

KENYA PIPELINE COMPANY LIMITED



REQUEST FOR PROPOSALS (RFP)

KPC/PU/089-OT/16

Title of Consulting Services:

***Consultancy Services for the Risk Assessment of Head Quarters Building,
Nairobi Terminal & Kipevu Oil Storage Facility (KOSF – PS 14)***

MARCH, 2017

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Title of Consulting Services:

*Consultancy Services for the Risk Assessment of Head Quarters Building,
Nairobi Terminal & Kipevu Oil Storage Facility (KOSF – PS 14)*

.....2016

KPC/PU/089-OT/16

**P.O BOX _____
NAIROBI**

Dear Sir,

Consultancy Services for the Risk Assessment of Head Quarters Building, Nairobi Terminal & Kipevu Oil Storage Facility – PS 14.

The Kenya Pipeline Company Ltd (KPC) invites you to tender for the consultancy services for the Risk Assessment of Head Quarters Building, Nairobi Terminal and Kipevu Oil Storage Facility – PS 14 whose specifications are detailed in the attached Tender Document.

Interested eligible candidates can view and download the documents from the website www.kpc.co.ke at no cost. Bidders 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.

Mandatory Requirements:

1. Must provide a Certificate of Incorporation or Registration.
2. Must provide a valid KRA Tax Compliance Certificate (**local bidders only**).
3. Must provide a copy of VAT PIN certificates (local bidders only),
4. Corporate member to a national Risk and Safety Management body.
5. A Local Partnership Agreement as per requirements of this tender. International firms incorporated outside the Republic of Kenya must demonstrate partnerships with Local firms in a joint venture arrangement for these services. The minimum shareholding for the local firm in the joint venture shall be 40% in all respects and the same must clearly be stated in the Agreement. Firms incorporated in Kenya must demonstrate that citizens of Kenya hold a minimum 51% shareholding to qualify for local firms.
6. Must Provide a signed Declaration Form
7. Bidders must paginate all their documents and initial each page.

Your completed Tender Document in sealed plain envelopes bearing the reference “**KPC/PU/089-OT/16 Tender for Consultancy Services for the Risk Assessment of Head Quarters Building, Nairobi Terminal and Kipevu Oil Storage Facility – PS 14**” should be addressed to:

**The Managing Director
Kenya Pipeline Company Ltd
Kenpipe Plaza
P.O Box 73442-00200
Nairobi**

And be deposited in the tender box on the ground floor of Kenpipe Plaza, Sekondi Road, Industrial Area so as to be received not later than **10.00 am on 30TH March 2017**. Tenders received later than this time and date shall automatically be disqualified. Tenders shall be opened immediately thereafter and tenderers or their representatives who wish to attend are welcome. Tender documents are not transferable.

Kenya Pipeline Ltd reserves the right to accept or reject any tender either in whole or in part and is not bound to give reasons thereof.

Yours Faithfully,

NICHOLAS GITOBU
FOR: MANAGING DIRECTOR

Section 1. Information to Consultants

- 1.0 Introduction:** The Client named in the Data Sheet will select a consultant among those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet and detailed in the edition of the Guidelines indicated in the Data Sheet.
- 1.2 The consultants are invited to submit a comprehensive Technical and financial proposal in different envelope for consulting services required for the assignment named in the Data Sheet. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected consultant.
- 1.3 The assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the assignment includes several phases, the performance of the consultant under each phase must be to the Client's satisfaction before work begins on the next phase.
- 1.4 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The consultants' representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.5 The Client will provide the inputs specified in the Data Sheet, assist the consultant in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 1.7 Kenya Pipeline Company policy requires that consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
- 1.7.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:

- (a) A consultant, who has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, consultants hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the consultant's earlier consulting services) for the same project.
 - (b) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.
- 1.7.2 As pointed out in para. 1.7.1 (a) above, consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.
- 1.7.3 Any previous or ongoing participation in relation to the assignment by the consultant, its professional staff, or its affiliates or associates under a contract with the Kenya Pipeline Company Limited may result in rejection of the proposal. Consultants should clarify their situation in that respect with the Client before preparing the proposal.
- 1.8 The Company's policy requires consultants to observe the highest standard of ethics during the selection and execution of the contract. In pursuance of this policy, the Company:
 - (a) Defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the client, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive the client of the benefits of free and open competition.
 - (b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

- (c) Will nullify the Request for Proposal if it is determined that corrupt or fraudulent practices were engaged in by representatives of the Client or Consultant during the selection process or the execution of the contract.
 - (d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the Client if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract; and
 - (e) Will have the right to require that a provision be included requiring consultants to permit the Client to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Client
- 1.9 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices.
- 1.10 Consultants shall furnish information as described in the Financial Proposal submission form (Section 4A) on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal, and to execute the work if the firm is awarded the contract.
- 1.11 Consultants shall be aware of the provisions on fraud and corruption stated in the Standard Contract under the clauses indicated in the Data Sheet.

1.12 Clarification and Amendment of RFP Documents:

Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

- 1.12.1 If the RFP documents are amended when the time remaining before the deadline for submitting RFP's is less than one third of the time allowed for the preparation of RFP's, or the time remaining is less than the period indicated in information to consultants, the clients shall extend the deadline as necessary to allow the amendment of the RFP documents to be taken into account in the preparation or amendment of RFP's.
- 1.12.2 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consultant, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals.

1.13 Preparation of Proposal: Consultants are requested to submit a proposal (para. 1.2) written in the language(s) specified in the Data Sheet.

1.14 Technical Proposal: In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

1.14.1 While preparing the Technical Proposal, consultants must give particular attention to the following:

- (i) If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint venture or sub-consultancy, as appropriate. Consultants may associate with the other consultants invited for this assignment only with approval of the Client as indicated in the Data Sheet. Consultants must obtain the approval of the Client to enter into a joint venture with consultants not invited for this assignment. The consultants are encouraged to seek the participation of local consultants by entering into a joint venture with, or subcontracting part of the assignment to, national consultants.
- (ii) The assignment is on a lump sum Remuneration basis. The estimated time for the assignment is as specified in the data sheet.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or has an extended and stable working relationship with it.
- (iv) Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under conditions similar to those prevailing in Kenya.
- (v) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- (vi) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet

1.14.2 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):

- (i) A brief description of the consultant's profile and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, duration of the assignment, contract amount, and consultant's involvement.) Any comments or suggestions on the Terms of Reference (TOR) and on the data, a list of services, and facilities to be provided by the Client (Section 3C).

- (iii) A description of the methodology and work plan for performing the assignment (Section 3D).
- (iv) A detailed Curriculum vitae of the individual consultant as per the provided format (Section 3E). Key information should include number of years working as a consultant and degree of responsibility held in various assignments during the last ten (10) years.
- (v) An activity schedule detailing the activities from the start of the assignment to end as per section 3F.
- (vi) Any additional information requested in the Data Sheet.

1.15 Financial Proposal: In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the assignment, including (a) remuneration for staff (b) remuneration for activities including reimbursable and miscellaneous expenditure, services and equipment printing of documents and surveys, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

1.15.1 The Financial Proposal should include local taxes, duties, fees, levies, and other charges imposed under the applicable law, on the consultants, the sub consultants, and their personnel (other than nationals or permanent residents of the government's country), unless the Data Sheet specifies otherwise.

1.15.2 Consultants may express the price of their services in the currency of any Bank member country. The consultants may not use more than three foreign currencies. The Client may require consultants to state the portion of their price representing local cost in the national currency if so indicated in the Data Sheet.

1.15.3 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission form (Section 4A).

1.15.4 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

1.16 Submission, Receipt, and Opening of Proposals- The original proposal (Technical and, Financial Proposal) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the individual consultants/ firms.

- 1.16.1 The individual consultant/ firm shall initialize all pages of the proposal.
- 1.16.2 For each proposal, the consultants shall prepare the number of copies indicated in the Data Sheet. The Technical and Financial Proposal shall be in a single envelope and marked “ORIGINAL” or “COPY” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original governs.
- 1.16.3 The original and all copies of the Technical and Financial Proposal shall be placed in a sealed single envelope clearly marked “Technical and Financial Proposal,” The envelope shall bear the submission address and other information indicated in the Data Sheet and be clearly marked, “**TO BE OPENED PUBLICLY**”
- 1.16.4 The completed Technical and Financial Proposals must be delivered in a single envelope at the submission address on or before the time and date stated in the Data Sheet. Any proposal received after the closing time for submission of proposals shall be returned unopened.
- 1.16.5 After the deadline for submission of proposals, the Proposals shall be opened immediately by the evaluation committee.
- 1.17 Proposal Evaluation General:** From the time the bids are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the individual consultant/ firm to influence the Client in the Client’s proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant’s proposal.
- 1.18 Evaluation of Technical Proposals:** The evaluation committee, appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria (typically not more than three per criteria), and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.
- 1.18.1 In the case of Quality-Based Selection, Selection Based on Consultant’s Qualifications, and Single-Source Selection, the highest ranked individual consultant/ firm selected on a single-source basis is invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted in accordance with the instructions given in para. 1.2 and the Data Sheet.

Public Opening and Evaluation of Financial Proposals: Ranking (QCBS, Fixed-Budget, and Least-Cost Selection Methods Only)

- 1.18.2 The name of the consultant and the proposed prices shall be read aloud and recorded during the Proposals public opening. The Client shall prepare minutes of the public opening.
- 1.18.3 The evaluation committee will determine whether the Proposals are complete. The official selling rates used, provided by the source indicated in the Data Sheet, will be those in effect on the date indicated in the Data Sheet
- 1.18.4 In case of QCBS, the lowest Financial Proposal (F_m) will be given a financial score (S_f) of 100 points. The financial scores (S_f) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + P = 1$) indicated in the Data Sheet: $S = S_t \times T\% + S_f \times P\%$. The individual consultant/ firm achieving the highest combined technical and financial score will be invited for negotiations.
- 1.18.5 In the case of Fixed-Budget Selection, the Client will select the individual consultant/ firm that submitted the highest ranked Technical Proposal within the budget (“evaluated” price). Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest proposal (“evaluated” price) among those that passed the minimum technical score. In both cases the selected individual consultant/ firm is invited for negotiations.
- 1.19 **Negotiations:** Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.
- 1.19.1 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the individual consultant/ firm to improve the Terms of Reference. The Client and individual consultant/ firm will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-hours, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the contract. Special attention will be paid to getting the most the individual consultant/ firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 1.19.2 The financial negotiations will include a clarification (if any) of the individual consultant’s tax liability and the manner in which it will be reflected in the contract; and will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates in the cases of QCBS, Fixed-Budget Selection, and the Least-Cost Selection methods. For other methods, the Individual consultant/ firm will provide associate consultants with the information on remuneration rates described in the Appendix to this information.

- 1.19.3 Having selected the individual consultant/ firm on the basis of, among other things, an evaluation of proposed key expertise and experience, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the expert will be actually available and not delegate. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that the purported individual consultant/ firm has no expertise and experience as contained in the proposal, the individual consultant/ firm may be disqualified.
- 1.19.4 The negotiations will conclude with a review of the draft form of the contract. If negotiations fail, the Client will invite the individual consultant/ firm whose proposal received the second highest score to negotiate a Contract.

1.20 Performance Security

- 1.20.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to Kenya Pipeline Company the performance security in the amount specified in Special Conditions of Contract.
- 1.20.2 The performance security will be **10% of the bid price**.
- 1.20.3 The proceeds of the performance security shall be payable to Kenya Pipeline Company as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 1.20.4 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 or abroad, acceptable to KENYA PIPELINE COMPANY, in the form provided in the tender documents.
- 1.20.5 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 Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract
- 1.21 Award of Contract:** The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify the unsuccessful bidders that their bids were unsuccessful at the same time that the successful bidder has been notified that their bid was successful.
- 1.22 The individual consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

- 1.23 **Confidentiality:** Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the individual consultants/ firms who submitted the proposals or to other persons not officially concerned with the process, until the winning individual consultant/ firm is notified of awarded the contract.

2.0 Information to Consultants

DATA SHEET

Clause Reference

- 2.1 The name of the Client is:
Kenya Pipeline Company Ltd
Sekondi Road, Off Nanyuki Road
Industrial Area
P.O Box 73442-00200
Nairobi, Kenya
- The method of selection is: **Least Cost Selection (LCS)**.
- The Edition of the Guidelines is: PPDA, **January 2015**,
- 2.2 Technical and Financial Proposals are requested at the same time: **YES**
- The name, objectives, and description of the assignment are:
Consultancy Services for the Risk Assessment of Head Quarters Building, Nairobi Terminal & Kipevu Oil Storage Facility – PS14, as per the Client’s statement of intent and objectives as set out in the TOR (Sec.5)
- 2.3 The assignment is **NOT** phased.
- 2.4 A pre-proposal conference will **NOT** be held.
- The name, address, and telephone numbers of the Client’s Contact is:
SHEQ Manager
Kenya Pipeline Company Ltd.
Kenpipe Plaza Building, Sekondi Road, off Nanyuki Road,
Industrial Area
P.O BOX 73442 - 00200
Fax: 254 - 020 - 3540032
Nairobi, Kenya
- Telephone +254-020-2606500-4**
e-mail: sheqm@kpc.co.ke
- 2.5 The Client will provide the following inputs: **All relevant documents and information to facilitate this exercise.**

2.6 The clauses on fraud and corruption in the Contract provide the following:

Kenya Pipeline Company (KPC) requires that Consultants of the contract observe the highest standard of ethics during the procurement and execution of the contracts.

- i. “Corrupt practice” means the offering, giving, receiving or soliciting of anything 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 the Client and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive the Client of the benefits of free and open competition.
- a) The Client will reject a proposal for award if it determines that the Consultant commended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - b) Will declare an individual consultant ineligible, either indefinitely for a stated period of time, to be awarded a contract by KPC, if it at any time determines that the individual consultant has engaged in corrupt or fraudulent practices in competing for, or in executing a contract financed by KPC. Furthermore, Consultants shall be aware of KPC requirements that a Consultant shall permit KPC to inspect the Consultant’s accounts and records relating to the performance of the Consultant or and to have them audited by Auditors appointed by KPC.

2.7 The address for requesting clarifications is:

SHEQ Manager
Kenya Pipeline Company Ltd.
Kenpipe Plaza Building, Sekondi Road, off Nanyuki Road,
Industrial Area
P.O BOX 73442 - 00200
Fax: 254 - 020 - 3540032
Nairobi, Kenya

Telephone +254-020-2606500-4

Email: sheqm@kpc.co.ke

2.8 Proposals shall be submitted in the **ENGLISH** language only.

2.9 (i) Shortlisted individual consultant shall **NOT** associate with other shortlisted individual consultants.

(ii) The estimated number of professional staff-hours required for the assignment is a **maximum of 6 man months**.

or:

(iii)The minimum required experience of proposed professional staff is: **10 Years**

(iv) Reports that are part of the assignment must be written in the **ENGLISH** language.

2.10 (v) Training is **NOT** a specific component of this assignment.

(vi)Additional information in the Technical Proposal includes: **Track record of experience in Risk Assessment in the Petroleum and Energy sectors.**

2.11 Taxes: **Include, Value Added Tax (VAT) and withholding on remuneration. For those reimbursable items for which taxes will have been paid then the items will not be subjected to VAT Tax deductions.**

2.12 Consultants to state local cost in the national currency: **Yes**

2.13 Proposals must remain valid **120 days** after the submission date.

2.14 Consultants must submit an **original** and **Three (3)** additional copies of the proposal.

2.15 The proposal submission address is
Kenya Pipeline Company Ltd
Ground Floor – Kenpipe Plaza
Sekondi Road, Off Nanyuki Road
Industrial Area
P.O Box 73442-00200
Nairobi, Kenya

2.16 Information on the outer envelope should also include : **Confidential, Consultancy Services for the Risk Assessment of Head Quarters Building, Nairobi Terminal & Kipevu Oil Storage Facility – PS 14**

2.17 Proposals must be submitted no later than the following date and time:
10.00 am 30TH March 2017

2.18 The address to send information to the Client is:

SHEQ Manager
Kenya Pipeline Company Ltd.
Kenpipe Plaza Building, Sekondi Road, off Nanyuki Road,
Industrial Area
P.O BOX 73442 - 00200

Fax: 254 - 020 - 3540032

Nairobi, Kenya

Telephone +254-020-2606500-4

Email: sheqm@kpc.co.ke

2.19 The number of points to be given under each of the evaluation criteria are:

<p>Specific experience</p> <ul style="list-style-type: none">• The bidder shall provide proof of at least 5 No risk assessment for petroleum terminals and other facilities during the last 5 years; (attach contract or completion certificates) 15mks <i>(3mks for works done per organization in the last 5 years)</i>• The bidder shall provide proof of having undertaken 5 Risk Assessment for large corporations from other operations other than petroleum sector during the last 5 years (attach contract or completion certificates) 10 <i>(2mks per assessment in various sectors in the last 5)</i>	25
<p>Adequacy of proposed work plan & methodology as per TOR</p> <p>The bidder shall provide a works methodology clearly indicating man-hours per activity with total project man-hours indicated. Note that in the submission, the potential EPC contractor shall be required to give the following details in each of the above activity:</p> <ul style="list-style-type: none">• Technical approach entails detailing:-<ul style="list-style-type: none">a) Proposed methodology of the sites assessment (5mks)b) Data Analysis methodology (5mks)c) Stakeholders analysis & Involvement methodology in the assessment (5mks)• Quality of Work Plan (5mks)<ul style="list-style-type: none">a) The bidder shall provide a reasonable draft programme in Ms Project of performing the works within the stipulated timeframe. The programme shall enlist milestones of the project activities (desk top study, field assessment, stakeholders meeting, report writing & presentation).b) The work plan shall detail the number of commensurate staff proposed to achieve the man days proposed	20
<p>iii) Risk Assessment Tool</p> <p>The bidder shall provide proof of ownership of risk assessment modelling software and tools (proprietary or as a licensee). The modelling software and tool shall have capabilities of modelling all the risks specific to petroleum installations, in particular oil terminals and all other building infrastructure for commercial use.</p>	20
<p>iv) International Standards & Regulations</p> <p>The bidder shall provide proof that they have done at least one (1) Risk Assessment where they have benchmarked against the Dangerous Substances and Explosive Atmospheres Regulations (DSEAR) as well as Control of Industrial Major Accident Hazards Regulations or any other equivalent International Regulation</p>	10

<p>(iii) Qualifications and competence for Assignment (attach CV's)</p> <p>a) Project Team Leader The bidder shall provide names and detailed curriculum vitae of two members of staff (<i>prime and alternate</i>) who have undertaken Petroleum Terminals Risk Assessment. The candidates should be Registered Expert affiliated to regulating body in country of origin (Risk & Safety Management bodies) and holders of a diploma in Risk and Safety Management certification or equivalent. Minimum experience of 10 years in Risk and Safety management (attach copies of certificates). (10mks)</p> <p>b) Associate Risk Assessment Expert The bidder shall provide names and detailed curriculum vitae of two(2No) members of staff with internationally recognized certification in risk and safety management and have at least 10 years' experience in risk assessment/mitigation expertise in petroleum sector in particular pipeline operations (attach copies of certificates) (5 mks)</p>	15
<p>(iv) Financial Capability</p> <p>i. The bidder shall provide proof of having a minimum annual financial turnover of KShs.50 million (USD 500,000) during any one of the last 3 years. (5mks)</p> <p>ii.</p> <p>iii. The bidder shall provide evidence of having completed at least one project of Risk Assessment valued for at least KShs. 10 Million (USD 100,000) during the last 3 Years. (5mks)</p>	10
Total marks	100

Minimum Technical Score required to pass: **80 points**

- 2.20 The single currency for price conversions is: **Kenya Shilling**
- The source of official selling rates is: **Central Bank of Kenya**
- The date of exchange rates is: **The Submission Closing Date**
- 2.21 The method of selection is: **Least Cost Selection (LCS), following successful Technical Evaluation**
- 2.22 The address for negotiations is: **Kenya Pipeline Company Ltd, Kenpipe Plaza, Sekondi Road, Off Nanyuki Road**
- 2.25 The assignment is expected to commence on ----- **2017.**

Section 3. Technical Proposal - Standard Forms

- 3A. Technical Proposal submission form.
- 3B. Individual Consultant's references.
- 3C. Comments and suggestions of consultants on the Terms of Reference and on data, services, and facilities to be provided by the Client.
- 3D. Description of the methodology and work plan for performing the assignment.
- 3E. Format of curriculum vitae (CV) for individual consultant.
- 3F. Activity (work) schedule.

3A. TECHNICAL PROPOSAL SUBMISSION FORM

..... [Date]

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

Ladies/Gentlemen:

I, the undersigned, offer to provide;
Consultancy Services for the Fire Audit of KPC Operations and Facilities for the year 2016, in accordance with your Request for Proposal dated and our Proposal. I hereby submit my comprehensive Technical and Financial Proposal.

If negotiations are held during the period of validity of the Proposal, i.e., before [Date] I undertake to negotiate on the basis of the scope of works. My Proposal is binding upon myself and subject to the modifications resulting from Contract negotiations.

I understand you are not bound to accept any Proposal you receive.

I remain,

Yours sincerely,

.....Individual consultant Signature:

.....Name of Signatory:

.....Title of Signatory:

.....Name of Individual Consultant:

.....Address:

3B.INDIVIDUAL CONSULTANT’S REFERENCES

**Relevant Services Carried Out in the Last Five Years
That Best Illustrate Qualifications**

Using the format below, provide information on each assignment you, either individually or as a major associate, was legally contracted.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm/Entity(profiles):
Name of Client:		Nº of Staff:
Address:		Nº of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (Kshs):
Name of Associated Consultants, If Any:		Nº of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Individual Consultant/Firm’s Name: _____

**3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE
AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT**

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services, and facilities to be provided by the Client:

- 1.
- 2.
- 3.
- 4.
- 5.

**3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE
ASSIGNMENT**

3E. FORMAT OF CURRICULUM VITAE (CV) FOR INDIVIDUAL CONSULTANT

Name of consultant individual: _____

Profession: _____

Date of Birth: _____

Years as individual consultant: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks undertaken Assigned: _____

Key Qualifications:

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

Education:

[Summarize college/university and other specialized education, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

[Signature of staff member and Individual consultant] Date: _____
Day/Month/Year

Full name of individual consultant: _____

3F. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items

	<i>[1st, 2nd, etc. are days from the start of assignment.]</i>												
	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	
Activity (Work)													

B. Completion and Submission of Reports

Reports	Date
1. Preliminary Report	
2. Intermediate Report	
3. Final Draft Report	
4. Final Report	

Section 4. Financial Proposal - Standard Forms

- 4A. Financial Proposal submission form.
- 4B. Summary of costs.
- 4C. Breakdown of price per activity.

4A. FINANCIAL PROPOSAL SUBMISSION FORM

..... [Date]

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

Ladies/Gentlemen:

I, the undersigned, offer to provide **Consultancy Services for the Risk Assessment of Head Quarters Building, Nairobi Terminal & Kipevu Oil Storage Facility - PS14** in accordance with your Request for Proposal dated and my Proposal (Technical and Financial Proposals). My attached Financial Proposal is for the sum of **Kshs..... inclusive of VAT, Withholding, Commissions, gratuities and all other local taxes.**

My Financial Proposal shall be binding upon me subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e.,..... [Date].

Commissions and gratuities, if any, paid or to be paid by me to agents relating to this Proposal and Contract execution, if I am awarded the Contract, are listed below:

Name and Address of Agents	Amount (Ksh)	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

I understand you are not bound to accept any Proposal you receive.

I remain,

Yours sincerely,

.....Individual consultant Signature:

.....Name of Signatory:

.....Title of Signatory:

.....Name of Individual consultant:

.....Address:

4B. SUMMARY OF COSTS

Activity Number	Price Per Activity	Remuneration Per Activity
	Amount (Kshs)	Amount (Kshs)
Activity No: _____		
Subtotal	_____	_____
VAT	_____	_____
Total Amount	_____	_____
Grand Total of Financial Proposal	_____	_____

(C) COST SUMMARY SHEET

SCHEDULE OF PRICES – SUMMARY

ITEM DESCRIPTION	COST (KShs)
Audit cost including reimbursable for transport, report writing/printing & report finding presentation to KPC etc.	
Add 16% VAT	
<i>GRAND TOTAL (TO BE CARRIED TO FORM OF TENDER).</i>	

Section 5: Terms of Reference and Scope of Services

TERMS OF REFERENCE FOR CONSULTANCY SERVICES FOR THE RISK ASSESSMENT OF HEAD QUARTERS BUILDING, NAIROBI TERMINAL & KIPEVU OIL STORAGE FACILITY – PS 14

5.0 STATEMENT OF INTENT

It is the intention of Kenya Pipeline Company Ltd. to appoint a Consultant to carry out Consultancy Services for the Risk Assessment of Head Quarters Building, Nairobi Terminal and Kipevu Oil Storage Facility – PS 14.

Kenya's hinterland has changed with increased socio-economic growth thereby resulting in increased demand for petroleum products. KPC to therefore meet this ever growing demand of petroleum product from the country and the region has been expanding its infrastructure with additional storage tanks within existing terminals, to laying of new and bigger diameter pipeline infrastructure. Nairobi Terminal has a capacity of 97,511m³ presently with an additional storage capacity of 132,000m³ facility under construction as a result.

In addition, as the customer base of KPC expands, various organizations both of complimentary and non-complimentary nature have set up adjacent facilities such as depots, truck parking facilities among others. This activities both internal and of external nature to KPC operations poses significant risks to its operations.

With this in mind, we would like to review our facilities layout in 'hazardous zones' and, confirm that they meet our HSE policy, national legislations, industry best practice requirements in terms of safe operating distances with minimal adverse impacts from process and non-process activities and benchmarking against international legislation namely DSEAR and CIMAH.

We therefore require to establish the safety of our facilities and staff in line with the above local, national and industry and international practices and legislations.

Further recommendations should be made on possible mitigation measures that need to be implemented in light of the new developments.

M/s Kenya Pipeline Company Ltd. intends to use the report of findings to make management decisions in risk mitigation to minimize impacts from such risks and ensure business continuity.

This Risk Assessment exercise is of high priority and consistent with KPC policy on emergency preparedness, personnel health and safety, safety of the installation, premises and the surrounding environment.

5.1 TERMS OF REFERENCE

The Consultant is required to;

- i. Undertake a Risk Assessment of the KPC's Head Quarters Building, Nairobi Terminal and Kipevu Oil Storage Facility – PS 14 in line with the requirements of the safety guidelines and good industry practices for oil terminals. The assessment should also be based on UK's guidelines as per legislations such as; Dangerous Substances and Explosive Atmosphere Regulations as well as Control of Industrial Major Accidents Hazards (CIMAH) regulations.
- ii. The assessment should identify all potential hazards the consequential effects on the facility as a whole. Both process and non-process hazards should be identified and their consequences enlisted during this process.
- iii. Advise management on possible and suitable improvement measures necessary to ensure compliance and improvement of the existing risk mitigation efforts within Head Office, Nairobi Terminal and Kipevu Oil Storage Facility – PS 14.
- iv. The audit will look at but not limited to the following areas;
 - a) Existing policies, procedures and work instructions on safe operations within the two facilities to mitigate risk;
 - b) Facilities preparedness in mitigating potential risks from the various operations
 - c) Adequacy of measures in place to ensure business continuity;
 - d) Categorization of risk areas and people/staff at risk;
 - e) KPC neighbourhoods and their potential risks to the facilities operation.
- v. Prepare and submit three (5) hard copies and one (1) soft copy of the Risk Assessment Report to the Client respectively.
- vi. The study shall analyse the Strengths, Weaknesses, Opportunities and Threats of the current policies, procedures, work instructions and operations with a view to making recommendations for improvement and best practice in management of risk and safety largely within the facilities with view to ensuring business continuity.

- vii. This entire exercise should be in line with best practice of risk assessment in petroleum terminals as per industry guidelines.

5.2 SCOPE OF WORK FOR CONSULTANCY

1. The scope of consultancy shall cover KPC Head Office, Nairobi Terminal and Kipevu Oil Storage Facility – PS 14.
2. The consultant is to deliver the following services:
 - i. Carry out site specific comprehensive risk assessment with KPC’S major hazards (including those relating potential vapour clouds explosion initiated by a release of petroleum spirits and distillates from Nairobi Terminals Tank Farm and the loading operations at VTTI in PS 14), taking into account:-
 - a) Existing neighbourhood facilities, nature of activities, hours of operation & compatibility with KPC operations in terms of risk mitigation.
 - b) Potential neighbourhood facilities and hours of operation/occupation of development options for Kipevu Oil Storage Facility – PS 14, Nairobi Terminal and headquarters in terms of new development like Additional Tanks facilities and other premises that may come up in future.
 - c) Breakdown of neighbouring Petroleum facilities tanks (fuel) farm, Total Kenya LPG plant, and Kenya Power Ibera Africa plant, VTTI in terms of levels of flammability and tonnages.
 - d) Nanyuki Road hosting of petroleum tankers, welding activities, open food kiosk, unloading go-down operations, and associated lube oil manufacturing businesses and National Oil Corporation of Kenya (NOCK) filling station, inclusive of tonnages, pumping rates, duration of filling operations, and times of day that operations of this facilities are undertaken.
 - e) Any risks associated with the interfaces between adjacent major hazards.
 - ii. Assess the total annualised societal risk associated with major hazards risk (including those relating to a VCE initiated by a release of petroleum spirits & other products from Nairobi Terminal and Kipevu Oil Storage Facility in view of close proximity of the Terminals to numerous factories and densely populated slum dwellings of Mukuru kwa Njenga, Hamza and Buru Buru Estates in Nairobi, and the slums neighbouring the PS 14 .
 - iii. A comprehensive objective review and analysis report of the existing KPC policies, procedure and work instructions related to risk and disaster management and business continuity programs and how they compare to existing studies and findings on management system/framework in the region and energy sector and world over. It shall include a review the effectiveness of the chain of command arrangements derived from the current disaster response and incident command system and assess the optimum responsibilities for each level, areas and stations.
 - iv. Assess use of potential risk posed by use KPC helicopters within the facility.

- v. Assess how these risks might be mitigated by above KPC policies, procedures, and existing infrastructure and by offsite measures and procedures.
- vi. Profiling and consultations report of stakeholders, and consultations with them identifying areas of partnership, complementation, support and framework of engagement.
 - f) Developing a KPC Policy on risk and disaster management program for the two facilities, a comprehensive business continuity plan in consultation with the stakeholders. This includes conducting consultation workshops to enhance process owners understand and contribute to their roles in the programs for the disaster risk reduction.
 - g) Facilitate the simulation of disaster to test the adequacy of the plans and make a report on findings, gaps and recommendations for improvement.

5.3 PRESENTATION OF REPORTS TO KPC

5.3.1 Presentation of Risk Assessment Report/Documents

Presentation of reports shall be as follows:

- i. Inception Report.
- ii. Draft Report
- iii. Comments by client.
- iv. Final Report incorporating the client's comments
- v. Report presentation to KPC management.

The Consultant shall submit three (5) hard copies and one (1) soft copy to the client.

Section 6: Standard Form of Contract

FORM OF CONTRACT

THIS CONTRACT (“Contract”) is entered into this [.....insert starting date of assignment], by and between [.....insert Client’s name] (“the Client”) having its principal place of business at [.....insert Client’s address], and [.....insert Tenderer’s name] (“the Tenderer”) having its principal office located at [.....insert Tenderer’s address].

WHEREAS, the Client wishes to have the Tenderer perform the services hereinafter referred to, and

WHEREAS, the Tenderer is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

6.1 Services

- i. The Tenderer shall perform the services specified in Section 5, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract.
- ii. The Tenderer shall provide the personnel listed in Section 4E, to perform the Services.
- iii. The Tenderer shall submit to the Client the reports in the form and within the time periods specified in Section 5 (Terms of Reference) Sub-section 5.3.

6.2 Term

The Tenderer shall perform the Services during the period commencing [.....insert starting date] and continuing through [.....insert completion date], or any other period as may be subsequently agreed by the parties in writing.

6.3 Payment

7.3.1 Ceiling

For Services rendered pursuant to Section 5 (Terms of Reference), the Client shall pay the Tenderer an amount not to exceed [.....]. This amount has been established based on the understanding that it includes all of the Tenderer’s costs and profits as well as any tax obligation that may be imposed on the Tenderer.

6.3.1 Schedule of Payments

The schedule of payments is specified below:

100% [.....] upon the Client's receipt of the final report, acceptable to the Client.

[.....] **Total Amount**

6.4 Payment Conditions

Payment shall be made not later than 30 days following submission by the Tenderer of invoices in duplicate to the Coordinator designated in paragraph 4.

6.5 Project Administration

6.5.1 Coordinator

The Client designates Engineer **Beatrice Orgut as** Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.

6.5.2 Reports.

The reports listed in Section 5 (Terms of Reference) Sub-section 5.3 shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 6.3.

6.6 Performance Standards

The Tenderer undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Tenderer shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6.7 Confidentiality

The Tenderer shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to this Contract or the Client's business or operations without the prior written consent of the Client.

6.8 Ownership of Material

Any studies reports or other material, graphic, software or otherwise, prepared by the Tenderer for the Client under the Contract shall belong to and remain the property of the client. The Tenderer may retain a copy of such documents and software but shall not use them for purposes unrelated to this Contract without prior approval of the Client.

6.9 Tenderer not to be engaged in Certain Activities

The Tenderer agrees that, during the term of this Contract and after its termination, the Tenderer and any entity affiliated with the Tenderer, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

6.10 Insurance

The Tenderer will be responsible for taking out any appropriate Insurance coverage in the name of both parties.

6.11 Assignment

The Tenderer shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.

6.12 Law Governing Contract and Language

The Contract shall be governed by the laws of Kenya, and the language of the Contract shall be English.

6.13 Dispute Resolution

Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to the high court of Kenya.

FOR THE CLIENT

Signed by _____

Name: _____

Title: _____

FOR THE TENDERER

Signed by _____

Title: _____

Title: _____

7. 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]

9. 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: 254-020-2606500
Telefax 254-020-0384/650436/8**

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

10. KEY PERSONNEL

DESIGNATION	NAME	NATIONALITY	SUMMARY OF QUALIFICATIONS AND EXPERIENCE
Headquarters 1. Directors 2. 3. 4. 5. etc			
1. Project Manager 2. 3. 4. 5. etc			

I certify that the above information is correct

.....

[Title]

.....

[Signature]

.....

[Date]

11. FORM OF WRITTEN POWER-OF-ATTORNEY

The Tenderer consists of a joint venture shall state here below the name and address of his representative who is authorized to receive on his behalf correspondence in connection with the Tender.

.....

[Name of Tenderer's Representative in block letters]

.....

[Address of Tenderer's Representative]

.....

[Signature of Tenderer's Representative]

12. DECLARATION FORM

Date _____

To _____

The tenderer i.e. (name and address) _____

_____ declare the following:

- a) Has not been debarred from participating in public procurement.
- b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.
- c) Will undertake to abide by the Public Procurement and Asset Disposal Act 2015 and the regulations thereto.

Title

Signature

Date

(To be signed by authorized representative and officially stamped)

12. APPENDIX TO FORM OF TENDER

(This appendix forms part of the tender)

CONDITIONS OF CONTRACT	AMOUNT
Tender Security (Bank Guarantee only)	N/A
Amount of Performance Security (Unconditional Bank Guarantee)	10% percent of Tender sum in the form of Unconditional bank Guarantee
Program to be submitted	Not later than 14 days after issuance of Order to Commence
Period for commencement, from the SHEQM order to commence	14 days
Time for completion	6 Man Month
Appointer of Arbitrator	The Chartered Institute of Arbitrators (Kenya)
Notice to KPC and SHEQM Representative	The employer's address is: Managing Director, Kenya Pipeline Company Ltd. P.O. Box 73442-00200, NAIROBI The SHEQM address is: The <u>Safety, Health, Environment and Quality Assurance Manager,</u> Kenya Pipeline Company Ltd. P.O. Box 73442-00200, NAIROBI

13. FINANCIAL CAPABILITY

Name of Firm or partner of a joint venture
--

Firms, including each partner of a joint venture, should provide financial information to demonstrate that they meet the requirements stated in the Instructions to Bidders. Each firm or partner of a joint venture must fill in this form. If necessary, use separate sheets to provide complete banker information. A copy of the audited balance sheets should be attached.

Banker	Name of banker	
	Address of banker _____	
	Telephone	Contact name and title
	Fax	Telex

Summarize actual assets and liabilities in Kenya Shillings for the previous five years. Based upon known commitments, summarize projected assets and liabilities in Kenya Shillings for the next two years, unless the withholding of such information is justified by the Firm to the satisfaction of KPC.

<i>Financial Actual Information In KShs.</i>	<i>previous three years</i>	<i>Projected:</i>					<i>next two months</i>
	1.	2.	3.	4.	5.	6.	

1. Total assets						
2. Current assets						
3. Total liabilities						
4. Current liabilities						
5. Profits before taxes						
6. Profits after taxes						

Specify proposed sources of financing to meet the cash flow demands of the Project, net of current commitments

Source of financing	Amount (USD.
1.	
2.	
3.	
4.	

Attached audited financial statements for the last Three years (for the individual Firm or each partner of a joint venture).

Firms owned by individuals, and partnerships, may submit their balance sheets certified by a registered accountant, and supported by copies of tax returns, if audits are not required by the laws of their countries of origin.

14. LITIGATION HISTORY

Name of Firm or Partner of a joint venture

Firms, including each of the partners of a joint venture, should provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution. A separate sheet should be used for each partner of a joint venture

Year	Award FOR or AGAINST Firm	Name of client, cause of litigation and matter in dispute	Disputed amount (current value, USD.)

15. SCHEDULE OF PAYMENT

1. Payment for the works shall be as follows;
 1. **100%** Payment for the service shall be done upon completion and submission and presentation of the reports to the satisfaction of KPC.
2. All payments shall be subject to the deduction of taxes as appropriate in accordance with the Contract.
3. There shall be NO deviation from these payment terms.