

KENYA PIPELINE COMPANY LIMITED



**TENDER DOCUMENT
FOR
PROVISION OF CALIBRATION SERVICES**

TENDER No. KPC/PU/FW-241(I&C) NBI/20-21

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SECTION I INVITATION TO TENDER

Date:

Tender REF No.: KPC/PU/FW-241(I&C) NBI/20-21

Tender Name: Provision of Calibration services

- 1.1 Kenya Pipeline Company Limited invites sealed tenders from eligible service providers to offer **Calibration services** for various instruments, equipment and storage facilities.
- 1.2 Interested eligible candidates can view and download the documents from the website www.kpc.co.ke/e-procurement at no cost. Bidders will be required to email their detailed contact information to technicalprocurement@kpc.co.ke for recording, further clarifications and addenda. No other email addresses should be used.
- 1.3 Interested eligible candidates shall attach the following mandatory requirements and place them in a separate envelope marked “**Mandatory Requirements**”
 - a) **Certificate of Incorporation/Registration.**
 - b) **Original Tender Security of Kes.100,000.00 from a bank Registered in Kenya or from an Insurance Company Approved by PPRA. Valid for 210 days from the date of tender opening.**
 - c) **Valid KRA Tax Compliance Certificate (for local firms).**
 - d) **Valid Accreditation Certificate for Calibration from KENAS or an International Calibration Accreditation Body recognized in Kenya and a member of ILAC.**
 - e) **Dully filled and signed Self Declaration that the person/tender is not debarred in the matter of the public procurement and asset disposal act.**
 - f) **Dully filled and signed Self Declaration that the person/tender no to engage in any corrupt or fraudulent practice.**
 - g) **Completed and signed form of tender with prices inclusive of all taxes.**
 - h) **Paginate and initial each page of the document**

KPC reserves the right to confirm the authenticity of all documents submitted without notice to Tenderers. Any attempt by bidders to misrepresent themselves by submitting documents that are not genuine will amount to automatic disqualification.

- 1.4 Prices quoted should be inclusive of all taxes and delivery costs, must be expressed in **Kenya Shillings** and shall remain valid for a period of 180 days from the closing date of the tender.



- 1.5 There shall be no correction of arithmetic errors. The completed Price Schedules shall match KPC requirements. Any amendments to the KPC price schedule shall be considered non-responsive and result in disqualification of the bid.
- 1.6 Completed tender documents in PDF format are to be uploaded on the Supplier Relationship Management (SRM) Collaboration Folder before the closing date.
- 1.7 Bidders who are not registered in KPC SRM system should first register using this link <https://e-procurement.kpc.co.ke/irj/portal> (Instruction manual for Supplier Registration and the bidding process are available on KPC website on www.kpc.co.ke).
- 1.8 Tenders will be opened immediately thereafter in the presence of candidates' representatives who choose to attend at **10:00 a.m. on 21st April 2021** at the offices of:
- Kenya Pipeline Company Limited
KPC Boardroom, Kenpipe Plaza
Sekondi Road, off-Nanyuki Road
Industrial Area, Nairobi**
- 1.9 Tender documents are not transferable. Kenya Pipeline Ltd reserves the right to accept or reject any tender either in whole or in part.

**GENERAL MANAGER SUPPLY CHAIN
FOR: MANAGING DIRECTOR**

SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the **date** of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The Kenya Pipeline Co. Ltd 's 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 the Kenya Pipeline Co. Ltd to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Kenya Pipeline Co. Ltd, will in no case be responsible or liable for

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenders
 - i) Instructions to Tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of Service
 - vi) Form of Tender
 - vii) Price Schedules
 - viii) Contract Form
 - ix) Confidential Business Questionnaire Form
 - x) Tender Security Form
 - xi) Performance Security Form
 - xii) Declaration form
 - xiii) Litigation History Form

- 2.3.2. 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.

2.4 Clarification of Documents

- 2.4.1. A prospective candidate making inquiries of the tender document may notify the Kenya Pipeline Co. Ltd in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Kenya Pipeline Co. Ltd will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the Kenya Pipeline Co. Ltd. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"
- 2.4.2. The Kenya Pipeline Co. Ltd 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.

2.5 Amendment of documents

- 2.5.1. At any time prior to the deadline for submission of tenders, the Kenya Pipeline Co. Ltd, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
- 2.5.3. If the tender documents are amended when the time remaining before the deadline for submitting tenders is less than one third of the time allowed for the preparation of tenders, or the time remaining is less than the period indicated in instructions to tenderers, KENYA PIPELINE COMPANY shall extend the deadline as necessary to allow the amendment of the tender documents to be taken into account in the preparation or amendment of tenders.

2.6 Language of tender

- 2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Kenya Pipeline Co. Ltd, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages

in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Documents Comprising the Tender

The tender prepared by the tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted; such evidence shall include the following documents
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

2.8 Form of Tender

The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed. Prices quoted shall be inclusive of all taxes.

2.9 Tender Prices

- 2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 2.9.3 Prices quoted **by** the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. **A** tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months) and such variation shall only be considered after 12 months from the date of signing the Contract.
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 15% of the original contract price.
- 2.9.6 Price variation requests shall be processed by the Kenya Pipeline Co. Ltd within 30 days of receiving the request.

2.10 Tender Currencies

Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

2.11 Tenderers Eligibility and Qualifications

2.11.1 Pursuant to Clause 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.

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Kenya Pipeline Co. Ltd 's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security- must be valid for 210 days

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the invitation to tender.

2.12.2 The tender security shall be KES 100,000.00 and must be valid for 210 days from the date of tender opening

2.12.3 The tender security is required to protect the Kenya Pipeline Co. Ltd against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.4 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

- a) A bank Guarantee.
- b) Such insurance guarantee approved by the Authority.
- c) Letter of Credit

2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Kenya Pipeline Co. Ltd as non-responsive, pursuant to paragraph 2.20

2.12.6 Unsuccessful tenderer's security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Kenya Pipeline Co. Ltd.

2.12.7 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.

2.12.8 The tender security may be forfeited:

- (a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the Kenya Pipeline Co. Ltd on the Tender Form; or
- (b) In the case of a successful tenderer, *if* the tenderer fails
 - (i) to sign the contract in accordance with paragraph 2.26 **or**
 - (ii) to furnish performance security in accordance with paragraph 2.27.

2.13 Validity of Tenders

- 2.13.1 Tenders shall remain valid for 180 days or as specified in the invitation to tender after date of tender opening prescribed by the Kenya Pipeline Co. Ltd, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Kenya Pipeline Co. Ltd as nonresponsive.
- 2.13.2 In exceptional circumstances, the Kenya Pipeline Co. Ltd may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

- 2.14.1 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.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

- 2.15.1 The tenderer shall seal the original and 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. The inner and outer envelopes shall:
 - (a) be addressed to the Kenya Pipeline Co. Ltd at the address given in the invitation to tender
 - (b) bear, tender number and name in the invitation to tender and the words: **"DO NOT OPEN BEFORE 10:00 am on 21st April 2021."**

- 2.15.2 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.
- 2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Kenya Pipeline Co. Ltd will assume no responsibility for the tender’s misplacement or premature opening.

2.16 Deadline for Submission of Tenders

- 2.16.1 Tenders must be received by the Kenya Pipeline Co. Ltd at the address specified under paragraph 2.15.2 no later than **10:00 am on 21st April 2021**
- 2.16.2 The Kenya Pipeline Co. Ltd may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5, in which case all rights and obligations of the Kenya Pipeline Co. Ltd and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky tenders which will not fit in the tender box shall be received by the Kenya Pipeline Co. Ltd as provided for in the appendix.

2.17 Modification and withdrawal of tenders

- 2.17.1 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 tender’s is received by the Kenya Pipeline Co. Ltd prior to the deadline prescribed for the submission of tenders.
- 2.17.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity 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 2.12.7.
- 2.17.5 The Kenya Pipeline Co. Ltd may at any time before awarding the contract terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 The Kenya Pipeline Co. Ltd shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18 Opening of Tenders

2.18.1 The Kenya Pipeline Co. Ltd will open all tenders in the presence of tenderers' representatives who choose to attend, at **10:00 a.m. on 21st April 2021** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Kenya Pipeline Co. Ltd, at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 The Kenya Pipeline Co. Ltd will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders the Kenya Pipeline Co. Ltd 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 shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the Kenya Pipeline Co. Ltd in the Kenya Pipeline Co. Ltd 's tender evaluation, tender comparison or contract award decisions shall result in the rejection of the tenderers tender.

2.20 Preliminary Examination and Responsiveness

2.20.1 The Kenya Pipeline Co. Ltd will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

2.20.3 The Kenya Pipeline Co. Ltd may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.22, the Kenya Pipeline Co. Ltd will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Kenya Pipeline Co. Ltd 's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the Kenya Pipeline Co. Ltd and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

Where other currencies are used, the Kenya Pipeline Co. Ltd will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

2.22 Evaluation and comparison of tenders.

- 2.22.1 The Kenya Pipeline Co. Ltd will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the labor be used in the provision of the services. There shall be no correction of arithmetic errors. The completed Bills of Quantities shall match KPC requirements (BOQ). Any amendments to the KPC BOQ shall be considered non-responsive and result in disqualification of the bid.
- 2.22.3 The Kenya Pipeline Co. Ltd 's evaluation of a tender will consider, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:
- (a) operational plan proposed in the tender;
 - (b) deviations in payment schedule from that specified in the Special Conditions of Contract;
- 2.22.4 Pursuant to paragraph 2.22.3 the following evaluation methods will be applied:
- (a) ***Operational Plan.***
The Kenya Pipeline Co. Ltd requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the Kenya Pipeline Co. Ltd 's required delivery time will be treated as non-responsive and rejected.

(b) *Payment schedule.*

Payment schedule shall be as outlined in the special conditions of contract.

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.22.6 To qualify for contract awards, the tenderer shall have the following: -

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in public procurement.

2.23 Contacting the Kenya Pipeline Co. Ltd

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the Kenya Pipeline Co. Ltd on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the Kenya Pipeline Co. Ltd in its decisions on tender evaluation tender comparison or contract award shall result in the rejection of the tenderers tender.

2.24 Award of Contract

(a) Post Qualification

2.24.1 In the absence of pre-qualification, the Kenya Pipeline Co. Ltd 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.

2.24.2 The determination will consider the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Kenya Pipeline Co. Ltd deems necessary and appropriate.

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

(b) Award Criteria

- 2.24.4 Subject to paragraph 2.24 the Kenya Pipeline Co. Ltd will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.24.5 The Kenya Pipeline Co. Ltd reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Kenya Pipeline Co. Ltd 's action. If the Kenya Pipeline Co. Ltd determines that none of the tenderers is responsive; the Kenya Pipeline Co. Ltd shall notify each tenderer who submitted a tender.
- 2.24.6 A tenderer who gives false information in the tender document about its qualification or who refuses to enter a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Notification of award

- 2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the Kenya Pipeline Co. Ltd pursuant to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.
- 2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.26, the Kenya Pipeline Co. Ltd will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of the Contract

- 2.26.1 At the same time as the Kenya Pipeline Co. Ltd notifies the successful tenderer that its tender has been accepted, the Kenya Pipeline Co. Ltd will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.26.2 Signing of the contract shall be within the tender validity period but not until fourteen (14) days have elapsed from the date of notification of award. The successful tenderer shall sign the contract and return it to KENYA PIPELINE COMPANY.

2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.27 Performance Security

2.27.1 Within thirty (30) days of the receipt of notification of award from the Kenya Pipeline Co. Ltd, 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 the Kenya Pipeline Co. Ltd .

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Kenya Pipeline Co. Ltd may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 The Kenya Pipeline Co. Ltd requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.28.2 The Kenya Pipeline Co. Ltd 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;

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

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

The following information for procurement of services shall complement or amend the provisions of the Instructions to Tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

Instructions to Tenderers	Particulars of appendix to instructions to tenderers
1.3 & 2.7	<p>Tenderer shall furnish the following documents with their bid: -</p> <ul style="list-style-type: none"> i. Certificate of Incorporation/Registration. ii. Original Tender Security of Kes.100,000.00 from a bank Registered in Kenya or from an Insurance Company Approved by PPRA or equivalent in foreign currency. Valid for 120 days from the date of tender opening. iii. Valid KRA Tax Compliance Certificate (for local firms). iv. Dully filled, Signed and Stamped Declaration Form v. Valid Accreditation Certificate for Calibration from KENAS or an International Calibration Accreditation Body recognized in Kenya and a member of ILAC. vi. Dully filled and signed Self Declaration that the person/tender is not debarred in the matter of the public procurement and asset disposal act. vii. Dully filled and signed Self Declaration that the person/tender no to engage in any corrupt or fraudulent practice. viii. Dully duly filled, signed, stamped litigation history form ix. Completed and signed form of tender with prices inclusive of all taxes. x. Paginate and initial each page of the document
2.2	Tenderers can view and download the documents from the website www.kpc.co.ke\ e-procurement at no cost.
2.4	Request for Clarification should be sent to technicalprocurement@kpc.co.ke
2.9	This is a framework contract therefore the provisions of clause 2.9 apply to the unit prices quoted.

2.11	Particulars of Eligibility of Tenderer
2.10	Tenderer shall quote in Kenya Shillings (KES)
2.12	Tender security in the amount of Kes.100,000.00
2.22.4	Being a framework contract, payment will be based on the work done interim quotation, delivery of job card, certified calibration certificates, certified calibration charts for storage tanks and original signed invoices
2.27	Performance Security shall be 10% of the contract sum. The performance bond shall be in form of a bank guarantee from a financial institution approved by KPC and shall state that it will expire upon expiry of the Framework Contract.
7.1	Each bidder shall also as part of their bid submit the price schedule for other expected costs alongside their bid.
7.2	The tender is divided into Categories, a tenderer shall quote for each Category separately. A tenderer may bid for only one Category, several Categories or all the Categories.
Other's as necessary	Complete as necessary

1. During financial evaluation the lowest evaluated bidder per category will be recommended for award.
2. The employer may, prior to the award of the tender, confirm the qualifications of the tenderer who submitted the lowest evaluated responsive tender in order to determine whether the tenderer is qualified to be awarded the contract

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

In this contract the following terms shall be interpreted as indicated:

- a) **“The contract”** means the agreement entered between the Kenya Pipeline Co. Ltd 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 services”** means calibration services to be provided by the contractor including labor and incidentals which the tenderer is required to provide to the Kenya Pipeline Co. Ltd under the Contract.
- d) **“The Procuring Entity”** means Kenya Pipeline Company Limited.
- e) **“The contractor”** means the individual or firm providing the services under this Contract.
- f) **“GCC”** means general conditions of contract contained in this section.
- g) **“SCC”** means the special conditions of contract.
- h) **“Day”** means calendar day.
- i) **“KENAS”** means Kenya Accreditation Services.
- j) **“ILAC”** means International Laboratory Accreditation Corporation.

3.2 Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other part of contract.

3.3 Standards

The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

3.4 Patent Right's

The tenderer shall indemnify Kenya Pipeline Co. Ltd against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

3.5 Performance Security

- 3.5.1 Within Thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Kenya Pipeline Co. Ltd the

performance security where applicable in the amount specified in Special Conditions of Contract.

- 3.5.2 The proceeds of the performance security shall be payable to the Kenya Pipeline Co. Ltd as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.5.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Kenya Pipeline Co. Ltd and shall be in the form of:
 - a) A Bank Guarantee.
 - b) Such insurance guarantee approved by the Authority.
- 3.5.4 The performance security will be discharged by the Kenya Pipeline Co. Ltd and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.6 3.7 Inspections and Tests

- 3.6.1 The Kenya Pipeline Company Limited or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Kenya Pipeline Co. Ltd shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Kenya Pipeline Co. Ltd.
- 3.6.3 Should any inspected or tested services fail to conform to the Specifications, the Kenya Pipeline Co. Ltd may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Kenya Pipeline Co. Ltd .
- 3.6.4 Nothing in this paragraph shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.7 Payment

The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC

3.8 Prices

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the Kenya Pipeline Co. Ltd's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.9 Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the Kenya Pipeline Co. Ltd.'s prior written consent.

3.10 Termination for Default

3.10.1 Kenya Pipeline Co. Ltd 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 provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by Kenya Pipeline Co. Ltd.
- (b) if the tenderer fails to perform any other obligation(s) under the Contract.
- (c) if the tenderer, in the judgment of Kenya Pipeline Co. Ltd has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.10.2 In the event Kenya Pipeline Co. Ltd terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Kenya Pipeline Co. Ltd for any excess costs for such similar services.

3.11 Termination of insolvency

Kenya Pipeline Co. Ltd may at any time terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to Kenya Pipeline Co. Ltd.

3.12 Termination for convenience

3.12.1 Kenya Pipeline Co. Ltd by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience.

The notice of termination shall specify that the termination is for the Kenya Pipeline Co. Ltd convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

- 3.12.2 For the remaining part of the contract after termination the Kenya Pipeline Co. Ltd may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.13 Resolution of disputes

- 3.13.1 The Kenya Pipeline Co. Ltd 's and the supplier shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

- 3.13.2 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 require that the dispute be referred for resolution shall be referred to the high court of Kenya.

3.14 Governing Language

The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

3.15 Force Majeure

Neither party shall be liable for forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.16 Applicable Law.

The contract shall be interpreted in accordance with the laws of Kenya.

3.17 Notices

- 3.17.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC
- 3.17.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

GCC Reference	Special conditions of contract
3.5	Performance Security shall be 10% of the contract sum. The performance bond shall be in form of a bank guarantee and shall state that it will be valid for the entire period of the Contract.
3.7	Being a framework contract, payment will be based on the work done, interim quotation, delivery of job card, certified calibration certificates, certified calibration charts for storage tanks and original signed invoices
3.9	This is a framework contract based on the unit calibration cost quoted per item calibrated in the Price schedule.
3.13	All disputes shall be referred to the High Court of Kenya
3.16	This contract shall be governed by the Laws of Kenya
3.17	Kenpipe Plaza, Sekondi Road, (off Nanyuki Road), Industrial Area, Nairobi P.O. Box 73442 - 00200, Tel: 020 2606500-4
7.1	Each bidder shall also as part of their bid submit the price schedule for other expected costs alongside their bid.
7.2	The tender is divided into Categories, a tenderer shall quote for each Category separately. A tenderer may bid for only one Category, several Categories or all the Categories.
Other's as necessary	Complete as necessary

SECTION V SCHEDULE OF REQUIREMENTS

Below is are schedules of the items for which calibration services are required: -

5.1 Engineering Measurement Instruments/Equipment Schedule

No.	Description of Item for Calibration	Qty	Calibration Frequency per Year
1.	Balances (Reference Mass Measurement Devices)	5	× 2/ Upon Request
2.	Bench Power Supplies (current/voltage sources)	20	× 2/ Upon Request
3.	Decade Box	5	× 2/ Upon Request
4.	Density Meters	20	× 2/ Upon Request
5.	Digital Thermometers	20	× 2/ Upon Request
6.	Dipping Tapes	50	× 2/ Upon Request
7.	Frequency Counters	20	× 2/ Upon Request
8.	Functional Generator	20	× 2/ Upon Request
9.	Level Gauges	40	× 2/ Upon Request
10.	Micrometre Screw Gauges	10	× 2/ Upon Request
11.	Multimeters (Digital/Analogue)	100	× 2/ Upon Request
12.	Pressure Balances	5	× 2/ Upon Request
13.	Pressure Calibrators	10	× 2/ Upon Request
14.	Pulse Generators	20	× 2/ Upon Request
15.	Temperature Reference Sensors	10	× 2/ Upon Request
16.	Pressure Reference Sensors	10	× 2/ Upon Request
17.	Temperature Calibrators	10	× 2/ Upon Request
18.	Thickness Gauges	5	× 2/ Upon Request
19.	Timers	10	× 2/ Upon Request
20.	Torque Wrenches	5	× 2/ Upon Request
21.	Vanier Callipers	5	× 2/ Upon Request
22.	Vibration Meters	5	× 2/ Upon Request
23.	Resistor Meters	5	× 2/ Upon Request
24.	Watt Meters	5	× 2/ Upon Request
25.	Infrared Meters	5	× 2/ Upon Request
26.	Earth Resistance Meters	5	× 2/ Upon Request
27.	Tachometers	5	× 2/ Upon Request
28.	Oscilloscopes	5	× 2/ Upon Request

5.2 Quality Laboratory Instruments and Equipment Schedule

NO.	Description of Item for Calibration	Qty	Calibration Frequency per Year
1.	Low distillation thermometer, range -2 to +300 °C	6	× 2/ Upon Request
2.	High distillation thermometer, range -2 to +400 °C	6	× 2/ Upon Request
3.	Low Pensky-Martens thermometer, range -5 to +110°C	6	× 2/ Upon Request
4.	High Pensky-Martens thermometer, range +90 to +370°C	6	× 2/ Upon Request
5.	Abel Oil Cup thermometer, wide range, -35 to +70 °C	6	× 2/ Upon Request
6.	Abel Water bath thermometer, wide range, -30 to +80 °C	6	× 2/ Upon Request
7.	Density thermometer, range -1 to +38 °C	6	× 2/ Upon Request
8.	Density thermometer, wide range, -2 ⁰ to +102°C	6	× 2/ Upon Request
9.	Partial immersion thermometer, Range -5 to +400°C	5	× 2/ Upon Request
10.	Aviation fuel freezing point thermometer, range -80 to +20°C	5	× 2/ Upon Request
11.	Hydrometers range 0.650-0.700 @ 20°C	6	× 2/ Upon Request
12.	Hydrometers range 0.700-0.750 @ 20°C	6	× 2/ Upon Request
13.	Hydrometers range 0.750-0.800 @ 20°C	6	× 2/ Upon Request
14.	Hydrometers range 0.800-0.850 @ 20°C	6	× 2/ Upon Request
15.	Hydrometers range 0.850-0.900 @ 20°C	6	× 2/ Upon Request
16.	Hydrometers range 0.900-0.950 @ 20°C	6	× 2/ Upon Request
17.	Hydrometers range 0.950-1.000 @ 20°C	6	× 2/ Upon Request
18.	Timers/Stop watches	6	× 2/ Upon Request
19.	Dry well calibrators	3	× 1/ Upon Request
20.	Weather stations	6	× 1/ Upon Request
21.	Weighing balances	6	× 1/ Upon Request
22.	Reference Pressure Gauges	3	× 1/ Upon Request

5.3 Metering Instruments and Equipment Schedule

No.	Description of Item for Calibration	Qty	Calibration Frequency Per Year
1.	Ultrasonic Meters	28	× 1/ Upon Request
2.	Positive Displacement Meters	120	× 4/ Upon Request
3.	Turbine Meters	10	× 1/ Upon Request
4.	Pressure Transmitters	50	× 2/ Upon Request
5.	Temperature Transmitters	50	× 2/ Upon Request
6.	Densitometers	50	× 2/ Upon Request

5.4 Petroleum Storage Facilities Schedule

No.	Description of Item for Calibration	Capacity (m3)	Qty	Calibration Frequency
1.	Storage Tank 9-TK-701	13465.00	1	10 Yrs./ Upon Request
2.	Storage Tank 9-TK-702	13496.00	1	10 Yrs./ Upon Request
3.	Storage Tank 9-TK-703	6826.00	1	10 Yrs./ Upon Request
4.	Storage Tank 9-TK-704	6866.00	1	10 Yrs./ Upon Request
5.	Storage Tank 9-TK-705	13482.00	1	10 Yrs./ Upon Request
6.	Dump Tank 9-TK-401	6.00	1	3 Yrs./ Upon Request
7.	Dump Tank 9-TK-402	6.00	1	3 Yrs./ Upon Request
8.	Dump Tank 9-TK-403	6.00	1	3 Yrs./ Upon Request
9.	Dump Tank 9-TK-101	10.0	1	10 Yrs./ Upon Request
10.	Dump Tank 9-TK-601	6.00	1	3 Yrs./ Upon Request
11.	Storage Tank 12-TK-701	1835.00	1	10 Yrs./ Upon Request
12.	Storage Tank 12-TK-702	1834.00	1	10 Yrs./ Upon Request
13.	Storage Tank 12-TK-703	1836.00	1	10 Yrs./ Upon Request
14.	Storage Tank 12-TK-704	1834.00	1	10 Yrs./ Upon Request
15.	Dump Tank 12-DT-129	5.22	1	3 Yrs./ Upon Request
16.	Storage Tank 25-TK-101	4360.00	1	10 Yrs./ Upon Request
17.	Storage Tank 25-TK-102	4360.00	1	10 Yrs./ Upon Request
18.	Storage Tank 25-TK-201	1717.00	1	10 Yrs./ Upon Request
19.	Storage Tank 25-TK-202	1716.00	1	10 Yrs./ Upon Request
20.	Storage Tank 25-TK-301	7840.00	1	10 Yrs./ Upon Request
21.	Storage Tank 25-TK-302	7840.00	1	10 Yrs./ Upon Request
22.	Storage Tank 25-TK-501	1335.00	1	10 Yrs./ Upon Request
23.	Storage Tank 25-TK-502	1332.00	1	10 Yrs./ Upon Request
24.	Storage Tank 25-TK-601	89.00	1	10 Yrs./ Upon Request
25.	Storage Tank 25-TK-602	89.00	1	10 Yrs./ Upon Request
26.	Storage Tank 25-TK-603	89.00	1	10 Yrs./ Upon Request
27.	Dump Tank 25-TK-1902	4.00	1	3 Yrs./ Upon Request

No.	Description of Item for Calibration	Capacity (m3)	Qty	Calibration Frequency
28.	Dump Tank 25-DT-1902	6.00	1	3 Yrs./ Upon Request
29.	Storage Tank 27-TK-101	3606.00	1	10 Yrs./ Upon Request
30.	Storage Tank 27-TK-102	3606.00	1	10 Yrs./ Upon Request
31.	Storage Tank 27-TK-201	4155.00	1	10 Yrs./ Upon Request
32.	Storage Tank 27-TK-202	4155.00	1	10 Yrs./ Upon Request
33.	Storage Tank 27-TK-301	10991.00	1	10 Yrs./ Upon Request
34.	Storage Tank 27-TK-302	10991.00	1	10 Yrs./ Upon Request
35.	Storage Tank 27-TK-501	2216.00	1	10 Yrs./ Upon Request
36.	Storage Tank 27-TK-502	2216.00	1	10 Yrs./ Upon Request
37.	Storage Tank 27-TK-701	693.00	1	10 Yrs./ Upon Request
38.	Storage Tank 27-TK-702	693.00	1	10 Yrs./ Upon Request
39.	Storage Tank 27-TK-703	693.00	1	10 Yrs./ Upon Request
40.	Storage Tank 27-TK-704	4396.00	1	10 Yrs./ Upon Request
41.	Storage Tank 27-TK-601	196.00	1	10 Yrs./ Upon Request
42.	Storage Tank 27-TK-602	196.00	1	10 Yrs./ Upon Request
43.	Storage Tank 27-TK-603	196.00	1	10 Yrs./ Upon Request
44.	Dump Tank 27-DT-1904	6.00	1	3 Yrs./ Upon Request
45.	Dump Tank 27-DT-1902	6.00	1	3 Yrs./ Upon Request
46.	Storage Tank 28-TK-101	3593.90	1	10 Yrs./ Upon Request
47.	Storage Tank 28-TK-102	3593.90	1	10 Yrs./ Upon Request
48.	Storage Tank 28-TK-201	3593.90	1	10 Yrs./ Upon Request
49.	Storage Tank 28-TK-202	3593.90	1	10 Yrs./ Upon Request
50.	Storage Tank 28-TK-301	9697.00	1	10 Yrs./ Upon Request
51.	Storage Tank 28-TK-302	9697.00	1	10 Yrs./ Upon Request
52.	Storage Tank 28-TK-501	2508.00	1	10 Yrs./ Upon Request
53.	Storage Tank 28-TK-502	2508.00	1	10 Yrs./ Upon Request
54.	Storage Tank 28-TK-601	201.30	1	10 Yrs./ Upon Request
55.	Storage Tank 28-TK-602	201.30	1	10 Yrs./ Upon Request
56.	Storage Tank 28-TK-603	201.30	1	10 Yrs./ Upon Request
57.	Storage Tank 28-TK-701	698.80	1	10 Yrs./ Upon Request
58.	Storage Tank 28-TK-702	698.80	1	10 Yrs./ Upon Request
59.	Storage Tank 28-TK-703	698.80	1	10 Yrs./ Upon Request
60.	Storage Tank 28-TK-704	4432.00	1	10 Yrs./ Upon Request
61.	Dump Tank 28-DT-1905	6.00	1	3 Yrs./ Upon Request
62.	Dump Tank 28-DT-1902	6.00	1	3 Yrs./ Upon Request
63.	Storage Tank 11-TK-101	5020.00	1	10 Yrs./ Upon Request
64.	Storage Tank 11-TK-102	4994.00	1	10 Yrs./ Upon Request
65.	Storage Tank 11-TK-201	10084.00	1	10 Yrs./ Upon Request
66.	Storage Tank 11-TK-202	10107.00	1	10 Yrs./ Upon Request

No.	Description of Item for Calibration	Capacity (m3)	Qty	Calibration Frequency
67.	Storage Tank 11-TK-203	30055	1	10 Yrs./ Upon Request
68.	Storage Tank 11-TK-301	8521.00	1	10 Yrs./ Upon Request
69.	Storage Tank 11-TK-302	11442.00	1	10 Yrs./ Upon Request
70.	Storage Tank 11-TK-303	11540.00	1	10 Yrs./ Upon Request
71.	Storage Tank 11-TK-304	31676.989	1	10 Yrs./ Upon Request
72.	Storage Tank 11-TK-305	31629.907	1	10 Yrs./ Upon Request
73.	Storage Tank 11-TK-402	10569.00	1	10 Yrs./ Upon Request
74.	Storage Tank 11-TK-501	1772.00	1	10 Yrs./ Upon Request
75.	Storage Tank 11-TK-502	3639.00	1	10 Yrs./ Upon Request
76.	Storage Tank 11-TK-503	3639.00	1	10 Yrs./ Upon Request
77.	Storage Tank 11-TK-504	1773.00	1	10 Yrs./ Upon Request
78.	Storage Tank 11-TK-701	5300.00	1	10 Yrs./ Upon Request
79.	Storage Tank 11-TK-702	8064.00	1	10 Yrs./ Upon Request
80.	Storage Tank 11-TK-703	1370.00	1	10 Yrs./ Upon Request
81.	Storage Tank 11-TK-601	1373.00	1	10 Yrs./ Upon Request
82.	Storage Tank 11-TK-602	1373.00	1	10 Yrs./ Upon Request
83.	Storage Tank 11-TK-603	29991.388	1	10 Yrs./ Upon Request
84.	Storage Tank 10-TK-701	190.90	1	10 Yrs./ Upon Request
85.	Storage Tank 10-TK-702	190.30	1	10 Yrs./ Upon Request
86.	Storage Tank 10-TK-703	190.20	1	10 Yrs./ Upon Request
87.	Storage Tank 10-TK-704	190.10	1	10 Yrs./ Upon Request
88.	Storage Tank 10-TK-705	190.80	1	10 Yrs./ Upon Request
89.	Storage Tank 10-TK-706	19.01	1	10 Yrs./ Upon Request
90.	Storage Tank 10-TK-707	185.43	1	10 Yrs./ Upon Request
91.	Storage Tank 10-TK-708	185.43	1	10 Yrs./ Upon Request
92.	Storage Tank 10-TK-709	362.613	1	10 Yrs./ Upon Request
93.	Storage Tank 10-TK-710	362.049	1	10 Yrs./ Upon Request
94.	Dump Tank 10-DT-401	5.00	1	3 Yrs./ Upon Request
95.	Dump Tank 10A-DT-601	10.00	1	3 Yrs./ Upon Request
96.	Dump Tank 10A-DT-403	5.00	1	3 Yrs./ Upon Request
97.	Dump Tank 21A-DT-402	5.00	1	3 Yrs./ Upon Request
98.	Dump Tank 21B-DT-1904	16.0	1	3 Yrs./ Upon Request
99.	Storage Tank 14-TK-201	39189.00	1	10 Yrs./ Upon Request
100.	Storage Tank 14-TK-202	28670.00	1	10 Yrs./ Upon Request
101.	Storage Tank 14-TK-301	49440.00	1	10 Yrs./ Upon Request
102.	Storage Tank 14-TK-302	19236.00	1	10 Yrs./ Upon Request
103.	Storage Tank 14-TK-601	39042.00	1	10 Yrs./ Upon Request
104.	Storage Tank 14-TK-602	19248.00	1	10 Yrs./ Upon Request
105.	Storage Tank 14-TK-501	49440.00	1	10 Yrs./ Upon Request

No.	Description of Item for Calibration	Capacity (m3)	Qty	Calibration Frequency
106.	Storage Tank 14-TK-502	46488.00	1	10 Yrs./ Upon Request
107.	Storage Tank 14-TK-503	19296.00	1	10 Yrs./ Upon Request
108.	Dump Tank 14-DT-902	27.50	1	3 Yrs./ Upon Request
109.	Dump Tank 14A-DT-601	16.00	1	3 Yrs./ Upon Request
110.	Storage Tank 1-TK-201	16.00	1	10 Yrs./ Upon Request
111.	Dump Tank 1-DT-502	5.00	1	3 Yrs./ Upon Request
112.	Dump Tank 1-DT-503	5.00	1	3 Yrs./ Upon Request
113.	Dump Tank 1-DT-110	5.00	1	3 Yrs./ Upon Request
114.	Dump Tank 1A-TK-601	5.00	1	3 Yrs./ Upon Request
115.	Dump Tank 2-DT-301	5.00	1	3 Yrs./ Upon Request
116.	Dump Tank 3-DT-501	5.00	1	3 Yrs./ Upon Request
117.	Dump Tank 3A-TK-601	5.00	1	3 Yrs./ Upon Request
118.	Dump Tank 4-DT-301	5.00	1	3 Yrs./ Upon Request
119.	Dump Tank 5-DT-501	5.00	1	3 Yrs./ Upon Request
120.	Dump Tank 5A-TK-601	5.00	1	3 Yrs./ Upon Request
121.	Dump Tank 6-DT-301	5.00	1	3 Yrs./ Upon Request
122.	Dump Tank 7-DT-504	5.00	1	3 Yrs./ Upon Request
123.	Dump Tank 7A-TK-601	5.00	1	3 Yrs./ Upon Request
124.	Dump Tank 8-DT-301	5.00	1	3 Yrs./ Upon Request
125.	Dump Tank 22-TK-1901	5.00	1	3 Yrs./ Upon Request
126.	Dump Tank 23-DT-1901	5.00	1	3 Yrs./ Upon Request
127.	Dump Tank 24-DT-1901	5.00	1	3 Yrs./ Upon Request
128.	Dump Tank 26-DT-814	5.00	1	3 Yrs./ Upon Request

SECTION VI DETAILS OF SERVICES

The scope of works for Calibration Services shall cover, but not be limited to the following key areas of concern:

8.1 Calibration Services

The contractor must meet the following minimum criteria in the area of calibration:

- 8.1.1 Submit to KPC for consideration and approval all the test/calibration methods and procedures detailing the standards and equipment/instruments to be used.
- 8.1.2 Carry out the calibration of instruments, equipment and petroleum storage facilities on regular intervals as required by national/international standards and the employer.
- 8.1.3 Carry out calibration of instruments, equipment and petroleum storage facilities upon request by KPC in line with a documented procedure agreed between both parties.
- 8.1.4 Familiarize themselves with all the instruments, equipment, petroleum storage facilities and related accessories, to be covered under the contract; with respect to their operating principles, mechanisms, and features particularly those to be calibrated for the purpose of execution of the contract.
- 8.1.5 Offer a warranty period, during which if so determined that the calibration was improperly carried out, shall undertake to carry out repeat calibration of the calibration items at its own cost and convenience.
- 8.1.6 Undertake to carry out repeat calibrations on request by KPC as and when required.
- 8.1.7 Adhere to KPC work authorization procedures while carrying out calibration at KPC premises, in particular KPC Safety procedures on work authorization.
- 8.1.8 Work under KPC supervision to ensure that their authorized representatives are accorded the necessary assistance and adhere to the set procedures during the calibration exercise.
- 8.1.9 Their authorized representatives shall employ the necessary safety gear and wear personal protective clothing while undertaking calibration exercise within KPC premises.
- 8.1.10 Adhere to the safety requirements stipulated in KPC Safety Manual and shall also give due recognition to all relevant API codes for calibration works.

- 8.1.11 The contractor should ensure the supervisor of the calibration exercise is well versed, commands the required knowledge of the task he/she will be supervising. The contractor shall therefore present together with their bid a list of personnel and their testimonials of trainings undertaken in calibration.
- 8.1.12 During the calibration exercise the contractor should ensure to allocate adequate manpower depending on the tasks carried out to execute the calibration within the time stipulated in their quote.
- 8.1.13 The supervisor must always present a valid Calibration certificate of the standard equipment to be used for calibration, i.e. master prover used for the meters' calibration, for all standards used and any other equipment which may need to be used for the calibration.
- 8.1.14 The contractor must provide all the needed tools and apparatus/accessories necessary for a successful calibration exercise. These includes, but not limited to hose pipes, flanges, gaskets and couplers etc..
- 8.1.15 The tenderer should adhere to Weights and Measures Act Cap 513 Section 187 by presenting an Approval/Authorization of at least one personnel to erect, repair and adjust bulk meters and tanks used for custody transfers.
- 8.1.16 The contractor shall update KPC on any changes in the legal requirements concerning calibration.

8.2 **Certification Services**

The contractor must meet the following minimum criteria in the area of equipment and measurement calibration certification:

- 6.2.1 Issuance of valid, legal and properly authenticated Test/Calibration Certificates within a period not exceeding 7 days from the time of calibration.
- 6.2.2 Clearly indicate the test/calibration methods/procedures applied, the results obtained, the measurement uncertainty and the actions taken or to be taken by the employer if any.
- 6.2.3 Clearly state the calibration certificate's validity period and when the next calibration is to take place.
- 6.2.4 Clearly indicate any noteworthy observations and recommendations regarding the calibration undertaken.
- 6.2.5 Make recommendation on the serviceability or suitability for purpose of the Instrument/equipment calibrated where necessary.



8.3 Measurement Accuracy Verification Services

- 6.3.1 In the event of dispute with third parties on the accuracy of KPC measurements for Custody transfer the Contractor may be called upon to verify the measurement accuracy of the measurement equipment/instrument used.
- 6.3.2 The contractor's representative shall be expected to present a Weights & Measures certification for the specific category of Custody transfer measurement for the specific measurement in question.

SECTION VII BILL OF QUANTITIES & PRICE SCHEDULE

Your quotation on company letter head should contain the details as given in the tables below for each category. and in the format given in the Price Schedule.

- 7.1 Each bidder shall also as part of their bid submit the price schedule for other expected costs 7.2.5 below alongside their bid.
- 7.2 The tender is divided into Categories, a tenderer shall quote for each Category separately. A tenderer may bid for only one Category, several Categories or all the Categories.

7.2.1 Category I:

Petroleum Storage Tanks, Flow Meters & associated Instruments (Bulk Volume Measurement)

No.	Description of Item for Calibration	Qty	Work Man/Hrs	Unit Price	Total Price, KES
1.	Storage Tank 9-TK-701	1			
2.	Storage Tank 9-TK-702	1			
3.	Storage Tank 9-TK-703	1			
4.	Storage Tank 9-TK-704	1			
5.	Storage Tank 9-TK-705	1			
6.	Dump Tank 9-TK-401	1			
7.	Dump Tank 9-TK-402	1			
8.	Dump Tank 9-TK-403	1			
9.	Dump Tank 9-TK-101	1			
10.	Dump Tank 9-TK-601	1			
11.	Storage Tank 12-TK-701	1			
12.	Storage Tank 12-TK-702	1			
13.	Storage Tank 12-TK-703	1			
14.	Storage Tank 12-TK-704	1			
15.	Dump Tank 12-DT-129	1			
16.	Storage Tank 25-TK-101	1			
17.	Storage Tank 25-TK-102	1			
18.	Storage Tank 25-TK-201	1			
19.	Storage Tank 25-TK-202	1			
20.	Storage Tank 25-TK-301	1			
21.	Storage Tank 25-TK-302	1			
22.	Storage Tank 25-TK-501	1			
23.	Storage Tank 25-TK-502	1			
24.	Storage Tank 25-TK-601	1			
25.	Storage Tank 25-TK-602	1			
26.	Storage Tank 25-TK-603	1			

No.	Description of Item for Calibration	Qty	Work Man/Hrs	Unit Price	Total Price, KES
27.	Dump Tank 25-TK-1902	1			
28.	Dump Tank 25-DT-1902	1			
29.	Storage Tank 27-TK-101	1			
30.	Storage Tank 27-TK-102	1			
31.	Storage Tank 27-TK-201	1			
32.	Storage Tank 27-TK-202	1			
33.	Storage Tank 27-TK-301	1			
34.	Storage Tank 27-TK-302	1			
35.	Storage Tank 27-TK-501	1			
36.	Storage Tank 27-TK-502	1			
37.	Storage Tank 27-TK-701	1			
38.	Storage Tank 27-TK-702	1			
39.	Storage Tank 27-TK-703	1			
40.	Storage Tank 27-TK-704	1			
41.	Storage Tank 27-TK-601	1			
42.	Storage Tank 27-TK-602	1			
43.	Storage Tank 27-TK-603	1			
44.	Dump Tank 27-DT-1904	1			
45.	Dump Tank 27-DT-1902	1			
46.	Storage Tank 28-TK-101	1			
47.	Storage Tank 28-TK-102	1			
48.	Storage Tank 28-TK-201	1			
49.	Storage Tank 28-TK-202	1			
50.	Storage Tank 28-TK-301	1			
51.	Storage Tank 28-TK-302	1			
52.	Storage Tank 28-TK-501	1			
53.	Storage Tank 28-TK-502	1			
54.	Storage Tank 28-TK-601	1			
55.	Storage Tank 28-TK-602	1			
56.	Storage Tank 28-TK-603	1			
57.	Storage Tank 28-TK-701	1			
58.	Storage Tank 28-TK-702	1			
59.	Storage Tank 28-TK-703	1			
60.	Storage Tank 28-TK-704	1			
61.	Dump Tank 28-DT-1905	1			
62.	Dump Tank 28-DT-1902	1			
63.	Storage Tank 11-TK-101	1			
64.	Storage Tank 11-TK-102	1			
65.	Storage Tank 11-TK-201	1			

No.	Description of Item for Calibration	Qty	Work Man/Hrs	Unit Price	Total Price, KES
66.	Storage Tank 11-TK-202	1			
67.	Storage Tank 11-TK-203	1			
68.	Storage Tank 11-TK-301	1			
69.	Storage Tank 11-TK-302	1			
70.	Storage Tank 11-TK-303	1			
71.	Storage Tank 11-TK-304	1			
72.	Storage Tank 11-TK-305	1			
73.	Storage Tank 11-TK-402	1			
74.	Storage Tank 11-TK-501	1			
75.	Storage Tank 11-TK-502	1			
76.	Storage Tank 11-TK-503	1			
77.	Storage Tank 11-TK-504	1			
78.	Storage Tank 11-TK-701	1			
79.	Storage Tank 11-TK-702	1			
80.	Storage Tank 11-TK-703	1			
81.	Storage Tank 11-TK-601	1			
82.	Storage Tank 11-TK-602	1			
83.	Storage Tank 11-TK-603	1			
84.	Storage Tank 10-TK-701	1			
85.	Storage Tank 10-TK-702	1			
86.	Storage Tank 10-TK-703	1			
87.	Storage Tank 10-TK-704	1			
88.	Storage Tank 10-TK-705	1			
89.	Storage Tank 10-TK-706	1			
90.	Storage Tank 10-TK-707	1			
91.	Storage Tank 10-TK-708	1			
92.	Storage Tank 10-TK-709	1			
93.	Storage Tank 10-TK-710	1			
94.	Dump Tank 10-DT-401	1			
95.	Dump Tank 10A-DT-601	1			
96.	Dump Tank 10A-DT-403	1			
97.	Dump Tank 21A-DT-402	1			
98.	Dump Tank 21B-DT-1904	1			
99.	Storage Tank 14-TK-201	1			
100.	Storage Tank 14-TK-202	1			
101.	Storage Tank 14-TK-301	1			
102.	Storage Tank 14-TK-302	1			
103.	Storage Tank 14-TK-601	1			
104.	Storage Tank 14-TK-602	1			

No.	Description of Item for Calibration	Qty	Work Man/Hrs	Unit Price	Total Price, KES
105.	Storage Tank 14-TK-501	1			
106.	Storage Tank 14-TK-502	1			
107.	Storage Tank 14-TK-503	1			
108.	Dump Tank 14-DT-902	1			
109.	Dump Tank 14A-DT-601	1			
110.	Storage Tank 1-TK-201	1			
111.	Dump Tank 1-DT-502	1			
112.	Dump Tank 1-DT-503	1			
113.	Dump Tank 1-DT-110	1			
114.	Dump Tank 1A-TK-601	1			
115.	Dump Tank 2-DT-301	1			
116.	Dump Tank 3-DT-501	1			
117.	Dump Tank 3A-TK-601	1			
118.	Dump Tank 4-DT-301	1			
119.	Dump Tank 5-DT-501	1			
120.	Dump Tank 5A-TK-601	1			
121.	Dump Tank 6-DT-301	1			
122.	Dump Tank 7-DT-504	1			
123.	Dump Tank 7A-TK-601	1			
124.	Dump Tank 8-DT-301	1			
125.	Dump Tank 22-TK-1901	1			
126.	Dump Tank 23-DT-1901	1			
127.	Dump Tank 24-DT-1901	1			
128.	Dump Tank 26-DT-814	1			
129.	Ultrasonic Meters	28			
130.	Positive Displacement Meters	120			
131.	Turbine Meters	10			
132.	Pressure Transmitters	50			
133.	Temperature Transmitters	50			
134.	Densitometers	50			
135.	Level Gauges	20			
TOTAL FOR CATEGORY I					

NOTE:

The pricing on your quotation must correspond to the form of tender and price schedules.

7.2.2 Category II:

Electrical, Time & Frequency Measurement Instruments/ Equipment

No.	Description of Item for Calibration	Qty	Work Man/Hrs	Unit Price	Total Price, KES
1.	Bench Power Supplies (current/voltage sources)	20			
2.	Decade Boxes	5			
3.	Frequency Counters	20			
4.	Functional Generator	20			
5.	Multimeters Digital/Analogue	100			
6.	Pulse Generators	20			
7.	Ref. Temperature Sensors	10			
8.	Ref. Pressure Sensors	10			
9.	Timers	10			
10.	Resistor Meters	5			
11.	Watt Meters	5			
12.	Earth Resistance Meters	5			
13.	Tachometers	5			
14.	Oscilloscopes	5			
15.	Vibration Meters	5			
16.	Timers/Stop Watches	6			
17.	Infrared Meters	5			
TOTAL FOR CATEGORY II					

7.2.3 Category III:

Mass, Length and Force Measurement Instruments/ Equipment

No.	Description of Item for Calibration	Qty	Work Man/Hrs	Unit Price	Total Price, KES
1.	Reference Mass Measurement Balances	5			
2.	Dipping Tapes	20			
3.	Micrometre Screw Gauges	10			
4.	Thickness Gauges	5			
5.	Torque Wrenches	5			
6.	Vanier Callipers	5			
7.	Weighing Balances				
TOTAL FOR CATEGORY III					

NOTE:

The pricing on your quotation must correspond to the form of tender and price schedules.

7.2.4 Category IV:

Temperature, Density and Pressure Measurement Instruments/ Equipment

No.	Description of Item for Calibration	Qty	Work Man/Hrs	Unit Price	Total Price, KES
1.	Density Meters	20			
2.	Digital Thermometers	20			
3.	Pressure Balances	5			
4.	Pressure Calibrators	10			
5.	Temperature Calibrators	10			
6.	Low distillation thermometer, -2 to +300 °C	6			
7.	High distillation thermometer, -2 to +400 °C	6			
8.	Low Pensky-Martens thermometer, -5 to +110°C	6			
9.	High Pensky-Martens thermometer, +90 to +370°C	6			
10.	Abel Oil Cup thermometer, -35 to +70 °C	6			
11.	Abel Water bath thermometer, -30 to +80 °C	6			
12.	Density thermometer, -1 to +38 °C	6			
13.	Density thermometer, -2° to +102°C	6			
14.	Partial immersion thermometer, -5 to +400°C	5			
15.	Aviation fuel freezing point thermometer, -80 to +20°C	5			
16.	Hydrometers range 0.650-0.700 @ 20°C	6			
17.	Hydrometers range 0.700-0.750 @ 20°C	6			
18.	Hydrometers range 0.750-0.800 @ 20°C	6			
19.	Hydrometers range 0.800-0.850 @ 20°C	6			
20.	Hydrometers range 0.850-0.900 @ 20°C	6			
21.	Hydrometers range 0.900-0.950 @ 20°C	6			
22.	Hydrometers range 0.950-1.000 @ 20°C	6			
23.	Weather stations	6			
24.	Reference Pressure Gauges	3			
25.	Dry well Calibrators	3			
TOTAL FOR CATEGORY IV					

NOTE:

The pricing on your quotation must correspond to the form of tender and price schedules.

7.2.5 Other Expected Charges

No.	Description	Unit of Measure	Unit Price, KES
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			



SECTION VIII: STANDARD FORMS

8.1 FORM OF TENDER (CATEGORY I)

Date_____

Tender No._____

To *[Name and address of Kenya Pipeline Co. Ltd]*

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*, the of which is hereby duly acknowledged, we, the undersigned, offer to provide **Calibration services** in conformity with the said tender documents for the sum of
.....*[total tender amount in words and figures]* Inclusive of all taxes or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee 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 Limited.
4. We agree to abide by this Tender for a period of 180 days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall NOT constitute a binding Contract between us.

Dated this ____ day of _____ 20 *[signature]*
[In the capacity of]

Duly authorized to sign tender for and on behalf
of _____

8.1 FORM OF TENDER (CATEGORY II)



8.1 FORM OF TENDER (CATEGORY IV)

Date_____

Tender No._____

To *[Name and address of Kenya Pipeline Co. Ltd]*

Gentlemen and/or Ladies:

16. Having examined the tender documents including Addenda Nos. *[insert numbers]*, the of which is hereby duly acknowledged, we, the undersigned, offer to provide **Calibration services** in conformity with the said tender documents for the sum of
.....*[total tender amount in words and figures]* Inclusive of all taxes or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
17. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
18. If our Tender is accepted, we will obtain the tender guarantee 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 Limited.
19. We agree to abide by this Tender for a period of 180 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.
20. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall NOT constitute a binding Contract between us.

Dated this ____ day of _____ 20 ____ *[signature]*
[In the capacity of]

Duly authorized to sign tender for and on behalf
of _____

8.2: EVALUATION CRITERIA

Evaluation of tenders shall comprise Preliminary, Technical and Financial evaluations, and shall be carried out in line with the criteria set out in this tender document. Only the tenderers who are deemed sufficiently responsive after the Preliminary evaluation shall qualify for Technical evaluation. Those who don't pass the Technical evaluation shall not be considered in the financial evaluation.

- 8.1 The Technical evaluation shall be performed, and points awarded to the tenderers according to the evaluation criteria in this tender document for each Category separately.
- 8.2 The financial evaluation shall consist of a comparison of the total bid price for each Category separately, including all costs, as well as duties and taxes payable for the services.

8.3 **Mandatory Evaluation**

Mandatory Requirements Mandatory requirements are as shown below

- a) **Certificate of Incorporation/Registration.**
- b) **Original Tender Security of Kes.100,000.00 from a bank Registered in Kenya or from an Insurance Company Approved by PPRA or equivalent in foreign currency. Valid for 120 days from the date of tender opening.**
- c) **Valid KRA Tax Compliance Certificate (for local firms).**
- d) **Dully filled, Signed and Stamped Declaration Form**
- e) **Valid Accreditation Certificate for Calibration from KENAS or an International Calibration Accreditation Body recognized in Kenya and a member of ILAC.**
- f) **Dully filled and signed Self Declaration that the person/tender is not debarred in the matter of the public procurement and asset disposal act.**
- g) **Dully filled and signed Self Declaration that the person/tender no to engage in any corrupt or fraudulent practice.**
- h) **Dully duly filled, signed, stamped litigation history form**
- i) **Completed and signed form of tender with prices inclusive of all taxes.**
- j) **Pageinate and initial each page of the document**

Only bidders who meet all Mandatory requirements shall progress to technical evaluation.

8.4 Technical Evaluation Criteria

The technical evaluation criteria shall be based on the information communicated to the tenderers in the tender document and the criteria below for each Category separately.

- 8.1.1 Only those Tenderer's who pass on the technical evaluation criteria shall have their financial submissions evaluated. The table below gives the criteria to be used for the technical evaluation:

No .	CRITERION	YES	NO
i)	Proposal of Procedures for Calibration <i>(Including Details of methodology, Reference Standards, equipment and tests to be carried out)</i>		
ii)	Proposal for Certificates to be issued and Quality Assurance (Format, contents, national/international standards and validity period)		
iii)	Proposal for Labelling once calibration is complete. <i>(Include date calibrated, next calibration date.</i>		
iv)	Proposal for Warranty and Professional Support <i>(during the warranty period)</i>		
v)	List of personnel for the works <i>(At least 3No. including their testimonials)</i>		
vi)	Experience in similar works and evidence of traceability of measurement/Calibration undertaken		
vii)	Relevant Certificate of Accreditation and Schedule of authorized Calibrations under the accreditation		
CATEGORY II			
i)	List of Reference Standards, equipment and tests to be carried out		
ii)	Proposal for Certificates to be issued and Quality Assurance (Format, contents, national/international standards and validity period)		
iii)	Proposal for Labelling once calibration is complete. <i>(Include date calibrated, next calibration date.</i>		
iv)	Proposal for Warranty and Professional Support <i>(during the warranty period)</i>		

No .	CRITERION	YES	NO
v)	List of personnel for the works (<i>At least 3No. including their testimonials</i>)		
vi)	Experience in similar works and evidence of traceability of measurement/ Calibration undertaken		
vii)	Relevant Certificate of Accreditation and Schedule of authorized Calibrations under the accreditation		
CATEGORY III			
i)	Proposal of Procedures for Calibration (<i>Details of methodology, Reference Standards, equipment and tests to be carried out</i>)		
ii)	Proposal for Certificates to be issued and Quality Assurance (Format, contents, national/international standards and validity period)		
iii)	Proposal for Labelling once calibration is complete. (<i>Include date calibrated, next calibration date.</i>)		
iv)	Proposal for Warranty and Professional Support (<i>during the warranty period</i>)		
v)	List of personnel for the works (<i>At least 3No. including their testimonials</i>)		
vi)	Experience in similar works and evidence of traceability of measurement/Calibration undertaken		
vii)	Relevant Certificate of Accreditation and Schedule of authorized Calibrations under the accreditation		
CATEGORY IV			
i)	List of Reference Standards, equipment and tests to be carried out		
ii)	Proposal for Certificates to be issued and Quality Assurance (Format, contents, national/international standards and validity period)		
iii)	Proposal for Labelling once calibration is complete. (<i>Include date calibrated, next calibration date.</i>)		

No .	CRITERION	YES	NO
iv)	Proposal for Warranty and Professional Support (<i>during the warranty period</i>)		
v)	List of personnel for the works (<i>At least 3No. including their testimonials</i>)		
vi)	Experience in similar works and evidence of traceability of measurement/ Calibration undertaken		
vii)	Relevant Certificate of Accreditation and Schedule of authorized Calibrations under the accreditation		

NOTE:

Proposals shall be evaluated based on their depth and demonstration of ability to delivery on the calibration services required.

8.5 Financial Evaluation Criteria

During financial evaluation the lowest evaluated bidder **for every Category** will be recommended for award.

The employer may, prior to the award of the tender, confirm the qualifications of the **successful** tenderer to determine whether the tenderer is qualified to be awarded the contract.

8.3 CONTRACT FORM

THIS AGREEMENT made the ____day of ____20____between.....[*name of procurement entity*] of[*country of Procurement entity*] (hereinafter called “the Kenya Pipeline Co. Ltd ”) of the one part and[*name of tenderer*] of[*city and country of tenderer*] (hereinafter called “the tenderer”) of the other part. WHEREAS the Kenya Pipeline Co. Ltd invited tenders for certain services. Viz the **Provision of Calibration Services** and has accepted a tender by the tenderer for the supply of those services in the sum of[*contract price in words and figures*]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer;
 - (b) (b) the Schedule of Requirements;
 - (c) (c) the Technical Specifications;
 - (d) (d) the General Conditions of Contract;
 - (e) (e) the Special Conditions of Contract; and
 - (f) (f) the Kenya Pipeline Co. Ltd ’s Notification of Award.
3. In consideration of the payments to be made by the Kenya Pipeline Co. Ltd to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Kenya Pipeline Co. Ltd to provide the labour only to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Kenya Pipeline Co. Ltd hereby covenants to pay the tenderer in consideration of the provision of the labour only for 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 the Kenya Pipeline Co. Ltd)

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

in the presence of _____.



8.4 CONFIDENTIAL BUSINESS QUESTIONNAIRE

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 addressTel No.Fax Email

Nature of Business

Registration Certificate No.

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

Name of your bankers

Branch

Part 2 (a) – Sole Proprietor				
Your name in full.....Age.....				
Nationality.....Country of Origin.....				
Citizenship details				
.....				
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.....
Candidate.....	of.....

8.5 TENDER SECURITY FORM



Whereas[name of the tenderer]

(hereinafter called “the tenderer”)has submitted its tender dated.....[date of submission of tender] for the provision of

[name and/or description of the services]

(hereinafter called “the Tenderer”)......

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

Of.....having registered office at

[name of Kenya Pipeline Co. Ltd](hereinafter called “the Bank”)are bound unto.....

[name of Kenya Pipeline Co. Ltd](hereinafter called “the Kenya Pipeline Co. Ltd ”) in the sum of

for which payment well and truly to be made to the said Kenya Pipeline Co. Ltd , the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this_____ day of 20_____.

THE CONDITIONS of this obligation are:

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

we undertake to pay to the Kenya Pipeline Co. Ltd up to the above amount upon receipt of its first written demand, without the Kenya Pipeline Co. Ltd having to substantiate its demand, provided that in its demand the Kenya Pipeline Co. Ltd will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.



This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

(Amend accordingly if provided by Insurance Company)



8.6 PERFORMANCE SECURITY FORM

To:

.....
..

[name of the Kenya Pipeline Co. Ltd]

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 services](Hereinafter called “the contract”)

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for 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 issue of certificate of completion** by Kenya Pipeline Company Limited.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

8.7 LETTER OF NOTIFICATION OF AWARD



Address of Kenya Pipeline Co. Ltd

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) _____

SIGNED FOR ACCOUNTING OFFICER



8.8 DECLARATION FORM

To_____

Date:

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

The tenderer i.e. (name and address)

.....
.....
.....
.....
.....

declare the following:

1. Has not been debarred from participating in public procurement.
2. Has not been convicted or involved in and will not be involved in corrupt and fraudulent practices.
3. 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.
4. 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)

8.9 LITIGATION HISTORY FORM

Name of Firm or Partner of a Joint Venture

Bidders, 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, KES)	Year Matter Commenced	Year matter was concluded

NOTE

Indicate “NONE” incase your company does no.t have any litigation history

_____ *[Bidder's Signature]* Date _____

[Bidder's Official Stamp]



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

I.....of Post Office
Box.....being a resident of.....in the
republic of.....do hereby make a statement as follows:

1. THAT I am the Company Secretary/Chief Executive/Managing Director/Principal Officer/Director of.....who is a Bidder in respect of Tender No.....for.....for Kenya Pipeline Company Ltd and duly authorized and competent to make this statement.

1. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceedings under part IV of the Act.
2. THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief.

.....
Title	Signature	Date

Bidder Official Stamp



8.11 SELF DECLARATION THAT THE PERSON/TENDER NOT TO ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE

I.....of Post Office
Box.....being a resident of.....in the
republic of.....do hereby make a statement as follows:

1. THAT I am the Company Secretary/Chief Executive/Managing Director/Principal Officer/Director of.....who is a Bidder in respect of Tender No.....for.....for Kenya Pipeline Company Ltd and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents/subcontractors will not engage in any corrupt or fraudulent practice and shall not be requested to pay any inducement to any member of the Board of Management, Staff and/or employees and/or agents of the Kenya Pipeline Company Ltd which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents/subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of the Kenya Pipeline Company Ltd.
4. THAT the aforesaid bidder will not engage/has not engaged in any collusive practice with other bidders participating in the subject tender.
5. THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief.

.....

Title

.....

Signature

.....

Date

Bidder Official Stamp



8.12 CERTIFICATE OF SITE VISIT

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

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

of the firm of

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

Visited the site in connection with the tender to ;

Provision of Calibration services

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

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

Signed
(Tenderer's Representative)

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

Date.....