



KENYA PIPELINE COMPANY LIMITED
P. O. BOX 73442-00200,
NAIROBI
Website: www.kpc.co.ke

INVITATION TO TENDER NO. KPC/PU/OT-065(CORR)NBI/23-24

**TENDER FOR REPAIR AND INSTALLATION OF ALUMINIUM DOME ROOF ON JET A-1
TANK 14-TK-501 AT PS 14 KIPEVU DEPOT**

RE-TENDER

January 2024

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INVITATION TO TENDER

PROCURING ENTITY: KENYA PIPELINE COMPANY LTD

Contract Name And Description: Tender For Repair and Installation Of Aluminium Dome Roof On Jet A-1 Tank 14-TK-501 at PS 14 Kipevu Depot herein referred to Repair of Tank 14-TK-501 at PS 14.

1. Kenya Pipeline Company Ltd invites sealed tenders for the Repair of Tank 14-TK-501 at PS 14
2. Tendering will be conducted under **Open National Tendering** competitive method using a standardized tender document. Tendering is open to all qualified and interested Tenderers. This tender is reserved for **Citizen Contractors**
3. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours between 0800 and 1700 hours from the office of the General Manager, Supply Chain, Kenpipe Plaza, Sekondi Road, Off Nanyuki Road, P. O. Box 73442 00200 NAIROBI.
4. Tender documents may be obtained electronically from the website www.kpc.co.ke/e-procurement at no cost.
5. Tender documents may be viewed and downloaded for free from the website the website www.kpc.co.ke/e-procurement at no cost. Tenderers who download the tender document must forward their particulars and detailed contact information to opentender@kpc.co.ke for recording, and to facilitate any further clarifications and addenda. No other email addresses should be used.
6. Tenders may be quoted be in Kenya Shillings, USD, GBP or EUROS and shall include all taxes. Tenders shall remain valid for **182** days from the date of opening of tenders.
7. All Tenders must be accompanied by a Tender Security of Kshs 500,000 Bidders must submit a scanned copy of the Tender Security with their bid document. The Original Tender Security must be dropped in the Tender Box on the Ground, Floor, Kenpipe Plaza, Sekondi Road off Nanyuki Road, Industrial Area on or before **10:00 am 22nd February 2024**. Only the Tender Security should be dropped in the Tender Box. KPC shall not accept any bids or parts of bids submitted in the Tender Box.
8. The Tenderer are encouraged to chronologically serialize all pages of the tender documents submitted
9. Completed tenders documents in PDF format must be uploaded on the Supplier Relationship Management (SRM) **Collaboration Folder on or** before the closing date **22nd February 2024**. at 10.00 a.m. Hard copies of the tender documents shall not be permitted.
10. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenderers' designated representatives who choose to attend will be required to join using the link provided in the Tender Data Sheet (TDS).
11. **Late tenders will be rejected.**

A. The addresses referred to above are:

General Manager (Supply Chain),
Kenya Pipeline Company Ltd,

Kenpipe Plaza, Sekondi Road,
Off, Nanyuki Road, Industrial Area
P.O. Box 73442- 00100
NAIROBI.

Telephone: 020 2606500-4

Safaricom: 0722207667/8, 0722207678/9, 0722207681/2

Airtel: 0734333234/35, 0734333226, 0734333215/17/19

Email; opentender@kpc.co.ke;

website: www.kpc.co.ke

link <https://e-procurement.kpc.co.ke/irj/portal>.

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).

B. Address for Submission of Tenders.

Completed tenders must be submitted electronically in PDF format and uploaded on the Supplier Relationship Management (SRM) Collaboration Folder, Using the link <https://e-procurement.kpc.co.ke/irj/portal>.

C. Address for Opening of Tenders.

Kenya Pipeline Company Ltd
KPC Boardroom, Kenpipe Plaza, Sekondi Road,
Off Nanyuki Rd, Industrial Area
P.O. Box 73442, 00100
NAIROBI.

Name: MAUREEN MWENJE

Designation: GENERAL MANAGER, SUPPLY CHAIN

Signature _____ Date _____

PART 1 - TENDERING PROCEDURES

SECTION I - INSTRUCTIONS TO TENDERERS

A. General

1. Scope of Tender

- 1.1 This tendering document is for the delivery of Maintenance Services, as specified in Section V, Procuring Entity's Requirements. The name, identification and number of lots (contracts) of this ITT procurement are specified in the **TDS**.

2. Definitions

2.1 Throughout this tendering document:

- a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including if specified in the **TDS**, distributed or received through the electronic-procurement system used by the Procuring Entity) with proof of receipt;
- b) if the context so requires, “singular” means “plural” and vice versa; and
- c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Procuring Entity. It excludes the Procuring Entity's official public holidays.

2.2 The successful Tenderer will be expected to complete the performance of the Services by the Intended Completion Date provided in the contract.

3. Fraud and Corruption

3.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 “Declaration not to engage in corruption”. The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.

3.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the “Certificate of Independent Tender Determination” annexed to the Form of Tender.

3.3 Unfair Competitive Advantage-Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the **TDS** and make available to all the firms together with this tender document all information that would in that respect give such firm any unfair competitive advantage over competing firms.

3.4 Unfair Competitive Advantage – Fairness and transparency in the tender process require that the Firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the contract being tendered for. The Procuring Entity shall indicate in the **TDS** firms (if any) that provided consulting services for the contract being tendered for. The Procuring Entity shall check whether the owners or controllers of the Tenderer are same as those that provided consulting services. The Procuring Entity shall, upon request, make available to any tenderer information that would give such firm unfair competitive advantage over competing firms.

3.5 Tenderers shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Procuring Entity to

inspect all accounts, records and other documents relating to any initial selection process, prequalification process, tender submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Entity.

4 Eligible Tenderers

- 4.1 A Tenderer may be a firm that is a private entity, a state-owned entity or institution subject to ITT 4.6, or any combination of such entities in the form of an association or subcontracting arrangement or a Joint Venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a Form of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution. The maximum number of JV members shall be specified in the **TDS**.
- 4.2 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 4.3 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:
- a) Directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
 - b) Receives or has received any direct or indirect subsidy from another Tenderer; or
 - c) Has the same legal representative as another Tenderer; or
 - d) Has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or
 - e) Or any of its affiliates participated as a consultant in the preparation of the Procuring Entity's Requirements (including Activities Schedules, Performance Specifications and Drawings) for the Maintenance services that are the subject of the Tender; or
 - f) Or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity or Procuring Entity for the Contract implementation; or
 - g) Would be providing goods, works, or maintenance services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the **TDS** ITT 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - h) Has a close business or family relationship with a professional staff of the Procuring Entity or of the project implementing agency, who: (i) are directly or indirectly involved in the preparation of the tendering document or specifications of the contract, and/or the Tender evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the procurement process and execution of the Contract.
- 4.4 A firm that is a Tenderer (either individually or as a JV member) shall not participate in more than one Tender, except for permitted alternative Tenders. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a Tenderer or a JV member, may participate as a sub-contractor in more than one Tender.

- 4.5 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub-consultants for any part of the Contract including related Services.
- 4.6 A Tenderer that has been sanctioned by PPRA or are under a temporary suspension or a debarment imposed by any other entity of the Government of Kenya, shall be ineligible to be prequalified for, initially selected for, tender for, propose for, or be awarded a contract during such period of sanctioning. The list of debarred firms and individuals is available at the electronic address info@ppra.go.ke .
- 4.7 Tenderers that are state-owned enterprises or institutions in Kenya may be eligible to compete and be awarded a Contract(s) only if they can establish that they: (i) are legally and financially autonomous; (ii) operate under commercial law; and (iii) are not under supervision of the Procuring Entity.
- 4.8 A Tenderer under suspension from tendering as the result of the operation of a Tender-Securing Declaration or Proposal-Securing Declaration shall not be eligible to tender.
- 4.9 Firms and individuals may be ineligible if (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 4.10 Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, subcontracts and labor) from national suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable the Procuring Entity determine if this condition is met shall be provided in for this purpose is be provided in “SECTION III - EVALUATION AND QUALIFICATION CRITERIA, Item 9”.
- 4.11 Pursuant to the eligibility requirements of ITT 4.10, a tender is considered a foreign tenderer, if it is registered in Kenya, has less than 51 percent ownership by nationals of Kenya and if it does not subcontract foreign contractors more than 10 percent of the contract price, excluding provisional sums. JVs are considered as foreign tenderers if the individual member firms are registered in Kenya have less 51 percent ownership by nationals of Kenya. The JV shall not subcontract to foreign firms more than 10 percent of the contract price, excluding provisional sums.
- 4.12 The Procuring Entity may require tenderers to be registered with certain authorities in Kenya. Such registration shall be defined in the **TDS**, but care must be taken to ensure such registration requirement does not discourage competition, nor exclude competent tenderers. Registration shall not be a condition for tender, but where a selected tenderer is not so registered, the tenderer shall be given opportunity to register before signature of contract.
- 4.13 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke

4.14 A Tenderer may be considered ineligible if he/she offers goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.

5. Qualification of the Tenderer

5.1 All Tenderers shall provide in Section IV, Tendering Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

5.2 In the event that prequalification of Tenderers has been undertaken as stated in ITT 18.4, the provisions on qualifications of the Section III, Evaluation and Qualification Criteria shall not apply.

B. Contents of Tendering Document

6. Sections of Tendering Document

6.1 The tendering document consists of Parts 1, 2, and 3, which include all the sections indicated below and should be read in conjunction with any Addenda issued in accordance with ITT 9.

PART 1: Tendering Procedures

- i) Section I-Instructions to Tenderers (ITT)
- ii) Section II-Tender Data Sheet (TDS)
- iii) Section III-Evaluation and Qualification Criteria
- iv) Section IV – Tendering Forms

PART 2: Procuring Entity's Requirements

- v) Section V- Procuring Entity's Requirements

PART 3: Contract

- vi) Section VI- General Conditions of Contract (GCC)
- vii) Section VII- Special Conditions of Contract (SCC)
- viii) Section VIII- Contract Forms

6.2 The Invitation to Tender (ITT) or the notice to prequalify Tenderers, as the case may be, issued by the Procuring Entity is not part of this tendering document.

6.3 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Tender meeting (if any), or Addenda to the tendering document in accordance with ITT 9. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.

6.4 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

7. Site Visit

7.1 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine the Site of the Required Services and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for the Services. The costs of visiting the Site shall be at the Tenderer's own expense.

8. Pre-Tender Meeting and a pre-arranged pretender visit of the site of the works

- 8.1 The Procuring Entity shall specify in the **TDS** if a pre-tender conference will be held, when and where. The Procuring Entity shall also specify in the **TDS** if a pre-arranged pretender visit of the site of the works will be held and when. The Tenderer's designated representative is invited to attend a pre-arranged pretender visit of the site of the works. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 8.2 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the **TDS** before the meeting.
- 8.3 Minutes of the pre-Tender meeting and the pre-arranged pretender visit of the site of the works, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with ITT 6.3. Minutes shall not identify the source of the questions asked.
- 8.4 The Procuring Entity shall also promptly publish anonymized (no names) Minutes of the pre-Tender meeting and the pre-arranged pretender visit of the site of the works at the web page identified in the **TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-Tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 10 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

9. Clarification of Tender Documents

- 9.1 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the **TDS** or raise its enquiries during the pre-Tender meeting and the pre-arranged pretender visit of the site of the works if provided for in accordance with ITT 8.4. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the **TDS** prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender Documents in accordance with ITT 6.3, including a description of the inquiry but without identifying its source. If so specified in the **TDS**, the Procuring Entity shall also promptly publish its response at the web page identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents appropriately following the procedure under ITT 10.

10. Amendment of Tendering Document

- 10.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tendering document by issuing addenda.
- 10.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's webpage in accordance with ITT 8.1.
- 10.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity shall extend, as necessary, the deadline for submission of Tenders, in accordance with ITT 24.2 below.

C. Preparation of Tenders

11. Cost of Tendering

- 11.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender,

and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

12. Language of Tender

12.1 The Tender as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Procuring Entity shall be written in the English language. Supporting documents and printed literature that are part of the Tender maybe in another language provided they are accompanied by an accurate translation of the relevant passages into the English language, in which case, for purposes of interpretation of the Tender, such translation shall govern.

13. Documents Comprising the Tender

13.1 The Tender shall comprise the following:

- a) **Form of Tender** prepared in accordance with ITT 14;
- b) **Schedules:** Schedules or Requirements and priced Activity Schedule completed in accordance with ITT 14 and ITT 16;
- c) **Tender Security or Tender-Securing Declaration** in accordance with ITT 21.1;
- d) **Alternative Tender:** if permissible in accordance with ITT 15;
- e) **Authorization:** written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 22.3;
- f) **Qualifications:** documentary evidence in accordance with ITT 19 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;
- g) **Tenderer's Eligibility:** documentary evidence in accordance with ITT 19 establishing the Tenderer's eligibility to Tender;
- h) **Conformity:** documentary evidence in accordance with ITT 18, that the Services conform to the tendering document; and
- i) Any other document required **in the TDS**.

13.2 In addition to the requirements under ITT 12.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a Form of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed Agreement. The Tenderer shall chronologically serialize pages of all tender documents submitted. The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

14. Form of Tender and Activity Schedule

14.1 The Form of Tender and priced Activity Schedule shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 21.3. All blank spaces shall be filled in with the information requested.

15. Alternative Tenders

15.1 Unless otherwise indicated in the TDS, alternative Tenders shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the Most Advantageous Tenderer shall be considered by the Procuring Entity.

15.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the TDS and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.

- 15.3 When specified in the TDS, Tenderers are permitted to submit alternative technical solutions for specified parts of the Services, and such parts will be identified in the TDS, as will the method for their evaluating, and described in Section VII, Procuring Entity's Requirements.

16 Tender Prices and Discounts

- 16.1 The prices and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Activity Schedule(s) shall conform to the requirements specified below.
- 16.2 All lots (contracts) and items must be listed and priced separately in the Activity Schedule(s).
- 16.3 The Contract shall be for the Services, as described in Appendix A to the Contract and in the Specifications (or Terms of Reference), based on the priced Activity Schedule, submitted by the Tenderer.
- 16.4 The Tenderer shall quote any discounts and indicate the methodology for their application in the Form of Tender in accordance with ITT 13.1.
- 16.5 The Tenderer shall fill in rates and prices for all items of the Services described in the Specifications (or Terms of Reference), and listed in the Activity Schedule in Section VII, Procuring Entity's Requirements. Items for which no rate or price is entered by the Tenderer will not be paid for by the Procuring Entity when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.
- 16.6 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Tenders, shall be included in the total Tender price submitted by the Tenderer.
- 16.7 If provided for in the TDS, the rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Tenderer shall submit with the Tender all the information required under the Special Conditions of Contract and of the General Conditions of Contract.
- 16.8 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Tenderer in the form of Appendices D and E to the Contract.

17 Currencies of Tender and Payment

- 17 The currency of the Tender and the currency of payments shall be Kenya Shillings.

18 Documents Establishing Conformity of Services

- 18.1 To establish the conformity of the Maintenance services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that Services provided conform to the technical specifications and standards specified in Section VII, Procuring Entity's Requirements.
- 18.2 Standards for provision of the Maintenance services are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Procuring Entity's Requirements.

19 Documents Establishing the Eligibility and Qualifications of the Tenderer

- 19.1 Tenderers shall complete the Form of Tender and all the Tendering Forms included in Section IV to establish their eligibility in accordance with ITT 4.

- 19.2 The documentary evidence of the Tenderer's qualifications to perform the Contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
- 19.3 In the event that prequalification of Tenderers has been undertaken as stated in the **TDS**, only Tenders from prequalified Tenderers shall be considered for award of Contract. The prequalified Tenderers should submit with their Tenders any information updating their original prequalification applications or, alternatively, confirm in their Tenders that the originally submitted prequalification information remains essentially correct as of the date of Tender submission.
- 19.4 Tenderers shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a Service provider or group of service providers qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and/or contract management processes, or a possibility of collusion between tenderers, and there by help to prevent any corrupt influence in relation to the procurement process or contract management.
- 19.5 The purpose of the information described in ITT 18.1 above overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.
- 19.6 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT 6.3. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.
- 19.7 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.
- 19.8 If a tenderer fails to submit the information required by these requirements, its tenderer will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.
- 19.9 If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:
- i) If the procurement process is still ongoing, the tenderer will be disqualified from the procurement process,
 - ii) If the contract has been awarded to that tenderer, the contract award will be set aside,
 - iii) The tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other person have committed any criminal offence.
- 19.10 If a tenderer submits information pursuant to these requirements that is incomplete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 6.7 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine error which was not attributable to the intentional act, negligence or recklessness of the tenderer.

19.11 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

20. Period of Validity of Tenders

20.1 tenders shall remain valid for the Tender Validity period specified in the TDS. The Tender Validity period starts from the date fixed for the Tender submission deadline date (as prescribed by the Procuring Entity in accordance with ITT 23.1). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

20.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 20, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 19.3.

21. Tender Security

21.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender security, as specified in the TDS, in original form and, in the case of a Tender Security, in the amount and currency specified in the TDS.

21.2 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.

21.3 If a Tender Security is specified pursuant to ITT 20.1, from a reputable source, and an eligible country and shall be in any of the following forms at the Tenderer's option:

- i) cash;
- ii) a bank guarantee;
- iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
- iv) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya,

21.4 If a Tender Security is specified pursuant to ITT 20.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by the Procuring Entity as non-responsive.

21.5 If a Tender Security is specified pursuant to ITT 20.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the contract and furnishing the Performance Security pursuant to ITT 46.

21.6 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security. The Procurement Entity shall also return tender security to the tenderers where;

- a). The procurement proceedings are terminated
- b). All tenders were determined non-responsive and
- c). Where a bidder decline to extent the tender validity period.

21.7 The Tender Security may be forfeited or the Tender-Securing Declaration executed:

- a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension thereto provided by the Tenderer; or
- b) if the successful Tenderer fails to:
 - i) sign the Contract in accordance with ITT 45; or

ii) furnish a performance security in accordance with ITT 46.

21.8 The Tender Security or Tender-Securing Declaration of a JV must be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of Tendering, the Tender security or Tender-Securing Declaration shall be in the names of all future members as named in the Form of intent referred to in ITT 4.1 and ITT 12.2.

21.9 If a Tender Security is not required in the **TDS**, pursuant to ITT 20.1, and

- a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender; or
- b) if the successful Tenderer fails to:
 - i) sign the Contract in accordance with ITT 45; or
 - ii) furnish a performance security in accordance with ITT 46;

the Procuring Entity may, if provided for **in the TDS**, declare the Tenderer ineligible to be awarded a contract by the Procuring Entity for a period of time as stated **in the TDS**.

22. Format and Signing of Tender

22.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 12, bound with the volume containing the Form of Tender, and clearly marked "Original." In addition, the Tenderer shall submit copies of the Tender, in the number specified in the **TDS**, and clearly marked as "Copies." In the event of discrepancy between them, the original shall prevail.

22.2 Tenderers shall mark as "CONFIDENTIAL" information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

22.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the TDS and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.

22.4 In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

22.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

D. Submission and Opening of Tenders

23. Sealing and Marking of Tenders

23.1 Depending on the sizes or quantities or weight of the tender documents, a tenderer may use an envelope, package or container. The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:

- in an envelope or package or container marked "ORIGINAL", all documents comprising the Tender, as described in ITT 11; and
- in an envelope or package or container marked "COPIES", all required copies of the Tender;

and

- if alternative Tenders are permitted in accordance with ITT 13, and if relevant:
 - i) in an envelope or package or container marked “ORIGINAL –ALTERNATIVE TENDER”, the alternative Tender; and
 - ii) in the envelope or package or container marked “COPIES- ALTERNATIVE TENDER”, all required copies of the alternative Tender.

23.2 The inner envelopes or packages or containers shall:

- a) bear the name and address of the Procuring Entity.
- b) bear the name and address of the Tenderer; and
- c) bear the name and Reference number of the Tender.

23.3 If an envelope or package or container is not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the Tender. Tenders that are misplaced or opened prematurely will be rejected.

24. Deadline for Submission of Tenders

24 Tenders must be received by the Procuring Entity at the address and no later than the date and time specified in the **TDS**. When so specified in the **TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified in the **TDS**.

25 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT 9, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Tenders

25.1 The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT 23. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

26. Withdrawal, Substitution and Modification of Tenders

26.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT 21.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

26.2 prepared and submitted in accordance with ITT 21 and ITT 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and

26.3 received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 23.

26.4 Tenders requested to be withdrawn in accordance with ITT 25.1 shall be returned unopened to the Tenderers.

26.5 No Tender may be withdrawn, substituted, or modified 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 Form of Tender or any extension thereof.

27. Tender Opening

27.1 Except as in the cases specified in ITT 23 and ITT 25.2, the Procuring Entity shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time and place specified **in the TDS** in the presence of Tenderers' designated representatives and anyone who choose to attend. Any specific electronic Tender opening procedures required if electronic tendering is permitted in accordance with ITT 23.1, shall be as specified **in the TDS**.

27.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.

27.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.

27.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.

27.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Prices, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate.

27.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further. The Form of Tender and the priced Activity Schedule are to be initialed by representatives of the Procuring Entity attending Tender opening in the manner specified in the **TDS**.

27.7 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 24.1).

27.8 The Procuring Entity shall prepare a record of the Tender opening that shall include, as a minimum:

- a) The name of the Tenderer and whether there is a withdrawal, substitution, or modification;
- b) The Tender Price, per lot (contract) if applicable, including any discounts; and
- c) Any alternative Tenders;
- d) The presence or absence of a Tender Security or Tender-Securing Declaration, if one was required.

27.9 The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record. A copy of the opening registers shall be distributed to all Tenderers upon request.

E. Evaluation and Comparison of Tenders

28. Confidentiality

28.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until information on the Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 41.

22.2 Any effort by a Tenderer to influence the Procuring Entity in the evaluation or contract award decisions may result in the rejection of its Tender.

28.3 Notwithstanding ITT 27.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

29 Clarification of Tenders

29.1 To assist in the examination, evaluation, and comparison of Tenders, and qualification of the Tenderers, the Procuring Entity may, at the Procuring Entity's discretion, ask any Tenderer for clarification of its Tender including breakdowns of the prices in the Activity Schedule, and other information that the Procuring Entity may require. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the Tenders, in accordance with ITT 32.

29.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

30 Deviations, Reservations, and Omissions

31.1 During the evaluation of Tenders, the following definitions apply:

- a) "Deviation" is a departure from the requirements specified in the tendering document;
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and
- c) "Omission" is the failure to submit part or all of the information or documentation required in the tendering document.

31. Determination of Responsiveness

31.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 12.

31.2 A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- a) If accepted, would:
 - i) Affect in any substantial way the scope, quality, or performance of the Maintenance services specified in the Contract; or
 - ii) Limit in any substantial way, inconsistent with the tendering document, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or
- b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

31.2 The Procuring Entity shall examine the technical aspects of the Tender submitted in accordance with ITT 17 and ITT 18, in particular, to confirm that all requirements of Section VII, Procuring Entity's Requirements have been met without any material deviation or reservation, or omission.

31.3 If a Tender is not substantially responsive to the requirements of tendering document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission. Non-conformities, Errors and Omissions

31.4 Provided that a Tender is substantially responsive, the Procuring Entity may waive any non-conformities in the Tender.

31.5 Provided that a Tender is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify

nonmaterial non- conformities or omissions in the Tender related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

31.6 Provided that a Tender is substantially responsive, the Procuring Entity shall rectify quantifiable non material non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the **TDS**.

32. Arithmetical Errors

32.1 Corrected tender prices shall not be used in the evaluation of tenders, comparison of tender prices.

32.2 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 anyway by any person or entity.

32.3 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:

- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
- b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail,

33. Conversion to Single Currency

33.1 For evaluation and comparison purposes, conversion of the currency (ies) of to a single currency preference shall not apply.

34. Margin of Preference

34.1 Margin of preference on local service providers may be allowed if it is deemed that the services require participation of foreign tenderers. If so allowed, it will be indicated in the **TDS**.

34.2 Where it is intended to reserve the contract to specific groups under Small and Medium Enterprises, or enterprise of women, youth and/or persons living with disability, who are appropriately registered as such by the authority to be specified in the **TDS**, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses/firms belonging to the specified group are eligible to tender as specified in the **TDS**. Otherwise if not so stated, the invitation will be open to all tenderers.

35. Evaluation of Tenders

35.1 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Procuring Entity shall determine the Most Advantageous Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:

- a) Substantially responsive to the tendering document; and
- b) The lowest evaluated cost.

35.2 In evaluating the Tenders, the Procuring Entity will determine for each Tender the evaluated Tender cost by adjusting the Tender price as follows:

- a) Price adjustment due to discounts offered in accordance with ITT 15.4;
- b) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 33;
- c) price adjustment due to quantifiable nonmaterial non-conformities in accordance with ITT 31.3;
- d) The additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.

35.4 In the case of multiple contracts or lots, Tenderers are allowed to tender for one or more lots and the methodology to determine the lowest evaluated cost of the lot (contract) and for combinations, including any discounts offered in the Form of Tender, is specified in Section III, Evaluation and Qualification Criteria.

36. Comparison of Tenders

36.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 35.2 to determine the Tender that has the lowest evaluated cost.

37. Abnormally Low Tenders and Abnormally High Tenders

37.1 An Abnormally Low Tender is one where the Tender price, in combination with other elements of the Tender, appears so low that it raises material concerns as to the capability of the Tenderer in regards to the Tenderer's ability to perform the Contract for the offered Tender Price or that genuine competition between Tenderers is compromised.

37.2 In the event of identification of a potentially Abnormally Low Tender, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Tender document.

37.3 After evaluation of the price analyses, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

Abnormally High Tenders

37.4 An abnormally high tender price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.

37.5 In case of an abnormally high tenders, the Procurement Entity should (a) review the specifications, and conditions of tender, or correctness of the estimate or (b) possibility of a collusion, formation of cartels, or other form of fraudulent and corrupt activity in the tendering processor (c) perception of the firms on the credibility of the Procuring Entity. The Procuring Entity shall treat abnormally low and high tenders in accordance with procedures provided for in this tender document

37.6 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (often due to collusion, corruption or other manipulations), the Procuring Entity shall reject all Tenders and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before

retendering.

38. Unbalanced and/or Front-Loaded Tenders

38.1 If in the Procuring Entity's opinion, the Tender that is evaluated as the lowest evaluated price is seriously unbalanced and/or front loaded, the Procuring Entity may require the Tenderer to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the tender prices with the scope of works, proposed methodology, schedule and any other requirements of the Tender document.

38.2 After the evaluation of the information and detailed price analyses presented by the Tenderer, the Procuring Entity may as appropriate:

- a) Accept the Tender; or
- b) Require that the total amount of the Performance Security be increased at the expense of the Tenderer to a level not exceeding a 30% of the Contract Price; or
- c) agree on a payment mode that eliminates the inherent risk of the Procuring Entity paying too much for undelivered works; or
- d) reject the Tender.

39. Qualification of the Tenderer

39.1 The Procuring Entity shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

39.1 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT18. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Tenderer that submitted the Tender.

39.2 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

40 Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders

40.1 The Procuring Entity 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 Tenderers. In case of annulment, all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

F. Award of Contract

41 Award Criteria

41.1 The Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender.

42. Notice of Intention to enter into a Contract/Notification of award

42.1 Upon award of the contract and Prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter in to a Contract/Notification of award to all tenderers which shall contain, at a minimum, the following information:

- a) The name and address of the Tenderer submitting the successful tender;
- b) The Contract price of the successful tender;

- c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in (c) above already reveals the reason;
- d) the expiry date of the Stand still Period; and
- e) instructions on how to request a debriefing and/or submit a complaint during the standstill period;

43. Standstill Period

43.1 The Contract shall not be signed earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.

43.2 Where a Standstill Period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter into a Contract with the successful Tenderer.

44. Debriefing by the Procuring Entity

44.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 43, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request. .2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

45. Letter of Award

45.1 Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 42.1, upon addressing a complaint that has been filed within the Standstill Period, the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21 days of the date of the letter.

46. Signing of Contract

46.1 Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.

46.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.

46.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period.

47. Performance Security

47.1 Within twenty-one (21) days of the receipt of the Form of Acceptance from the Procuring Entity, the successful Tenderer, if required, shall furnish the Performance Security in accordance with the GCC 3.9, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Procuring Entity. If the Performance Security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Procuring Entity. A foreign institution providing a bond shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent financial institution is not required.

47.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the

Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next Most Advantageous Tender.

48. Publication of Procurement Contract

48.1 Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information:

- a) Name and address of the Procuring Entity;
- b) name and reference number of the contract being awarded, a summary of its scope and the selection method used;
- c) the name of the successful Tenderer, the final total contract price, the contract duration.
- d) Dates of signature, commencement and completion of contract;
- e) Names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

49. Adjudicator

49.1 The Procuring Entity proposes the person named **in the TDS** to be appointed as Adjudicator under the Contract, at an hourly fee specified **in the TDS**, plus reimbursable expenses. If the Tenderer disagrees with the proposed Adjudicator, the Tenderer should so state in the Tender. If, in the Form of Acceptance, the Procuring Entity has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

50. Procurement Related Complaints and Administrative Review

50.1 The procedures for making a Procurement-related Complaint areas specified in the **TDS**.

50.2 A request for administrative review shall be made in the form provided under contract forms.

SECTION II - TENDER DATA SHEET (TDS)

The following specific data for the Maintenance Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

[Where an e-procurement system is used, modify the relevant parts of the TDS accordingly to reflect the e-procurement process].

[Instructions for completing the Tender Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITT].

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT Reference	A. General
ITT 1.1	KPC/PU/OT-065(CORR)NBI/23-24 KENYA PIPELINE COMPANY LIMITED TENDER FOR THE REPAIR AND INSTALLATION OF ALUMINIUM DOME ROOF ON JET TANK 14-TK-501 AT PS 14 KIPEVU DEPOT
ITT 2.1 (a)	Electronic –Procurement System The Procuring Entity shall use the following electronic-procurement system to manage this Tendering process: Supplier Relationship Management (SRM): https://e-procurement.kpc.co.ke/irj/portal .
ITT 2.1	The Procuring Entity is KENYA PIPELINE COMPANY LIMITED The name of the Project is THE REPAIR AND INSTALLATION OF ALUMINIUM DOME ROOF ON JET TANK 14-TK-501 AT PS 14 KIPEVU DEPOT
3.4	The firms (if any) that provided consulting services for the contract being tendered for are N/A
ITT 4.1	Maximum number of members in the Joint Venture (JV) shall be: NONE. Joint Venture agreements shall not be allowed in this tender.
ITT 4.12	The Procuring Entity may require tenderers to be registered with <i>opentender@kpc.co.ke</i>
	B. Contents of Tendering Document
ITT 8.1	A) The pre-tender meeting shall be held on 7th February 2024 at 10:00 am at PS 14 Kipevu Depot. B) A site visit conducted by the Procuring Entity <i>shall</i> take place at the following date, time and place: Date: 7th February 2024 Time: 12:00 P.M

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	Place: PS 14 Kipevu Depot Tenderers must provide their own Personal Protective Equipment (PPEs). As a minimum Tenderers must bring along a helmet (hard hat), pair of safety shoes and cotton overall or dust coat. Tenderers who will not have PPEs will not be allowed to participate in the site visit.
ITT 8.2	The tenderers are required to submit any questions 5 days before the dates specified in ITT 8.1 above
ITT 8.4	The Procuring Entity shall publish Minutes of the pre-Tender meeting and the pre-arranged pretender visit of the site of the works at the website : www.kpc.co.ke
ITT 9.1	For Clarification of Tender purposes only, the Procuring Entity's address is: Kenya Pipeline Company Limited 2nd Floor, Kenpipe Plaza P.O Box 73442-00200 <u>Nairobi</u> <u>Tel: 020 260 6500-4; 0720207678/79/81 ; 0709723004/6</u> Electronic mail address: email@kpc.co.ke Requests for clarification should be received by the Procuring Entity no later than Seven (7) days before closing date. Web page: www.kpc.co.ke The Procuring Entity will respond to request for clarification in 5 days and shall publish its response at the website: www.kpc.co.ke and on the SRM portal
	C. Preparation of Tenders
ITT 13.1 (i)	The Tenderer shall submit the following additional documents in its Tender as per the preliminary evaluation criteria provided in Section III 2 : Preliminary Evaluation Criteria.
ITT 15.1	Alternative Tenders <i>shall not be</i> considered.
ITT 15.2	Alternative times for completion <i>shall not be</i> permitted.
ITT 15.3	Alternative technical solutions shall be permitted for the following parts of the Services: N/A
ITT 16.7	The prices quoted by the Tenderer <i>shall not</i> be subject to adjustment during the performance of the Contract.
ITT 19.3	Prequalification <i>has not been</i> undertaken.
ITT 20.1	The Tender validity period shall be 182 days.
ITT 21.1	Original Tender Security of Ksh 500,000 from a bank Registered in Kenya or from an Insurance Company Approved by PPRA. Valid for 212 days from the date of

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p>tender opening. The Tender Security shall be in the name of the main contractor.</p> <p>Bidders are advised to note any changes in tender opening date and extend their Tender Security accordingly.</p> <p>Bidders must submit a Scanned copy of the tender security with their bid document.</p> <p>The ORIGINAL Tender Security sealed in an envelope and labelled with the tender reference number and bidder's name must then be dropped in the tender box on ground floor, Kenpipe plaza, Sekondi road off Nanyuki road, Industrial Area, Nairobi on or before 10:00 am 22nd February 2024</p> <p>Bidders are advised to note any changes in tender opening date and extend their Tender Security accordingly.</p>
ITT 22.1	In addition to the original of the Tender, the number of copies is N/A
ITT 22.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: <i>a Power of Attorney signed by Signed by the Donor and a Donee and certified by a Commissioner for Oaths. Sole Proprietorships and Companies with single shareholder/directors are exempt from this requirement.</i>
	D. Submission and Opening of Tenders
ITT 23.1	<p>For <u>Tender submission purposes</u> only, the Procuring Entity's address is:</p> <p>The Kenya Pipeline Company Limited Kenpipe plaza, 2nd Floor Boardroom Sekondi road, off Nanyuki road, Industrial Area, Nairobi</p> <p>Completed tenders must be submitted electronically in PDF format and uploaded on the Supplier Relationship Management (SRM) Collaboration Folder, Using the link https://e-procurement.kpc.co.ke/irj/portal .</p> <p>Hard copies of tender documents will not be accepted</p> <p>Documents uploaded shall not exceed 100 mbs for each upload.</p> <p>For Tender Security only Bidders must submit a Scanned copy of the tender security with their bid document.</p> <p>The Original Tender Security must then be dropped in the tender box on ground floor, Kenpipe plaza, Sekondi road off Nanyuki road, Industrial Area, Nairobi.</p> <p>The deadline for Tender submission is: Date : 22nd February 2024 Time: 10:00 am</p> <p>Tenders shall be submitted electronically only. Hard copy tender documents shall not be accepted.</p>
ITT 24.1	The deadline for Tender submission is:

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p>DATE: 22nd February 2024</p> <p>TIME: 10:00 a.m.</p> <p>Tenderers <i>shall</i> have the option of submitting their Tenders electronically.</p> <p>The electronic Tender submission procedures shall be:</p> <p>Completed tenders must be submitted electronically in PDF format and uploaded on the Supplier Relationship Management (SRM) Collaboration Folder, Using the link</p> <p>https://e-procurement.kpc.co.ke/irj/portal</p> <p>Hard copies of tender documents will not be permitted.</p> <p>Instruction manual for supplier registration and the bidding processes are available on the KPC website (www.kpc.co.ke)</p>
ITT 27.1	<p>The Tender opening shall take place virtually using the link provided on the KPC website: https://www.kpc.co.ke/tenders/</p> <p>Date: 22nd February 2024</p> <p>Time: 10:30 am</p> <p>The electronic Tender opening procedures shall be:</p> <ol style="list-style-type: none"> Tenders will be opened electronically at the date and time specified in the tender document. Tenderers representatives who wish to attend may log into the link that will be provided on the website www.kpc.co.ke KPC representatives shall read out the tenderer's names, tender security and tender price or any other information that is appropriate. A tender opening record and minutes will be prepared and signed by KPC representatives. Tenderers may request in writing to the Managing Director for the tender opening record through the email opentender@kpc.co.ke
ITT 27.6	Not Applicable. This is an electronic Tender.
ITT 31.6	The manner of rectifying quantifiable nonmaterial nonconformities described below: No rectification of tender prices
E. Evaluation and Comparison of Tenders	
ITT 34.1	A margin of preference and/or reservation <i>shall not</i> apply and specify the details. If a margin of preference applies, the application methodology shall be defined in Section III – Evaluation and Qualification Criteria.
ITT 34.2	The invitation to tender is extended to the following group that qualify for Reservations – This Tender is reserved for Citizen Contractors
F. Award of Contract	
ITT 41.1	<p>The maximum percentage by which quantities may be increased is: 25%</p> <p>The maximum percentage by which quantities may be decreased is: unlimited. Kenya Pipeline Company Limited reserves the right to reduce quantities in accordance with Regulation 78(4) (f) of the Public Procurement & Assets Disposal Regulations 2020.</p>

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 49.1	<p>The Adjudicator proposed by the Procuring Entity is N/A.</p> <p>The procuring entity and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract</p> <p>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 at the High Court of Kenya.</p>
ITT 50.1	<p>The procedures for making a procurement related complaint are detailed in the “Notice of Intention to Award the contract” herein and are also available from PPRA website www.ppra.go.ke</p> <p>If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to:</p> <p>For the attention: General Manager Supply chain Kenya Pipeline Company Limited P.O BOX 73442-00200 Kenpipe Plaza, Sekondi Road Industrial Area website www.kpc.co.ke <u>Email: email@kpc.co.ke</u></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <p>(i) the terms of the Tender Documents; and</p> <p>(ii) the Procuring Entity’s decision to award the contract.</p>

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1. General Provision

Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:

- a) For construction turnover or financial data required for each Year-Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
- b) Value of single Contract-Exchange rate prevailing on the date of the contract signature.
- c) Exchange rates shall be taken from the publicly available source identified in the ITT. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.

This section contains the criteria that the Employer shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity should use **the Standard Tender Evaluation Report for Goods and Works** for evaluating Tenders.

Evaluation and contract award Criteria

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender. The tender that (i) meets the qualification criteria, (ii) has been determined to be substantially responsive to the Tender Documents, and (iii) is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

2. Preliminary examination for Determination of Responsiveness

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other requirements in the ITT, and that the tender is complete *in all* aspects in meeting the requirements of “*Part 2–Procuring Entity's Services Requirements*”, including checking for tenders with unacceptable errors, abnormally low tenders, abnormally high tenders and tenders that are front loaded. The Standard Tender Evaluation Report for Goods and Works for evaluating Tenders provides clear guidelines on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered irresponsive and will not be considered further.

Evaluation criteria

Mandatory Requirements for Preliminary Evaluation Criteria

Citizen Contractors incorporated and registered in Kenya shall be the main Contractors. KPC shall sign the Contract with the main Contractor only.

Preliminary Evaluation Criteria

	Preliminary Requirement/Criterion	Necessary Form To Be Dully Filled Signed And Submitted	Complied /Not Complied
1.	Certificate of Incorporation/ Registration	Forms ELI – 1.1 and form ELI1.2 and attach copy of certificate of incorporation	
2.	Local firms shall provide valid KRA Tax Compliance Certificate. The certificate shall be verified using the online Tax Compliance		

	Checker		
3.	Original Tender Security of Kshs 500,000.00 from a bank Registered in Kenya or from an Insurance Company approved by PPRA. Valid for 212 days from the date of tender opening.		
4.	Citizen contractors shall provide a valid CR12 Form		
5.	Manufacturers Authorizations & Warranty form for Aluminium Dome Roof on manufacturer's letterhead signed and stamped for all the equipment including a valid official email address and contact person for lead contractor.	Letter of Authorization from the Manufacturer of Aluminium Dome Roof.	
6.	Duly filled, dated, stamped, and signed Form of Tender. The Tenderer must prepare this Form of Tender on its letterhead clearly showing the Tenderer's complete name and business address for lead contractor.	Form of Tender	
7.	Self-Declaration that the Person/ Tenderer Is Not Debarred In The Matter Of The Public Procurement And Asset Disposal Act 2015 for all firms.	Forms SD1,	
8.	Self-Declaration that the Person/Tenderer Will Not Engage In Any Corrupt or Fraudulent Practice for all firms.	Form SD2	
9.	Commitment to the Code of Ethics/ Fraud and Corruption for all firms.	Forms SD3	
10.	Duly filled confidential business questionnaire for all firms.		
11.	Duly filled signed and stamped certificate of independent tender determination form for all firms. <i>*(Bidders shall ensure that they Tick either Option (a) or (b) of Clause 5 in this form)</i>		
12.	The written confirmation of authorization to sign on behalf of the Tenderer for all firms shall consist of a Power of Attorney signed by at least one Director (Signed by the Donor and a Donee) and certified by a Commissioner for Oaths. Sole Proprietorships and Companies with single shareholder/directors are exempt from this requirement		
13.	Registration with National Construction Authority. Provide valid NCA with valid annual practicing license.	Mechanical -NCA-1 Electrical – NCA-1 complete with EPRA A1 Certificate	
14.	Site Visit Certificate for lead contractor (stamped by KPC representative on site).		
15.	Citizen Contractors wishing to Sub-Contract part of the work may do so only to Local Contractors, shall submit a Sub-Contractor agreement. <i>The</i>		

	<p><i>agreement must indicate the works to be carried out by the sub-contractor.</i></p> <ul style="list-style-type: none"> Note this is not applicable for Contractors bidding independently. A sub-contractor shall not sign agreement with more than one lead contractor. The maximum number of subcontractors agreements shall be two. 		
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Subcontractors

Subcontractors must meet the following minimum criteria, here in listed.

Item No.	Description of Item	Minimum Criteria to be met
1	Subcontractors	The Sub-Contractor shall be Local contractors only.
		Subcontract Agreement – Indicating the works to be carried out by the subcontractor (<i>The agreement must clearly indicate the works to be carried out by the sub-contractor</i>)
		Certificate of Incorporation/ Registration
		CR 12 form
		Valid KRA Tax Compliance Certificate (for local firms) The certificate shall be verified using the online Tax Compliance Checker
		Self-Declaration that the Person/ Tenderer Is Not Debarred in The Matter of The Public Procurement and Asset Disposal Act 2015.
		Self-Declaration that the Person/Tenderer Will Not Engage in Any Corrupt or Fraudulent Practice.
		Commitment to the Code of Ethics/ Fraud and Corruption
		Duly filled confidential business questionnaire
		Duly filled signed and stamped certificate of independent tender determination form.
		Provide copy of the NCA-1 certificate relevant for the works to be carried out as specified in the agreement.

(Failure to meet the above Mandatory Preliminary requirements will lead to automatic disqualification and bidders will not proceed to the next stage of evaluation)

3. Evaluation of Technical aspects of the Tender

The main Contractor or Sub-Contractor shall submit documentary proof of compliance with the following technical evaluation criteria.

Technical Evaluation Criteria

1	<p>Experience and Past Performance Bidders shall use the following forms. FORM EXP - 4.1 FORM EXP - 4.2</p>	Complied	Did not Comply
	<p>The bidder shall provide proof of: Experience and past performance</p> <ul style="list-style-type: none"> Bidders shall provide proof of having supplied, installed, and commissioned at least 2No. Aluminium Geodesic Dome Roof in the last 10 years. 		

	<p>ii. Bidders shall provide proof of having completed rehabilitation of 2 No oil storage tanks of not less than 25 metres in accordance with API 653. The tanks should have been constructed to API 650</p> <p>The documentary proof shall be in the form of completion certificate originating from the client detailing the capability of the contractor in supplying and installation of Aluminum Dome Roof as per requirement in API 650, API 653, EEMUA and NFPA 11&30, Completion Certificates from the clients and any other documentary evidence showing that the tanks were constructed meets the criteria above.</p>		
2	Tank Design		
	<p>The bidder shall provide a typical Dome Roof tank design and calculations based on API 650, Eleventh Edition (June 2007) Section 5 or latest edition on the tank design and using the preliminary data provided in this document. The bidder shall assume the responsibilities of the purchaser where required in API 650. The bidder will provide design for the firefighting system, foam bladder tank sizing, foam chamber sizing, Submit design drawing from the proposed manufacturer. The roof design conforms to EI/JIG1530 latest edition. Submit design of inlet diffuser for the tank of 4,500m³/hr.</p> <p>Note 1: The tank to be repaired is an aboveground cylindrical tank constructed to API 650 Standard and used for storage of DPK product.</p> <p>Note 2: Design approval will be given once the contract has been signed.</p>		
3	Financial Capability Bidders shall use the following forms. FORM FIN – 3.1 FORM FIN- 3.3		
	Bidder shall provide proof of having a minimum annual financial turnover of US \$5 million during any one of the last 7 years. The documentary evidence shall be audited certified accounts. The auditors valid annual practicing license must be submitted.		
4	Key Personnel Bidders shall use the following forms. FORM PER - 1 FORM PER 2 Attach copies of notarized certificates and licenses for all personnel listed below.		
	<p>Project Manager Bidder shall provide detailed curriculum vitae of two members of staff (prime and alternate) for the position of Project Manager. He/she shall be a holder of a bachelor's degree in mechanical engineering and have Professional certification with a minimum of 10 years work experience in management of a construction site in tank design, construction, testing and commissioning in the petroleum industry and supervised installation of at least 3 No Geodesic Aluminum dome roof projects. Their certificates should be attested/notarized by appropriate authorities in country of origin.</p> <p>Health, Safety and Environment (HSE) Officer The Bidder shall provide detailed curriculum vitae of two members of staff for the position of HSE officer. He/she shall be the holder of the relevant certificate in HSE matters and have at least 10 years active experience in HSE matters in the oil & gas industry.</p> <p>Welders The bidder shall provide names and copies of certificates of at least 12 No. welders who have 6G qualifications to ASME IX or API 1104 or equivalent.</p>		

QA/QC Officer

Since the scope of works will entail complete tank bottom replacement, demolition of existing floating roof and installation of dome, the bidder shall provide name and curriculum vitae of two QA/QC personnel with minimum qualification of a diploma in any technical discipline with certification in Non-destructive testing (NDT). The personnel shall have a minimum of ASNT Level III certification in radiography and liquid penetrant techniques, API653 & 570

Instrumentation and Controls Engineer

For design, configuration, and integration of PLC for the motorized valves to be installed for operation of the modified firefighting and supply of High - High switch necessary after the installation of the Dome roof, the tenderer shall submit two candidate who is a holder of bachelor's degree in electrical/Instrumentation Engineering and have Professional certification. Their certificates should be attested/notarized by appropriate authorities in country of origin. Locals should have valid EPRA license A1 and valid Professional certification with Minimum experience of 10 years in tank design and construction including appurtenances (attach copies of certificates).

Cathodic Protection Engineer

For design, configuration, and integration for the cathodic protection of tank since the tank will have complete replacement of tank bottom plate the tenderer shall provide name and detailed curriculum vitae of members of staff who have experience in tank cathodic protection and NACE (CP-4). The candidate should be a holder of a bachelor's degree in engineering and have Professional certification. Their certificates should be attested/notarized by appropriate authorities in country of origin. Should be NACE level 3 certified, 10 years' Experience in tank CP construction. Submitted certificates shall be verified through the ASNT website. (Attach copies of certificates).

Aluminum Dome Assembly Technician

For tank Dome roof design and installation, the bidder shall provide names and detailed and signed curriculum vitae of 3No members of staff from the Aluminum Geodesic Dome Roof manufacturer who have supervised installation of 5No dome roofs. The candidates must be holders of a degree in Engineering and certification certified by the Manufacturer.

UT Technician

The Tenderer shall provide names and detailed curriculum vitae of one members of staff who are UT equipment operator with ASNT qualification in ultrasonic and electromagnetic testing Level 3. Submitted certificates shall be verified through the ASNT website.

Aluminum Dome Assembly Fitters

The bidder shall provide 6No members and detailed and signed curriculum vitae of members of staff with the holders of Trade Test Certification in Fitting and work experience of assembling at five number Aluminum Geodesic Dome Roof.

Painters

Bidder shall provide detailed curriculum vitae of 7 No members of staff with Proficiency certificate in painting.

5	Equipment Bidders shall use the following forms. Form EQU																																																										
	Availability of Key Equipment The Tenderer should note that construction works may be carried out simultaneously therefore Tenderer shall provide proof of ownership of the following equipment shall comply. <table><tr><th>Equipment Type and Characteristics</th><th>No.</th></tr><tr><td>Mobile Crane with boom with a reach of over 25m</td><td>1</td></tr><tr><td>Welding generators capable of welding E-7018 4mm electrodes as a minimum</td><td>9</td></tr><tr><td>Air Compressor >250 CFM</td><td>3</td></tr><tr><td>NDT equipment</td><td>2</td></tr><tr><td>Scaffolds</td><td>3</td></tr><tr><td>Spray painting pot</td><td>2</td></tr><tr><td>Breathing Air Equipment</td><td>2</td></tr><tr><td>Oxy-Acetylene Equipment</td><td>4</td></tr><tr><td>Holiday test equipment</td><td>2</td></tr><tr><td>Vacuum box</td><td>2</td></tr><tr><td>Explosimeter</td><td>1</td></tr><tr><td>Elcometer (Paint Thickness Gauge)</td><td>1</td></tr><tr><td>Precision measurement tools for positioning of dome roof</td><td>1</td></tr><tr><td>Portable fire extinguishers i.e., 2No foam, 2No dry powder and 1No CO2</td><td>4</td></tr><tr><td>Concrete Mixers – 0.4 cum</td><td>2</td></tr><tr><td>Scaffolding</td><td>1 set</td></tr><tr><td>Painter bucket/manlift</td><td>3</td></tr><tr><td>Two-Way Radios</td><td>4</td></tr><tr><td>Vibrators Assorted</td><td>1</td></tr><tr><td>Roller Compactor</td><td>1</td></tr><tr><td>Water tanker</td><td>1</td></tr><tr><td>Trucks with minimum capacity of 17 tons</td><td>1</td></tr><tr><td>ACFM Inspection tool</td><td>2</td></tr><tr><td>Air extractors</td><td>6</td></tr><tr><td>Tank jack equipment</td><td>9</td></tr><tr><td>Lifting equipment, slings, wire ropes, Shackles, Tirlfors, Chain-blocks etc.</td><td>3 set</td></tr><tr><td>Sludge pumps</td><td>2</td></tr></table> <p>a) Proof of availability shall be either a) Ownership of the equipment b) Ability to hire or lease equipment. Proof of availability of the key equipment shall be in the form of ownership by submitting equipment purchase receipts, invoice, calibration certificates or any other documentary proof of ownership. OR b) Demonstration of ability to hire by attaching valid certified copy of agreement / letter of intent to hire from the lessor, signed by both parties. The lessor shall provide the tenderer with proof of ownership of the equipment as per specification in (a) above.</p>	Equipment Type and Characteristics	No.	Mobile Crane with boom with a reach of over 25m	1	Welding generators capable of welding E-7018 4mm electrodes as a minimum	9	Air Compressor >250 CFM	3	NDT equipment	2	Scaffolds	3	Spray painting pot	2	Breathing Air Equipment	2	Oxy-Acetylene Equipment	4	Holiday test equipment	2	Vacuum box	2	Explosimeter	1	Elcometer (Paint Thickness Gauge)	1	Precision measurement tools for positioning of dome roof	1	Portable fire extinguishers i.e., 2No foam, 2No dry powder and 1No CO2	4	Concrete Mixers – 0.4 cum	2	Scaffolding	1 set	Painter bucket/manlift	3	Two-Way Radios	4	Vibrators Assorted	1	Roller Compactor	1	Water tanker	1	Trucks with minimum capacity of 17 tons	1	ACFM Inspection tool	2	Air extractors	6	Tank jack equipment	9	Lifting equipment, slings, wire ropes, Shackles, Tirlfors, Chain-blocks etc.	3 set	Sludge pumps	2		
Equipment Type and Characteristics	No.																																																										
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Spray painting pot	2																																																										
Breathing Air Equipment	2																																																										
Oxy-Acetylene Equipment	4																																																										
Holiday test equipment	2																																																										
Vacuum box	2																																																										
Explosimeter	1																																																										
Elcometer (Paint Thickness Gauge)	1																																																										
Precision measurement tools for positioning of dome roof	1																																																										
Portable fire extinguishers i.e., 2No foam, 2No dry powder and 1No CO2	4																																																										
Concrete Mixers – 0.4 cum	2																																																										
Scaffolding	1 set																																																										
Painter bucket/manlift	3																																																										
Two-Way Radios	4																																																										
Vibrators Assorted	1																																																										
Roller Compactor	1																																																										
Water tanker	1																																																										
Trucks with minimum capacity of 17 tons	1																																																										
ACFM Inspection tool	2																																																										
Air extractors	6																																																										
Tank jack equipment	9																																																										
Lifting equipment, slings, wire ropes, Shackles, Tirlfors, Chain-blocks etc.	3 set																																																										
Sludge pumps	2																																																										
6	Material Availability																																																										
	The bidder shall provide availability of materials for tank bottom plate repair in form of proforma invoice and mill certificates as per the tender document.																																																										
7	Paint Data Sheet																																																										
	The bidder shall submit material data sheets for the paints to be used. The submitted data sheet shall conform to the paint specifications contained in Table of the scope of works, supported by manufacturer’s brochure of paint.																																																										

	1st Coat, 2nd Coat and Top-Coat, Specification for paint. The Bidder shall clearly indicate the page number and paragraph in the paint brochure or data sheet that clearly matches the specification in Table referred above.		
8	Programme and Methodology of Works		
	<p>a) The bidder shall provide a reasonable draft program in MS Project with Cashflow projection detailing various work milestone as per the scope of works. The Gantt chart shall list milestones of the project activities (procurement of materials, installation of the Aluminum Geodesic Dome Roof, replacement of tank bottom plate, repair of the tanks, testing & commissioning of the tank).</p> <p>b) The bidder shall provide comprehensive works methodology incorporating the following as a minimum:</p> <ol style="list-style-type: none"> i. A Health, Safety and Environment Policy. ii. A Job Safety Plan (JSP) relevant to the job. iii. Methodology for demolition of external floating roof & transportation iv. Methodology for installation of Aluminum Geodesic Dome Roof v. Methodology for Calculation of the Roof Load Distribution, Buoyancy, Wind Load, Structural Analysis and Seal Contact Force when repairing tank by converting from external floating roof (EFR) to dome roof. vi. Methodology for installation of firefighting system vii. Methodology for modification of the existing tank gauging, MRT (multiple resistance transmitters) pipe and dipping hatches to suit the new accessories for tank dipping and gauging in accordance with the provisions of the new tank Aluminum dome roof construction. viii. Methodology for repair of tank shell and bottom. ix. Methodology to carry out Tank Plate Thickness Calculation during tank repair. x. Methodology for Cathodic Protection Design Calculation during tank repair. xi. Methodology for painting tank internal, external and Calculation for the Paint Coverage for repairing tank 		
9	Quality Control Plan QCP		
	<p>Bidder shall submit quality control plan (QA/QC) for the works that shall comprise the following:</p> <ol style="list-style-type: none"> i. QA/QC plan for demolition of external floating roof. & transportation ii. QA/QC plan for installation of Aluminum Geodesic Dome Roof iii. QA/QC plan for welding works comprising the installation of the firefighting systems and mechanical repairs of the tank bottom and shell. iv. QA/QC plan for the painting works. v. QA/QC plan for Cathodic Protection vi. QA/QC plan for the commissioning of the tank after installation of dome roof and repair of the tank including hydro-test of the tanks as per API 650 		

Note: Tenderer shall submit duly filled and signed Forms EXP 4.1, 4.2(a) & 4.2(b) complete with completion certificate or work order issued by the Client for each project.

Note: Tenderer shall submit duly filled and signed Forms PER -1& PER-2 complete with Relevant Certificates as per each criterion.

Note: Tenderer shall submit duly filled and signed Form EQU complete with relevant proof of ownership e.g., purchase invoice, receipts, sale/purchasing agreement, etc. For lease of equipment, proof of ownership as above shall be obtained from the lessor and must be submitted with the specified Forms.

Note: Tenderer shall submit duly filled and signed Forms FIN 3.1, 3.2, 3.3. and 3.4 complete with copies

of audited accounts for the last 2 years.

Note: Validity of the annual practicing license and certificate shall be verified using the NCA website.

- 4 Tender Evaluation (ITT 34) Price evaluation:** in addition to the criteria listed in ITT 34.2 (a)–(d) the following criteria shall apply:

A detailed evaluation shall be carried out on the Bills of Quantities and Schedule of Rates submitted by the bidders in the tender documents. The lowest evaluated bidder shall be recommended for award subject to meeting each of the conditions set out in the post qualification criteria.

a) Cashflow projection

The Bidder shall submit a detailed cash flow projection for the project detailing payment requirements as per various milestones aligned to the project activities.

b) The Bills of Quantities

Tenders may be quoted in Kenya Shillings, USD, GBP or EUROS

	Description	UoM	Rate	Quantity	Amount (indicate the currency)
A	Preliminary and General				
A1.	Allow for mobilization of Contractor's equipment and personnel.	LS	LS	1	
A2.	Allow for insurance of works in accordance with the conditions of contract.	LS	LS	1	
A3.	Allow for prequalification of welders in accordance with Section IX of the ASME code and this specification.	LS	LS	1	
A4.	Allow for demobilization of Contractor's equipment and personnel.	LS	LS	1	
A5.	Allow for any other preliminary items not included above or elsewhere in the schedule of prices, and specify below: -	LS	LS	1	
A6.	Sub-Total (A1+...+A5)				
B	Design, Manufacture & Supply of Aluminium Dome Roof, Associated Firefighting System.				
B1.	Allow for design, manufacture and supply of Aluminium dome roof complete with accessories in accordance with the specifications	LS	LS	1	
B2.	Allow for design modification of firefighting system in accordance with the specifications	LS	LS	1	
B3.	Allow for supply of High-High switch suitable for operation of a Dome roof tank	LS	LS	1	
B4.	Sub-Total (B1+...+B4)				
C	Installation of Aluminium Dome Roof, Modification of Firefighting System, Tank High -High level switch and Tank inlet Diffuser.				

	Description	UoM	Rate	Quantity	Amount (indicate the currency)
C1.	Allow for dismantling and removal of the existing external floating roof complete with its accessories	LS	LS	1	
C2.	Allow for modification on the tank shell including adjustment of top landing platform other adjustment to existing tank appurtenances to suit installation of the Aluminium dome roof in accordance with the specifications				
C3.	Allow for assembly, erection, and installation of Aluminium dome roof on the tank complete with the dome roof walkway and other roof appurtenance as detailed in the specifications	LS	LS	1	
C4.	Allow for modification of tank gauging and dipping hatch installations to suit the design of the dome roof in accordance with the specifications	LS	LS	1	
C5.	Allow for supply of material, construction, testing and commissioning of fire water deluge system for Aluminium dome roof for the tank in accordance with the applicable standards and the specifications	LS	LS	1	
C6.	Allow for supply of materials, construction, testing and commissioning of foam supply system for the tank in accordance with the applicable standards and the specifications	LS	LS	1	
C7.	Allow for rehabilitation and testing of existing tank sprinkler system for the tank in accordance with the applicable standards and the specifications	LS	LS	1	
C8.	Allow for supply of High -High switch, power and instrumentation & control cables, cable trays, fittings, piping, and fasteners and install, terminate, test and commission the level switch in accordance with manufacturers recommendations and KPC PLC system in accordance with specifications.	LS	LS	1	
C9.	Allow for supply of materials and tie-in of firefighting system for both water cooling and foam system for the tank.	LS	LS	1	
C10.	Allow for design and supply of material for construction and installation of tank inlet diffuser complete with requisite fittings and fasteners.	LS	LS	1	
C11.	Allow for supply of potable water to test dome deluge system and sprinkler system	LS	LS	1	
C12.	Sub-Total (C1+...+C11)				
D	Mechanical Repair of Tank Bottom				
D1.	Allow for removal of existing condemned floor plates in accordance with the specifications	LS	LS	1	

	Description	UoM	Rate	Quantity	Amount (indicate the currency)
D2.	Allow for installation of new replacement bottom & sketch plates 8.0mm thick ASTM A283 Gr. C (or equivalent) in accordance with the specifications	LS	LS	1	
D3.	Allow for installation of new replacement annular plates 10mm thick ASTM A-36 steel insert plates in accordance with the specifications	LS	LS	1	
D4.	Allow for installation of new tank floor sumps in accordance with the specification.	LS	LS	1	
D5.	Allow for jacking the tank for replacement of annular ring plates in accordance with the specifications	LS	LS	1	
D6.	Allow for installation of 3No tank floor sumps	LS	LS	1	
	Mechanical Repair of Tank Shell				
D7.	Fill weld pitted areas of the shell internally, externally including wind girders in accordance with the specifications	m ²		30	
D8.	Carry our repairs on butt welds and bottom-to-shell fillet welds in accordance with the specifications as detailed in clauses 2.3.27 and 15 and the requirements of API 653 Section 9.6.	m		150	
D9.	Carry out insert repair of shell in accordance with the specifications as detailed in clauses 2.3.28 and 15 and the requirements of API 653 Section 9.2. (Provisional)	m ²		50	
D10.	Allow for insert repair on primary wind girder in accordance with the specifications	LS	LS	1	
D11.	Allow for insert repair on secondary wind girder in accordance with the specifications	LS	LS	1	
D12.	Allow for repair of the spiral ladder in accordance with the specifications.				
D13.	Allow for supply, installation and testing of foam system and tank cooling system using motorized valves in accordance with the specifications.	LS	LS	1	
D14.	Allow for cutting and reinstatement of door sheet in accordance with the specification. (Provisional)	LS	LS	1	
D15.	Allow for supply of new 3-inch gate valves for tank drain.	No		3	
D16.	Allow for supply of 6-inch blind flange to cover the shell nozzle for decommissioned roof drain.				
D17.	Sub-Total (D1+...+D16)				
E	Grit Blasting and Painting of Tank shell and Bottom and other Appurtenances				
E1.	Allow for grit blasting of tank external shell including the inlet, outlet nozzles and other shell	LS	LS	1	

	Description	UoM	Rate	Quantity	Amount (indicate the currency)
	nozzles and manway covers in accordance with the specifications				
E2.	Allow for repair, if any, for the spiral stairway, landings and any other corrosion damage on the shell in accordance with the specifications	LS	LS	1	
E3.	Allow for supply and application of the primer on the shell external and all accessories in accordance with the specifications	LS	LS	1	
E4.	Allow for supply and application of the intermediate coat on the primed shell in accordance with the specifications	LS	LS	1	
E5.	Allow for supply and application of the Final coat to cover the 1 st coat on the shell in accordance with the specifications	LS	LS	1	
E6.	Allow For tank labelling in accordance with the specifications	LS	LS	1	
E7.	Allow for the grit blasting, supply and application of primer and the 2No coats for the primary and secondary wind girder, spiral stairway, water draw off points and other shell appurtenances in accordance with the specifications	LS	LS	1	
E8.	Allow for the grit blasting, supply and application of primer and the 2No coats for all foam and water risers and other accessories in accordance with the specifications	LS	LS	1	
E9.	Allow for grit blast and epoxy paint tank shell internals including: (measured) appurtenances in accordance with the specifications. (a) Tank bottom floor (b) Tank internal shell – 1 st Shell course (c) Tank internal shell – 1.5m below curb angle	LS	LS	1	
E10.	Sub-Total (E1+...+E9)				
F	Civil Works				
F1.	Supply materials for repair of tank pad (internals) in accordance with the specifications	LS	LS	1	
F2.	Allow for repair of tank pad shoulder in accordance with the specifications.	LS	LS	1	
F3	Allow for demolition and repair of bund wall for tie-in of the firefighting system in accordance with specifications.	LS	LS	1	
F4	Allow for design, supply of materials and construction of valve chamber(s) for the operation of the modified firefighting system for the tank in accordance to specifications.	LS	LS	1	
F5	Allow for reinstatement works on tank farm cabro damaged during the works to as found condition.	LS	LS	1	
F6	Sub-Total (F1+...+F5)				

	Description	UoM	Rate	Quantity	Amount (indicate the currency)
G1	Hydrotest and Commissioning				
G2.	Allow for hydro-test of the tank after repair in accordance with the specifications as detailed in clauses 2.3.33 and 16.	LS	LS	1	
G3.	Allow for commissioning of the tank in accordance with the specifications as detailed in clauses 2.3.34 and 19.	LS	LS	1	
G4.	Allow for supply of new bolts, gaskets, and other consumables for commissioning of the tank.	LS	LS	1	
G5	Sub-Total (G1+...+G4)				
H	Summary Cost of works (A+B+C+D+E+F+G)				
I	Allow Contingency Sum at 5% of Item H				
J	Total Value =(H+I)				
K	VAT at 16% of J.				
	Total Contract Price				

Day Work Schedule

The Tenderer shall submit the following Day Work Schedules:

- a) Equipment
- b) Personnel

The Contractor shall be paid using the day work rate for works that shall be done outside the scope of this Contract and shall have obtained prior approval from Accounting Officer of Procuring Entity which shall be paid from provisional sum.

5. Post qualification and Contract award (ITT 38.1), more specifically,

The tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions.

(Bidders shall fill in Form CON-2)

a) History of non-performing contracts:

Tenderer and each member of JV in case the Tenderer is a JV, shall demonstrate that non-performance of a contract did not occur because of the default of the Tenderer, or the member of a JV in the last Three (3) Years 2020-2023. The required information shall be furnished in the appropriate form.

b) Pending Litigation

Financial position and prospective long-term profitability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under Paragraph (i) above if all pending litigation will be resolved against the Tenderer. Tenderer shall provide information on pending litigations in the appropriate form.

c) Litigation History

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last

Three (3) Years 2020-2023. All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the years specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

SECTION IV - TENDERING FORMS

1. FORM OF TENDER

INSTRUCTIONS TO TENDERERS

- i) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.*
- ii) *All italicized text is to help Tenderer in preparing this form.*
- iii) *Tenderer must complete and sign and TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE, CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER, all attached to this Form of Tender.*
- (iv) *The Form of Tender shall include the following Forms duly completed and signed by the Tenderer.*
 - a) *Tenderer's Eligibility-Confidential Business Questionnaire*
 - a) *Certificate of Independent Tender Determination*
 - c) *Self-Declaration of the Tenderer.*

Date of this Tender submission: *[insert date (as day, month and year) of Tender submission]* **ITT No.:**
.....*[insert number of ITT process]*

Alternative No.: *[insert identification No if this is a Tender for an alternative]*

To: *[insert complete name of Procuring Entity]*

- a) **No reservations:** We have examined and have no reservations to the tendering document, including Addenda issued in accordance with ITT 9;
- b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITT 4;
- c) **Tender-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing Declaration or Proposal-Securing Declaration in Kenya in accordance with ITT 4.7;
- d) **Conformity:** We offer to provide the Maintenance services in conformity with the tendering document of the following: *[insert a brief description of the Maintenance services];*
- e) **Tender Price:** The total price of our Tender, excluding any discounts offered in item (f) below is: *[Insert one of the options below as appropriate]*

Option 1, In case of one lot: Total price is: [insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies];

Or

Option 2, in case of multiple lots: (a) Total price of each lot [insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]; and (b) Total price of all lots (sum of all lots) [insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];

- f) **Discounts:** The discounts offered and the methodology for their application are:
 - i) The discounts offered are: *[Specify in detail each discount offered.]*

- ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;
- g) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS 19.1 (as amended if applicable) from the date fixed for the Tender submission deadline (specified in TDS 23.1 (as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- h) **Performance Security:** If our Tender is accepted, we commit to obtain a Performance Security in accordance with the tendering document;
- i) **One Tender Per Tenderer:** We are not submitting any other Tender (s) as an individual Tenderer, and we are not participating in any other Tender (s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT 4.3, other than alternative Tenders submitted in accordance with ITT 14;
- j) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA. Further, we are not ineligible under Kenya's official regulations or pursuant to a decision of the United Nations Security Council;
- k) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state- owned enterprise or institution]/[We are a state-owned enterprise or institution but meet the requirements of ITT 4.6];*
- l) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity].*

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

- m) *[Delete if not appropriate, or amend to suit]* We confirm that we understand the provisions relating to Standstill Period as described in this tendering document and the Procurement Regulations.
- n) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Form of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- o) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Most Advantageous Tender or any other Tender that you may receive; and
- p) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
- q) **Collusive practices:** We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent Tender Determination” attached below.
- r) **Code of Ethical Conduct:** We undertake to adhere by the Code of Ethical Conduct for Suppliers, Contractors and Service Providers, copy available from *(specify website)* during the procurement

process and the execution of any resulting contract.

- s) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:
- a) Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.
 - b) Certificate of Independent Tender Determination - to declare that we completed the tender without colluding with other tenderers.
 - c) Self-Declaration of the Tenderer- to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in

“Appendix 1- Fraud and Corruption” attached to the Form of Tender.

Name of the Tenderer: *.....*[insert complete name of person signing the Tender]*

Name of the person duly authorized to sign the Tender on behalf of the Tenderer:

.....***[insert complete name of person duly authorized to sign the Tender]*

Title of the person signing the Tender: *[insert complete title of the person signing the*

Tender] **Signature of the person named above:***[insert signature of person whose name and*

capacity are shown above] **Date signed**.....*[insert date of signing]* **day of**.....*[insert*

month], [insert year]

i) TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instruction to Tenderer

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV*. Tenderer is further reminded that it is an offence to give false information on this Form.

a) Tenderer's details

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	
2	Reference Number of the Tender	
3	Date and Time of Tender Opening	
4	Name of the Tenderer	
5	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
6	Current Trade License Registration Number and Expiring date	
7	Name, country and full address (<i>postal and physical addresses, email, and telephone number</i>) of Registering Body/Agency	
8	Description of Nature of Business	
9	Maximum value of business which the Tenderer handles.	
10	State if Tenders Company is listed in stock exchange, give name and full address (<i>postal and physical addresses, email, and telephone number</i>) of state which stock exchange	

General and Specific Details

b) Sole Proprietor, provide the following details.

Name in full _____ Age _____

Nationality _____ Country of Origin _____

Citizenship _____

c) Partnership, provide the following details

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

d) **Registered Company**, provide the following details.

i) Private or public Company _____

ii) State the nominal and issued capital of the Company: -

Nominal Kenya Shillings (Equivalent) _____

Issued Kenya Shillings (Equivalent) _____

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

(e) **DISCLOSURE OF INTEREST-Interest of the Firm in the Procuring Entity.**

i) Are there any person/persons in.....(*Name of Procuring Entity*)
who has/have an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

	Names of Person	Designation in the Procuring Entity	Interest or Relationship with Tenderer
1			
2			
3			

ii) **Conflict of interest disclosure**

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
	contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the such Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.		

f) Certification

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name_____

Title or Designation_____

(Signature)

(Date)

ii) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the _____
[Name of Procuring
Entity] for: _____ [Name and number of
tender] in response to the request for tenders made by: _____ [Name of Tenderer]
do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of _____ [Name of Tenderer] that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) Has been requested to submit a Tender in response to this request for tenders;
 - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [TICK one of the following, as applicable]:
 - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor; ☐
 - b) The Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements; ☐
6. In particular, without limiting the generality of paragraphs (5) (a) or (5) (b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) methods, factors or formulas used to calculate prices;
 - c) the intention or decision to submit, or not to submit, a tender; or
 - d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5) (b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5) (b) above;
8. the terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5) (b) above.

Name _____

Title _____

Date _____

*[Name, title and signature of authorized agent of Tenderer and
Date]*

(iii) SELF-DECLARATION FORMS

FORM SD 1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

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 (*insert name of the Company*) who is a Bidder in respect of **Tender No.** for.....(*insert tender title/description*) for..... (*insert name of the Procuring entity*) and duly authorized and competent to make this statement.
- 2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
- 3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

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

Bidder Official Stamp

FORM SD2

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I, of P. O. Box.....being a resident
of.....in the Republic of.....do hereby
make a statement as follows: -

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of.....
..... (*insert name of the Company*) who is a Bidder in respect of **Tender**
No...... for (*insert tender title/description*) for
..... (*insert name of the Procuring entity*) 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 has not been requested to pay any inducement to any member of the Board,
Management, Staff and/or employees and/or agents of (*insert name of the*
Procuring entity) 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..... (*name of the procuring entity*).
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other
bidders participating in the subject tender
5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

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

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I..... (person) on behalf of (*Name of the Business/Company/Firm*)
.....declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized
signatory.....

Sign.....

Position.....

Office address.....

Telephone..... E-mail.....

Name of the
Firm/Company.....

Date.....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name.....

Sign.....

Date.....

iv) **APPENDIX 1-FRAUD AND CORRUPTION**

(Appendix 1 shall not be modified)

1. Purpose

The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act (*no. 33 of 2015*) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

2. Requirements

The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

Kenya's public procurement and asset disposal act (*no. 33 of 2015*) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:

- 1) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
- 2) A person referred to under subsection (1) who contravenes the provisions of that sub-section commits an offence;
- 3) Without limiting the generality of the subsection (1) and (2), the person shall be: -
 - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
 - b) if a contract has already been entered into with the person, the contract shall be voidable;
- 4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
- 5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement: -
 - a) Shall not take part in the procurement proceedings;
 - b) Shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
 - c) shall not be a subcontractor for the tenderer to whom was awarded contract, or a member of the group of tenderers to whom the contract was awarded, but the subcontract or appointed shall meet all the requirements of this Act.
- 6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
- 7) If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5) (a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.

In compliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
 - i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v) “obstructive practice” is:
 - deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.
- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:

"fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- c) Rejects a proposal for award¹ of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority(ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
- e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect² all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
- f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

¹*For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in A consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.*

²*Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies there of as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.*

2 TENDERER INFORMATION FORM

[The Tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: [insert date (as day, month and year) of Tender submission].

ITT No.: _____ *[insert number of Tendering process]*

Alternative No.: _____ *[insert identification No if this is a Tender for an alternative]*

1. Tenderer's Name <i>[insert Tenderer's legal name]</i>
2. In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i>
3. Tenderer's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Tenderer's year of registration: <i>[insert Tenderer's year of registration]</i>
5. Tenderer's Address in country of registration: <i>[insert Tenderer's legal address in country of registration]</i>
6. Tenderer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Certificate of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4. <input type="checkbox"/> In case of JV, Form of intent to form JV or JV agreement or MOU, in accordance with ITT 4.1. <input type="checkbox"/> A current tax clearance certificate or tax exemption certificate in case of Kenyan tenderers issued by the the Kenya Revenue Authority in accordance with ITT 4.14. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 4.6 documents establishing: •• Legal and financial autonomy • Operation under commercial law • Establishing that the Tenderer is not under the supervision of the agency of the Procuring Entity
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. NOT APPLICABLE

OTHER FORMS

3. TENDERER'S JV MEMBERS INFORMATION FORM

[The Tenderer shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Tenderer and for each member of a Joint Venture]].

Date..... *[insert date (as day, month and year) of Tender submission]*

ITT No.: *[insert number of Tendering process]*

Alternative No.: *[insert identification No if this is a Tender for an alternative]*

1. Tenderer's Name: <i>[insert Tenderer's legal name]</i>
2. Tenderer's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Tenderer's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Tenderer's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Tenderer's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Tenderer's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Certificate of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT 4.6.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership -NOT APPLICABLE

FORM OF TENDER SECURITY-[Option 1–Demand Bank Guarantee]

Beneficiary: _____

Request for Tenders No: _____

Date: _____

TENDER GUARANTEE No.: _____

Guarantor: _____

1. We have been informed that _____ (here inafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here inafter called" the Tender") for the execution of _____ under Request for Tenders No. ("the ITT").
2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.
3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:
 - (a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
 - b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]

TENDER GUARANTEE No.: _____

1. Whereas [*Name of the tenderer*] (hereinafter called “the tenderer”) has submitted its tender dated [*Date of submission of tender*] for the [*Name and/or description of the tender*] (hereinafter called “the Tender”) for the execution of under Request for Tenders No. _____ (“the ITT”).
2. KNOW ALL PEOPLE by these presents that WE of [**Name of Insurance Company**] having our registered office at (hereinafter called “the Guarantor”), are bound unto [*Name of Procuring Entity*] (hereinafter called “the Procuring Entity”) in the sum of (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Sealed with the Common Seal of the said Guarantor this ____ day of _____ 20 ____.

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:
 - a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or
 - b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers (“ITT”) of the Procuring Entity's Tendering document.

then the guarantee undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[Date]

[Witness]

[Signature of the Guarantor]

[Seal]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

FORM OF TENDER - SECURING DECLARATION

[The Tenderer shall fill in this Form in accordance with the instructions indicated.]

Date:.....[date (as day, month and year)] ITT No.:.....[number of Tendering process] Alternative No.:.....[insert identification No if this is a Tender for an alternative] To:.....[complete name of Procuring Entity] We, the undersigned, declare that: We understand that, according to your conditions, Tenders must be supported by a Tender-Securing Declaration.

We accept that we will automatically be suspended from being eligible for Tendering or submitting proposals in any contract with the Procuring Entity for the period of time of *[number of months or years]* starting on *[date]*, if we are in breach of our obligation(s) under the Tender conditions, because we:

- a) Have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or
- b) Having been notified of the acceptance of our Tender by the Procuring Entity during the period of Tender validity, (i) fail to sign the Contract agreement; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITT.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Tenderer; or (ii) twenty-eight days after the expiration of our Tender.

Name of the Tenderer* _____

_____ Name of the person duly authorized to sign the Tender on

behalf of the Tenderer** _____

_____ Title of the person signing the Tender _____

_____ Signature of the person named above _____

_____ Date signed _____ day of _____.

*: In the case of the Tender submitted by joint venture specify the name of the Joint Venture as Tenderer

** : Person signing the Tender shall have the power of attorney given by the Tenderer attached to the Tender

[Note: In case of a Joint Venture, the Tender-Securing Declaration must be in the name of all members to the Joint Venture that submits the Tender.]

QUALIFICATION FORMS

2 FOREIGN TENDERERS 40% RULE

Pursuant to ITT 3.9, a foreign tenderer must complete this form to demonstrate that the tender fulfils this condition.

ITEM	Description of Work Item	Describe location of Source	COST in K. shillings	Comments, if any
A	Local Labor			
1				
2				
3				
4				
5				
B	Sub contracts from Local sources			
1				
2				
3				
4				
5				
C	Local materials			
1				
2				
3				
4				
5				
D	Use of Local Plant and Equipment			
1				
2				
3				
4				
5				
E	Add any other items			
1				
2				
3				
4				
5				
6				
	TOTAL COST LOCAL CONTENT		XXXXX	
	PERCENTAGE OF CONTRACT PRICE			

3 FORM EQU: EQUIPMENT

The Tenderer shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Tenderer.

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Tenderer.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

4 **FORM PER-1** Tenderer's/Contractor's

Representative and Key Personnel Schedule

Tenderers should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

Tenderer's/Contractor' Representative and Key Personnel.

1.	Title of position: Contractor's Representative	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
2.	Title of position: [_____]	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
3.	Title of position: [_____]	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
4.	Title of position: [_____]	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
5.	Title of position: <i>[insert title]</i>	
	Name of candidate	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>

Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
--	---

5 FORM PER - 2:

Resume and Declaration - Contractor's Representative and Key Personnel.

Name of Tenderer _____

Position [#1]: <i>[title of position from Form PER-1]</i>		
Personnel information	Name:	Date of birth:
	Address:	E-mail:
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>	
Details	Address of Procuring Entity:	
	Telephone:	Contact (manager / personnel officer):
	Fax:	
	Job title:	Years with present Procuring Entity:

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Project	Role	Duration of involvement	Relevant experience
<i>[main project details]</i>	<i>[role and responsibilities on the project]</i>	<i>[time in role]</i>	<i>[describe the experience relevant to this position]</i>

Declaration

I, the undersigned..... *[insert either "Contractor's Representative" or "Key Personnel" as applicable]*, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Tender:

Commitment	Details
Commitment to duration of contract:	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>
Time commitment:	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>

I understand that any misrepresentation or omission in this Form may:

- a) be taken into consideration during Tender evaluation;
- b) result in my disqualification from participating in the Tender;
- c) result in my dismissal from the contract.

Name of Contractor's Representative or Key Personnel: _____ *[insert name]*

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Tenderer:

Signature: _____

Date: (day month year): _____

TENDERERS QUALIFICATION WITHOUT PREQUALIFICATION

To establish its qualifications to perform the contract in accordance with Section III, Evaluation and Qualification Criteria the Tenderer shall provide the information requested in the corresponding Information Sheets included hereunder.

6 FORM EL I -1.1

Tenderer Information

Form

Date: _____

ITT No. and title: _____

Tenderer's name
In case of Joint Venture (JV), name of each member:
Tenderer's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Tenderer's actual or intended year of incorporation:
Tenderer's legal address [in country of registration]:
Tenderer's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Certificate of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4 <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 4.1 <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 4.6, documents establishing: <ul style="list-style-type: none">• Legal and financial autonomy• Operation under commercial law• Establishing that the Tenderer is not under the supervision of the Procuring Entity 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. -NOT APPLICABLE

7. FORM ELI - 1.2

Tenderer's JV Information Form

(to be completed for each member of Tenderer's JV)

Date: _____

ITT No. and title: _____

Tenderer's JV name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
<p>1. Attached are copies of original documents of</p> <p><input type="checkbox"/> Certificate of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 4.4.</p> <p><input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT 4.6.</p> <p>2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. – NOT APPLICABLE</p>

8 FORM CON -2

Historical Contract Non-Performance, Pending Litigation and Litigation

History. Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> Contract non-performance did not occur since 1 st January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 st January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, requirement 2.1			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and Kenya Shilling equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Procuring Entity: <i>[insert full name]</i> Address of Procuring Entity: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.			
<input type="checkbox"/> Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.			

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
		Contract Identification: _____ Name of Procuring Entity: _____ Address of Procuring Entity: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
		Contract Identification: Name of Procuring Entity: Address of Procuring Entity: Matter in dispute: Party who initiated the dispute: Status of dispute:	
Litigation History in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4. <input type="checkbox"/> Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Entity: <i>[insert full name]</i> Address of Procuring Entity: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Entity" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

9. FORM FIN –3.1:

Financial Situation and Performance

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

6.4.1. Financial Data

Type of Financial information in _____ (currency)	Historic information for previous _____ years, _____ (amount in currency, currency, exchange rate*, USD equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

*Refer to ITT 15 for the exchange rate

15. Sources of Finance

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of finance	Amount (Kenya Shilling equivalent)
1		
2		
3		

Financial documents

The Tenderer and its parties shall provide copies of financial statements for _____ years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

- a) reflect the financial situation of the Tenderer or in case of JV member, and not an affiliated entity (such as parent company or group member).
- b) Be independently audited or certified in accordance with local legislation.
- c) Be complete, including all notes to the financial statements.
- d) Correspond to accounting periods already completed and audited.

Attached are copies of financial statements² for the _____ years required above; and complying with the requirements

²If the most recent set of financial statements is for a period earlier than 12 months from the date of Tender, the reason for this should be justified.

16 FORM FIN –3.2:**Average Annual Construction Turnover**

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

Annual turnover data (construction only)			
Year	Amount Currency	Exchange rate	Kenya Shilling equivalent
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>		
Average Annual Construction Turnover *			

* See Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2.

17. FORM FIN -3.3:**Financial Resources**

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contractor contracts as specified in Section III, Evaluation and Qualification Criteria.

Financial Resources		
No.	Source of financing	Amount (Kenya Shilling equivalent)
1		
2		
3		

18. FORM FIN -3.4:**Current Contract Commitments / Works in Progress**

Tenderers and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

No.	Name of Contract	Procuring Entity's Contact Address, Tel,	Value of Outstanding Work [Current Kenya Shilling /month Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [Kenya Shilling /month]
1					
2					
3					
4					
5					

19. FORM EXP - 4.1

General Relevant Work Experience

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____ Page _____ of

_____ pages

Starting Year	Ending Year	Contract Identification	Role of Tenderer
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	

20. FORM EXP - 4.2 (a)

Specific Work and Management Experience

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount				Kenya Shilling
If member in a JV or sub-contractor, specify participation in total Contract amount				
Procuring Entity's Name:				
Address:				
Telephone/fax number				
E-mail:				
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:				
1. Amount				
2. Physical size of required works items				
3. Complexity				
4. Methods/Technology				
5. Construction rate for key activities				
6. Other Characteristics				

21. FORMEXP- 4.2 (b)

Work Experience in Key Activities

Tenderer's Name: _____

Date: _____

Tenderer's JV Member Name: _____

Sub-contractor's Name³ (as per ITT 34): _____

ITT No. and title: _____

All Sub-contractors for key activities must complete the information in this form as per ITT 34 and Section III, Evaluation and Qualification Criteria, Sub-Factor 4.2.

1. Key Activity No One:

Information				
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount	Kenya Shilling			
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i) x (ii)
Year 1				
Year 2				
Year 3				
Year 4				
Procuring Entity's Name:				
Address: Telephone/fax number E-mail:				

2 Activity No. Two

3.

³*If applicable*

SCHEDULE FORMS

*[The Tenderer shall fill in these Forms in accordance with the instructions indicated. The list of line items in column1 of the **Activity Schedules** shall coincide with the List of Maintenance services specified in the Procuring Entity's Requirements.]*

WORK SCHEDULES AND SPECIFICATIONS

The Specifications and Priced Activity Schedules

Date: _____,

ITT No: _____,

Alternative No: _____

1	2	3	4	5	6	7
Service Line/ Package	Description of Services	Units	Delivery Date	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6)
<i>[insert number of the Service]</i>	<i>Maintenance service</i>	<i>[Insert number of such services required].</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units]</i>	<i>[insert unit price per unit]</i>	<i>[insert total price per unit]</i>
E.g. Service Line No. 1						
No 2						
No 3						
No 4						
Service Package No 1						
Service Package No 2						
Service Package No 3						
Service Package No 4						

1	2	3	4	5	6	7
Service Line/ Package	Description of Services	Units	Delivery Date	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6)
Total Tender Price						

Name of Tenderer *[insert complete name of Tenderer]* Signature of Tenderer *[signature of person signing the Tender]* Date *[insert date]*

1 Method Statement

[Procuring Entity shall provide main features of the expected method of carrying out the contract, including indicating the material, personnel and equipment inputs].

4. OTHERS – TIME SCHEDULE (not applicable)

(to be used by Tenderer when alternative Time for Completion is invited in ITT 14.2)

5. NOTIFICATION OF INTENTION TO AWARD

[This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender.]

[Send this Notification to the Tenderer's Authorized Representative named in the Tenderer Information Form]

1) For the attention of Tenderer's Authorized Representative Name:*[insert Authorized Representative's name]*

Address:*[insert Authorized Representative's Address]*

Telephone numbers:*[insert Authorized Representative's telephone/fax numbers]*

Email Address:*[insert Authorized Representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION: This Notification is sent by: *[email/fax]* on *[date]* (local

time) **Procuring Entity:***[insert the name of the Procuring Entity]*

Contract title:*[insert the name of the contract]*

ITT No:*[insert ITT reference number from Procurement Plan].*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) Request a debriefing in relation to the evaluation of your Tender, and/or
- b) Submit a Procurement-related Complaint in relation to the decision to award the contract.

(i) The successful Tenderer

Name:	<i>[insert name of successful Tenderer]</i>
Address:	<i>[insert address of the successful Tenderer]</i>
Contract price:	<i>[insert contract price of the successful Tender]</i>

(ii) Other Tenderers **[INSTRUCTIONS: insert names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out.]**

Name of Tenderer	Tender price	Evaluated Tender price (if applicable)
<i>[insert name]</i>	<i>[insert Tender price]</i>	<i>[insert evaluated price]</i>

[insert name]	[insert price] Tender	[insert evaluated price]
[insert name]	[insert price] Tender	[insert evaluated price]
[insert name]	[insert price] Tender	[insert evaluated price]
[insert name]	[insert price] Tender	[insert evaluated price]

2) How to request a debriefing.

DEADLINE: The deadline to request a debriefing expires at midnight on [insert date] (local time).

You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:

Attention:[insert full name of person, if applicable]

Title/position:[insert title/position]

Agency:[insert name of Procuring Entity]

Email address:[insert email address]

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

3) How to make a complaint?

Period: Procurement-related Complaint challenging the decision to award shall be submitted by [insert date and time].

Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:

Attention: [insert full name of person, if applicable]

Title/position:[insert title/position]

Agency: [insert name of Procuring Entity]

Email address: [insert email address]

At this point in the procurement process, you may submit a Procurement-related Complaint

challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required to support the complaint.
5. The application must be accompanied by the fees set out in the Procurement Regulations, which shall not be refundable (information available from the Public Procurement Authority info@ppra.go.ke or at complaints@ppra.go.ke

4) Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on *[insert date]* (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above. If you have any questions regarding this Notification please don't hesitate to contact us. On behalf of the Procuring Entity:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

2 Request for Review

FORM FOR REVIEW (r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO..... OF.....20.....

BETWEEN

..... APPLICANT

AND

.....RESPONDENT (Procuring Entity)

Request for review of the decision of the..... (Name of the Procuring Entity ofdated the...day of20.....in the matter of Tender No.....of20..... for(Tender description).

REQUEST FOR REVIEW

I/We....., the above named Applicant(s), of address: Physical address..... P. O. Box No..... Tel. No.....Email, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds, namely:

- 1.
- 2.

By this memorandum, the Applicant requests the Board for an order/orders that:

- 1.
- 2.

SIGNED (Applicant) Dated on..... day of/...20.....

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on.....day of20.....

SIGNED

Board Secretary

3 LETTER OF AWARD

[Form head paper of the Procuring Entity] [date] To:[name and address of the Service Provider]

This is to notify you that your Tender dated *[date]* for execution of the *[name of the Contract and*

identification number, as given in the Special Conditions of Contract] for the Contract Price of the equivalent of *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by us (Procuring Entity).

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms included in Section X, Contract Forms, of the tender document.

Please return the attached Contract dully signed Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract

4 FORM OF CONTRACT [Form head paper of the Procuring Entity]

LUMP-SUM REMUNERATION

THIS CONTRACT AGREEMENT made the _____ [insert: **number**] day of _____ [insert: **month**], [insert: **year**].

BETWEEN

KENYA PIPELINE COMPANY LIMITED a limited liability company incorporated under the laws of the republic of Kenya whose registered office is Kenpipe Plaza, Sekondi Rd, off Nanyuki Rd, Industrial Area whose address is P.O. Box 73442-00200 Nairobi (hereinafter called “the Employer” which expression shall where the context so admits include its successors and assigns) of the one part.

AND

SERVICE PROVIDER’S FULL NAME whose registered office is (insert correct information) whose address is (hereinafter called “the Service Provider” which expression shall where the context so admits include its successors and assigns) of the other part.

WHEREAS Kenya Pipeline Company Limited desires to engage the Service Provider to supply, install, achieve Operational Acceptance of, and support the following System [insert: **brief description of the System**] (“the System”), and the Service Provider has agreed to such engagement upon and subject to the terms and conditions appearing below in this Contract Agreement for the Contract Price of (**insert correct information**) (**insert correct information**) inclusive of all taxes.

WHEREAS

- a) the Procuring Entity has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (herein after called the “Services”);
- b) the Service Provider, having represented to the Procuring Entity that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....**Insert Amount**.....;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:
 - a) This Contract Agreement and the Appendices attached to the Contract Agreement
 - b) All Addenda (if any)
 - c) Special Conditions of Contract
 - d) General Conditions of Contract
 - e) Letter of Acceptance
 - f) Letter of Notification of Award
 - g) Technical Requirements (including the approved Implementation Schedule)
 - h) The Contractor’s tender, form tender and original Price Schedules

The following Appendices: [Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]

Appendix A: Description of the Services – *Not used*

Appendix B: Schedule of Payments- *Provided in the SCC*

Appendix C: Subcontractors – *Not used*

Appendix D: Breakdown of Contract Price- *Provided in the price schedule*

2. The mutual rights and obligations of the Procuring Entity and the Service Provider shall be as set forth in the Contract, in particular:
 - a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - b) The Procuring Entity shall make payments to the Service Provider in accordance with the provisions of the Contract.
3. In consideration of the payments to be made by the Procuring Entity to the Service Provider as specified in this Agreement, the Service Provider hereby covenants with the Procuring Entity to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. That the Service Provider shall deliver the Works during the period commencing 14 days after Project Manager's instructions to commence and continuing through for a contract period of (Insert), which includes an Implementation Period of (Insert), and a defects liability period of (Insert),, or any other period as may be subsequently agreed by the parties in writing;
5. The Procuring Entity hereby covenants to pay the Service Provider in consideration of the execution and completion of the Works 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.
6. This agreement together with the documents listed under Clause 2 above shall form the entire agreement of the parties and any amendments shall only be effective if made in writing and executed in the same manner as this agreement.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Kenya on the day, month and year indicated above.

For and on behalf of *[name of Procuring*

Entity] [Authorized Representative

For and on behalf of *[name of Service*

Provider] [Authorized Representative]

[Note: If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the Members of the Service Provider

[name of member]

[Authorized

Representative]

PART II – PROCURING ENTITY'S REQUIREMENTS

SECTION VII - ACTIVITY SCHEDULE/ SPECIFICATIONS

1.1 Key Objective

The key objective of this Contract is to refurbish tank 14-TK-501, an external floating double deck roof tank used for storage of refined petroleum product (JET/), located at KPC KOSF Terminal (PS14). Generally, the scope of works shall comprise removal of the existing external Steel floating roof, installation of a new Aluminium dome roof, modification of the existing firefighting facility of the tank, gorging of existing tank bottom plate and replacement with new tank bottom plates and repair of shell and finally grit blasting and painting the tank's external shell and bottom plate and epoxy lining of entire tank bottom and 1st course shell. All the works shall be done in accordance with the detailed technical specifications contained herein and in accordance with the requirements of the applicable codes and standards.

1.2 Tank 14-TK-501 Design and Construction Details

Tank 14-TK-501 was designed in accordance with the requirements of API Standard 650.

The tanks design and construction details are as provided below.

	Description	Remarks
1.	Tank internal diameter (m)	62.69
2.	Tank height (m)	17.07
3.	Tank capacity (nominal) (m ³)	52,473
4.	Design pressure	Atmospheric
5.	Design temperature	30.0°C
6.	Max. Inlet Flow rate	8,250m ³ /hr
7.	Max. Outlet Flow rate	2,500m ³ /hr
8.	Top wind girder	Provided
9.	Stairway style	Spiral
10.	Ladder	Rolling ladder (roof access)
11.	Tank Shell Details	
11.1	Material of construction of shell	ASTM A36/A283 Gr.C
11.2	Design wind velocity (Km/hr)	160.8
11.3	Plate width, height & thickness	
	1 st Course (mm)	8000 x 2500 x 14.7
	2 nd Course (mm)	5600 x 2500 x 11.2
	3 rd Course (mm)	8000 x 2500 x 9.30
	4 th Course (mm)	6300 x 2500 x 8.00
	5 th Course (mm)	8000 x 2500 x 6.35
	6 th Course (mm)	6300 x 2500 x 6.35
	7 th Course (mm)	7100 x 2100 x 6.35
11.4	Weld Joints	Butt
12.	Tank Roof Details	
12.1	Type	Single deck full contact floating c/w primary and secondary seals
12.2	Material of construction of roof	ASTM A283 Gr.D or its equivalent - To be backed by documentary evidence on compatibility on Mechanical and Chemical Properties and any other specifications
12.3	Plate thickness (mm)	5.0
12.4	Roof manways (number & size)	2No. & 24inch Dia.
12.5	Roof Drain, size and type with shell	6" pipe with swivel joint

	nozzle	
12.6	Roof support-adjustable with 2m extension Legs	Yes
12.7	Manways for access to each bulkhead (pontoons)	18" Diameter
12.8	Gauge hatches No. and size	4 - 8"
13.	Tank Bottom Details	
13.1	Material of construction of bottom	ASTM A283 Gr.C or its equivalent - To be backed by documentary evidence on compatibility on Mechanical and Chemical Properties and any other specifications
13.2	Plate Thickness (mm)	8mm
13.3	Annular ring width & thickness (mm)	688 x 10
13.4	Material of construction of annular ring	ASTM A-36

1.3 The installation of the Aluminium dome roof, replacement of plates on the tank bottom and repair of shell and modification of the firefighting system shall all herein be referred to as “out of service maintenance” and shall be carried out based on guidelines in the latest editions of applicable standards.

2. General Scope of Works

The scope of works shall involve:

- 2.1.1 Removal of the existing external floating roof complete with the nitrogen suppression system, rolling ladder, primary and secondary seals and other related tank roof appurtenances
- 2.1.2 Design, manufacture, supply, installation and commission of clear span type Aluminium geodesic dome roof including making any modification on the tank shell and top platform necessary to effectively fit the dome roof.
- 2.1.3 Supply of materials and modification of the firefighting system to conform to the requirements of National Fire Protection Association (NFPA) codes 10, 11 and 30 for a fixed roof tank.
- 2.1.4 Supply of materials and modification of foam risers and testing outlets to suit routine testing of the foam system of the tank. Contractor to supply vapor membranes and other consumables for testing of all the foam pourers.
- 2.1.5 Supply of materials and tie-in, testing and commissioning of the new firefighting system for the tank.
- 2.1.6 Supply of materials for installation of tank high high level switch. This shall include but not limited to pipes, flanges, gaskets, bolts and nuts, cables, cable trays etc.
- 2.1.7 Design, supply of materials for construction and installation of tank inlet diffuser.
- 2.1.8 Repair of shell plate, spiral stairway, landing and weld defects as may be necessary.
- 2.1.9 Replacement of tank bottom plate including drain sumps and any other tank floor components.
- 2.1.10 Grit blasting and painting the external surface of the tank shell and all appurtenances thereto.
- 2.1.11 Grit blasting and epoxy painting of the entire tank bottom and internal 1st shell course and 2m from the top curb angle internally.
- 2.1.12 Carry out piping connections and supply of all consumables and fitting required to successfully carry out tank filling for hydrotest and draining the water after hydrotest. Finally, supply clean portable fresh water and clean the tank internal including flushing the entire shell with cleaning water to remove residual salts from hydrotest sea water.

2.2 Employer's Scope of Work shall include:

- 2.2.1 Isolation of the electrical and instrumentation and control power supply
- 2.2.2 Positive isolation of the tank inlet valves.
- 2.2.3 Initial tank cleaning of the tanks prior to handover to the Contractor
- 2.2.4 Issuance of work permits to the Contractor.
- 2.2.5 Supply sea water through the existing fire hydrant for carrying out hydrotest of the tank after repair.

2.3 The Contractor's Scope of Works shall include:

- 2.3.1 Taking relevant tank dimensions and measurements for the design, manufacture and successful installation of the Aluminium dome roof, firefighting facility and tank's new high level switch. This will be done while the tank is still in service.
- 2.3.2 Design of clear span structurally supported Aluminium geodesic dome roof for tank as per specification and the requirements of API 650 Appendix G and submission of the detailed drawings to the Engineer of the complete dome roof for compliance. However, it is the responsibility of the Contractor to install and commission the Aluminium roof dome for acceptance as per his design.
- 2.3.3 Manufacturing, transportation and delivery of quality materials (components/parts) for the assembly of the Aluminium dome roof and the firefighting system.
- 2.3.4 Dismantling, removal and transportation from site to disposal site at PS1 the existing external floating roof complete with-it accessories and appurtenance.
- 2.3.5 Assembly and installation of the dome structures and panels in accordance with the manufacturer's recommendations and sound and safe construction practices.
- 2.3.6 Modifications of the existing tank shell to allow for successful installation of the dome roof.
- 2.3.7 Modifications of the existing tank appurtenances to allow for successful installation of the dome roof.
- 2.3.8 Design modification and supply of the firefighting system to the tank to suit the requirements of a fixed dome roof tank in accordance with this specification and the applicable industry codes and standards.
- 2.3.9 Supply of materials and modification of the existing gauging, MRT pipe and dipping hutches to suit the new accessories for dipping and gauging in accordance with the provisions of the Aluminium dome roof.
- 2.3.10 Installation of dome roof deluge system, foam system suitable for extinguishing internal tank fire and refurbishment of existing shell sprinkler cooling system. The Contractor shall supply materials for the dome and shell cooling system that are corrosion resistant to sea water.
- 2.3.11 The Contractor shall design and modify the foam system for the tank from the existing floating roof design to one for fixed roof tank. The Contractor shall submit his design proposal to the Engineer for approval The apparatus shall be supplied with spares to allow testing and commissioning.
- 2.3.12 The Contractor shall supply all materials (i.e. but limited to cables, switches, motorized valves etc.) to tie-in, test and commission the tank cooling and foam system.
- 2.3.13 The Contractor shall construct the requisite valve chambers for the foam and deluge system for the tank.
- 2.3.14 The Contractor shall submit all the materials specification for the works for approval of the Engineer prior to placing order for their procurement.
- 2.3.15 Testing and commissioning of the dome roof in accordance with the specifications and manufacturer's recommendations.
- 2.3.16 Provision of the requisite equipment and tools for the erection and installation of the dome roof.

- 2.3.17 The Contractor shall supply all equipment and materials necessary to expeditiously carryout replacement of the tank bottom. These shall include but not limited to equipment to lift the tank and carry out complete tank floor replacement.
- 2.3.18 The Contractor shall gouge out the condemned bottom and/or annular plates.
- 2.3.19 The Contractor shall supply equipment for hot-cutting and shall cut and remove the condemned existing plates from the tank and dispose at the company scrap yard at PS1.
- 2.3.20 The Contractor shall prepare design drawing for the tank bottom layout for the approval of the Engineer before proceeding with fabrication of the bottom and annular ring plates.
- 2.3.21 The Contractor shall supply 8mm thick as per ASTM A573 G 70 steel plate or its equivalent for replacement of the bottom plates in accordance with the requirements of API 650.
- 2.3.22 The Contractor shall supply 10mm thick as per ASTM A573 G 70 steel plate or its equivalent for replacement of the annular ring plates in accordance with the requirements of API 650.
The Contract MUST submit to the Engineer Mill Test Certificates for the steel plates to be supplied and subsequently be used in renewal of the tank bottom which shall proof chemical and mechanical compatibility of the new steel plates with the existing tank plates prior to delivery to site.
- 2.3.23 The Contractor shall grit blast both sides of all new bottom plates to SA2.5 Swedish standard to remove the mill scale and prime the underside of the plates with a suitable corrosion resistant primer prior to installation and welding.
- 2.3.24 The Contractor shall fabricate, lay out, tack and weld the new replacement plates on the bottom plates and annular ring plates in accordance with the requirements of API 650 Section 7.0 and EEMUA specifications.
- 2.3.25 The Contractor shall set the slope of the tank bottom plates to ensure effective water drainage to the floor sumps is achieved.
- 2.3.26 The Contractor shall supply welding consumables, and all other materials for replacing the tank floor including equipment for carrying out applicable NDE as specified in API 650 and EEMUA.
- 2.3.27 The Contractor shall supply equipment and vacuum-test to 5 psi all newly installed tank bottom plate welds for leaks in accordance with requirement of API 650 Section 8 and undertake repairs as necessary.
- 2.3.28 Repair of pitted section of the tank shell both internally and externally including both primary and secondary winder girders, spiral stairway and platforms as may be determined by the API 653 Inspection Report recommendations.
- 2.3.29 Repair of defective butt welds, fillet welds on the tank shell as may be determined by the API 653 Inspection Report recommendations.
- 2.3.30 Replace condemned sections of the tank shell by insert repair method as may be determined by the API 653 Inspection Report recommendations.
- 2.3.31 Replace sections of the primary and secondary wind girders by insert method as may be determined by the API 653 Inspection Report recommendations.
- 2.3.32 Grit blasting and painting of the entire tank shell external surface, spiral stairway, platforms, wind girder, inlet and outlet tank nozzles, tank drain lines, foam risers, water risers and all other tank shell appurtenances.
- 2.3.33 Grit blasting and epoxy painting of the tank bottom and internal 1st shell course.
- 2.3.34 Labelling of the tank inlet, outlet, drain lines, KPC logo, updating of tank information box and any other labelling that may be required.
- 2.3.35 Hydrostatic testing of the tank after repair works in accordance with requirement of applicable standards and correcting any arising defects therein.
- 2.3.36 Supply of clean potable water to clean the entire tank internal surface, both shell and bottom, to remove salt residual from the sea water used in hydrotest.
- 2.3.37 Commission the tank including supply of new gaskets, bolts and nuts for shell manholes.
- 2.3.38 Reinstating the tank farm cabro works to as found condition and to the satisfaction of the Engineer.

2.3.39 Provision of qualified and experienced manpower to carry out all works contained in this contract.

3. Detailed Technical Specification

3.1 Applicable Standards and Codes

- (a) API 653 – Tank inspection, Repair, alteration and reconstruction
- (b) API 650 – Welded Steel Tank
- (c) API RP 2207 – Preparing tank bottoms for hot works
- (d) API 579 – Fitness for service
- (e) API 2015 – Requirements for safe entry and cleaning petroleum storage tanks
- (f) ASME Section IX – Code for Welding and Brazing
- (g) ASME (BPVC) Section V – Non-Destructive Examination
- (h) API 570 – Piping Inspection Code
- (i) API 580 – Risked Based Inspection
- (j) API 651 – Cathodic Protection of aboveground storage tanks
- (k) API 652 – Lining of Aboveground petroleum storage tanks bottom
- (l) ANSI/AWS D1.2 – Aluminium Structural Welding Code
- (m) NFPA 10
- (n) NFPA 11
- (o) NFPA 30
- (p) Other applicable NFPA Standards

3.2 Design of Aluminium Dome Roof

- 3.2.1 The enclosure shall be a dome structure conforming to the dimensions of the tank. The dome structure shall be a fully triangulated all Aluminium space truss complete with non-corrugated closure panels. It shall be clear span and designed to be self-supporting from the periphery structure. Primary horizontal thrust shall be contained by an integral tension ring. Full provisions shall be made to allow for thermal expansion.
- 3.2.2 The dome surface paneling shall be designed as a watertight system under all design load and temperature conditions. All raw edges of the Aluminium panels shall be covered, sealed, and firmly clamped with batten bars in an interlocking manner to prevent slipping or disengagement under all load and temperature changes. The batten to panel sealing must be accomplished with an extruded gasket in full engagement with the formed panel and batten. The gasket engagement detail shall prevent any wiping action between the panel and gasket. Panel attachment to the supporting frame using a lapped sheet joint is prohibited as per API 650 G.3.2 and Aluminium Association requirements for sheet metal work in building construction. Panels including peripheral flashing shall be of one-piece construction (as per API 650 G.4.2.4.1.) and shall not be assembled by means of welding riveting or otherwise.
- 3.2.3 The roof framing system shall be designed as a three-dimensional truss with moment-resisting joints. The design must consider the increased minor axis bending and compression induced in the framing members due to tension in the roof panels.
- 3.2.4 The structural analysis shall be performed to confirm API 650 and shall be submitted for our records.
- 3.2.5 The roof attachments & roof supports shall be as per API 650.
- 3.2.6 The design of welded components shall be done in accordance with the Aluminium Structural Welding Code ANSI/AWS D1.2.
- 3.2.7 Design Allowable stresses shall be as indicated in API 650.
- 3.2.8 The vertical loads transferred from the roof to the tank shall be in line with the tank support wall. The transfer of horizontal loads to the tank shall be minimized by means of low friction

slide supports. Radial forces applied to the tank shall not exceed 10% of the vertical reactions. The Manufacturer shall provide all supports to adequately distribute forces into the tank shell considering out-of-round conditions of tank and based on a design shell thickness.

- 3.2.9 Dissimilar materials which are not compatible shall be physically separated or insulated from each other by means of gaskets or insulating compounds.
- 3.2.10 Dome design shall incorporate access to tank gauging system, dipping, temperature, sampling hatches and other tank appurtenances as may be necessary in accordance with the requirements of API 650.
- 3.2.11 Dome design shall accommodate normal and emergency venting as per API 2000.
- 3.2.12 Dome roof shall be designed with an external walkway with a minimum width of 710mm (28inch) from the top landing platform to the apex (center) of the dome roof complete with protection railings (hand rail) for safe access to the dome center in accordance with the requirements of API 650.
- 3.2.13 Dome roofs shall be designed with 4No. (four) man-holes each measuring 0.8m by 0.8m to be located diagonal to each other and sufficiently near the edge of the dome roofs.

3.3 Materials for Aluminium Dome Roof

- 3.3.1 Triangulated dome frame struts: 6061-T6 Aluminium.
- 3.3.2 Triangular closure panels: 0.050" nominal thickness 3003-H16 Aluminium Sheet.
- 3.3.3 Triangular skylight panels if specified: 0.25" thick clear acrylic.
- 3.3.4 Perimeter tension/compression ring: 6061-T6 Aluminium.
- 3.3.5 Fasteners: 7075-T73 anodized Aluminium or Series 300 stainless steel not coated or plated steel material is to be used. Only stainless-steel fasteners to be used to attach Aluminium to steel.
- 3.3.6 The sealant (i.e., silicon sealant shall be Pecora or GE or equivalent) used on the domes should be of one-time application and last till the lifetime of the dome.
- 3.3.7 Gaskets: Silicone. The sealant used on the domes should be of one-time application and last till the lifetime of the dome without degradation of the physical and chemical properties.
- 3.3.8 Anchor Bolts: Series 300 stainless steel.
- 3.3.9 Dormers, doors, and hatches: 6061-T6, 5086-H34 or 5052-H36 Aluminium, 0.090" nominal thickness.
- 3.3.10 Provide triangular sky light panels as per standard. Any other fittings required for the Aluminium dome roof as per the standard shall be provided.
- 3.3.11 The Contractor shall provide a warranty on materials and workmanship for a specified period. As a minimum, the warranty shall provide assurance against defects in material, coatings and workmanship for a period of one (1) year.

3.4 Design Loads for Aluminium Dome Roof

3.4.1 Dome Design Loads

The dome frame and skin shall be designed in accordance with the "Specifications for Aluminium Structures" as published by the Aluminium Association and designed for full dead load plus live load in accordance with the following:

- a) Basic Live Load: 20 psf applied as per API 650-11th Edition, Addendum 2.
- b) Wind Velocity: as per API 650
- c) Seismic Zone: Zone III
- d) Internal Pressure: as per API 650

3.4.2 Panel Design Loads (not acting simultaneously with the above loads)

The Aluminium panels shall be secured to the dome frame to withstand the following vertical loads:

- a) Two concentrated loads of 250 pounds each, applied simultaneously on two separate one square foot areas of the panel.

4. Preliminary Works

4.1 Confirmatory Tank Measurements

- 4.1.1 The Contractor shall take all relevant measurements on the tank to ascertain the dimensional status of the tank in respect of the successful design, manufacture, erection and installation of the of the dome roof.
- 4.1.2 The contractor shall confirm Tank measurements which shall include but not limited to measuring the out of roundness/verticality or any other dimensions' measurement of the tank that the Contractor may require. All equipment required for this task shall be supplied by the Contractor.

4.2 Existing tank appurtenances

- 4.2.1 The Contractor shall design the dome roof to accommodate all the existing nozzles like level gauge, radar gauge, sampling etc., requisite platform and other installations.
- 4.2.2 The Contractor shall recommend to KPC for consideration and approval other modifications that in his professional opinion are necessary for the safe and effective installation and subsequent maintenance of the dome roof.
- 4.2.3 All such modifications shall be deemed to have been included in the Contractor's priced schedule of rates and shall not be paid for separately.

4.3 Work area

- 4.3.1 The Contractor shall verify for himself on the adequacy of the available working area within the tank farm bund wall for the purpose of site erection of the dome roof. The Contractor shall craft his method of assembling and installation of the dome roofs to comply with the site conditions and shall submit to KPC his proposal for approval.

4.4 Firefighting System

- 4.4.1 The Contractor shall assess with a view to modifying as necessary the existing firefighting system to the tanks to suit requirements of fire prevention for a fixed dome roof tank as outlined in applicable NFPA codes.

4.5 Storage of Materials and Equipment

- 4.5.1 All the contract equipment and materials to be supplied by the Contractor shall be delivered at the Employer's PS14 (Mombasa KOSF Terminal Industrial Area) for storage and shall be transported to the work site as and when required. The Contractor shall visit PS14 and together with the Employer identify a suitable location for storage of the equipment and materials.

4.6 Storage of dismantled floating roof

- 4.6.1 The Employer shall identify and notify the Contractor of a specific location in PS1 where the Contractor shall deliver the dismantled pieces of the floating roof and its accessories.

5. Preparatory Works

- 5.1 The Contractor shall mobilize services manpower; equipment and materials to carry out work as specified in this contract, and on completion of all works, demobilize all their resources from the site.
- 5.2 The Contractor shall furnish the employer with the requisite Job Safety Plan (JSP) for the works and obtain approval therein before commencements of the works.
- 5.3 The Contractor shall supply and install safety signboards with the following details and install them at location shown.

ATTENTION

“TANK REHABILITATION WORKS IN PROGRESS ADMITTANCE ONLY FOR AUTHORISED PERSONEL”

- 5.4 The Contractor shall supply all materials and erect a temporary changing/washing facility at a location to be shown by The Engineer.
- 5.5 The Contractor shall supply a temporary rest room (washroom) for his personnel during the period of the contract.
- 5.6 The Contractor shall erect barriers/install barrier tape around the works area throughout the duration of repair works.
- 5.7 The Contractor shall provide office space for his people on a site to be advised by the Engineer.
- 5.8 The Contractor will ensure all men concerned are medically fit of which medical certificates should be provided.
- 5.9 Insurance cover also shall be provided for all the men concerned (receipts for payment of the current premiums to be submitted to the Engineer).
- 5.10 The Contractor shall appoint a supervisor with requisite previous relevant experience; he should be conscientious and painstaking, have a good knowledge of the safety procedures required, and above all should have a very high sense of responsibility.

6. Tanks De-Gassing, Cleaning and Inspection

- 6.1 The Employer shall isolate electrical power from all apparatus/instruments on or connected to the tank and shall tag and lock them the “off” position.
- 6.2 The Employer shall isolate the tank positively from the pipe work prior to opening the tank manholes and wash outdoor.
- 6.3 The Employer shall drain all pipes connected to the tank prior to valve removal.
- 6.4 The Employer shall supply all bolts, gaskets and blinds for isolation of the tank pipework and shall drain all pipes connected to tank prior to the installation of blinds and spades.
- 6.5 The Employer shall install all blinds and spades during the tank and pipeline draining.
- 6.6 The Employer shall carry out the tank cleaning as per KPC internal tank cleaning procedure.
- 6.7 The Contractor shall perform the following preliminary tasks: -
 - 6.7.1 Receive the tank from the Employer and satisfy self of safe status of the tank; isolated, degassed and cleaned. Carry out pre-inspection of all the components before commencement of works.
- 6.8 Inspect and firm up the supply and installation of the Material for temporary support of the existing external floating roof during demolition. .
- 6.9 Inspect and firm up of the removal of the existing floating roof without any material deviation of the timelines.
- 6.10 Agree on a revised programme of works with the Engineer.
- 6.11 The Contractor shall present all their intended equipment with valid inspection certificates for use to the Employer’s Representative for inspection prior to commencement of works.
- 6.12 The Contractor shall remove and transport to a site shown by the Engineer the materials removed for storage:

- a) Parts of the disassembled existing roof
 - b) The floating roof seals.
 - c) Any other appurtenances or parts removed at this stage to make the working sites clear.
- 6.13 The Contractor shall supply and erect scaffold for use by himself, Employer and any Employer's Inspection agency(s) for the entire period of the contract. The scaffold will be full height of tank and constructed in accordance with scaffold erection requirements.
- 6.14 The Contractor and the Engineer shall ensure that the following facilities are available on site before work is begun.
- 6.14.1 Equipment store
A room or temporary shelter shall be available for storing all items, tools paint and protective clothing etc. as necessary. The site for erecting the same shall be indicated by the Engineer or his representative during mobilization.
- 6.14.2 Cleaning room
A well-ventilated room or shelter shall be provided, where clothing and equipment can be cleaned. However, if cleaning can be done out-doors, a room/shelter is not necessary and, in such circumstances, the cleaned equipment will be kept in the equipment store.
- It shall be the responsibility of the Contractor's supervisor to decide if a contaminated equipment or impermeable clothing may be adequately cleaned. If not, it shall be destroyed.
- 6.14.3 Change/washroom
A room, shelter or trailer, where men can change their clothing, wash and shower shall be required. The room shall be adequately equipped with items necessary for these purposes at the Contractor's expense.
- 6.14.4 Classified areas
Areas in which it is necessary to wear respiratory equipment shall be surrounded by ropes and pickets and "Mask Area" notices shall be displayed. This includes the cleaning room/area clearly marked to show the area for items to be cleaned and those to be destroyed. The site area may be arranged with the help of the relevant personnel of the Employer.
- 6.14.5 Work wear
"Street" clothes shall not be accepted, therefore, everyone involved with works shall have standard petroleum industry protective clothing subject to acceptance by KPC.

7. Dismantling of the Existing Floating Roof

7.1 Site Safety Plan

- 7.1.1 The Contractor shall submit to the Engineer for approval a site safety plan for dismantling of the existing external floating roofs complete with the tank roof seals and appurtenances.
- 7.1.2 The Contractor shall employ safe work methods that are least likely to result in fire incidents. Method employing use of hot works shall be approved by the Engineer after Contractor submission of acceptable fire prevention and firefighting plan.

7.2 Dismantling of existing tank appurtenances

- 7.2.1 The Contractor shall before dismantling the existing external float roof remove/dismantle the entire existing tank appurtenance attached to the floating roofs as may be necessary.

These shall include but not limited to the Nitrogen suppression system, rolling ladder and track, roof draining piping etc.

7.3 Equipment for dismantling floating roof.

7.3.1 The Contractor shall supply suitable and efficient equipment for dismantling the existing external floating roof and tank roof appurtenances. The equipment shall be suitable for safe cutting and lifting off the dismantled pieces of the floating roof out of the tank.

7.4 Method of dismantling of the floating roof

7.4.1 The Contractor shall submit to the Engineer for approval a detailed method statement detailing the procedure for dismantling and removal of the floating roof. The method statement shall include measures that the Contractor shall take to protect the tank shell, bottom and other tank appurtenances from damage. The proposed procedure shall factor in safety of other tanks and installations in the proximity of the tank being fitted with the Aluminium dome roof.

7.4.2 All damages inflicted on the tank shell and bottom by the Contractor shall be suitably repaired to the satisfaction of the Engineer in accordance with the applicable standards and shall be done at no cost to the employer.

7.5 Transportation of the dismantled floating roof

7.5.1 The Contractor shall load, transport and offload the dismantled pieces of the floating roof and roof appurtenances to a suitable site to be identified by the Engineer within PS1 Changamwe.

7.5.2 The Contractor shall provide suitable means of transport to carry the dismantled pieces and offloading equipment at the designed area.

7.5.3 The Contractor shall not overload the vehicles and shall ensure to comply with recommended axle load as specified in the applicable traffic Laws of Kenya.

7.6 Loading and off-loading of dismantled pieces

7.6.1 The Contractor shall use safe methods of loading and offloading the dismantled pieces to minimize risk of human injuries and/or damage to property.

8. Fabrication and Installation of Dome Roof

8.1 The Contractor shall perform the work described herein with Mechanical Artisans skilled and experienced in the fabrication and erection of Aluminium structures. All field work shall be directed by a Project Manager (qualified supervisor) who will remain on the job site from commencement until completion of works.

8.2 On-site re-fabrication of structural components or panels will not be accepted. Forcing of the structure to achieve fit-up during construction is expressly forbidden and not acceptable.

8.3 All sealant joints shall be tooled slightly concave after sealant is installed. Care shall be taken to keep sealant confined to joint area, and any outside of the joint shall be carefully removed so that the panels will be free from misplaced sealant. All gasket materials shall be continuous; splices will not be allowed.

8.4 The dome shall be leak tested by the Erector as described in API 650 G.10

8.5 Access to tank gauging, dipping, sampling and temperature hatches and any other critical tank appurtenance shall be included in the fabrication.

8.6 Roof manhole to enable inspection of the roof shall be provided.

8.7 The dome shall be installed with minimum of hot work.

9. Modifications of Tank Shell

9.1 Modification of tank top curb angle

- 9.1.1 The Contractor shall in consultation with KPC dismantle and remove existing plate/structure on the tank shell coming in the way of erection of Aluminium dome roof.

9.2 Top Landing Platform

- 9.2.1 The Contractor shall design and reconstruct the top land platform to suit the installed Aluminium dome roof.

9.3 Repair of Handrail and shell spiral ladder

- 9.3.1 The Contractor shall survey and repair damaged handrail (protection railing) round the tank shell and the shell spiral ladder in accordance with the requirements of API 650 and API 653 standards.

9.4 Repair of Primary and Secondary Wind Girder

- 9.4.1 The Contractor shall if found necessary repair any corrosion damage on both primary and secondary wind-girders by insert plates. The areas to be repaired shall be marked jointly by KPC and the Contractor.

10. Specification for Modification of the Tanks Firefighting System

10.1 Existing Fire Water Main Ring

- 10.1.1 The existing buried fire hydrant main ring located outside the tank farm bund wall is a pressurized 14" ANSI class 150 carbon steel line. Branch steel pipes supplying firewater to the tank sprinkler system have been connected to this main ring. Foam supply is by use of a single riser pipe connected to a ring pipe attached to the tank shell from which standpipes connected to the foam pourers are attached.

- 10.1.2 The Contractor shall determine based on existing design in accordance with the applicable NFPA codes and other applicable standards the capacity of the fire water deluge system for the Aluminium dome roof and the best method of tie-in (connecting) into the existing 14" fire main ring.

10.2 Contractor's Obligation

- 10.2.1 The Contractor shall carry out design modification on the existing firefighting system to the tank and shall supply all requisite materials, equipment and labour for the installation and testing of the deluge system and foam system suitable for a fixed roof tank.
- 10.2.2 The Contractor shall submit to the Engineer for record the design layout, calculations and construction methodology of the firefighting system accompanied with the bill of quantities detailing the pipes, fitting, valves, paintings and other work materials. The Contractor shall detail all material and equipment specifications and their origin for all items to be supply for this works.
- 10.2.3 The Contractor shall in his design for the firefighting system endeavor to utilize as much as is practical the existing support brackets for the riser pipes for sprinkler system and foam riser pipe to reduce the points of direct welding on the tank shell for the new system.

10.3 Scope of Work Comprising Modification of Firefighting System

- 10.3.1 The Contractor shall carry out design modifications to the existing firefighting system that was designed for external floating roof tank to one for fixed roof in accordance with the requirements of NFPA 11 and 30 and other applicable standards.
- 10.3.2 The firefighting system shall comprise of the firewater deluge system and foam system suitably designed and of sufficient capacity to meet the requirements of NFPA standards for the tank.
- 10.3.3 The Contractor shall supply and install the necessary foam system and deluge system to the tanks in accordance with applicable API and NFPA standards for fixed roof tank.
- 10.3.4 The design for the foam system shall ensure efficient extinguishing of internal tank fire and shall comprise of 6No foam inlet points diagonally located on the tank.
- 10.3.5 The foam inlets pipework to the tank shall originate from outside the tank bund wall. The Contractor shall supply materials and requisite valves in necessary for the foam system in accordance with the approved design.
- 10.3.6 The design for the deluge system shall ensure efficient cooling of the Aluminium dome roofs and the tanks shells in the event of an internal tank fire or from radiation heating from an adjacent tank on fire.
- 10.3.7 The Contractor shall tie-in the modified firefighting system to the existing fire main ring located outside the tank farm bund wall.
- 10.3.8 The Contractor shall test and commission the installed firefighting facility to the satisfaction of the Engineer.
- 10.3.9 The Contractor shall rehabilitate and test the existing tank shell sprinkler system to ensure that it is working effectively. All sprinklers shall be replaced and corrected piping replaced as may be applicable.

11. Specification for Civil works

- 11.1 The Contractor shall upon removing the existing condemned tank bottom and annular plates, repair the tank pad.
- 11.2 The Contractor shall supply all materials and equipment for repair of the tank pad.
- 11.3 The Contractor shall submit his proposed methodology of compacting the tank pad for the approval of the Engineer. The compaction level to achieved shall be such that the tank bottom will maintain the requisite gradient/slope when the tank is at full height without result in bottom settlement.
- 11.4 The Contractor shall supply all materials and repair damaged tank pad where bottom plates are removed. The disturbed tank pad shall be filled with bitumen/sand mix, filling the sub-base and compacting using mechanical/manual rollers.
- 11.5 The Contractor shall fill the gap between the tank bottom and tank foundation using bitumen/sand mix to the satisfaction of the Engineer.
- 11.6 The Contractor shall demolish and later reinstate the existing tankfarm bundwall to allow tie-in of the tank cooling and foam systems.
- 11.7 The Contractor shall repair the tank pad shoulder pad to as found condition.
- 11.8 The Contractor shall design, supply materials to construct valve chamber(s) for the modified firefighting system.
- 11.9 The Contractor shall supply materials and repair sections of the tank farm cabro floor arising from movement of equipment on site to as found condition upon completion of the works.

12. Specification for welding of firefighting pipework

- 12.1 The welding of the pipework and fittings shall be in accordance with ASME IX the Contractor shall prepare and submit all procedures for butt welds in a format which is compliant with same. Welders shall be qualified on the pipework for positions 2G-5G or 6G facilitate butt welds in all positions.

- 12.2 No welding shall be undertaken without the written approval of the Engineer of the procedures and the welders proposed by the Contractor. The written approval shall not relieve the contract of his responsibilities or obligations under the contract.
- 12.3 Only welders who have been pre-qualified in accordance with ASME IX against the agreed procedures, shall be employed on the works. No change in welding procedures or welders will be permitted, without the written approval of the Engineer. Copies of certificates for each welder shall be submitted to the Engineer and shall be retained on site for reference purposes. If for any reason to performance of standard of workmanship of any welder is not satisfactory then he shall be re-tested and the welder shall not be allowed to undertake any welding with respect to the works until re-qualified.
- 12.4 The Contractor shall ensure that a qualified welding inspector is on site at all times when;-
- a) Welding test procedure are being undertaken
 - b) Welding relating to the works is being undertaken.
- 12.5 The welding inspectors' qualifications and experience shall be submitted to the Engineer for approval and once approved the welding inspector shall not be changed without prior approval by the Engineer.
- 12.6 The Contractor shall make arrangement to ensure that each weld can be subsequently identified with the individual welder concerned.
- 12.7 The Engineer shall be afforded free and unimpeded access to the welding work at all times. The Contractor shall provide all the necessary facilities to comply with this requirement, including thoroughly cleaning the weld before inspection. The Engineer shall be at liberty to reject any welding work which does not comply with this specification and shall require the Contractor, at his expense, to undertake and complete all remedial measures to remedy a defective weld.
- 12.8 Welding on site shall proceed in a logical and organized manner and the Contractor shall clearly identify the proposals for the completion of all pipe laying/ pipe fitting installation within the shortest time period possible. The proposals must identify the number of weld to be deployed to undertake;
- i. Tack welding of the pipes
 - ii. 1st layer welding
 - iii. 2nd layer welding
 - iv. 3rd layer welding
- 12.9 The Contractor's attention is however drawn to the following:
- a) In conditions of high winds and/or rain the Contractor shall provide canvas wind breaks or shelter to prevent the undue chilling of the welds.
 - b) Neither the pipes nor fittings shall be used to form the arc with welding torch at the commencement of any welding operations.
 - c) All welds are to be visually inspected and subjected to Dye Penetration or MPT testing at the discretion of the Engineer. The Contractor shall provide all equipment and materials necessary to carry out the tests.
 - d) The Contractor shall submit to the Engineer daily reports on weld preparation, weld progress and detailed inspection sheets showing the results of all inspections made to each weld.

- 12.10 The Contractor shall protect against corrosion the portion of the piping to be buried if any. The Contractor shall submit for approval by the Engineer his methodology of protecting the pipes from corrosion.

13. Specification for Tie-in of Firefighting System

- 13.1 The Contractor shall design the firefighting systems to conform to the new tank configuration.
- 13.2 The Contractor shall supply new motorized valves for operation of the deluge for the Aluminium dome roof and the sprinkler system on the tank.
- 13.3 The designs shall comprise the laying of new instrumentation & control and power cabling to the newly installed valves.
- 13.4 The Contractor shall also design and install a new tank level gauging system suitable for an Dome Roof tank.
- 13.5 The Contractor shall design the PLC for the newly installed motorized valves and connect it to the existing system to allow for remote operation of the motorized valves.
- 13.6 The Contractor shall on the firewater main ring isolate the immediate upstream and downstream valves to the point of tie-in and then drain all the water in the section.
- 13.7 The point to be cut shall be identified and marked on the ring main.
- 13.8 Using suitable method, the first and the second cuts shall be made.
- 13.9 The Contractor shall make the necessary connections to tie-in the new firefighting system.
- 13.10 If the foam system will be upgraded, the Contractor shall make the necessary tie-in to the existing foam system as necessary and in accordance with the applicable standards and best practice.
- 13.11 The Contractor shall perform 100% radiography examination on the two weld joints.
- 13.12 Leak test shall be conducted on all the joints at the tie-in to ensure integrity of the joints.
- 13.13 The Contractor shall carry out tests on both the foam system and deluge system to the satisfaction of the Engineer.
- 13.14 The Contractor shall finally normalize the firewater main ring.
- 13.15 The Contractor shall supply, install and terminate both power and instrumentation cables for the valves.

14. Specification for Mechanical Replacement of Tank Bottom

- 14.1 The Contractor shall supply all equipment and materials necessary to expeditiously carryout replacement of the tank bottom. These shall include but not limited to equipment to lift the tank and carry out complete tank floor replacement.
- 14.2 The Contractor shall gouge out the condemned bottom and/or annular plates.

- 14.3 The Contractor shall supply equipment for hot-cutting and shall cut and remove the condemned existing plates from the tank and dispose at the company scrap yard at PS1.
- 14.4 The Contractor shall prepare design drawing for the tank bottom layout for the approval of the Engineer before proceeding with fabrication of the bottom and annular ring plates.
- 14.5 The Contractor shall supply 8mm thick as per ASTM A573 G 70 steel plate or its equivalent for replacement of the bottom plates in accordance with the requirements of API 650.
- 14.6 The Contractor shall supply 10mm thick as per ASTM A573 G 70 steel plate or its equivalent for replacement of the annular ring plates in accordance with the requirements of API 650.
The Contract MUST submit to the Engineer Mill Test Certificates for the steel plates to be supplied and subsequently be used in renewal of the tank bottom which shall proof chemical and mechanical compatibility of the new steel plates with the existing tank plates prior to delivery to site.
- 14.7 The Contractor shall grit blast both sides of all new bottom plates to SA2.5 Swedish standard to remove the mill scale and prime the underside of the plates with a suitable corrosion resistant primer prior to installation and welding.
- 14.8 The Contractor shall fabricate, lay out, tack and weld the new replacement plates on the bottom plates and annular ring plates in accordance with the requirements of API 650 Section 7.0 and EEMUA specifications.
- 14.9 The Contractor shall set the slope of the tank bottom plates to ensure effective water drainage to the floor sumps is achieved.
- 14.10 The Contractor shall supply welding consumables, and all other materials for replacing the tank floor including equipment for carrying out applicable NDE as specified in API 650 and EEMUA
- 14.11 The Contractor shall supply equipment and vacuum-test to 5 psi all newly installed tank bottom plate welds for leaks in accordance with requirement of API 650 Section 8 and undertake repairs as necessary.
- 14.12 The Contractor shall test the annular ring plates butt welds in accordance with requirement of API 650 Section 8. All tools and consumables shall be supplied by the Contractor.
- 14.13 The Contractor shall clean thoroughly by wire brush or otherwise, any identified weld faults or cracks, grind out the welds and re-weld using E-7018 welding electrodes. The repaired weld sections shall be re-tested as specified above. These tests shall be witnessed by the Employer's representative.
- 14.14 All new bottom plates shall be blasted to SA2.5 Swedish standard to remove the mill scale and primed on the underside prior to installation and welding.
- 14.15 The Contractor shall supply equipment and vacuum-test to 5 psi all tank bottom plate welds for leaks. The Contractor shall test the shell to bottom plate joints by DPT/ Diesel test. All tools and consumables shall be supplied by the Contractor. Butt weld joints that are found having corrosion attacks shall also be strengthened. (provisional)
- 14.16 The Contractor shall clean thoroughly by wire brush or otherwise, any identified weld faults or cracks, grind out the welds and re-weld using E-6013 welding electrodes. The repaired sections shall be re-tested as above. These tests shall be witnessed by the Employer's representative.
- 14.17 Welding of shell to bottom corner weld shall be done using low hydrogen electrode.
- 14.18 All leaking welds of the newly installed plates shall be repaired at Contractors cost.

14.19 The Contractor shall jack up the tank to carry out replacement of annular ring plates if so, advised by the Engineer.

14.20 The Contractor shall cut and afterwards reinstate a door sheet to the tank to allow for entry and removal of condemn floor plates if approved by the Engineer.

15. Specification for Repair of Tank Shell

15.1 The Contractor shall fill the pitted sections of the tank shell plates as marked on site. Payments shall be made as per the actual area of steel surface filled with weld.

15.2 For shell plate corrosion pits above the minimum allowable thickness as per the recommended standards or 50%; the Engineer shall give instructions to repair either by double butt welding or by insert repair method as per the applicable standards.

15.3 For insert repair method, adjacent plates shall be reinforced to minimize the buckling of the tank shell during cutting and welding and repair procedure should conform to applicable standards.

15.4 Inspection of welds for insert repairs shall conform to applicable standards.

15.5 The Contractor shall construct handrail round the top winder girder.

16. Specification for Tank Hydrostatic Testing

16.1 The Contractor shall submit to the Engineer the procedure to carry out the hydrostatic testing of the tank.

16.2 The Contractor shall also take tank settlement readings as recommended the API 653 and EEMUA No. 159 standards.

16.3 Applicable codes and standards shall be the latest edition of the following standards:
a) API Std 650 Section 5.3 - Welded Steel Tanks for Oil Storage
b) API 653 Section 12 and Appendix B - Tank Inspection, Repair, Alteration and Reconstruction

16.4 Test Medium

16.4.1 The test medium for hydrotest shall be sea water to be supplied by KPC. However, the contractor shall supply materials to construct a temporary fill line from the point of connection to the tank inlet nozzle. The contractor shall also supply fasteners for the hydrotest.

16.5 Tank Preparations

16.5.1 The tank shall be internally cleared of all debris, repair material residue and other deleterious matter prior to the hydrostatic test.

16.5.2 All welding on the tank shell, installation of the Aluminium dome roof shall be completed before the hydrostatic test can begin.

16.5.3 Prior to commencing with the test the Contractor shall provide written confirmation that the works and the inspections thereof have been completed with satisfactory results and that the tank is ready for hydrostatic testing.

16.6 Test Equipment and Materials

- 16.6.1 The Contractor shall supply all the necessary test equipment and materials. Generally, the following will be required:
- a) Pressure Gauges;
 - b) Man-way gaskets;
 - c) Temporary steel piping for filling and emptying the tank;
 - d) Valves
 - e) Pressure test reports;

16.7 Supply of Water for Hydrotest

- 16.7.1 The Employer shall provide sea water for the hydrotest.
- 16.7.2 The Contractor shall submit to the Engineer a Hydrotest Permit Request at least 4 weeks before the scheduled date. As an annexure to the request, the contractor shall submit detailed procedure for conducting the hydro test and shall include the following:
- a) Temporary piping layout and route from the identified source of the water to the tank for filling in and from the tank to the discharge point.
 - b) Safety plan for the hydrotest that shall include environmental protection measures.
 - c) Contingency Plans to minimize the effects of a leak during testing to deal with component failure, contain and recover the test medium or any other leaks or spills.

16.8 Tank Filling, Monitoring and Emptying during Hydrotest

- 16.8.1 The maximum tank fill rate shall be:
- a) The maximum tank fill rate specified for the tank, or
 - b) A rate that allows for adequate inspection time and uniform loading during the filling process.
- 16.8.2 At regular intervals during tank filling the Contractor shall:
- a) Visually inspect exterior of tank and appurtenances for signs of leaks.
 - b) Confirm that the fill rate does not exceed the rate specified.
- 16.8.3 The Contractor shall verify that the test height of water in the tank is the maximum design liquid level for the tank. The tank is to be filled up to the maximum design liquid level and held for a minimum of 24 hours.
- 16.8.4 The Contractor shall record time tank shall be full on the test report and begin the 24-hour test.
- 16.8.5 Monitoring of the tank shall be carried out jointly and all defects noted and documented for repair.
- 16.8.6 During the 24-hour test, the Contractor shall conduct the following checks every 4 hours and record the results on the test report.
- a) Check the tank shell, nozzles and blinds for leaks.
 - b) Visually check the tank foundation for signs of unusual settlement
- 16.8.7 At regular intervals during tank emptying the Contractor shall:
- a) Check that seal is moving smoothly and distance between roof and tank shell is consistent and within tolerances.
 - b) Confirm that the discharge rate does not exceed the rate specified.

16.9 Standards of Acceptability of Hydrotest

- 16.9.1 Tank shell shall exhibit no leaks and shall remain within the dimensional tolerances of API Std 650.

16.10 Records

16.10.1 The following documents shall be compiled/created throughout the tank hydrostatic test procedure.

- a) Tank drawings that must, as a minimum, identify:
 - i. Where the tank was isolated or blind flanged
 - ii. Location of fill and drain nozzles;
 - iii. Types, grades, sizes and rating of fittings and valves attached to tank;
 - iv. Maximum design liquid level;
- b) Copy of the Procedures certifying that the necessary steps have been completed;
- c) Copy of the Above Ground Tank Hydrostatic Test Report;
- d) Copy of the Hydrotest Permit Request form;
- e) Written description of any other issues associated with the tank hydrostatic test and any corrective actions taken.

16.11 Activities upon completion of Hydrotest

16.11.1 Upon completion of the hydrotest, the contractor shall

- a) Open up the tank shell manway to allow entry into the tank.
- b) Removal all the residual water in the tank and completely dry the tank.
- c) Conduct a joint inspection of the tank with the Engineer for acceptability of the result of the hydro-test.
- d) Remove all the temporary piping that was installed for the hydro-test.
- e) Blind all the tank shell man-ways and nozzles using new gasket materials.

17. Tank Calibration

17.1 On completion of hydro test and cleaning of the tank, Contractor shall allow Employer appointed inspection agency to carry out calibration of the tank prior to commissioning.

18. Specification for Painting System for External Tank Shell and Appurtenances

18.1 Applicable codes and standards shall be

- a) B.S. 5493 – code of practice for protective coating of iron and steel structures against corrosion
- b) B.S. 7079 – preparation of steel substrates before application of paints and related products
- c) SIS. 05-59-00 – preparation of steel substrates before application of paints and related products – visual assessment of surface cleanliness.
- d) Sa 2^{1/2} (ISO8501-1: 2007)

18.2 Requirement for paints and coatings

18.2.1 Paints to be used for external tank and piping works shall be marine paints manufactured to applicable ISO standards.

18.2.2 Paints to be used for internal tank surfaces shall be epoxy paint nonreactive to Jet A-1 and corrosion resistance giving a minimum service life of 10 years and shall be manufactured to applicable ISO standards.

18.2.3 All paints and coatings shall be approved by the Engineer and shall be procured from the same manufacturer.

18.2.4 The paints and coating shall not have exceeded their shelf life at the time of delivery neither shall they have deteriorated.

18.2.5 The Contractor shall store these products as per the manufacturer's recommendations.

18.2.6 All paints and coatings containers shall be clearly labeled giving the following information.

- a) Coating name
- b) Coating description
- c) Product name and identification code
- d) Mixing instruction

- e) Batch identification code
- f) Batch manufacture date
- g) Manufacturer's name
- h) Supplier's name (if different)
- i) Basic information and instructions:
 - Flammability
 - Ventilation/breathing equipment.
 - Skin contact
 - Spillage
 - Fire
- j) Clear reference to additional information sheet such as;
 - Coating data sheet
 - Application instruction sheet
 - Health and safety sheet

18.2.7 Each delivery of paint product must be accompanied by two complete sets of all relevant manufacturer's data sheets, application sheets and health and safety sheets.

18.3 Surface preparation

18.3.1 The entire tank shell surface shall be inspected for defects before starting any surface preparations. Some of the defects to be inspected for shall include but not limited to corrosion damage, surface laminations, mill scale, weld spatters, porous welds, arc strikes, weld undercuts and any surface irregularity that is likely to hinder correct surface preparation or the application of a satisfactory coating.

18.3.2 All surface contaminants such as mud, welding residues, hydrocarbons, salts etc. shall be removed by suitable method as provided for in BS 7079 prior to surface preparation.

18.3.3 The external shell surface and appurtenances shall then be cleaned by use of grit blasting (abrasive blast cleaning).

18.3.4 The grit for cleaning shall be clean, dry and of the correct particle size (working mix between G24 to G50 grit) to produce the profile specified for the coating to be applied and shall not leave any residue embedded in the profile of the blast cleaned surface. Expendable abrasive used for blasting shall be free of contaminants such as chlorides and other soluble salts and shall not contain metallic copper and they shall not be recycled. ***Sand shall not be used for blast cleaning.***

18.3.5 The typical anchor profile depth shall be between 1.5 to 4.0 mils. The profile pattern shall be sharp and angular.

18.3.6 Grit shall not be recycled.

18.3.7 The compressed air used for blasting cleaning shall be free of oil and condensed water and shall be supplied at a pressure of 7bars at each blast nozzle.

18.3.8 The Contractor shall also take measures to ensure that grit does not fly off the tank to the adjacent tanks and plant area while grit blasting. This shall be ensured by completely covering the areas being blasted with dust-proof material, erected approximately 2metres away from the tank shell, all around the tank and at a safe distance from the areas being blasted. Absolute care must be taken to avoid dust settling on the adjacent tanks.

18.3.9 All prepared surfaces shall be primed within four hours of the start of the surface preparation.

18.4 Preparation of coating (paints) materials

18.4.1 All coating materials shall be prepared in strict accordance with the manufacturer instruction.

18.5 Application of coating

18.5.1 Coating application shall be in accordance with the paint manufacturer's data sheet.

18.5.2 Coating shall be generally applied by airless or air atomizing spray as appropriate. Brushes may be used for touch-in repairs, stripe coating and the coating of small diameter pipework.

18.5.3 Coating shall be applied in a uniform layer, with each pass of the spray pattern overlapping by 50% onto the previous pass. The spray pattern shall be such that the coating is deposited in a solid, uniform, wet film, free of runs, sags, misses, dry spray, pores and bubbles.

18.5.4 Spray nozzles shall be of the correct size for the coating being applied in accordance with the manufacturer's recommendations. Variable spray tips shall not be used.

18.5.5 Unless specified by the manufacturer's data sheets, coating shall not be applied when the ambient humidity of air exceeds 85% or to surface temperature below 10°C and above 40°C.

18.5.6 Subsequent coating (over-coating) delay times both minimum and maximum shall be in accordance with the manufacturer recommendations. A new coating shall not be applied to previously coated surfaces unless the preceding coat has sufficiently dried.

18.6 Painting system

18.6.1 The abrasive cleaned tank shell surfaces shall have a three (3) coat system marine protective paint as detailed below:

- i. 1st Coat (Primer) - 50 microns (DFT)
- ii. 2nd Coat (Epoxy High Build Paint) - 150 microns (DFT)
- iii. 3rd Coat – Aluminium Hardtop - 60 microns (DFT)

Note: the Aluminium paint shall be of heat resisting finish.

18.6.2 Also, the abrasive cleaned foam and fire water deluge pipe surfaces shall have three (3) coat system as detailed below:

a) Foam system above ground piping

- i. 1st Coat – Inorganic Zinc Silicate Primer - 80 microns (DFT)
- ii. 2nd Coat – polyamide cured Hi –build epoxy - 50 microns (DFT)
- iii. 3rd Coat – Cream Colour high gloss Coating - 50 microns (DFT)

b) Deluge system above ground piping

- i. 1st Coat – Inorganic Zinc Silicate Primer - 80 microns (DFT)
- ii. 2nd Coat – polyamide cured Hi –build epoxy - 50 microns (DFT)
- iii. 3rd Coat – Fire Red Colour high gloss Coating - 50 microns (DFT)

18.7 Tank Labeling

- 18.7.1 On completion of painting works, markings of tank number, inlet outlet pipelines, roof drain, water drain and painted valves shall be printed on the tank using correct font and number sizing via a template. On the minimum, markings including details below shall be printed next to the original nameplate as per the standards:

TANK NO.	:	14-TK-501
YEAR OF RE-CONSTRUCTION	:	1986
NORMAL HEIGHT	:	17.1 m
DATE OF LAST CLEANING	:	(To be provided)
PRODUCT	:	PMS
NET CAPACITY	:	(To be provided)
DEAD STOCK	:	(To be provided)
DATE OF LAST INSPECTION	:	(To be provided)
DATE OF LAST CALIBRATION	:	(To be provided)
DATE OF NEXT CLEANING	:	(To be provided)

18.7.2 KPC Logo

The Contractor shall paint KPC logo on the tank shell in the same location as the existing one.

18.8 Completion of the tank grit blasting and painting works

- 18.8.1 Upon completing the grit blasting and painting works to the satisfaction of the Engineer, the contractor shall demobilize from the site leaving the place clean and free of any structure or facility constructed for the above said purposes.

18.9 Internal painting

- 18.9.1 The Contractor shall grit blast the entire internal tank bottom and the first shell course.
- 18.9.2 Using an epoxy paint system as described in section (clause) 22, shall apply two paint coats on the tank floor and first shell course.
- 18.9.3 The paint to be used shall be compatible with the existing paint and shall be of the same colour shade. The Contractor may request the Engineer to provide details of the existing paint for compatibility.

19. **Specification for Tank Commissioning**

- 19.1 On satisfactory completion of inspection works, the contractor shall reinstall all the tank fixtures, valves, drain lines, blind flange for decommissioned roof drainpipe and box up the tank for commissioning. All necessary materials, gaskets, high tensile strength bolts/nuts shall be supplied by the contractor. However, the suitability of the materials shall be subject to the Engineer's approval.
- 19.2 Reinstallation shall include cutting of gaskets, cleaning of all fasteners and cleaning of the tank and thereafter confirming vide a checklist the correctness and operation status of the installations.
- 19.3 The site shall also be cleaned of all waste and disposed-off to site as directed by the site supervisor.
- 19.4 The Contractor and the Employer shall agree on the procedures for oil-in based on the operation schedules. On completion of the oil in exercise, the tank shall be under a joint observation for a period of 48 hours before the tank is handed over for operation use.
- 19.5 Handover of the tank shall be deemed to have taken place on job close-out and handover and signing of all the work permits.
- 19.6 On completion of all the works on the tank, the Contractor shall compile and submit a bound QA/QC package in three (3) hard copies and a soft copy in a CD-R or flash disc. The QA/QC package shall contain records of all the procedures, test data, Inspection reports, and

modification maintenance drawings containing changes carried out on the tank during the entire contract period.

20. Specification for Factory visit and training of KPC Engineers

20.1 Introduction

During the dome design and manufacturing of components a factory visit shall be carried out at the manufacturer's production facility by KPC Engineers and the Contractor's representative. The scope of visit shall entail.

20.2 Design Office Visit

The Contractor shall afford KPC Engineers opportunity at the design office to familiarize with the various aspects of the design of Aluminium dome roofs. Key areas to be covered shall include familiarization with working of the design software, site construction and erection methods and maintenance and operation of the Aluminium dome roofs.

20.3 Production (Manufacturing) Facility Visit

The Contractor shall facilitate a visit to the production plant where the Aluminium dome roofs will be manufactured. This visit will include testing of materials and components of the Aluminium dome roofs such as laboratory material testing.

21. Specification for As-Built Drawings

21.1 The Contractor shall prepare detailed as-built drawings for the tank that shall capture the replacement done on the tank floor and repair on the shell, newly installed firefighting system and Aluminium dome roof.

22. Specification for Hi-High Level Switch

22.1 The Contractor shall design and submit to KPC the suitable Hi-High level switch to be introduced into the tank prior to delivery.

22.2 The Contractor shall supply all materials and carry out all necessary modifications and adjustment to ensure that the newly installed level switch will work as required.

22.3 The Contractor shall supply all cables for power and instrumentation & control and carry out the necessary termination for the switch.

22.4 The Contractor shall test and commission the new level switch to the satisfaction of the Engineer.

Paint Specification Table

<i>Item</i>	<i>Area</i>	<i>Surface Preparation</i>	<i>Surface Preparation and Paint System</i>			<i>Remarks</i>
			<i>1st coat</i>	<i>2nd Coat</i>	<i>Top Coat</i>	
1.	Tank internals -Entire tank internal (Tank bottom, 1 st shell course, manholes, guide pole, MRT, dip hatch, water drains piping, Nozzles & sumps).	Cleanliness: Grit blast all steel surfaces to Sa 2½ (ISO8501-1 2007) roughness and clean surfaces to remove grit & dust Roughness: Using abrasives suitable to achieve grade Fine to Medium G (30-85microns) (ISO 8503-2)	Free Epoxy with minimum 50% volume solids High Build Epoxy or phenolic: (specify colour) DFT min 85 microns Max 150 microns Microns (Wet-250 microns)	N/A	Free Epoxy with minimum 50% volume solids Specify Colour (but different from 1 st Coat) DFT min 125 microns Max 150 Microns (Wet-250 microns)	<ul style="list-style-type: none"> • 16hrs Spread interval, • Min temp. 23 deg. • Theoretical spreading rate 5m²/L
2.	Tank external (Tank shell, roof top, foam dam, manholes, covers, wind girders, foam pourers (outside) and Shell nozzles)	Cleanliness: Grit blast all steel surfaces to Sa 2½ (ISO8501-1 2007) roughness and clean surfaces to remove grit & dust Roughness: Using abrasives suitable to achieve grade Fine to Medium G (30-85microns) (ISO 8503-2)	Epoxy Zinc Phosphate primer (Specify colour) DFT min 38 Microns DFT max. 60 microns (Wet 95 microns)	Epoxy High build DFT min 150 Microns	Aluminium hardtop XP DFT min 60 Microns	<p>First Coat</p> <ul style="list-style-type: none"> • Interval 12hrs • Theoretical spreading 10.6m²/L <p>Second Coat</p> <ul style="list-style-type: none"> • Interval 5hrs • Theoretical spreading 5.8m²/L <p>Third Coat</p> <ul style="list-style-type: none"> • Interval 5hrs • Theoretical spreading 12.5m²/L

SECTION B: GENERAL CONDITIONS OF CONTRACT

1. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) The Adjudicator is the person appointed jointly by the Procuring Entity and the Service Provider to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.
- b) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Tender;
- c) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Procuring Entity
- d) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- e) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- f) “Day works” means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration.
- g) “Procuring Entity” means the Procuring Entity or party who employs the Service Provider
- h) “Foreign Currency” means any currency other than the currency of Kenya;
- i) “GCC” means these General Conditions of Contract;
- j) “Government” means the Government of Kenya;
- k) “Local Currency” means Kenya shilling;
- l) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Service Provider' rights and obligations towards the Procuring Entity under this Contract;
- m) “Party” means the Procuring Entity or the Service Provider, as the case may be, and “Parties” means both of them;
- n) “Personnel” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
- o) “Service Provider” is a person or corporate body whose Tender to provide the Services has been accepted by the Procuring Entity;
- p) “Service Provider's Tender” means the completed Tendering Document submitted by the Service Provider to the Procuring Entity
- q) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- r) “Specifications” means the specifications of the service included in the Tendering Document submitted by the Service Provider to the Procuring Entity

- s) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider's Tender.
- t) “Subcontractor” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4;
- u) “Public Procurement Regulatory Authority (PPRA)” shall mean the Government Agency responsible for oversight of public procurement.
- v) “Project Manager” shall the person appointed by the Procuring Entity to act as the Project Manager for the purposes of the Contract and named in the Particular Conditions of Contract, or other person appointed from time to time by the Procuring Entity and notified to the Contractor.
- w) “Notice of Dissatisfaction” means the notice given by either Party to the other indicating its dissatisfaction and intention to commence arbitration.

1.2 Applicable Law

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

1.3 Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, hand delivery, or email to such Party at the address **specified in the SCC**.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in Kenya or elsewhere, as the Procuring Entity may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Entity or the Service Provider may be taken or executed by the officials **specified in the SCC**.

1.7 Inspection and Audit by the PPRA

Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Service Provider shall permit and shall cause its subcontractors and sub-consultants to permit, PPRA and/or persons appointed by PPRA to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by PPRA. The Service Provider's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 3.10 which provides, *inter alia*, that acts intended to materially impede the exercise of PPRA's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to PPRA's prevailing sanctions procedures).

1.8 Taxes and Duties

The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other

impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification, and Termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC**.

2.2 Commencement of Services

The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC**.

2.3 Intended Completion Date

Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC**. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damages as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 Value Engineering

2.5.1 The Service Provider may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

- a) The proposed change(s), and a description of the difference to the existing contract requirements;
- b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs, if applicable) the Procuring Entity may incur in implementing the value engineering proposal; and
- c) a description of any effect(s) of the change on performance/functionality.

2.5.2 The Procuring Entity may accept the value engineering proposal if the proposal demonstrates benefits that:

- a) accelerates the delivery period; or
- b) reduces the Contract Price or the lifecycle costs to the Procuring Entity; or
- c) improves the quality, efficiency, safety or sustainability of the services; or
- d) yields any other benefits to the Procuring Entity, without compromising the necessary functions of the Facilities.

2.5.3 If the value engineering proposal is approved by the Procuring Entity and results in:

- a) a reduction of the Contract Price; the amount to be paid to the Service Provider shall be the percentage specified in the **SCC** of the reduction in the Contract Price; or
- b) an increase in the Contract Price; but results in a reduction in lifecycle costs due to any benefit described in

- (a) to (d) above, the amount to be paid to the Service Provider shall be the full increase in the Contract Price.

2.6 Force Majeure

2.6.1 Definition

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.6.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative Measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.6.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.6.5 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.7 Termination

2.7.1 By the Procuring Entity

The Procuring Entity may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.7.1:

- a) If the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Procuring Entity may have subsequently approved in writing;
- b) If the Service Provider become insolvent or bankrupt;
- c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d) if the Service Provider, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2 a. of Attachment 1 to the GCC, in competing for or in executing the Contract

2.7.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Procuring Entity, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.7.2:

- a) If the Procuring Entity fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.7.3 Payment upon Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.7.1 or 2.7.2, the Procuring Entity shall make the following payments to the Service Provider:

- a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

3. Obligations of the Service Provider

3.1 General

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a) During the term of this Contract, any business or professional activities in Kenya which would conflict with the activities assigned to them under this Contract;
- b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

- c) after the termination of this Contract, such other activities as may be **specified in the SCC**.

3.3 Confidentiality

The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Procuring Entity's business or operations without the prior written consent of the Procuring Entity.

3.4 Insurance

The Service Provider

(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and

(b) at the Procuring Entity's request, shall provide evidence to the Procuring Entity showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Service Provider's Actions Requiring Procuring Entity's Prior Approval

The Service Provider shall obtain the Procuring Entity's prior approval in writing before taking any of the following actions:

- a) entering into a subcontract for the performance of any part of the Services,
- b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),
- c) changing the Program of activities; and
- d) any other action that may be **specified in the SCC**.

3.6 Reporting Obligations

The Service Provider shall submit to the Procuring Entity the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Service Provider to Be the Property of the Procuring Entity

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Procuring Entity, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

3.8 Liquidated Damages

3.8.1 Payments of Liquidated Damages

The Service Provider shall pay liquidated damages to the Procuring Entity at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Procuring Entity may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

3.8.2 Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Entity shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

3.8.3 Lack of performance penalty

If the Service Provider has not corrected a Defect within the time specified in the Procuring Entity's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC**.

3.9 Performance Security

The Service Provider shall provide the Performance Security to the Procuring Entity no later than the date specified in the Form of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Procuring Entity and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 day from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond.

3.10 Fraud and Corruption

The Procuring Entity requires compliance with the Government's Anti-Corruption laws and its prevailing sanctions. The Procuring Entity requires the Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the tendering process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

3.11 Sustainable Procurement

The Service Provider shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.

4. Service Provider's Personnel

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Procuring Entity.

4.2 Removal and/or Replacement of Personnel

- a) Except as the Procuring Entity may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- b) If the Procuring Entity finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Procuring Entity's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Entity.
- c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Procuring Entity

5.1 Assistance and Exemptions

The Procuring Entity shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC**.

5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

The Procuring Entity shall make available to the Service Provider the Services and Facilities listed under Appendix F.

6. Payments to the Service Provider

6.1 Lump-Sum Remuneration

6.1.1 The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub- Clauses 2.4 and 6.3.

6.1.2 Where the contract price is different from the corrected tender price, in order to ensure the contract or is not paid less or more relative to the contract price (*which would be the tender price*), any part payment valuation and variation orders on omissions and additions valued based on rates in the schedule of rates in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows: *(corrected tender price-tender price)/tenderpriceX100*.

6.2 Contract Price

- a) The price payable is **set forth in the SCC**.
- b) No price will be payable in foreign currency.

6.3 Payment for Additional Services, and Performance Incentive Compensation

6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

6.3.2 If the SCC so specify, the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.

6.4 Terms and Conditions of Payment

Payments will be made to the Service Provider according to the payment schedule **stated in the SCC**. **Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period **stated in the SCC**. Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Procuring Entity specifying the amount due.

6.5 Interest on Delayed Payments

If the Procuring Entity has delayed payments beyond thirty (30) days after the due date stated in the **SCC**, interest shall be paid to the Service Provider for each day of delay at the rate stated in **the SCC**.

6.6 Price Adjustment

6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c L_{mc}/L_{oc} + C_c I_{mc}/I_{oc}$$

Where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency “c”.

A_c , B_c and C_c are coefficients specified in the **SCC**, representing: A_c the non-adjustable portion; B_c the adjustable portion relative to labor costs and C_c the adjustable portion for other inputs, of the

Contract Price payable in that specific currency “c”; and

Lmc is the index prevailing at the first day of the month of the corresponding invoice date and Loc is the index prevailing 28 days before Tender opening for labor; both in the specific currency “c”.

Imc is the index prevailing at the first day of the month of the corresponding invoice date and Ioc is the index prevailing 28 days before Tender opening for other inputs payable; both in the specific currency “c”.

If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor Z_o/Z_n will be applied to the respective component factor of pn for the formula of the relevant currency. Z_o is the number of units of Kenya Shillings of the index, equivalent to one unit of the currency payment on the date of the base index, and Z_n is the corresponding number of such currency units on the date of the current index.

6.6.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

6.7 Day works

6.7.1 If applicable, the Day work rates in the Service Provider's Tender shall be used for small additional amounts of Services only when the Procuring Entity has given written instructions in advance for additional services to be paid in that way.

6.7.2 All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by the Procuring Entity. Each completed form shall be verified and signed by the Procuring Entity representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.

6.7.3 The Service Provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated in Sub-Clause 6.7.2

7. Quality Control

7.1 Identifying Defects

The principle and modalities of Inspection of the Services by the Procuring Entity shall be as **indicated in the SCC**. The Procuring Entity shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Procuring Entity may instruct the Service Provider to search for a Defect and to uncover and test any service that the Procuring Entity considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

7.2 Correction of Defects, and Lack of Performance Penalty

a) The Procuring Entity shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

b) Every time notice of a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Procuring Entity's notice.

c) If the Service Provider has not corrected a Defect within the time specified in the Procuring Entity's notice, the Procuring Entity will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

8. Settlement of Disputes

8.1 Contractor's Claims

8.1.1 If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Project Manager, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 28 days after the Contractor became aware, or should have become aware, of the event or circumstance.

8.1.2 If the Contractor fails to give notice of a claim within such period of 28 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Procuring Entity shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clause shall apply.

8.1.3 The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.

8.1.4 The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Project Manager. Without admitting the Procuring Entity's liability, the Project Manager may, after receiving any notice under this Sub-Clause, monitor the record-keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Project Manager to inspect all these records, and shall (if instructed) submit copies to the Project Manager.

8.1.5 Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Project Manager, the Contractor shall send to the Project Manager a fully detailed claim which includes full Supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

- a) This fully detailed claim shall be considered as interim;
- b) The Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Project Manager may reasonably require; and
- c) The Contractor shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Project Manager.

8.1.6 Within 42 days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Project Manager and approved by the Contractor, the Project Manager shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall never the less give his response on the principles of the claim within the above defined time period.

8.1.7 Within the above defined period of 42 days, the Project Manager shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4 [Extension of Time for Completion], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.

8.1.8 Each Payment Certificate shall include such additional payment for any claim as has been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.

8.1.9 If the Project Manager does not respond within the time frame defined in this Clause, either Party may consider that the claim is rejected by the Project Manager and any of the Parties may refer to Arbitration in accordance with Sub-Clause 8.2 [Matters that may be referred to arbitration].

8.1.10 The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure

has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub- Clause.

8.2 Matters that may be referred to arbitration

8.2.1 Notwithstanding anything stated herein the following matters may be referred to arbitration before the practical completion of the Services or abandonment of the Services or termination of the Contract by either party:

- a) The appointment of a replacement Project Manager upon the said person ceasing to act.
- b) Whether or not the issue of an instruction by the Project Manager is empowered by these Conditions.
- c) Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.
- e) Any dispute arising in respect of war risks or war damage.
- f) All other matters shall only be referred to arbitration after the completion or alleged completion of the Services or termination or alleged termination of the Contract, unless the Procuring Entity and the Contractor agree otherwise in writing.

8.3 Amicable Settlement

Where a Notice of Dissatisfaction has been given, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, the Party giving a Notice of Dissatisfaction in accordance with Sub-Clause 8.1 above should move to commence arbitration after the fifty- sixth day from the day on which a Notice of Dissatisfaction was given, even if no attempt at an amicable settlement has been made.

8.4 Arbitration

8.4.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 8.3 shall be finally settled by arbitration. Arbitration shall be conducted in accordance with the Arbitration Laws of Kenya.

8.4.2 The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Project Manager, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Project Manager from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.

8.4.3 Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction.

8.4.5 Arbitration may be commenced prior to or after completion of the services. The obligations of the Parties, and the Project Manager shall not be altered by reason of any arbitration being conducted during the progress of the services.

8.4.6 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

8.5 Arbitration with proceedings

8.5.1 In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following professional institutions;

- i) Law Society of Kenya or
- ii) Chartered Institute of Arbitrators (Kenya Branch)

8.5.2 The institution written to first by the aggrieved party shall take precedence over all other institutions.

8.5.3 The arbitration may be on the construction of this Contract or on any matter or thing of whatsoever nature arising there under or in connection there with, including any matter or thing left by this Contract to the discretion of the Project Manager, or the withholding by the Project Manager of any certificate to which the Contractor may claim to be entitled to or the measurement and valuation referred to in clause 23.0 of these conditions, or the rights and liabilities of the parties subsequent to the termination of Contract.

8.5.4 Provided that no arbitration proceedings shall be commenced on any claim or dispute where notice of a claim or dispute has not been given by the applying party within ninety days of the occurrence or discovery of the matter or issue giving rise to the dispute.

8.5.5 Notwithstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not commence unless an attempt has in the first instance been made by the parties to settle such claim or dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.

8.5.6 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, tests or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any certificate.

8.5.7 The Arbitrator shall, without prejudice to the generality of his powers, have powers to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision requirement or notice had been given.

8.5.8 The award of such Arbitrator shall be final and binding upon the parties.

8.6 Failure to Comply with Arbitrator's Decision

8.6.1 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other rights it may have, refer the matter to a competent court of law.

9. The Adjudicator

9.1. Should the Adjudicator resign or die, or should the Procuring Entity and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Procuring Entity and the Service Provider. In case of disagreement between the Procuring Entity and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.

9.2 The Adjudicator shall be paid by the hour at the rate **specified in the TDS and SCC**, together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Procuring Entity and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

SECTION C - SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions of the SCC shall prevail over those in the General Conditions of Contract. For the purposes of clarity, any referenced GCC clause numbers are indicated in the left column of the SCC.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Adjudicator is ___Not Applicable_____
1.1(w)	Project Manager is MAINTENANCE MANAGER
1.1(e)	The contract name is <i>Repair and Installation of Aluminium Dome Roof on Jet Tank 14-Tk-501 at PS 14 Kipevu Depot</i>
1.1(h)	The Procuring Entity is _Kenya Pipeline Company_____
1.1(m)	The Member in Charge is <i>Maintenance Manager</i>
1.1(p)	The Service Provider is ___Insert_____
	<p>1.1(y) has been added.</p> <p>Taking Over Certificate</p> <p>The Taking Over Certificate is the certificate issued by the Project Manager after the Service Provider has successfully completed the scope of works in the contract.</p>
	<p>1.1(z) has been added.</p> <p>Completion Certificate</p> <p>The Completion Certificate is the certificate issued by the Project Manager at the end of the Defect Liability Period.</p>
	<p>1.1(aa) has been added.</p> <p>Defects Liability Period</p> <p>Means the period calculated from the Completion Date, or as may be extended, within which the Service Provider is liable for any defects that may develop in the works after taking over by the Procuring Entity.</p>
	<p>1.1(bb) has been added.</p> <p>Retention Money</p> <p>Means the accumulated monies which the Procuring Entity retains on each Interim Payment Certificate which shall be paid upon issuance of a Completion Certificate.</p> <p>This amount shall be 10% of each interim payment certificate.</p> <p>During the Defects Liability Period, the Procuring Entity shall hold the full retention amount.</p>
	<p>1.1 (cc) has been added</p> <p>Contractor:</p> <p>Means the person(s) named as the Service Provider in the Form of Tender accepted by the Procuring Entity. Contractor and Service Provider can be used interchangeably.</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.4	Address of the Project Manager: Kenpipe Plaza, Sekondi Road off Nanyuki Road Industrial Area P.O. Box 73442 – 00200, Nairobi
1.6	The Authorized Representatives are: For the Procuring Entity: <i>Maintenance Manager</i> For the Service Provider: <i>Insert</i> _____
2.1	The date on which this Contract shall come into effect on the contract signing date.
2.2.2	The Starting Date for the commencement of Services is 14 days after Project Manager’s instructions to commence.
2.3	The Intended Completion Date is - 2024
2.5.3	If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Service Provider shall be 0%
2.6.1	<p>The following sub-clauses have been added.</p> <p>2.6.1.1</p> <p>Definition of Force Majeure:</p> <p>In this Clause, “Force Majeure” means an exceptional event or circumstance:</p> <ul style="list-style-type: none"> a) Which is beyond a Party's control, b) Which such Party could not reasonably have provided against before entering into the Contract, c) which, having arisen, such Party could not reasonably have avoided or overcome, and d) which is not substantially attributable to the other Party. <p>2.6.1.2</p> <p>Force Majeure Events</p> <p>Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:</p> <ul style="list-style-type: none"> a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, b) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity. c) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war, d) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel,

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<ul style="list-style-type: none"> e) munitions of war, explosive materials, ionizing radiation or contamination by radioactivity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radioactivity, and f) Epidemic g) Pandemic h) Fire
	<p>The following sub-clauses have been added.</p> <p>2.6.1.3</p> <p>Consequences of Force Majeure</p> <p>If the Contractor is prevented from performing his substantial obligations under the Contract by Force Majeure of which notice has been given under Sub-Clause 2.6.6 [Notice of Force Majeure], and suffers delay and/ or incurs Cost by reason of such Force Majeure, the Contractor shall be entitled subject to Sub-Clause 8.1 [Contractor's Claims] to:</p> <ul style="list-style-type: none"> a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 2.6.3 [Extension of Time], and b) if the event or circumstance is of the kind described in sub-paragraphs (a) to (d) of Sub-Clause 2.6.1.1 [Definition of Force Majeure] and, in sub-paragraphs (c) to (e) of Sub-Clause 2.6.1.2, occurs in Kenya, payment of any such Cost, including the costs of rectifying or replacing the Service/Works and/or Goods damaged or destroyed by Force Majeure, to the extent they are not indemnified through the insurance policy referred to in Sub- Clause 3.4 [Insurance]. <p>The Contractor shall obtain insurance for all Force Majeure events where commercially reasonable terms are available in the market.</p>
2.6.5	<p>The clause in GCC 2.6.5 has been deleted and replaced with the following:</p> <p>Payments</p> <p>During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall not be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services after the end of such period. This notwithstanding, the Service Provider shall be paid for services offered before occurrence of the force majeure event and in reactivating the Service.</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>A new Subclause 2.6.6 has been added:</p> <p>Notice of Force Majeure: If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.</p> <p>Upon notice from the affected party, the Project Manager and the Contractor shall determine and agree whether the event qualifies as Force Majeure.</p>
	<p>A new Subclause 2.6.7 has been added :</p> <p>Consequences of Force Majeure :</p> <p>The Contractor shall obtain insurance for all Force Majeure events where commercially reasonable terms are available in the market.</p>
2.7.2 (a)	<p>By the Service Provider The Project Manager shall make a determination on the submitted invoice and communicate the same to the Service Provider within 14 days after receipt of the same. Kenya Pipeline shall pay the Service Provider within 60 days of receipt of the approved invoiced amount. “Approved Invoice Amount” means the amount in the Service Provider’s invoice which the Project Manager has certified to be the value of the actual work done with supporting documents.</p> <p>In the event of delayed payments from the Procuring Entity, the Service Provider shall be entitled to interest as a first option, payable in accordance with prevailing mean commercial lending rate as determined by the Central Bank of Kenya (S140(c) PPADA 2015). The service provider will then be at liberty to terminate the contract after 180 days</p> <p>Effects of investigations on this contract :</p> <p>The parties agree that if this contract is subjected to investigations by state agencies (including but not limited to Directorate of Criminal Investigations, Ethics and Anti-Corruption Commission, Directorate of Public Prosecution, or Commission of Administrative Justice(office of the Ombudsman) parties shall abide by any directive issued by the investigating agency on the contract. KPC shall not be liable for any claims, costs, penalties, or interests arising from any such directive or outcome of the investigations. KPC undertakes to promptly notify the contractor upon commencement of the investigations.</p>
3.2.3	<p>SCC Clause 3.3 shall apply</p> <p>Prohibition of Conflicting Activities In addition, Intellectual property rights shall vest in Kenya Pipeline Company Limited.</p> <p>KPC shall hold all ownership, title, and rights in any Custom Software developed in connection with performance of obligations under the Contract, or modifications to the system, and their associated documentation including all performance enhancing operational plans and vendors' special utilities. KPC shall have sole right to produce, publish, or otherwise use such software, modifications, and documentation developed</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	under the contract and to authorize others to do so.
3.3	<p>Confidentiality</p> <p>The clause has been amended to read as follows:</p> <p>The Service Provider, its Subcontractors, and the Personnel of either of them shall not, after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Procuring Entity's business or operations without the prior written consent of the Procuring Entity.</p>
3.4	<p>The Service Provider</p> <p>The risks and coverage by insurance shall be:</p> <ul style="list-style-type: none"> (i) Third Party motor vehicle: All vehicles that shall be used in the Contract. (ii) Third Party liability: 100% quantum of loss (iii) Procuring Entity's liability and workers' compensation: as per WIBA (iv) Professional liability: 100% of Contract Sum and consequential loss. (v) Loss or damage to equipment and property: 100% quantum of loss <p>Insurance shall be placed in accordance with the insurance laws of Kenya</p>
3.5 (d)	<p>Service Provider's Actions Requiring Procuring Entity's Prior Approval</p> <p>The other actions are <i>To be communicated at contract signing</i></p>
3.7	<p>Documents Prepared by the Service Provider to Be the Property of the Procuring Entity</p> <p>The Service Provider shall not use plans, drawings, specifications, designs, reports, and other documents and software arising from the contract without the consent of the Procuring Entity or in any other manner that violates any applicable laws</p>
3.8.1	<p>Payments of Liquidated Damages</p> <p>The liquidated damages shall be in accordance with prevailing mean commercial lending rates as determined by the Central Bank of Kenya as provided for in the Public Procurement and Asset Disposal Act [S140(c)PPADA 2015]</p> <p>The daily rate of liquidated damage shall be Kshs 50,000 subject to a maximum amount of 10% of the final contract price.</p>
3.8.2	<p>Correction for Over-payment:</p> <p>The last sentence of this clause is not applicable</p>
3.8.3	<p>Lack of Performance Penalty</p> <p>The Performance Penalty shall be 5% of the cost of correcting the defect</p>
3.9	<p>Performance Security</p> <p>This clause has been deleted and substituted by the following:</p> <p>The performance security will be in the form of a bank guarantee from a Bank in Kenya recognized by the Central Bank of Kenya in the amount(s) of 10% percent of the Contract Amount and in the same currency(ies) of the Contract Amount, and shall</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	remain valid until a Taking Over Certificate is issued.
3.11	Sustainable Procurement The following sustainable procurement contractual provisions apply, where possible: <ul style="list-style-type: none"> (i) Local sourcing for materials and labour (ii) Efficient use of natural resources (iii) Reduce packaging and waste (iv) Job creation
5.1	Assistance and Exemptions The assistance and exemptions provided to the Service Provider are: <i>None</i>
5.3	Services and Facilities The service and facilities to be provided are: Refer to Appendix G
6.1.2	Lump-Sum Remuneration There shall be no correction of the Tender Price.
6.2(a)	Contract Price The amount in Kenya Shillings _____.
6.2(b)	Contract Price The service provider will invoice the Procuring Entity in the currency used in the Contract Agreement and the Price Schedules The Service Providers may use the following freely convertible currencies : USD GBP, Euro, KES
6.3.2	Payment for Additional Services, and Performance Incentive Compensation The performance incentive paid to the Service Provider shall be: Not Applicable
6.4	Terms and Conditions of Payment Payments shall be made according to the following schedule: <ol style="list-style-type: none"> 1. All payments shall be subject to the deduction of 10% (percent) retention in accordance with the Contract. 2. Preliminary and General Works The Contractor to provide a detailed breakdown of the P&G items on the supply and maintenance portions. 3. Design Engineering and Other Services <ol style="list-style-type: none"> a. To pay 100% on completion of the task, save for the 10% retention. 4. Procurement & Supply of Equipment & Raw Materials <ol style="list-style-type: none"> a. Imported Equipment requiring Factory Acceptance Tests i. 10% upon placement of order with sub-vendor (Documentary evidence shall be required).

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<ul style="list-style-type: none"> ii. 30% after complete and successful Factory Acceptance Tests and submission of pre shipment inspection documents. iii. 50% upon arrival of the equipment /materials at Site. iv. 10% on commissioning of the project and handover. <ul style="list-style-type: none"> b. Imported Equipment NOT requiring Factory Acceptance Tests. <ul style="list-style-type: none"> i. 10% upon placement of order with sub vendor (Documentary evidence shall be required). ii. 30% after submission of pre-shipment inspection documents. iii. 50% upon arrival of the equipment /materials at Site. iv. 10% on commissioning of the project and handover. c. Locally supplied materials / equipment <ul style="list-style-type: none"> i. 90% upon arrival of the Equipment/materials at Site. ii. 10% on commissioning of the project and handover. <p>5. Construction</p> <ul style="list-style-type: none"> a) For Construction, payments shall be made against the EPC Contractor actual progress as certified by the Procuring entity's representative. The EPC Contractor is expected to provide a detail of activities covering the entire scope. <p>6. Training and Development.</p> <ul style="list-style-type: none"> a) To pay 100% on completion of the task. <ul style="list-style-type: none"> (i) There shall be no advance payment (ii) Bank Guarantee : Not Applicable (iii) Conditions : Not Applicable
6.5	<p>Interest on Delayed Payments</p> <p>The payment-delay period after which the Procuring Entity shall pay interest to the supplier shall be 60 days upon receipt of an accepted invoice.</p> <p>Subject to the availability of funds and after valuation of the services have been done, the Procuring Entity shall make payment within sixty days from the date of receipt of the undisputed invoice. <i>(Regulation 150(1) Public Procurement and Asset Disposal (PPADA 2015) Regulations 2020.</i></p> <p>The interest shall be in accordance with prevailing mean commercial lending rate as determined by Central Bank of Kenya (S140(c) PPADA 2015)</p> <p>Effects of investigations on the resultant contract</p> <p>The parties agree that if the resultant contract is subjected to investigations by state agencies (including but not limited to, the Directorate of Criminal Investigations, Ethics and Anti-Corruption Commission, Directorate of Public Prosecution or Commission on Administrative Justice (Office of the Ombudsman) parties shall abide by any directive issued by the investigating agency on the contract. KPC shall not be liable for any claims, costs, penalties, or interests arising from any such directive or outcome of the</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	investigations. KPC undertakes to promptly notify the supplier upon commencement of the investigations and the resulting directives.
6.6	Price Adjustment Not Applicable : There shall be no price adjustments
7.1	Identifying Defects The principle and modalities of Inspection of the Services by the Procuring Entity shall be according to the applicable Specifications, Codes and Standards Defect Liability Period shall be 6months after issuance of taking over certificate by the procuring Entity.
8.1.2	Contractor's Claims The last sentence in this clause is deleted.
8.1.7 8.1.9	Contractor's Claims Within a period of 42 days, the Project Manager shall proceed to determine (i) the extension (if any) of the Time for Completion (before or after its expiry), and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract. There will be no Arbitration. Refer to SCC for Clause 8.2
8.2 8.3 8.4 8.5 8.6	<u>Settlement of Disputes</u> There shall be no Arbitration instead; The Employer and the Service Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract. 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 adjudication at the High Court of Kenya.
9	The Adjudicator Not applicable.

Appendices

Appendix A - Description of the Services

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Procuring Entity, etc.

Appendix B - Schedule of Payments and Reporting Requirements

List all milestones for payments and list the format, frequency, and contents of reports or products to be delivered; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here "Not applicable."

Appendix C - Subcontractors

List under: C-1 List of approved Subcontractors (if already available); same information with respect to their Personnel as in C-1.

Appendix D – Breakdown of Contract Price *List here the elements of cost used to arrive at the breakdown of the lump-sum price. This appendix will exclusively be used for determining remuneration for additional Services.*

Appendix E - Services and Facilities Provided by the Procuring Entity

Section X - Contract Forms

Table of Forms

1. PERFORMANCE SECURITY OPTION 1– (Unconditional Demand Bank Guarantee)
2. PERFORMANCE SECURITY OPTION 2– (Performance Bond)
3. ADVANCE PAYMENT SECURITY [Demand Bank Guarantee]
4. BENEFICIAL OWNERSHIP DISCLOSURE FORM

FORM NO. 1 - PERFORMANCE SECURITY - (Unconditional Demand Bank Guarantee)

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ *[insert name and Address of Procuring*

Entity] **Date:** _____ *[Insert date of issue]*

PERFORMANCE GUARANTEE No.: _____

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that _____ (herein after called" the Applicant") has entered into Contract No. _____ *[dated]* _____ with the Beneficiary, for the execution of _____ (herein after called" the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.
3. At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.
4. This guarantee shall expire, no later than the.....Day of.....², and any demand for payment under it must be received by us at this office indicated above on or before that date.
5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

[Name of Authorized Official, signature(s) and seals/stamps]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

FORM No. 2 - PERFORMANCE SECURITY OPTION 2 - (Performance Bond)

[Note: Procuring Entities are advised to use Performance Security – Unconditional Demand Bank Guarantee instead of Performance Bond due to difficulties involved in calling Bond holder to action]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ *[insert name and Address of Procuring Entity]*
Date: _____ *[Insert date of issue]*

PERFORMANCE BOND No.: _____

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. By this Bond _____ as Principal (hereinafter called “the Contractor”) and _____ as Surety (hereinafter called “the Surety”), are held and firmly bound unto _____ as Oblige (herein after called “the Procuring Entity”) in the amount of _____ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Contractor has entered into a written Agreement with the Procuring Entity dated the _____ Day of _____, 20, for _____ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are herein after referred to as the Contract.
3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Procuring Entity to be, in default under the Contract, the Procuring Entity having performed the Procuring Entity's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
 - 1) Complete the Contract in accordance with its terms and conditions; or
 - 2) Obtain a tender or tenders from qualified tenderers for submission to the Procuring Entity for completing the Contract in accordance with its terms and conditions, and upon determination by the Procuring Entity and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Procuring Entity and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Procuring Entity to Contractor under the Contract, less the amount properly paid by Procuring Entity to Contractor; or
 - 3) Pay the Procuring Entity the amount required by Procuring Entity to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.
4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.
5. Any suit under this Bond must be instituted before the expiration of one year from the date of the

issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Procuring Entity named herein or the heirs, executors, administrators, successors, and assigns of the Procuring Entity.

6. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day_____of_____20.

SIGNED ON_____on behalf of

By_____in the capacity

of In the presence of_____SIGNED

ON_____on behalf of

By_____in the capacity of

In the presence of _____

FORM NO. 3 - ADVANCE PAYMENT SECURITY [Demand Bank Guarantee]

[Guarantor letterhead or SWIFT identifier

code] [Guarantor letterhead or SWIFT

identifier code]

Beneficiary: _____ *[Insert name and Address of Procuring*

Entity] Date: _____ *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that _____ (herein after called "the Applicant") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (herein after called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____ () is to be made against an advance payment guarantee.
3. At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of ()¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:
 - a) Has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
 - b) Has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.
4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number _at_.
5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the day of, 2,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.
6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

[Name of Authorized Official, signature(s) and seals/stamps]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

¹The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency (ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Procuring Entity.

²Insert the expected expiration date of the Time for Completion. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Procuring Entity might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

FORM NO. 4 BENEFICIAL OWNERSHIP DISCLOSURE FORM

INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the Tenderer by meeting one or more of the following conditions:

- Directly or indirectly holding 25% or more of the shares.
- Directly or indirectly holding 25% or more of the voting rights.
- Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.

Tender Reference No.: _____ [insert identification

no] Name of the Assignment: _____ [insert name of the assignment]

to: _____ [insert complete name of Procuring Entity]

In response to your notification of award dated _____ [insert date of notification of award] to furnish additional information on beneficial ownership: _____ [select one option as applicable and delete the options that are not applicable]

I) We here by provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer (Yes / No)

<i>[include full name (last, middle, first), nationality, country of residence]</i>			

OR

- ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions: directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights. Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.*

OR

We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Tenderer shall provide explanation on why it is unable to identify any Beneficial Owner]

Directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights.

Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer]

Name of the Tenderer:[insert complete name of the Tenderer]_____*

*Name of the person duly authorized to sign the Tender on behalf of the Tenderer: ** [insert complete name of person duly authorized to sign the Tender]*

Title of the person signing the Tender: [insert complete title of the person signing the Tender]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] day of..... [Insert month], [insert year]