

KENYA PIPELINE COMPANY LIMITED



**TENDER FOR THE SUPPLY OF MAINTENANCE TOOLS AND
EQUIPMENT**

KPC/PU/128-OT/16

RESERVED FOR PERSONS WITH DISABILITY

MARCH 2017

**MANAGING DIRECTOR
KENYA PIPELINE COMPANY LIMITED
P.O. BOX 73442 00200
NAIROBI**

TABLE OF CONTENTS

SECTION I: INVITATION TO TENDER	4
SECTION II: INSTRUCTIONS TO TENDERERS	6
SECTION III: GENERAL CONDITIONS OF CONTRACT	22
SECTION IV: SPECIAL CONDITIONS OF CONTRACT	28
SECTION V: TECHNICAL SPECIFICATIONS	30
1 ELECTRICIAN’S TOOLBOX SPECIFICATIONS	30
2 VOLTAGE DETECTORS SPECIFICATIONS	35
3 TORQUE WRENCH SPECIFICATIONS	37
4 MULTIPURPOSE LADDER	39
5 CORDLESS POWER DRILL COMPLETE WITH 101 PC ACCESSORY KIT SPECIFICATIONS	40
SECTION VI: PRICE SCHEDULE	42
SECTION VII: TENDER EVALUATION CRITERIA	43
SECTION IX: STANDARD FORMS	44
9.1 FORM OF TENDER	45
9.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM	46
9.3 MANUFACTURER’S AUTHORIZATION FORM	48
9.5 CONTRACT FORM	50
9.6 LETTER OF NOTIFICATION OF AWARD	51

INTRODUCTION

COMPANY PROFILE

Incorporation and Mandate

Kenya Pipeline Company (KPC) Limited was incorporated on 6th September 1973 under the Companies Act (CAP 486) and started commercial operations in 1978. The Company is 100 percent owned by the Government and complies with the provisions of the State Corporations Act (Cap 446) of 1986. The company operations are also governed by relevant legislations and regulations such as; the Finance Act, the Public Procurement Regulations, amongst others.

Pipeline System

The pipeline system currently consists of 450 km of Line-1 running from the port of Mombasa to Nairobi, 325 km of Line-2 from Nairobi to Eldoret, 121 km of Line-3 from Sinendet to Kisumu, and 324 km of Line-4 from Nairobi to Eldoret. The installed maximum flow rate for Line-1 is 880 m³ per hour while Line-2 and 3 have a combined flow rate of 220 m³ per hour, Line-4 on the other hand has a installed flow rate of 378 m³ per hour.

KPC/PU/128-OT/16
SECTION I: INVITATION TO TENDER

MARCH 2017.

The **KENYA PIPELINE COMPANY** invites sealed tenders from eligible candidates for **TENDER FOR THE SUPPLY OF MAINTENANCE TOOLS AND EQUIPMENT**

Interested eligible candidates may obtain further information from and inspect the tender documents at the office of:

The Procurement Manager
Kenya Pipeline Company
Nanyuki Road, Industrial Area
P.O Box 73442 Nairobi 00200
Tel: +254-020-2606500-4
pm@kpc.co.ke

Interested eligible candidates may inspect view and download from the website www.kpc.co.ke at no cost. Bidders who download the tender document from the website will be required to email their detailed contact information to opentender@kpc.co.ke for recording, further clarifications and addenda.

No other email addresses shall be used and KPC shall not be liable if bidders choose to send their information and/or queries to other email.

Interested firms **must** ensure that they comply with the following requirements and submit the relevant documents; **(these documents must be placed in a separate envelope marked “Mandatory Requirements”)**

- a. Provide a Certificate of Incorporation/Registration**
- b. Provide a Valid KRA Tax Compliance Certificate (Local Firms)**
- c. Provide a Valid CR 12 Form**
- d. Pin registration**
- e. AGPO registration certificate(PWD)**
- f. A Duly filled and signed Tender Securing form**
- g. A Duly filled and signed Declaration form**
- h. Bidders must paginate all their documents and initial each page**

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.

Prices quoted should be net inclusive of all taxes and shall remain valid for a period of 120 days from the closing date.

Tenders must be addressed to:

**The Managing Director
Kenya Pipeline Company
Kenpipe Plaza
Nanyuki Road, Industrial Area
Kenpipe Plaza
P.O BOX 73442 Nairobi 00200
Tel: +254-020-2606500-4**

And deposited in the tender box on ground floor of Kenpipe Plaza on or before **10:00 AM 23rd March 2017**. 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.

NICHOLAS GITOBU
FOR: MANAGING DIRECTOR

SECTION II: INSTRUCTIONS TO TENDERERS

Table of Clauses

	Page
2.1 Eligible tenderers	6
2.2 Eligible goods	6
2.3 Cost of tendering	6
2.4 Contents of Tender document	7
2.5 Clarification of documents	7
2.6 Amendment of documents	7
2.7 Language of tender	8
2.8 Documents comprising the tender	8
2.9 Tender forms	8
2.10 Tender prices	8
2.11 Tender Currencies	9
2.12 Tenderers eligibility and qualifications	9
2.13 Goods' eligibility and conformity to tender documents	9
2.14 Validity of tenders	10
2.15 Format and signing of tenders	10
2.16 Sealing and marking of tenders	11
2.17 Deadline for submission of tender	11
2.18 Modification and withdrawal of tenders	11
2.19 Opening of tenders	12
2.20 Clarification of tenders	12
2.21 Preliminary examination	13
2.22 Conversion to single currency	13
2.23 Evaluation and comparison of tenders	13
2.24 Preference	14
2.25 Contacting Kenya Pipeline Company	14
2.26 Award of contract	14
(a) Post qualification	14
(b) Award criteria	14
(c) Kenya Pipeline Company's right to vary quantities	15
(d) Kenya Pipeline Company's right to accept or reject any or all tenders	15
2.27 Notification of award	15
2.28 Signing of contract	15
2.29 Corrupt or fraudulent practices	15
2.30 Performance Security	15

SECTION II: INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 KENYA PIPELINE COMPANY employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by KENYA PIPELINE COMPANY to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

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

2.3 Cost of Tendering

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

2.4 The Tender Document

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Contract Form
- (ix) Bank Guarantee for Advance Payment Form
- (x) Confidential Business Questionnaire

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

2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify KENYA PIPELINE COMPANY in writing or by post at the address indicated in the Invitation to Tender. KENYA PIPELINE COMPANY will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by KENYA PIPELINE COMPANY. Written copies of KENYA PIPELINE COMPANY response

(including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

1.5.2 KENYA PIPELINE COMPANY shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.6 Amendment of Documents

2.6.1 At any time prior to the deadline for submission of tenders, KENYA PIPELINE COMPANY, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

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

2.7 Language of Tender

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and KENYA PIPELINE COMPANY, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.8 Documents Comprising of Tender

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

- a. a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below.
- b. documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- c. documentary evidence established in accordance with paragraph 2.2.1 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and

2.9 Tender Forms

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

2.10 Tender Prices

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

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

2.10.3 Prices quoted by the tender shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.10

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

2.11 Tender Currencies

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

2.12 Tenderers Eligibility and Qualifications

2.12.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to KENYA PIPELINE COMPANY satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1.

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to KENYA PIPELINE COMPANY satisfaction;

- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract.

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristic of the goods; and
- (b) a clause-by-clause commentary on KENYA PIPELINE COMPANY's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(b) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by KENYA PIPELINE COMPANY in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to KENYA PIPELINE COMPANY's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Validity of Tenders

2.14.1 Tenders shall remain valid for **120 days** or as specified in the Invitation to Tender after the date of tender opening prescribed by KENYA PIPELINE COMPANY, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by KENYA PIPELINE COMPANY as non responsive.

2.14.2 In exceptional circumstances, KENYA PIPELINE COMPANY may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.15 Format and Signing of Tender

- 2.15.1 The Tenderer shall prepare two copies of the tender, clearly marking each “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.15.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.15.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.16 Sealing and Marking of Tenders

- 2.16.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.
- 2.16.2 The inner and outer envelopes shall:
- (a) Be addressed to KENYA PIPELINE COMPANY at the address given in the Invitation to Tender:
 - (b) Bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE,” **10.00 am on 23rd March 2017.**
- 2.16.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.
- 2.16.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, KENYA PIPELINE COMPANY will assume no responsibility for the tender’s misplacement or premature opening.

2.17 Deadline for Submission of Tenders

2.17.1 Tenders must be received by KENYA PIPELINE COMPANY at the address specified under paragraph 2.17.2 no later than **10.00 am on 23rd March 2017**.

2.17.2 KENYA PIPELINE COMPANY may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of KENYA PIPELINE COMPANY and candidates previously subject to the deadline will therefore be subject to the deadline as extended.

2.18 Modification and Withdrawal of Tenders

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

2.18.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.18.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7

2.18.5 KENYA PIPELINE COMPANY may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.18.6 KENYA PIPELINE COMPANY shall notify all persons who submitted tenders of the termination within fourteen days of termination and such notice shall contain the reason for termination.

2.19 Opening of Tenders

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

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

2.19.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as KENYA PIPELINE COMPANY, at its discretion, may consider appropriate, will be announced at the opening.

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

2.20 Clarification of Tenders

2.20.1 To assist in the examination, evaluation and comparison of tenders KENYA PIPELINE COMPANY may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

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

2.21 Preliminary Examination

2.21.1 KENYA PIPELINE COMPANY will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.21.2 If there is a discrepancy between words and figures the amount in words will prevail.

2.21.3 KENYA PIPELINE COMPANY may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.21.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 KENYA PIPELINE COMPANY will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. KENYA PIPELINE COMPANY's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.21.5 If a tender is not substantially responsive, it will be rejected by KENYA PIPELINE COMPANY and may not subsequently be made responsive by the tenderer by correction of the non conformity.

2.22 Conversion to Single Currency

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

2.23 Evaluation and Comparison of Tenders

2.23.1 KENYA PIPELINE COMPANY will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

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

2.23.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of

contract award shall be considered for debarment from participating in future public procurement.

2.24 Preference

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

2.25 Contacting KENYA PIPELINE COMPANY

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

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

2.26 Award of Contract

(a) Post-qualification

2.26.1 In the absence of pre-qualification, KENYA PIPELINE COMPANY will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

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

2.26.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event KENYA PIPELINE COMPANY will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) **Award Criteria**

2.26.4 KENYA PIPELINE COMPANY will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

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

(d) **KENYA PIPELINE COMPANY's Right to accept or Reject any or All Tenders**

2.26.6 KENYA PIPELINE COMPANY reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer.

2.27 Notification of Award

2.27.1 Prior to the expiration of the period of tender validity, KENYA PIPELINE COMPANY will notify the successful tenderer in writing that its tender has been accepted and simultaneously notify the unsuccessful tenderers that their tenders were not successful.

2.27.2 The notification of award will not constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, KENYA PIPELINE COMPANY will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.28 Signing of Contract

2.28.1 At the same time as KENYA PIPELINE COMPANY notifies the successful tenderer that its tender has been accepted, KENYA PIPELINE COMPANY will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.28.2 The parties to the contract shall have it signed within 30 days but not until at least 14 days have lapsed from the date of notification of contract award unless there is an administrative review request.

2.28.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to KENYA PIPELINE COMPANY.

2.29 Corrupt or Fraudulent Practices

2.29.1 KENYA PIPELINE COMPANY requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. When used in the present regulations, the following terms are defined as follows;

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of KENYA PIPELINE COMPANY, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive KENYA PIPELINE COMPANY of the benefits of free and open competition;

2.29.2 KENYA PIPELINE COMPANY will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.29.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

2.30 Performance Security

2.30.1 Within Thirty (30) days of the receipt of notification of award from KENYA PIPELINE COMPANY, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to KENYA PIPELINE COMPANY.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event KENYA PIPELINE COMPANY may make the award to the next lowest evaluated Candidate or call for new tenders.

Appendix to Instructions to Tenderers

Table of Clauses

	Page
3.1 Definitions	18
3.2 Application	18
3.3 Country of Origin	18
3.4 Standards	18
3.5 Use of Contract documents and information	18
3.6 Patent Rights	19
3.7 Inspection and Tests	19
3.8 Packing	20
3.9 Delivery and documents	20
3.10 Insurance	20
3.11 Payment	20
3.12 Price	20
3.13 Assignments	21
3.14 Sub contracts	21
3.15 Termination for default	21
3.16 Liquidated damages	21
3.17 Resolution of Disputes	22
3.18 Language and law	22
3.19 Force Majeure	22

SECTION III: GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

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

3.3 Country of Origin

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

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

3.4 Standards

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

3.5 Use of Contract Documents and Information

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

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

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of KENYA PIPELINE COMPANY and shall be returned (all copies) to KENYA PIPELINE COMPANY on completion of the Tenderer's performance under the Contract if so required by KENYA PIPELINE COMPANY

3.6 Patent Rights

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

3.7 Inspection and Tests

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

- 3.7.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. 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 KENYA PIPELINE COMPANY.
- 3.7.3 Should any inspected or tested goods fail to conform to the Specifications, KENYA PIPELINE COMPANY may reject the equipment, and the tenderer shall either replace the rejected equipment or make alternations necessary to make specification requirements free of costs to KENYA PIPELINE COMPANY.
- 3.7.4 KENYA PIPELINE COMPANY's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by KENYA PIPELINE COMPANY or its representative prior to the equipment delivery.
- 3.7.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 Packing

- 3.8.1 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.
- 3.8.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract.

3.9 Delivery and Documents

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

3.10 Insurance

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

3.11 Payment

3.11.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract.

3.11.1 Payments shall be made upon supply, inspection and acceptance promptly by KENYA PIPELINE COMPANY.

3.12 Prices

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

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

3.12.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

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

3.12.5 Tender prices to include all taxes.

3.13 Assignment

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

3.14 Subcontracts

3.14.1 The tenderer shall notify KENYA PIPELINE COMPANY 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

3.15 Termination for default

3.15.1 KENYA PIPELINE COMPANY 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

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

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

3.16 Liquidated Damages

3.16.1 If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, KENYA PIPELINE COMPANY shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to **0.5%** of the delivered price of

the delayed items per working week up to a maximum deduction of **10%** of the delayed goods. After this the tenderer may consider termination of the contract.

3.17 Resolution of Disputes

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

3.17.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may seek resolution through the High Court of Kenya.

3.18 Language and Law

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

3.19 Force Majeure

3.19.1 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 IV: SPECIAL CONDITIONS OF CONTRACT

4.1 Special Conditions of Contract

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

4.2 Warranty

4.2.1 The supplier shall as soon as reasonably practicable repair or replace all goods which are or become defective during a period of twelve (12 months) from putting into service or 18 months from delivery, whichever shall be shorter, where such defects occur under proper usage and are due to faulty design, supplier's erroneous instructions as to use or inadequate or faulty materials or workmanship, or any other breach of supplier's warranties, expressed or implied. 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.

4.3 Assumptions

4.3.1 The tenderer is advised to respond to this tender in full and take account of all aspects mentioned within. It is assumed that the tenderer will have catered for all the provisions of this tender in their quotation unless the tenderer specifically indicates otherwise.

4.3.2 Any requirements stated in this tender will be assumed to form part of the supplier's obligations.

4.3.3 KPC shall be free to request for any provisions mentioned in this tender document at any time during the execution of the contract and the contractor shall be obliged to provide for it at no additional cost to KPC.

4.4 Payment Schedule

4.4.1 The payment shall be in full upon supply of the items.

4.4.2 A Performance Bond of 1% of the contract price shall be retained by KPC until successful supply of the items.

4.5 Performance Security

4.5.1 Within Thirty (30) days of the receipt of notification of award from Kenya Pipeline Company (KPC) Limited, the successful tenderer shall furnish a performance security equivalent to 1 % of the supply cost.

SECTION V: TECHNICAL SPECIFICATIONS

1 ELECTRICIAN'S TOOLBOX SPECIFICATIONS

Client:		Kenya Pipeline Co. Ltd	Project No:	KPC/PU/128-OT/16	
Location:		Nairobi Terminal (PS10)			
Description:		Electrician's Toolbox as Heyco or equivalent.	No. of Units:	10	
Item	Description	Specification	Quantity	Vendor Confirmation	Unit Price
1.	Double open ended spanners	6x7mm to 30x32mm - 13pcs	1 set		
2.	Double off-set ring spanners	6x7mm to 30x32mm - 13pcs	1 set		
3.	Metric socket spanners	8mm to 32mm - 30pcs	1 set		
4.	Metric BA socket spanners	4.0mm to 13mm - 60pcs	1 set		
5.	BA fixed spanners open ended	5mm to 12mm (0BA-10BA) - 6pcs	1 set		
6.	Allen keys	2mm to 10mm - 10pcs	1 set		
7.	Drift puncher		1 set		
8.	Needle files	12 pieces	1 set		
9.	Drilling bits - high speed	Metric	1 set		
10	Hacksaw frame with blades	12"	1 piece		
11	Junior hacksaw frame c/w blades	6"	1 piece		

Client:		Kenya Pipeline Co. Ltd	Project No:	KPC/PU/128-OT/16	
Location:		Nairobi Terminal (PS10)			
Description:		Electrician's Toolbox as Heyco or equivalent.	No. of Units:	10	
Item	Description	Specification	Quantity	Vendor Confirmation	Unit Price
12	Adjustable spanner	(19x150)mm-6"	1 piece		
13	Adjustable spanner	(24x200)mm-8"	1 piece		
14	Adjustable spanner	(30x250)mm-10"	1 piece		
15	Flat insulated screw drivers	(3x75)mm-3"	1 piece		
16	Flat insulated screw drivers	(4x100)-4"mm	1 piece		
17	Flat insulated screw drivers	(5.5x125)-5"mm	1 piece		
18	Flat insulated screw drivers	(6.5x150)-6"mm	1 piece		
19	Flat insulated screw drivers	(8x200)-8"mm	1 piece		
20	Star insulated screw drivers	(0x75)mm-3"	1 piece		
21	Star insulated screw drivers	(1x100)-4"mm	1 piece		
22	Star insulated screw drivers	(2x125)-5"mm	1 piece		
23	Dummy screw driver	Flat	1 piece		
24	Dummy screw driver	Phillips	1 piece		
25	Phase tester		1 piece		
26	Plastic hammer		1 piece		
27	Ball pen hammer	1 Kg	1 piece		

Client:		Kenya Pipeline Co. Ltd	Project No:	KPC/PU/128-OT/16	
Location:		Nairobi Terminal (PS10)			
Description:		Electrician's Toolbox as Heyco or equivalent.	No. of Units:	10	
Item	Description	Specification	Quantity	Vendor Confirmation	Unit Price
28	Ball pen hammer	0.5 Kg	1 piece		
29	Copper hammer	2 Kg	1 piece		
30	Mole wrench	Standard heavy duty	1 piece		
31	Pipe wrench spanner	350mm long-12"	1 piece		
32	Long nose pliers	185-20 - 4" ; 1000V Insulated	1 piece		
33	Long nose pliers	188-16 - 5"; 1000V Insulated	1 piece		
34	Electrician pliers, heavy duty	187-18 (8"); 1000V insulated	1 piece		
35	Insulated side cutter	192-16 (6"); 1000V Insulated	1 piece		
36	Tape measure	3 metres	1 piece		
37	Cold chisel	1"	1 piece		
38	Cyclip, external	18-60mm - 6"	1 piece		
39	Cyclip, internal	12-25mm - 6"	1 piece		
40	Knife	Retractable knife complete with spare blades	1 piece		
41	Soldering iron	30 W, 240V	1 piece		
42	Centre punch		1 piece		
43	Crimping tool	Hand press	1 piece		

Client:		Kenya Pipeline Co. Ltd	Project No:	KPC/PU/128-OT/16	
Location:		Nairobi Terminal (PS10)			
Description:		Electrician's Toolbox as Heyco or equivalent.	No. of Units:	10	
Item	Description	Specification	Quantity	Vendor Confirmation	Unit Price
44	Cable stripper	6"	1 piece		
45	Spirit level	With metallic casing - 300mm	1 piece		
46	Water pipe spanner		1 piece		
47	Bradawl		1 piece		
48	Pincers		1 piece		
49	Tool box complete with tool rack and padlock	5 trays - (530x200x200)mm	1 piece		
50	Warranty	1 year	Yes		
Compliance			100%		
Financial Section					
			Total Cost		
			16 % VAT		
			Total Cost		
Notes:					
<ul style="list-style-type: none"> • <i>Only bids that meet 100 % compliance in <u>Technical Specifications</u> shall be considered for financial evaluation</i> • <i>Quotations shall be accompanied with product brochures that clearly state the item's specifications. <u>Failure to comply shall lead to automatic disqualification</u></i> 					

ADDITIONAL NOTES

All prospective suppliers are to submit 1 No. toolbox as per the abovementioned specifications for evaluation

2 VOLTAGE DETECTORS SPECIFICATIONS

Specifications are as Megger Detex® CAT No. 514242-1. Equivalent units shall be considered for evaluation.

Client:	Kenya Pipeline Co. Ltd	Project No:	KPC/PU/128-OT/16
Location:	Nairobi Terminal (PS10)		
Description:	Voltage Detector	No. of Units:	2
Specification		KPC Requirement	Vendor Confirmation
Vendor:		Yes	
Manufacturer:		Yes	
Brand name:		N/A	
Model:		Yes	
Local Service Agent:		Yes	
Features	Electronic, with red LED and audible indication	Yes	
Operating voltage range (phase to phase)	67 to 235 kV	Yes	
Mechanical style	Spline fitted for attachment to a universal hot line pole	Yes	
Min voltage (phase to ground)	38 kV	Yes	
Nominal system voltage range, 50/60 Hz (phase to phase)	69 to 230 kV	Yes	
Accessories	1. Carrying case	Yes	
Warranty	1 year	Yes	
Compliance		100%	
Financial Section			
		Unit Cost	
		16 % VAT	

Client:	Kenya Pipeline Co. Ltd	Project No:	KPC/PU/128-OT/16	
Location:	Nairobi Terminal (PS10)			
Description:	Voltage Detector	No. of Units:	2	
Specification			KPC Requirement	Vendor Confirmation
			Total Cost	
Notes:				
<ul style="list-style-type: none"> • <i>Only bids that meet 100 % compliance in <u>Technical Specifications</u> shall be considered for financial evaluation</i> • <i>Quotations shall be accompanied with product brochures that clearly state the item's specifications. <u>Failure to comply shall lead to automatic disqualification</u></i> 				

3 TORQUE WRENCH SPECIFICATIONS

Specifications are as Dual Scale King Tony Industrial Quality Torque Wrench CAT No. 34262-1CG. Equivalent units shall be considered for evaluation.

Client:	Kenya Pipeline Co. Ltd	Project No:	KPC/PU/128-OT/16	
Location:	Nairobi Terminal (PS10)			
Description:	Torque Wrench	No. of Units:	4	
Specification			KPC Requirement	Vendor Confirmation
Vendor:			Yes	
Manufacturer:			Yes	
Brand name:			N/A	
Model:			Yes	
Local Service Agent:			Yes	
Scale	English and SI		Yes	
Tolerance	± 3%		Yes	
Gear teeth	24		Yes	
Square drive	¼"		Yes	
Torque range in / Lbs and ft / Lbs	30~200 in Lbs		Yes	
Increment	1 in Lbs		Yes	
Torque range Nm	4.0~22.0 Nm		Yes	
Increment	0.12 Nm		Yes	
Standards	DIN ISO 6789 ASME B107.14M-2004		Yes	
Weight	640 g		No	

Client:	Kenya Pipeline Co. Ltd	Project No:	KPC/PU/128-OT/16	
Location:	Nairobi Terminal (PS10)			
Description:	Torque Wrench	No. of Units:	4	
Specification			KPC Requirement	Vendor Confirmation
Length	324 mm		No	
Accessories	1. Carrying case		Yes	
Warranty	1 year		Yes	
Compliance			100%	
Financial Section				
			Unit Cost	
			16 % VAT	
			Total Cost	
Notes:				
<ul style="list-style-type: none"> • <i>Only bids that meet 100 % compliance in <u>Technical Specifications</u> shall be considered for financial evaluation</i> • <i>Quotations shall be accompanied with product brochures that clearly state the item's specifications. <u>Failure to comply shall lead to automatic disqualification</u></i> 				

4 MULTIPURPOSE LADDER

Specifications are as LYTE glass fibre. Equivalent units shall be considered for evaluation.

Client:	Kenya Pipeline Co. Ltd	Project No:	KPC/PU/128-OT/16	
Location:	Nairobi Terminal (PS10)			
Description:	Multipurpose ladder	No. of Units:	4	
Specification			KPC Requirement	Vendor Confirmation
Vendor:			Yes	
Manufacturer:			Yes	
Brand name:			N/A	
Model:			Yes	
Local Service Agent:			Yes	
Description	Lyte glass fibre multipurpose ladder.		Yes	
Capacity	1. Platform height :1.02 m 2. Stabiliser width 0.76mm 3. Ladder height: 1.75m 4. Extended height :3.56m 5. Weight 15.3kg		Yes	
Material	Fibre glass		Yes	
Warranty	1 year		Yes	
Compliance			100%	
Financial Section				
			Unit Cost	
			16 % VAT	
			Total Cost	
Notes:				
<ul style="list-style-type: none"> • Only bids that meet 100 % compliance in <u>Technical Specifications</u> shall be considered for financial evaluation 				

Client:	Kenya Pipeline Co. Ltd	Project No:	KPC/PU/128-OT/16	
Location:	Nairobi Terminal (PS10)			
Description:	Multipurpose ladder	No. of Units:	4	
Specification			KPC Requirement	Vendor Confirmation
<ul style="list-style-type: none"> • <i>Quotations shall be accompanied with product brochures that clearly state the item's specifications. <u>Failure to comply shall lead to automatic disqualification</u></i> 				

5 CORDLESS POWER DRILL COMPLETE WITH 101 PC ACCESSORY KIT SPECIFICATIONS

Specifications are as Makita 8391DWPETK. Equivalent units shall be considered for evaluation.

Client:	Kenya Pipeline Co. Ltd	Project No:	KPC/PU/128-OT/16	
Location:	Nairobi Terminal (PS10)			
Description:	Cordless power drill c/w 101 pc accessory kit	No. of Units:	4	
Specification			KPC Requirement	Vendor Confirmation
Vendor:			Yes	
Manufacturer:			Yes	
Brand name:			N/A	
Model:			Yes	
Local Service Agent:			Yes	
Description	18 V Combi drill and 101 PC accessory kit		Yes	
Voltage	18 v		Yes	
Max. in wood Max.in masonry Max. in steel Blows per minute	36mm 13 mm 13mm H: 0-19500/L:0-6000bpm		Yes	

Client:	Kenya Pipeline Co. Ltd	Project No:	KPC/PU/128-OT/16	
Location:	Nairobi Terminal (PS10)			
Description:	Cordless power drill c/w 101 pc accessory kit	No. of Units:	4	
Specification		KPC Requirement	Vendor Confirmation	
Max. Torque	42Nm			
Torque settings	16			
No load speed	H:0-1300/L:0-400rpm			
Battery Type	Ni-Cad	Yes		
Charging time	60 min			
Battery Quantity (2.0 Ah)				
Battery Quantity(1.3Ah)	2			
Vibration : drilling	2.5m/sec sq.	Yes		
Vibration: hammer drilling.	8m/sec sq.			
Vibration K factor	1.5m/sec sq.			
Noise sound pressure	78dB(A)	Yes		
Noise k factor	3dB(A)			
Net weight	2.4 kg			
Warranty	1 year	Yes		
Compliance		100%		
Financial Section				
		Unit Cost		
		16 % VAT		
		Total Cost		
Notes:				
<ul style="list-style-type: none"> • <i>Only bids that meet 100 % compliance in <u>Technical Specifications</u> shall be considered for financial evaluation</i> • <i>Quotations shall be accompanied with product brochures that clearly state the item's specifications. <u>Failure to comply shall lead to automatic disqualification</u></i> 				

SECTION VI: PRICE SCHEDULE

To be completed and submitted as part of the tender document by bidders. Failure to submit this price schedule will lead to automatic disqualification.

Item	Description	QTY	Unit Price	Total Cost
1.	Electrician’s toolboxes as per specifications	10		
2.	Torque wrenches as per specifications	4		
3.	Voltage Detectors	2		
4.	Multipurpose ladders	4		
5.	Cordless power drill.	4		
6.	16 % Value Add Tax	LS		
TOTAL COST INCLUSIVE OF ALL COSTS & TAXES				

- i) The following Schedule of Prices has been prepared for the purpose of identifying the total cost of the items as specified in the Contract.
- ii) The Tenderer shall complete the Schedule of Prices in ink and the Total Price shall include everything to be supplied as specified in the technical specifications.
- iii) The prices given shall be verified by the Tenderer as being totally inclusive of all activities required to supply the equipment in accordance with the Contract and to the approval of Kenya Pipeline Company or the company representative.

The bidder shall allow for all applicable Statutory Taxes and Duties

DELIVERY PERIOD:

WARRANTY PERIOD:

SECTION VII: TENDER EVALUATION CRITERIA

Only items that meet full compliance of the technical specifications outlined in Section V shall be considered for financial evaluation. The lowest technically compliant bidder shall be awarded the tender.

SECTION IX: STANDARD FORMS

Notes on the sample Forms

1. Form of TENDER -The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Confidential Business Questionnaire Form -This form must be completed by the tenderer and submitted with the tender documents.
3. Manufacturer's Authorization Form -This form must be completed by the tenderer and submitted with the tender documents where applicable (i.e. Authorized Dealers MUST complete this form).
4. Certificate of Site Visit - This form must be completed by the tenderer and endorsed by a KPC Representative and submitted with the tender documents.
5. Contract Form -The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
6. Bank Guarantee for Advance Payment Form -When Advance payment is requested for by the successful bidder and agreed by KENYA PIPELINE COMPANY, this form must be completed fully and duly signed by the authorized officials of the bank.

9.1 FORM OF TENDER

Date _____

Tender N°: _____

**To: The MANAGING DIRECTOR
Kenya Pipeline Company Ltd
Kenpipe Plaza
P.O Box 73442-00200
NAIROBI**

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.....
[insert numbers],
the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver.....*[description of materials and spares]*
in conformity with the said tender documents for the sum of.....
[total tender amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver the materials and spares in accordance with the delivery schedule specified in the Schedule of Requirements.

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

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

5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

Dated this _____ day of _____ 20_____.

[signature][in the capacity of]

Duly authorized to sign tender for and on behalf of

9.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

Part 1 – General:

Business Name

.....
.....

Location of business premises

.....
.....

Plot No Street/Road

Postal Address Tel No. Fax

.....

E mail

Nature of Business

.....
.....

Registration Certificate No.

.....
.....

Maximum value of business which you can handle at any one time – Kshs

.....
.....

Name of your bankers

.....
.....

Branch

.....
.....

Part 2 (a) – Sole Proprietor

Your name in full Age

.....

Nationality Country of origin

Citizenship details

.....
.....

Part 2 (b) Partnership			
Given details of partners as follows:			
	Name	Nationality	Citizenship Details
	Shares		
1.	.....	.....	.....
2.	.....	.....	.....
3.	.....	.....	.....
4.	.....	.....	.....
Part 2 (c) – Registered Company			
Private	or		Public
.....			
.....			
State the nominal and issued capital of company-			
Nominal Kshs			
Issued Kshs			
Given details of all directors as follows			
	Name	Nationality	Citizenship Details
	Shares		
1.	.....	.....	.....
2.	.....	.....	.....
3.	.....	.....	.....
4.	.....	.....	.....
Date Signature of Candidate			

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

9.3 MANUFACTURER'S AUTHORIZATION FORM

To [name of the Kenya Pipeline Company].

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

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

[Signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by an authorized person

9.4 CERTIFICATE OF SITE VISIT

This is to certify that I

.....

(Name of Tenderer or Representative)

Of the firm

.....

(Name of Tendering Firm)

In the presence of

.....

(Name if KPC Representative)

Visited the site in connection with the tender _____ as specified in the tender document.

Having previously studied the Tender Documents and carefully examined the site I have made myself familiar with all the 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 KPC Representative and that I understand the work to be done as specified and implied in the Tender Documents.

Signed

.....

.....

(Name and Signature of Tenderer or Representative)

Signed

.....

.....

(Name and Signature of KPC Representative)

Date and Stamp

.....

9.5 CONTRACT FORM

THIS AGREEMENT made the ____ day of _____ 20____ between Kenya Pipeline Company of KENYA of the one part and..... *[name of tenderer]* of..... *[city and country of tenderer]* (hereinafter called “the tenderer”) of the other part: WHEREAS KENYA PIPELINE COMPANY invited tenders for

_____ 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 constructed as part of this Agreement, viz.:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) KENYA PIPELINE COMPANY’s Notification of Award.
3. In consideration of the payments to be made by KENYA PIPELINE COMPANY to the tenderer as hereinafter mentioned, the tenderer hereby covenants with KENYA PIPELINE COMPANY to provide the materials and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. KENYA PIPELINE COMPANY hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

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

Signed, sealed, delivered by _____ the _____ (for the tenderer) in the presence of_____

9.6 LETTER OF NOTIFICATION OF AWARD

**Kenya Pipeline Company Ltd
Kenpipe Plaza Sekondi Road
P.O Box 73442-00200 Nairobi
Tel: 254-722-207681**

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**

DECLARATION FORM

To:

The Managing Director,
Kenya Pipeline Company Ltd,
KenPipe Plaza
Sekondi Rd, off Nanyuki Rd, Industrial Area
P. O. Box 73442-00200
Nairobi, Kenya.

Date:

The tenderer i.e. (name and address)

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.....

declare the following:

- a) Has not been debarred from participating in public procurement.
- b) Has not been convicted or involved in and will not be involved in corrupt and fraudulent practices.
- c) Has not been insolvent, in receivership, bankrupt or is not in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- d) Is not guilty of any serious violation of fair employment Laws and practices.

.....
Name Signature Date

(To be signed by authorized representative and officially stamped)

Tender Securing Declaration Form (to be submitted on the tenderer's letterhead)

[The Bidder shall complete in this Form in accordance with the instructions indicated]

Tender: **KPC/PU/128-OT/16- Tender for Maintenance Tools and Equipment**

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

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid-securing Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with **KPC** for the period of **2 years** starting on **the date of notification of award** if we are in breach of our obligation(s) under the bid conditions, because we-
 - a) Have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
 - b) Having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity,
 - i. Fail or refuse to execute the Contract, if required, or
 - ii. Fail or refuse to furnish the Performance security, in accordance with the ITT
3. We understand that this Bid securing Declaration shall expire if we are not the successful Bidder, upon the earlier of
 - i. Our receipt of a copy of your notification of the name of the successful Bidder; or

ii.

Twenty eight days after the expiration of our tender

4. We understand that if we are in a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid and the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

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Name of Tenderer

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Signature of duly authorized person signing the tender

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Name and Capacity of the duly authorized person signing the tender

Dated onday of