduction**

Qualification criteria shall form the minimum requirement to be met by all the Tenderers. This information in addition to the Special conditions, specific conditions of contract and the information provided as required in this tender will be used in tender evaluation to determine the most responsive bidder.

#### **2. Quality Assurance**

2.1. The Tenderer shall demonstrate that proposed solution(s) has/have been implemented successfully in the petrochemical industry.

2.2. In the event that the tenderer is not the implementer of the proposed solution(s), the winning bidder shall at their own cost engage the Manufacturer(s) to conduct an independent **Quality Assurance Assessment** of the implemented solution. The Quality Assurance Report by the Manufacturer shall be considered by KPC when issuing the Completion Certificate.

2.3. **The Quality Assurance Assessment** shall among other areas examine overall actual implementation, adherence to manufacturer quality standards, safety and security of the UPS system.

#### **3. After Sales Support**

Bidders shall give proof of ability to provide after sales service locally (in-country support capacity).

#### **4. Statutory Licensing & Certification**

The Tenderer shall at the time of submission of his bid ensure and provide evidence of compliance of all the necessary registration and tax certifications in accordance to the statutory requirements of Government of Kenya

#### **5. Manufacturers Authorization**

The Tenderer shall provide letter of authority from the manufacturer to authorize tenderer to bid.

#### **6. Applicable Law and Dispute Resolution**

This Contract Agreement is governed in its entirety by the Laws of the Republic of Kenya. Any dispute arising under or in connection with this contract shall be subject to the exclusive jurisdiction of the Kenyan courts.

## **7. Tender security**

The tender must be accompanied by a security in the form and amount specified in paragraph 15.1 of Section B, General Information.

## **8. Warranty**

The vendor shall as soon as reasonably practicable repair all goods which are or become defective when reported by KPC. Repairs and replacements shall themselves be subject to the foregoing obligations for a period of twelve (12) months from the date of delivery, reinstallation or passing of tests, if any, whichever is appropriate after repair or replacement.

## **9. Roles and Responsibilities**

9.1. The tenderer's responsibilities shall be as given below, as an absolute minimum:

9.1.1. Mount all the UPS components complete with power supplies, connectors, cables and breakers as stated in the bill of quantities

9.1.2. Conduct loop checks of instruments

9.1.3. Monitor 72 hours continuous running performance test under actual process conditions and intervene immediately when performance anomalies occur.

9.1.4. Site survey/ erection of site facilities/ mobilization

9.1.5. Unloading all incoming UPS components, recording and ancillary equipment.

9.1.6. Removal, tagging and storing all items.

9.1.7. Check and prepare components for mounting.

9.1.8. System trial run in liaison with KPC

9.1.9. Supply, Installation and Commissioning of the UPS.

9.1.10. Install UPS components complete with power supplies and connectors.

9.2. KPC responsibilities

9.2.1. Start up and operation of equipment once the vendor has verified that the equipment is in an operable condition.

9.2.2. Issue Certificate of Completion

## Section E

### Scope of works, Technical Specifications and Bill of Quantities

#### 1. Introduction

##### 1.1. Notes on pricing

The following Section has been prepared for the purpose of identifying the costs to **TENDER FOR SUPPLY, INSTALLATION AND COMMISSIONING OF UNINTERUPPTIBLE POWER SYSTEM (UPS) at PS1 (Changamwe)** and indicates the total cost of supply of the services complying with statutory requirements of the Laws of Kenya.

##### 1.2. General

These specifications describe the basic requirements for the UPS. The Tenderer is required to submit with their offer the detailed specifications and catalogues for the UPS they intend to provide.

##### 1.3. Tenderer is required to provide the following information:

**1.3.1.** Shortest possible delivery period of the service.

**1.3.2.** Information on proper representative and/or workshop for back-up service/repair including their names and addresses

#### 2. Scope of Works

2.1. The works to be executed involves the *TENDER FOR SUPPLY, INSTALLATION AND COMMISSIONING OF UNINTERUPPTIBLE POWER SYSTEM (UPS) at PS1 (Changamwe) specified* in the Technical Specifications.

2.2. Through this tender KPC wishes to enlist the services of a competent, experienced and reliable firm(s) for *TENDER FOR SUPPLY, INSTALLATION AND COMMISSIONING OF UNINTERUPPTIBLE POWER SYSTEM (UPS) its pump station at Changamwe*

2.3. Mount all the UPS components complete with power supplies, connectors, cables and breakers as stated in the bill of quantities

2.4. Conduct loop checks of all installed components

2.5. Monitor 72 hours continuous running performance test under actual process conditions and intervene immediately when performance anomalies occur.

2.6. Site survey/ erection of site facilities/ mobilization

2.7. Unloading all incoming UPS components, recording and ancillary equipment.

2.8. Removal, tagging and storing all items.

2.9. Check and prepare all components for mounting.

2.10. System trial run in liaison with KPC

2.11. Supply, Installation and Commissioning of the UPS.

2.12. Install UPS components complete with power supplies and connectors.

#### 3. Key areas of deployment for the system include;

- i. Control room at PS 1 Changamwe

##### 3.1. Codes and Standards

EC/EN 62040-2, AS 62040.2

IEC/EN 62040-1, EN 60950-1, AS 62040.1.1, AS 62040.1.2



#### **4. Site Acceptance Tests**

Satisfactory performance of the whole system after support, simulating all inputs, outputs and foreign device communications shall be demonstrated to the satisfaction of KPC.

4.1. The Contractor shall provide complete test procedure for approval and acceptance by KPC.

4.2. The system shall be fully operable and fully tested to the satisfaction of KPC.

4.3. The tests to be carried out by the Contractor shall include a total system test, as detailed below, verifying all inputs and outputs for correct operation, the operation of external alarms and external communications interface.

#### **5. Tender pricing**

The Tenderer shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the work, rates and prices stated in the price schedule, which rates and prices shall cover all his obligations under the contract and all matters and things pertaining to the proper completion, maintenance and certification of the works.

#### **6. TECHNICAL SPECIFICATIONS**

##### **GENERAL**

##### **Scope**

6.1. **This specification covers the minimum technical requirements for the *TENDER FOR SUPPLY, INSTALLATION AND COMMISSIONING OF UNINTERUPPTIBLE POWER SYSTEM (UPS) which will be is installed at PS 1 Changamwe Station***

##### **6.2. Errors or Omissions**

Any errors or omissions noted by the tenderer in this Specification shall be immediately brought to the attention of the Kenya Pipeline Co. Ltd.

##### **6.3. Deviations**

All deviations to this Specification, other related specifications shall be noted in the tender documents. Such deviations shall be explained in the documentation prepared by the tenderer.

##### **6.4. Conflicting Requirements**

In the event of any conflict, inconsistency or ambiguity between the Contract, Scope of Work, this Specification, National Codes & Standards referenced in this Specification or any other documents, the Vendor shall refer to KPC whose decision shall prevail.

##### **6.5. Reporting Procedure**

**6.5.1.** A reporting and documentation system shall be agreed between Kenya Pipeline Co. Ltd and the tenderer for the status of works.

**6.5.2.** Monthly and run summaries of all major aspects of the installation process shall be provided as reports to Kenya Pipeline Co. Ltd.

##### **6.6. CODES, STANDARDS & SPECIFICATIONS**

The codes, standards and specifications under clause 4.5 of section E shall be considered as part of this specification and minimum requirements of these are mandatory.

## 6.7. THE ORDER OF PRIORITY OF DOCUMENTS

The order of priority of documents shall be:

- I. This Specification and Data Sheets
- II. Referenced codes and standards

In case of conflict between different documents the more stringent requirement shall apply. The Vendor shall confirm such interpretations in writing to Kenya Pipeline Co. Ltd. The absence of exception (or comment) by the Vendor to this specification or the documents referenced within it will be taken to mean that the Vendor will be in full compliance with the specification and data sheets.

## 6.8. TECHNICAL REQUIREMENT FOR UPS System

### 6.8.1. General

The UPS system required by Kenya Pipeline Company limited shall be of the following specifications:

<i>General</i>	
<b>Device Type</b>	Free standing with IP 20 protection
<b>Cabinet</b>	The cabinet body must be of steel material with a RAL7012 wrinkle finish grey coating
<b>Height</b>	2 metres Max
<b>Housing Material</b>	Steel
<b>Redundancy</b>	1+1 (online)
<b>Integration</b>	OPC Connectivity
<i>Power Device</i>	
<b>Surge Suppression</b>	Yes
<b>UPS Technology</b>	Online
<b>Transfer time</b>	(0) ms
<b>Input Voltage Range, Current</b>	240/415V 3-PH-4 Wire, 53 A
<b>Input Frequency</b>	50Hz
<b>Input Connector(s)</b>	(To be specified by Tenderer)
<b>Power Output Connectors Details</b>	(To be specified by Tenderer)
<b>Output Voltage</b>	DC (24&48V) AC (110&240V)
<b>Voltage Regulation</b>	Online, double-conversion power conditioning
<b>Voltage Correction</b>	Maintains continuous operation without using battery power during overvoltage and under voltage
<b>Power Capacity</b>	40 kVA
<b>Output Waveform ( AC Mode)</b>	Sine wave
<b>Output Waveform</b>	Pure Sine wave

<b>Surge Energy Rating</b>	(To be specified by Tenderer)
<b>Circuit Protection (input &amp; output)</b>	Circuit breaker
<b>Crest Factor</b>	3:1
<b>AC Bypass</b>	Manual and Automatic
<i>Battery</i>	
<b>Type</b>	Maintenance Free batteries
<b>Efficiency at 100%</b>	Upto 95%
<b>Recharge Time</b>	4 Hours- 10% to 90%
<b>Technology</b>	IGBT Inverter or equivalent
<b>Run Time (Up To)</b>	3 hours at full load
<b>Replacement</b>	Hot swappable
<b>Scalability</b>	Expandable run time
<i>Networking</i>	
<b>Remote Management Interface</b>	IP, Ethernet and USB, Email Alerts, Power Management
<i>Expansion / Connectivity</i>	
<b>Interfaces</b>	USB, Serial & Ethernet
<b>Expansion Slot(s)</b>	Required and shall support additional battery packs
<i>Miscellaneous</i>	
<b>Cables Included</b>	(To be specified by Tenderer)
<b>Features</b>	Audible alarm, LCD display, Automatic Voltage Regulation (AVR), LED indicators, Fault diagnostics and messaging, Alarm Silencer option, cold start operation, ON button turns UPS inverter on. OFF button turns UPS inverter off
<b>LED</b>	4-LED Display: Displays normal AC input, on battery power, bypass input and fault conditions
<i>Software / System Requirements</i>	
<b>Software Included</b>	Drivers & Utilities
<i>Manufacturer Warranty</i>	
<b>Warranty</b>	Minimum 1 years
<b>Service &amp; Support</b>	Minimum 3 years
<i>Environmental Parameters</i>	
<b>Min Operating Temperature</b>	0 °C
<b>Max Operating Temperature</b>	70 °C
<b>Cooling Method</b>	Fans
<i>Standards</i>	

<b>Safety</b>	IEC/EN 62040-1 EN 60950-1, AS 62040.1.1, AS 62040.1.2
<b>EMC</b>	IEC/EN 62040-2, AS 62040.2
<b>Performance</b>	IEC/EN 62040-3, AS 62040.3
<b>Product declaration</b>	CE

**Section F:  
Evaluation Criteria**

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

No.	Description of criteria	Max Points (%)	Awarded	Remarks
<b>1</b>	<b>The bid must meet the mandatory requirements scheduled below</b> I. Certificate of Incorporation of the company. II. Manufacturer's Authorization Form duly filled. III. Tender Security of Kshs. 200,000 or equivalent in foreign currency. IV. Valid KRA tax compliance certificate. This applies to local companies. V. National Construction Authority certificate (NCA6) for electrical works VI. Certificate of Tenderer's Site Visit. VII. Warranty	-	-	
<b>2</b>	<b>Firms experience in deploying solutions of similar size and complexity:</b> Firms with experience in similar works (provide at least 4 references). <b>10 points</b>	<b>10</b>		
<b>3</b>	Factory acceptance and installation procedures applicable to PS1 (Changamwe) UPS system i. A bidder who submits a detailed regime for the UPS model <b>20 points</b> ii. A bidder who submits a partially detailed regime for the UPS model <b>3 points</b> iii. A bidder who submits no regime <b>0 points</b>	<b>20</b>		
<b>4</b>	<b>Key Staff.</b> Experience and qualifications of Staff scheduled for the installation [certified copies of CV's and certifications]	<b>20</b>		

No.	Description of criteria	Max Points (%)	Awarded	Remarks
	<ul style="list-style-type: none"> <li>i. A bidder who submits an accurate and complete staff profile to KPC specifications. <b>20 points</b></li> <li>ii. A bidder who submits a staff profile but only partially meets KPC's specifications. <b>3 points</b></li> <li>iii. A bidder who does not submit any of the requirements shall be awarded. <b>0 points</b></li> </ul>			
5	Provision of specifications for the UPS system as per the technical specifications list including all attendant accessories, connectors, cables, breakers. <ul style="list-style-type: none"> <li>i. A bidder who submits a detailed specification regime for the UPS applicable to PS1 model <b>40 points</b></li> <li>ii. A bidder who submits a partially detailed regime for the UPS model <b>10 points</b></li> <li>iii. A bidder who submits no regime <b>0 points</b></li> </ul>	40		
6	Warranty <ul style="list-style-type: none"> <li>i. A bidder who submits a detailed warranty regime for the UPS model <b>10 points</b></li> <li>ii. A bidder who submits a partially detailed warranty regime for the UPS model <b>3 points</b></li> <li>iii. A bidder who submits no regime <b>0 points</b></li> </ul>	10		
	<b>Total</b>	<b>100</b>		

- 1.1 A bidder must attain a score of at least 85% in the technical evaluation to be eligible for consideration in the financial evaluation.
- 1.2 The bidder with the lowest quoted financial offer after the technical evaluation subject to Clause 1.2 above will be declared winner.

## Bill of Quantities

### a. Supply and Installation of UPS System

No	Item Description	Unit	Qty	Unit Price (KSh.)	Total Price (KSh.)
1.	4 Core 6 mm <sup>2</sup> Flexible Copper cable (armored)	M	100		
2.	3 Core 2.5 mm <sup>2</sup> Flexible Copper cable	M	100		
3.	100 Amps 2-Pole MCCB with enclosures	No	1		
4.	63 Amps 2-Pole MCB with enclosures	No	2		
5.	16 Amps 1-Pole with 10No MCBs complete with enclosures.	No	2		
6.	40 KVA On-Line UPS System as per specifications. <i>Note: this shall be connected in parallel, load sharing capability</i>	No	2		
7.	Supply of installation Accessories including cable lugs, ferrules, labels etc	Lot	Lot		
8.	Installation costs	Lot	Lot		
9.	<b>Total</b>				

### b. FAT and Training

No	Item Description	Unit	Qty	Country	Unit Price (KSh.)	Total Price (KSh.)
1.	Provision for facilitation for Factory Acceptance Tests for UPS.  <i>This shall be cost directly incurred by tenderer to facilitate FAT</i>	Lot	Lot			
2.	Return airfare and local travel at country of training for the entire FAT and Training duration including out of pocket allowances at government rates per person per day, visa application fees, accommodation and meals for each staff.	Person	5			

No	Item Description	Unit	Qty	Country	Unit Price (KSh.)	Total Price (KSh.)
	<i>This cost shall be administered by KPC and shall not directly be paid to contractor.</i>					
3.	Supply of installation Accessories including cable lugs, ferrules etc	Lot	Lot			
4.	<b>Total</b>					

**Total costs**

No	Item Description	Total Price (KSh.)
1.	Supply of materials for PS 1 UPS	
2.	Factory Acceptance Test (FAT) & Training	
	<b>TOTAL</b>	

**Section G:**

**Employer's Representatives for Site Visits.**



**Section H:  
Tender Security Form**

Whereas M/s ..... has submitted its tender dated ..... [date of submission of tender] for **the TENDER FOR SUPPLY, INSTALLATION AND COMMISSIONING OF UNINTERUPPTIBLE POWER SYSTEM (UPS) at PS1 (Changamwe)** (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 Limited* (hereinafter called "the Procuring entity") in the sum of .....

.....  
for which payment will 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 \_\_\_\_\_2016.

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws their 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]

**Section I:**

**Contract Form**

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 2016 between *Kenya Pipeline Company Limited of Kenya* (hereinafter called "the Procuring entity") of the one part and.....

of..... [city and country of tenderer] (Hereinafter called "the Tenderer") of the other part:

WHEREAS the Procuring entity invited tenders for certain materials, viz **TENDER FOR SUPPLY, INSTALLATION AND COMMISSIONING OF UNINTERUPPTIBLE POWER SYSTEM (UPS) at PS1 (Changamwe)** 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 Technical Specifications;
  - (c) the General Conditions of Contract;
  - (d) the Special Conditions of Contract;
3. In consideration of the payments to be made by the Procuring entity to the Tenderer as hereinafter mentioned, the Tenderer hereby covenants with the Procuring entity to provide the materials and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring entity 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 Kenya Pipeline Company Limited*

Signed, sealed, delivered by \_\_\_\_\_ (for the Tenderer)  
in the presence of \_\_\_\_\_

**Section J:**  
**Performance Security Form**

To: *Kenya Pipeline Company Limited*

WHEREAS M/s ..... (hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. \_\_\_\_\_ [*reference number of the contract*] dated \_\_\_\_\_ 2016 to **TENDER FOR SUPPLY, INSTALLATION AND COMMISSIONING OF UNINTERUPPTIBLE POWER SYSTEM (UPS) at PS1 (Changamwe)** (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 \_\_\_\_\_ Signature and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*

**Section K:  
Manufacturer's Authorization Form**

To Kenya Pipeline Company Ltd  
Kenpipe Plaza  
Sekondi Road, Off Nanyuki Road  
Industrial Area  
P.O. Box 73442 -00200  
Nairobi

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.

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[*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 authorized to do so.**

**Section L:**

**Certificate of Site Visit**

The tenderer shall furnish a Pre-tender site visit certificate to show that he has visited the site of the works duly signed by the Employer's Representative.

This is to certify that I, .....  
(Name of Tenderer or Representative)

of the firm of .....

in the presence of .....  
(Name of Employer's Representative conducting the visit)

visited the site in connection with the tender to **TENDER FOR SUPPLY, INSTALLATION AND COMMISSIONING OF UNINTERUPPTIBLE POWER SYSTEM (UPS) at PS1 (Changamwe)** as specified in the said tender document.

Having previously studied the Tender Documents and carefully examined the site I have made myself familiar with all the local conditions likely to influence the works and cost thereof.

I further certify that I am satisfied with the description of the work on the explanations given by the said Representative of the Employer and that I understand perfectly the work to be done as specified and implied in the execution of the Contract.

Signed .....  
(Tenderer's Representative)

Witness .....  
(Signature of the Employer's Representative conducting the visit)

Date.....

**Section M**

**Tender Form**

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

To: **Kenya Pipeline Company Limited**  
**Kenpipe Plaza, Industrial Area, Nairobi**  
**Nairobi, Kenya**

Ladies and/or Gentlemen:

1. Having examined the tender documents including the technical specification, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **TENDER FOR SUPPLY, INSTALLATION AND COMMISSIONING OF UNINTERUPPTIBLE POWER SYSTEM (UPS) at PS1 (Changamwe)** in conformity with the said tender documents for the sum of \_\_\_\_\_ *[Total tender amount in words and figures Inclusive of all taxes]*

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 in accordance with the delivery period specified.
3. If our Tender is accepted, we will obtain a bank guarantee for a sum equivalent to 10% of the Contract Price for the due performance of the Contract, in the form prescribed by **Kenya Pipeline Company Limited**.
4. We agree to abide by this Tender for a period of **120** 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 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 \_\_\_\_\_

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

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

**SECTION N**

**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or 2 (c) and 2 (d) whichever applies 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; Country/Town.....

Plot No..... Street/Road .....

Postal Address..... Tel No.....

Nature of Business.....

Current Business Permit No..... Expiring date.....

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

Name of your bankers.....

Branch.....

**Part 2 (a) – Sole Proprietor**

Your name in full..... Age.....

Nationality..... Country of Origin.....

\*Citizenship details .....

**Part 2 (b) – Partnership**

Give details of partners as follows:

Name in full	Nationality	Citizenship Details	Shares
1.....			
2.....			
3.....			

**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:

Name in full . Nationality. Citizenship Details\*. Shares.

1.  
.....

2.  
.....

3.  
.....

4.  
.....

**Part 2(d) - Interest in the Firm:**

Is there any person / persons in ..... (Name of Kenya Pipeline Company) who has interest in this firm? Yes/No..... (Delete as necessary)

I certify that the information given above is correct.

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

\*Attach proof of citizenship



