

KENYA PIPELINE COMPANY LIMITED



**TENDER FOR SUPPLY, INSTALLATION AND COMMISSIONING OF
EXISTENT GUM ASSEMBLIES AT PS 27 (ELDORET DEPOT) AND PS
28 (KISUMU DEPOT) LABORATORIES**

TENDER NO. KPC/PU-OT/153(QC)NBI/20-21

APRIL 2021

SECTION I: INVITATION TO TENDER

1.1 The KENYA PIPELINE COMPANY invites sealed tenders from eligible candidates for **Supply, installation and commissioning of existent gum assemblies at PS 27 (Eldoret depot) and PS 28 (Kisumu depot) laboratories**

1.2 Interested eligible candidates can view and download the documents from the website www.kpc.co.ke /e-procurement at no cost. Bidders will be required to email their detailed contact information to opentender@kpc.co.ke for further clarifications. **No other email addresses shall be used and KPC shall not be liable if bidders choose to send their information and/or queries to other email addresses.**

1.3 Mandatory requirements are as shown below (These must be placed in a separate envelope marked “mandatory requirements”)

- a) **Certificate of Incorporation/Registration**
- b) **Original Tender Security of Ksh100,000.00 from a bank Registered in Kenya or from an Insurance Company Approved by PPRA. Valid for 210 days from the date of tender opening.**
- c) **Valid KRA tax compliance certificate (for local firms).**
- d) **Manufacturer’s Authorization Form duly filled**
- e) **Completed and signed form of tender with prices inclusive of all taxes.**
- f) **Duly filled and signed self-declaration that the person/tender is not debarred in the matter of the public procurement and asset disposal act.**
- g) **Duly filled and signed Self declaration that the person/tender not to engage in any corrupt or fraudulent practice**
- h) **Bidders must paginate all their documents and initialize each page**

KPC reserves the right to confirm the authenticity of all documents submitted by Tenderers. Any attempt by bidders to misrepresent themselves by submitting documents that are not genuine will amount to disqualification.

1.4 Prices quoted shall be in USD, Euro, GBP or Kenya Shilling and shall be inclusive of all taxes and remain valid for **180 days** from the closing date of the tender.

- 1.5 There shall be no correction of arithmetic errors. The completed Price Schedules shall match KPC requirements. Any amendments to the KPC price schedule shall be considered non-responsive and result in disqualification of the bid.
- 1.6 Completed tender documents in PDF format are to be uploaded on the Supplier Relationship Management (SRM) Collaboration Folder before the due date.
- 1.7 Bidders who are not registered in KPC SRM system should first register using this link <https://e-procurement.kpc.co.ke/irj/portal> (Instruction manual for Supplier Registration and the bidding process are available on KPC website on www.kpc.co.ke).
- 1.8 Tenders will be opened immediately thereafter in the presence of candidates' representatives who choose to attend at **10:00 a.m. on 23rd April 2021** at the offices of:

Kenya Pipeline Company Limited

KPC Boardroom, Kenpipe Plaza

Sekondi Road, off-Nanyuki Road

Industrial Area, Nairobi

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

SECTION II: INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

2.1.1 This Invitation for Tenders is open to all Tenderers eligible as described in the tender documents. Successful Tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.

2.1.2 Tenderers shall provide the Qualification Information Statement that the Tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by KPC to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.

2.1.3 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible materials and spares

2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.

2.2.2 For purposes of this clause, “origin” means the place where the materials are mined, grown, or produced. Materials are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

2.2.3 The Origin of materials is distinct from the Nationality of the Tenderer.

2.3 Cost of Tendering

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

2.4 Contents of The Tender Document

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

- i). Invitation for Tenders
- ii). General information
- iii). General Conditions of Contract
- iv). Special Conditions of Contract
- v). Schedule of requirements
- vi). Technical Specifications
- vii). Tender Form and Price Schedules
- viii). Tender Securing Form
- ix). Contract Form
- x). Performance Security Form
- xi). Declaration Form
- xii). Tender Evaluation Criteria
- xiii). Confidential Business Questionnaire

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

2.5. Clarification of Documents

2.5.1 A prospective Tenderer requiring any clarification of the tender document may request for such **clarification to Kenya Pipeline Company Ltd, in writing, email, KPC telephone and address indicated in the Invitation for tenders.** KPC will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by KPC. Written copies of the KPC response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Tenderers who have received the tender document.

2.6 Amendment of Documents

2.6.1 At any time prior to the deadline for submission of tenders, KPC, for any reason, whether at its own initiative or in response to a clarification

requested by a prospective Tenderer, may modify the tender documents by amendment.

2.6.2 All prospective candidates who have received the tender documents will be notified of the amendment in writing or by cable, and such amendment will be binding on them.

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

2.6.4 If the tender documents are amended when the time remaining before the deadline for submitting tenders is less than one third of the time allowed for the preparation of tenders, or the time remaining is less than the period indicated in instructions to tenderers, KENYA PIPELINE COMPANY shall extend the deadline as necessary to allow the amendment of the tender documents to be taken into account in the preparation or amendment of tenders.

Preparation of Tenders

2.7 Language of Tender

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

2.8 Documents Comprising the Tender

2.8.1 The tender prepared by the Tenderer shall comprise the following components:

- a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below.
- b) Documentary evidence established in accordance with paragraph 2.1 that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

- c) Documentary evidence established in accordance with paragraph 2.2 that the materials and spares to be used by the Tenderer for the services contract conform to the tender documents; and
- d) Tender security furnished is in accordance with paragraph 2.14.

2.9 Tender Form

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

2.10 Tender Prices

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

2.10.2 Prices indicated on the Price Schedule shall be the cost of the goods quoted including all customs duties and VAT and other taxes payable and delivery to KPC.

2.11 Tender Currencies

2.11.1 Prices shall be quoted in Kenya shillings unless otherwise specified in the Appendix to Instruction to tenders

2.12 Tenderers Eligibility and Qualifications.

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

2.12.2 The documentary evidence of the Tenderers qualifications to perform the contract if its tender is accepted shall establish to KPC satisfaction that the Tenderer has the financial and technical capability necessary to perform the contract. In case the Tenderer is not doing business in Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Materials' Eligibility Conformity to Tender Document.

2.13.1 Pursuant paragraph 2.2 of this section, the Tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all materials and spares which the Tenderer proposes to use under the contract.

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

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

- a) A detailed description of the essential technical and performance characteristics of the goods;
- b) A clause-by-clause commentary on KPC's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

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

2.14 Tender Security

2.14.1 The tender security is required to protect KPC against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.6.

2.14.2 The tender security shall be denominated in Kenya Shillings and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, in the form provided in the tender documents or

another form acceptable to KPC and valid for thirty (30) days beyond the validity of the tender.

2.14.3 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by KPC as non-responsive, pursuant to paragraph 2.22.

2.14.4 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiry of the period of tender validity prescribed by KPC.

2.14.5 The successful Tenderer's tender security will be discharged upon the Tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

2.14.6 The tender security may be forfeited:

- a) If a Tenderer withdraws its tender during the period of tender validity specified by KPC on the Tender Form; or
- b) In the case of a successful Tenderer, if the Tenderer fails:
 - (i) To sign the contract in accordance with paragraph 2.29 or;
 - (ii) To furnish performance security in accordance with paragraph 2.30.
- c) If the tenderer is engaged in corrupt and/or fraudulent practice in procuring the tender

2.15 Validity of Tenders

2.15.1 Tenders shall remain valid for 180 days or as specified in the tender documents after date of tender opening prescribed by KPC, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by KPC as non-responsive.

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

2.16 Format and Signing of Tender

2.16.1 This is a single envelope tender, having mandatory requirements, technical bid and financial bid **COMBINED**. The Tenderer shall prepare two copies of the tender, clearly marking each **“ORIGINAL TENDER”** and **“COPY OF TENDER,”** as appropriate. In the event of any discrepancy between them, the original shall prevail.

2.16.2 The original and the copy of the tender shall be typed or written in indelible ink and shall be signed by the Tenderer or a person or persons duly authorized to bind the Tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

Submission of Tenders

2.17 Sealing and Marking of Tenders

2.17.1 The Tenderer shall seal the original and a copy of the tender in separate envelopes, duly marking the envelopes as **“ORIGINAL”** and **“COPY.”** The envelopes shall then be sealed in an outer envelope. **This is a ONE envelope tender.**

2.17.2 The inner and outer envelopes shall:

- (a) Be addressed to KPC at the address given in the Invitation to tender:
- (b) Bear the words **“CONFIDENTIAL”** AND **“SUPPLY, INSTALLATION AND COMMISSIONING OF EXISTENT GUM ASSEMBLIES AT PS 27 (ELDORET DEPOT) AND PS 28 (KISUMU DEPOT) LABORATORIES “DO NOT OPEN BEFORE,” 10.00am, 23rd April 2021.**

2.17.3 The inner envelopes shall also indicate the name and address of the Tenderer to enable the tender to be returned unopened in case it is declared “late”.

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, KPC will assume no responsibility for the tender's misplacement or premature opening.

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by KPC at the address specified under paragraph 2.17.2, no later than 10:00 am on the **23rd April 2021**.

2.18.2 KPC may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of KPC and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.19 Modification and Withdrawal of Tenders

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

2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by e-mail, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

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

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the Tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.6.

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

2.19.6 KPC shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

Opening and Evaluation of Tenders

2.20 Opening of Tenders

2.20.1 KPC will open all tenders in the presence of Tenderers' representatives who choose to attend, on the same date, within two (2) hours after submission, and the amount of each tender will be read and recorded. Any Tender received after the closing date and time stated above will not be considered. The Tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.20.3 KPC will prepare minutes of the tender opening.

2.21 Clarification of Tenders

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

2.21.2 Any effort by the tenderer to influence KPC in the tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination

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

2.22.2 Arithmetical errors will not be rectified. The tender sum read during tender opening is absolute. If there is a discrepancy between words and figures, the amount in words will prevail.

2.22.3 KPC may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation,

provided such waiver does not prejudice or affect the relative ranking of any tenderer.

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

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

2.23 Evaluation and Comparison of Tenders

2.23.1 KPC will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22.

2.23.2 The comparison shall be of the price to including all costs, as well as duties and taxes payable on all the goods to be used in the provision of the services.

2.23.3 KPC's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.23.4 and in the technical specifications:

- (a) Delivery plan and effectiveness of the technical specifications in the tender;
- (b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

2.23.4 Pursuant to paragraph 2.23.3 the following evaluation methods will be applied:

(a) ***Delivery Plan.***

KPC requires that the goods under the Invitation for Tenders shall be delivered at the time specified in the tender. Tenders offering to deliver after delivery time will be treated as non-responsive and rejected.

(b) ***Deviation in payment schedule.***

Tenderers shall state their tender price for the payment on a schedule outlined in the **special conditions of contract**. Tenders will be evaluated on the basis of this base price in addition to that of technical specifications. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish

to offer for such alternative payment schedule. KPC may consider the alternative payment schedule offered by the selected Tenderer.

2.24 Contacting KPC

2.24.1 Subject to paragraph 2.21, no Tenderer shall contact KPC on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.24.2 Any effort by a Tenderer to influence KPC in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

Award of Contract

2.25 Post-qualification

2.25.1 In the absence of pre-qualification, KPC will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.25.2 The determination will take into account the Tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to paragraph 2.12.3, as well as such other information as KPC deems necessary and appropriate.

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

2.26 Award Criteria

2.26.1 Subject to paragraph 2.10, 2.23 and 2.28 KPC will award the contract to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the contract satisfactorily.

2.27 KPC's Right to Vary quantities

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

2.28 KPC's Right to accept or Reject any or All Tenders

2.28.1 KPC reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for KPC's action.

2.29 Notification of Award

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

2.29.2 The notification of award will NOT constitute the formation of the Contract until a written contract is signed by the parties.

2.29.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.31 KPC will discharge its tender security, pursuant to paragraph 2.14.

2.30 Signing of Contract

2.31. At the same time as KPC notifies the successful Tenderer that its tender has been accepted, KPC will send the Tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.31.2 Within thirty (30) days of the receipt of notification of award but not until 14 days have lapsed following the notification, the successful tenderer shall sign and date the contract and return it to the procuring entity.

2.31 Performance Security

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

2.31.2 Failure of the successful Tenderer to comply with the requirement of paragraph 2.30 or paragraph 2.31 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event KPC may make the award to the next lowest evaluated Candidate or call for new tenders.

2.32 Corrupt Fraudulent Practices

2.32.1 KPC requires that Tenderers observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance of this policy, KPC:-

(a) Defines, for the purposes of this provision, the terms set forth below as follows:

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

(b) KPC will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) KPC will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

2.32.2 Furthermore, Tenderers shall be aware of the provision stated in the General Conditions of Contract.

APPENDIX TO INSTRUCTIONS TO TENDER

The following information regarding the particulars of the tender shall complement, supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	This is open to all eligible tenderers registered in Kenya.
2.3.	Tender documents are to be downloaded from KPC website, E-procurement at no cost
2.5	Request for Clarification should be send to opentender@kpc.co.ke
2.11	Prices quoted shall be in Kenya shillings, USD, Euro or GBP and shall be inclusive of all taxes and remain valid for 180 days from the closing date of the tender. For the Purposes of comparison of bids, the conversion currency rate shall be the Central Bank of Kenya mean rate as at the closing date of the tender.
2.14.1	<p>Original Tender Security of Ksh100,000.00 from a bank Registered in Kenya or from an Insurance Company Approved by PPRA. Valid for 210 days from the date of tender opening.</p> <p>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 on or before 23rd April 2021 at 10.00 a.m.</p>

	NB: 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
2.16	<ul style="list-style-type: none"> • Tenderer shall upload the document in PDF format in KPC SRM system. Documents uploaded shall not exceed 100 mbs for each upload. • Bidders are encouraged to Submit Tenders Responses hours before due date into SRM Portal so as not to congest the system. • KPC will not take liability for vendors not able to submit bids before the specified due date. • KPC will not be liable for Bid Responses not received in the KPC Systems and bidders must confirm that they have submitted their Responses before the due date and time. • Bid opening will take place on the date specified on the SRM and Bidders who submitted Responses will be notified of the outcome through an email notification.
2.17	Completed tender documents in PDF format are to be uploaded on the Supplier Relationship Management (SRM) Collaboration Folder before the closing date.
2.20	23rd April 2021 at 10.00am
2.31	Performance security is 10% of the bid price.

EVALUATION OF TENDERS

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

1.2 The technical evaluation shall be performed, and points awarded to the tenderers according to the evaluation criteria in the appendix to instructions to tender. Only the tenderer's who pass the 100% overall mark shall qualify for the financial evaluation.

1.3 The financial evaluation shall consist of a comparison of the total bid price, including all costs, as well as duties and taxes payable for the equipment.

Preliminary Requirements (Mandatory)

Tenderers are to furnish the following documents which are mandatory before any further technical and financial evaluations are to be undertaken;

- a) **Certificate of Incorporation/Registration**
- b) **Original Tender Security of Ksh100,000.00 from a bank Registered in Kenya or from an Insurance Company Approved by PPRA. Valid for 210 days from the date of tender opening.**
- c) **Valid KRA tax compliance certificate (for local firms).**
- d) **Manufacturer's Authorization Form duly filled**
- e) **Completed and signed form of tender with prices inclusive of all taxes.**
- f) **Duly filled and signed Confidential Business Questionnaire**
- g) **Duly filled and signed self-declaration that the person/tender is not debarred in the matter of the public procurement and asset disposal act.**
- h) **Duly filled and signed Self declaration that the person/tender not to engage in any corrupt or fraudulent practice**
- i) **Bidders must paginate all their documents and initialize each page**

Technical Evaluation Criteria

Supply, Installation and Commissioning of Existent Gum Test Equipment/Assembly at PS 27 (Eldoret depot laboratory) and PS 28 (Kisumu depot laboratory)	
Technical Specification	Complied /Not Complied
The existent gum assembly shall meet the requirements of test method ASTM D381/IP 131	
<p>The supply shall include a solid metal block bath with the following features:</p> <ul style="list-style-type: none"> a) Capable of heating from ambient to 260 degrees Celsius minimum, b) Digital temperature control that displays both set and actual temperature, c) Provided with at least five (5) test wells and a thermometer well, d) Power requirements: 240V/50Hz. 	
<p>The supply shall include a steam generator with the following features:</p> <ul style="list-style-type: none"> a) Electrically heated, b) Feed water pump fitted with safety valves, water level control and cut-out, c) Capable of producing adequate steam to meet flow rate of 1,000 +/- 150 mL/S at each of the outlets, d) Supplied with removable taper-fit conical steam/air jet adaptors with copper or stainless-steel screens and steam/air flow control valves and gauges. e) Power requirements: 240V/50Hz. 	
The supply shall include a steam super-heater with the following	

<p>features:</p> <ul style="list-style-type: none"> a) Electrically heated, b) Capable of super-heating steam from the steam generator to deliver steam to the evaporating bath at 232 to 246 degrees Celsius, c) Flow indicators calibrated for both steam and air capable of metering both air and steam flow at each outlet, d) The steam super-heater shall be provided with compatible pipes, minimum of 5No. steam/air jet assemblies and at least 5No. borosilicate glass beakers, e) Power requirement: 240V/50Hz. 	
<p>The supply shall include a rotary compressor complete with delivery piping, valves and regulators with the following features:</p> <ul style="list-style-type: none"> a) Storage capacity: 100 liters minimum, b) Capable of producing adequate air to meet a flow rate of 600 +/- 90 mL/S at each of the outlets, c) Power requirement: 240V/50Hz. 	
<p>The supply shall include instructions manual authored in English</p>	
<p>The flow of steam or air shall be adjustable by an inlet control valve and monitored on gauges calibrated for both air and steam.</p>	
<p>Supply shall include installation, commissioning and onsite user training at PS 27 (Eldoret) and PS 28 (Kisumu) laboratories.</p>	
<p>Potential bidders must visit both sites to assess work to be carried out and attach evidence of the site visits to the bid documents.</p>	
<p>All related civil works including piping and electrical connections shall be undertaken by the supplier who will also ensure the aesthetic appearance of the work areas are restored to their former status at the end of the works.</p>	
<p>The cost of supply, installation & commissioning and onsite user</p>	

training at the two sites must be quoted for separately.	
Supply shall include calibration certificates for pressure/flow gauges	
The bid offer shall be accompanied with stamped and detailed equipment brochures in English language.	
The bid documents shall clearly indicate make/model/manufacture of the assemblies to be supplied.	
Warranty: minimum 12 months	
Other Requirements	
Estimated duration of delivery: 3 months maximum	
Bidder to provide detailed information including names and addresses of manufacturer recognized entity/entities authorized to provide service and maintenance back-up.	
T	
<u>Note:</u> Bid shall be considered technically responsive if it has a full score on technical specifications	

Only those Tenderer's who pass a minimum of 100% mark on the technical evaluation criteria shall have their financial submissions evaluated. Those who do not pass the technical evaluation shall not be considered in the financial evaluation.

Financial evaluation

The financial evaluation shall consist of a comparison of the price, including all costs, as well as duties and taxes payable, price validity period and delivery period.

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

The employer may, prior to the award of the tender, confirm the qualifications of the tenderer who submitted the lowest evaluated responsive tender in order to determine whether the tenderer is qualified to be awarded the contract

SECTION III: GENERAL CONDITIONS OF CONTRACT

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

- (a) “The Contract” means the agreement entered into between Kenya Pipeline Company Limited and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Goods” means items under the various Lots which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” means Kenya Pipeline Company Limited, the organization purchasing the Goods under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

3.3 Country of Origin

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

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

3.4 Standards

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

3.5 Use of Contract Documents and Information

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

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

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

3.6 Intellectual Property Rights

3.6.1 The tenderer shall indemnify Kenya Pipeline Company Limited against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity's country

3.7 Performance Security

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

3.8 Inspection and Tests

- 3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alternations necessary to make specification requirements free of costs to the Procuring entity.

3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

3.8.5 Nothing in this paragraph shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 Packing

3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

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

3.10 Delivery and Documents

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

3.11 Insurance

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

3.12 Payment

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

3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

3.13 Prices

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

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

3.13.3 Where contract price variation is allowed, the variation shall not exceed 15% of the original contract price.

3.14. Assignment

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

3.15 Subcontracts

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

3.16 Termination for default

3.16.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part

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

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

3.17 Liquidated Damages

3.17.1. If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the

contract prices liquidated damages sum equivalent to 0.5% of the delayed goods up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.18 Resolution of Disputes

3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

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

3.19 Language and Law

3.19.1 The language of the contract and the Law governing the contract shall be English language and the Laws of Kenya respectively.

3.20 Force Majeure

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

3.21 Warranty

The vendor shall soon as reasonably practicable repair or replace all goods which are or become defective during a period of twelve (12 months) from

putting into service or 18 months from delivery, whichever shall be shorter, where such defects occur under proper usage and are due to faulty design, vendor's erroneous instructions as to use or inadequate or faulty materials or workmanship, or any other breach of vendor's warranties, expressed or implied. Repairs and replacements shall themselves be subject to the foregoing obligations for a period of twelve (12) months from the date of delivery, reinstallation or passing of tests, if any, whichever is appropriate after repair or replacement.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

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

4.2 Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	The performance bond shall be 10% of the contract sum from a Bank registered in Kenya. Expiry of the Performance Bond shall be on completion of inspection and acceptance by KPC.
3.12.1	100% Payment shall be made after inspection and acceptance of the goods.
3.13.1	Prices charged by the tenderer for goods delivered and services performed under the Contract shall not vary from the prices by the tenderer in its tender.
3.17.1	If the tenderer foresees failure to deliver any or all of the goods within the period specified in the contract arising from delay, impediment or prevention by KPC, the tenderer may apply for extension of the contract period at least two (2) months before the expiry of the contract.
3.21	12 months. Bidders must attach a warranty certificate

SECTION V: TECHNICAL SPECIFICATIONS

Supply, Installation and Commissioning of Existent Gum Test Equipment/Assembly at PS 27 (Eldoret depot laboratory) and PS 28 (Kisumu depot laboratory)

Number Required

Two (2)

Technical Specification

The existent gum assembly shall meet the requirements of test method ASTM D381/IP 131

The supply shall include a solid metal block bath with the following features:

- a) Capable of heating from ambient to 260 degrees Celsius minimum,
- b) Digital temperature control that displays both set and actual temperature,
- c) Provided with at least five (5) test wells and a thermometer well,
- d) Power requirements: 240V/50Hz.

The supply shall include a steam generator with the following features:

- a) Electrically heated,
- b) Feed water pump fitted with safety valves, water level control and cut-out,
- c) Capable of producing adequate steam to meet flow rate of 1,000 +/- 150 mL/S at each of the outlets,
- d) Supplied with removable taper-fit conical steam/air jet adaptors with copper or stainless-steel screens and steam/air flow control valves and gauges.
- e) Power requirements: 240V/50Hz.

The supply shall include a steam super-heater with the following features:

- a) Electrically heated,
- b) Capable of super-heating steam from the steam generator to deliver steam to the evaporating bath at 232 to 246 degrees Celsius,
- c) Flow indicators calibrated for both steam and air capable of metering both air and steam flow at each outlet,

<p>d) The steam super-heater shall be provided with compatible pipes, minimum of 5No. steam/air jet assemblies and at least 5No. borosilicate glass beakers,</p> <p>e) Power requirement: 240V/50Hz.</p>
<p>The supply shall include a rotary compressor complete with delivery piping, valves and regulators with the following features:</p> <p>a) Storage capacity: 100 liters minimum,</p> <p>b) Capable of producing adequate air to meet a flow rate of 600 +/- 90 mL/S at each of the outlets,</p> <p>c) Power requirement: 240V/50Hz.</p>
<p>The supply shall include instructions manual authored in English</p>
<p>The flow of steam or air shall be adjustable by an inlet control valve and monitored on gauges calibrated for both air and steam.</p>
<p>Supply shall include installation, commissioning and onsite user training at PS 27 (Eldoret) and PS 28 (Kisumu) laboratories.</p>
<p>Potential bidders must visit both sites to assess work to be carried out and attach evidence of the site visits to the bid documents.</p>
<p>All related civil works including piping and electrical connections shall be undertaken by the supplier who will also ensure the aesthetic appearance of the work areas are restored to their former status at the end of the works.</p>
<p>The cost of supply, installation & commissioning and onsite user training at the two sites must be quoted for separately.</p>
<p>Supply shall include calibration certificates for pressure/flow gauges</p>
<p>The bid offer shall be accompanied with stamped and detailed equipment brochures in English language.</p>
<p>The bid documents shall clearly indicate make/model/manufacture of the assemblies to be supplied.</p>
<p>Warranty: minimum 12 months</p>

Other Requirements
Estimated duration of delivery: 3 months maximum
Bidder to provide detailed information including names and addresses of manufacturer recognized entity/entities authorized to provide service and maintenance back-up.
Note: Bid shall be considered technically responsive if it has a full score on technical specifications

SECTION VI: SCHEDULE OF PRICES

Item	Description	Country of Origin	Unit	QTY	Unit Price	Total Price
1	Supply, installation & commissioning and onsite user training of existent gum assembly at PS 27 (Eldoret depot laboratory)			1		
2	Supply, installation & commissioning and onsite user training of existent gum assembly at PS 28 (Kisumu depot laboratory)			1		

Total Cost (Ex works)	
Discount (%) if any	
Sea freight charges to Mombasa Port	
Other charges (if any)	
TOTAL COST & FREIGHT, CFR Mombasa Port	
VAT	
POINT OF DELIVERY	PS 27 (KPC Eldoret depot) and PS 28 (KPC Kisumu depot) laboratories
TOTAL DELIVERED COST (Carried forward to form of tender)	

Delivery Period: 12 weeks

Signature of tenderer _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

SECTION VII: STANDARD FORMS

7.1 Tender Form

Date:

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

Ladies and/or Gentlemen:

Having examined the tender documents including the technical specification, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Supply, installation and commissioning of existent gum assemblies at PS 27 (Eldoret depot) and PS 28 (Kisumu depot) laboratories** in conformity with the said tender documents for the sum of

.....[*Total tender amount in words and figures*] inclusive of all taxes or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

1. We undertake, if our Tender is accepted, to deliver the materials in accordance with the delivery period specified.
2. If our Tender is accepted, we will obtain a bank guarantee for a sum equivalent to 10% of the Contract Price for the due performance of the Contract, in the form prescribed by Kenya Pipeline Company Limited.
3. We agree to abide by this Tender for a period of **180 days** from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 2021.

[signature]

[in the capacity of]

Duly authorized to sign tender for and on behalf of

.....

7.2 Confidential Business Questionnaire Form

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

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

Part 1 – General:			
Business			Name
.....			
Location	of	business	premises.
.....			
Plot	No.....	Street/Road	
.....			
Postal Address	Tel No.	Fax
E mail			
Nature	of	Business	
.....			
Registration	Certificate	No.	
.....			
Maximum value of business which you can handle at any one time – Kshs.....			
Name	of	your bankers	Branch
.....			

	Part 2 (a) – Sole Proprietor		
	Your name in full		Age
		
	Nationality	Country of origin
		
	• Citizenship		details
		

	<p>.....</p> <p>•</p>																																				
	<p>Part 2 (b) Partnership</p> <p>Given details of partners as follows:</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship</th> </tr> <tr> <th>Details</th> <th>Shares</th> <th></th> </tr> </thead> <tbody> <tr> <td>1.</td> <td></td> <td></td> </tr> <tr> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> </tr> <tr> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td></td> <td></td> </tr> <tr> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td></td> <td></td> </tr> <tr> <td>.....</td> <td></td> <td></td> </tr> </tbody> </table>	Name	Nationality	Citizenship	Details	Shares		1.			2.			3.			4.								
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	<p>Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>.....</p> <p>.....</p> <p>State the nominal and issued capital of company-</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship Details</th> </tr> <tr> <th>Shares</th> <th></th> <th></th> </tr> </thead> <tbody> <tr> <td>1.....</td> <td></td> <td></td> </tr> <tr> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> </tr> <tr> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td></td> <td></td> </tr> <tr> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td></td> <td></td> </tr> <tr> <td>.....</td> <td></td> <td></td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares			1.....					2.					3.					4.				
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<p>Date Signature of Candidate</p> <p>.....</p>	

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

7.3. Tender-Securing Declaration form

DATE.....

TENDER NO.....

TO:.....

.....

I/We, the undersigned, declare that:

1. I/We understand that, according to your Conditions, Bids must be supported by a Tender-Securing Declaration.
2. I/We accept that I/We will automatically be suspended from being eligible for tendering in any Contract with the Purchaser for the period of time of 3 years starting on....., if we are in breach of our obligation(s) under the bid conditions, because we:
 - a). have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet or
 - b). having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity,
 - (i) fail or refuse to execute the Contract if required
 - (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenderers
3. I/We understand that the Tender-Securing Declaration shall expire if we are not successful Tenderer(s) upon the earlier of,
 - (a) our receipt of a copy of your notification of the name of the successful Tenderer or
 - (b) thirty days after the expiration of our Tender
4. I/We understand that I am/We are in a Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender-Securing Declaration shall be in the names of all future partners as named in the letter of intent

Signed.....

Capacity/Title.....

Name.....

...

Duly authorized to sign the bid for and on behalf

of.....

.....
.....

Dated.....day
of.....

Seal or Stamp

7.4: Contract Form

THIS AGREEMENT made the _____ day of _____ 2021 between **Kenya Pipeline Company Limited** of **Kenya** (hereinafter called “the Procuring entity”) of the one part and..... of..... *[city and country of tenderer]* (hereinafter called “the Tenderer”) of the other part:

WHEREAS the Procuring entity invited tenders for certain materials, viz **Supply, installation and commissioning of existent gum assemblies at PS 27 (Eldoret depot) and PS 28 (Kisumu depot) laboratories**

and has accepted a tender by the tenderer for the supply of those materials in the sum

of.....

.....

.....

.....

..... *[Contract price in words and figures]* (Hereinafter called “the Contract Price”)

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer;
 - (b) the Technical Specifications;
 - (c) the General Conditions of Contract;
 - (d) the Special Conditions of Contract;
3. In consideration of the payments to be made by the Procuring entity to the Tenderer as hereinafter mentioned, the Tenderer hereby covenants with the Procuring entity to provide the materials and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

SIGNED for and on behalf of **KENYA PIPELINE COMPANY LTD**

Company Secretary)

Managing Director.....)

SIGNED AND SEALED with the common seal of [name of tenderer].

Authorised Representative

Name:)

Sign:)

Title:)

In the presence of:-

Witness)

7.5: Performance Security Form

To: **Kenya Pipeline Company Limited**

1.1 WHEREAS M/s
(hereinafter called “the tenderer”) has undertaken, in pursuance of Contract
No. _____ [reference number of the contract] dated
_____ 2021 **Supply, installation and commissioning of existent
gum assemblies at PS 27 (Eldoret depot) and PS 28 (Kisumu depot)
laboratories**

(hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the
tenderer shall furnish you with a bank guarantee by a reputable bank for the sum
specified therein as security for compliance with the Tenderer’s performance
obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you,
on behalf of the tenderer, up to a total of

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

[amount of the guarantee in words and figures]

and we undertake to pay you, upon your first written demand declaring the
tenderer to be in default under the Contract and without cavil or argument, any
sum or sums within the limits
of.....

.....
[amount of guarantee] as aforesaid, without your needing to prove or to show
grounds or reasons for your demand or the sum specified therein.

**This guarantee is valid until the completion of Inspection and acceptance
by Kenya Pipeline Company Limited.**

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

7.6: Manufacturer's Authorization Form

To [name of the Procuring entity]

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

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

[signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a competent person.

7.7. Self declaration that the person/tender is not debarred in the matter of the public procurement and asset disposal act.

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

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

1. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceedings under part IV of the Act.

2. THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief.

.....
Title	Signature	Date

Bidder Official Stamp

7.8: Self declaration that the person/tender not to engage in any corrupt or fraudulent practice

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

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

2. THAT the aforesaid Bidder, its servants and/or agents/subcontractors will not
engage in any corrupt or fraudulent practice and shall not be requested to pay
any inducement to any member of the Board of Management, Staff and/or
employees and/or agents of the Kenya Pipeline Company Ltd which is the
procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents/subcontractors have
not offered any inducement to any member of the Board, Management, Staff
and/or employees and/or agents of the Kenya Pipeline Company Ltd.

4. THAT the aforesaid bidder will not engage/has not engaged in any collusive
practice with other bidders participating in the subject tender.

5. THAT what is deponed to hereinabove is true to the best of my knowledge,
information and belief.

.....
Title	Signature	Date

Bidder Official Stamp

7.9 Tender security form

Whereas [*name of the tenderer*]

(hereinafter called “the tenderer”) has submitted its tender dated
[*date of submission of tender*] for the supply, installation and commissioning of
.....[*name and/or description of the equipment*]

(hereinafter called “the Tender”)
KNOW ALL PEOPLE by these presents that WE
..... of having our
registered office at (hereinafter called “the Bank”), are bound
unto [*name of Procuring entity*] (hereinafter called “the Procuring
entity”) in the sum of for which payment well
and truly to be made to the said Procuring entity, the Bank binds itself, its
successors, and assigns by these presents. Sealed with the Common Seal of the
said Bank this _____ day of _____ 20 _____.

THE CONDITIONS of this obligation are:-

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

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

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

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

APPENDIX 1



The tenderer shall furnish pre-tender site visit certificates for **Supply, installation and commissioning of existent gum assemblies at PS 27 and PS 28 laboratories** to show that he has visited the site of the works duly signed by the Employer's Representative.

This is to certify that I,

.....
(Name of Tenderer or Representative)

Of the firm of

.....

In the presence of

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

visited Pump Station in connection with the tender for **Supply, installation and commissioning of existent gum assemblies at PS 27 and PS 28 laboratories** as specified in the said tender document.

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

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

Signed

.....
(Tenderer's Representative)

Witness

.....
(Signature of the Employer's Representative conducting the visits)

Date.....