

KENYA PIPELINE COMPANY LIMITED



INVITATION TO TENDER

**TENDER DOCUMENT FOR PROVISION OF SERVICES FOR VALUATION,
VERIFICATION & UPDATE OF SAP ASSET MASTER RECORDS.**

TENDER NUMBER: KPC/PU/006 – OT/18 – 19

FEBRUARY 2019

1.0 BACKGROUND

Kenya Pipeline Company Limited is a state corporation wholly owned by the GoK and was incorporated in 1973 under Companies Act, Cap 486 of the Laws of Kenya. Its mandate is to construct, operate and maintain a multi-products pipeline system and related white-oils storage facilities for transportation of petroleum products from Mombasa to the hinterland. The pipeline system currently transports petroleum products for the Kenyan market and for the neighbouring countries of Uganda, Rwanda, Burundi, Northern Tanzania, Eastern DRC and Southern Sudan.

The Mombasa – Nairobi Pipeline was commissioned in 1978 consisting of a 450 km 14”diameter pipeline. The initial installed flow rate of the system was 440m³/hr (3.85billion litres per year). The products flow was until November 2008 controlled by 4No. Pump Stations (PS) situated at Changamwe Mombasa (PS 1), Maungu near Voi (PS3), Mtito Andei (PS5) and at Sultan Hamud (PS7). Following a rise in demand for petroleum products, KPC commissioned 4No. additional pump stations at Samburu (PS2), Manyani (PS4), Makindu (PS6), and Konza (PS8) in November 2008 to enhance the flow rate to match future increase in petroleum products market demand.

The Western Kenya Pipeline Extension (WKPE) was commissioned in 1994, which consists of a 325km pipeline from Nairobi to Eldoret (Line 2) and 121km pipeline from Sinendet to Kisumu (Line 3). The diameter is 8-inch from Nairobi –Burnt Forest and 6-inch from Sinendet to Kisumu and Burnt Forest to Eldoret. The products flow is controlled at Nairobi Terminal (PS 21), Ngema (PS 22), Morendat (PS 23) and Nakuru (PS 24). At construction, WKPE had an installed flow rate of 160m³/hr, which was increased to 220m³/hr, by the construction of a pump station at Morendat in 2004.

Besides the pipeline network and the storage tanks, Kenya Pipeline Company Limited also has existing ‘common user’ truck loading facilities at Western Kenya Depots (Nakuru, Eldoret & Kisumu). The loading pumps have the capacity to deliver fuel at a rate of 1,700litres /min, a rail loading facility at Eldoret and hydrant facilities for fuelling of aircrafts at the Jomo Kenyatta International Airport and Moi International Airport.

Kenya Pipeline Company Limited has just concluded capacity enhancement projects namely; the construction of a parallel line from Mombasa to Nairobi, Additional tanks Nairobi terminal & Kisumu oil jetty facility among others to enhance the supply of petroleum products for Western Kenya and the neighbouring countries (Uganda, Northern Tanzania, Rwanda, Burundi, Eastern DRC and Southern Sudan) & transport of petroleum products from Mombasa to Nairobi. It is therefore imperative that Kenya Pipeline Company

Limited should from time to time take stock of its assets and because of this, Kenya Pipeline Company Limited wishes to engage a professional valuation company to undertake an exhaustive asset verification, valuation & SAP asset master data records update exercise which will cover all its assets, that is land, buildings, pipeline installation and associated peripherals (e.g. storage tanks) plant, machinery, office furniture and equipment and motor vehicles.

SECTION I – INVITATION TO TENDER

Date:

Tender REF No KPC/PU/006 – OT/18 – 19

Tender name: VALUATION, VERIFICATION & UPDATE OF SAP ASSET MASTER RECORDS.

Kenya Pipeline Company Limited invites sealed tenders from eligible service providers to offer **VALUATION, VERIFICATION & UPDATE OF SAP ASSET MASTER RECORDS.**

- 1.1 Interested eligible candidates can view and download the documents from the website www.kpc.co.ke at no cost. Bidders will be required to email their detailed contact information to opentender@kpc.co.ke for recording, further clarifications and addenda. No other email addresses should be used.
- 1.2 Interested eligible candidates shall attach the following mandatory requirements and place them in a separate envelope marked **“Mandatory Requirements”**
 - a) Certificate of Incorporation/Registration
 - b) Original Tender Security of **Kshs. 500,000.00** from a bank Registered in Kenya or from an Insurance Company Approved by PPRA or equivalent in foreign currency. Valid for 180 days from the date of tender opening.
 - **Original Tender Security must be deposited at the office of General Manager (Supply Chain) not later than 10.00a.m. on Monday 25th February 2019. Any Tender Security documents received after the specified time shall not be accepted and the bidder shall be deemed non-responsive**
 - c) Valid KRA tax compliance certificate (for local firms).
 - d) Signed declaration form
 - e) Bidders must paginate all their documents and initialize each page.
 - f) Completed and signed form of tender with prices inclusive of all taxes

KPC reserves the right to confirm the authenticity of all documents submitted without notice to Tenderers. Any attempt by bidders to

misrepresent themselves by submitting documents that are not genuine will amount to automatic disqualification.

- 1.3 Prices quoted should be inclusive of all taxes and delivery costs, must be expressed in **Kenya Shillings** and shall remain valid for a period of **(150) days** from the closing date of the tender.
- 1.4 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.
- 1.5 All bidders will be required to submit the tenders VIA SRM portal <https://e-procurement.kpc.co.ke/irj/portal>. So as to be received on or before **10.00am on 26th February 2019**.

NO BIDS WILL BE ACCEPTED IN THE TENDER BOX

- 1.6 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at Kenya Pipeline Company Limited's Kenpipe Plaza, Sekondi Road, Off Nanyuki Road, Industrial Area.
- 1.7 Tender documents are not transferable. Kenya Pipeline Ltd reserves the right to accept or reject any tender either in whole or in part.

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

SECTION II – INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1.** This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2.** The Kenya Pipeline Co. Ltd 's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3.** Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Kenya Pipeline Co. Ltd to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4.** Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

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

2.2.2 Contents of tender documents

- 2.2.3** The tender document comprises of the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenders

- i) Instructions to tenderers
- ii) General Conditions of Contract
- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Details of service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form

- x) Tender security form
- xi) Performance security form
- xii) Principal's or manufacturers authorization form
- xiii) Declaration form

2.2.4 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.

2.3 Clarification of Documents

2.3.1. A prospective candidate making inquiries of the tender document may notify the Kenya Pipeline Co. Ltd in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Kenya Pipeline Co. Ltd will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the Kenya Pipeline Co. Ltd. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents”

2.3.2. The Kenya Pipeline Co. Ltd shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.4 Amendment of documents

2.4.1. At any time prior to the deadline for submission of tenders, the Kenya Pipeline Co. Ltd , for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

2.4.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

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

amendment of the tender documents to be taken into account in the preparation or amendment of tenders.

2.5 Language of tender

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

2.6 Documents Comprising the Tender

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

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

Form of Tender

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

2.7 Tender Prices

2.7.1. The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

2.7.2. Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

2.7.3. Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

- 2.7.4.** Contract price variations shall not be allowed for contracts not exceeding one year (12 months) and such variation shall only be considered after 12 months from the date of signing the Contract.
- 2.7.5.** Where contract price variation is allowed, the variation shall not exceed 15% of the original contract price.
- 2.7.6.** Price variation requests shall be processed by the Kenya Pipeline Co. Ltd within 30 days of receiving the request.

2.8 Tender Currencies

- 2.8.1.** 2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

2.9 Tenderers Eligibility and Qualifications.

- 2.9.1.** Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.9.2.** 2. The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Kenya Pipeline Co. Ltd 's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security- must be valid for 180 days

- 2.12.1** The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.
- 2.12.2** The tender security shall be **Kshs. 500,000** and must be valid for 180 days from the date of tender opening.
- 2.12.2**The tender security is required to protect the Kenya Pipeline Co. Ltd against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.3**The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:
- a) A bank guarantee.
 - b) Cash.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit

- 2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Kenya Pipeline Co. Ltd as nonresponsive, pursuant to paragraph 2.20
- 2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Kenya Pipeline Co. Ltd.
- 2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.
- 2.12.7 The tender security may be forfeited:
- (a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the Kenya Pipeline Co. Ltd on the Tender Form; or
- (b) In the case of a successful tenderer, *if* the tenderer fails:
- (i) to sign the contract in accordance with paragraph 2.26
or
(ii) to furnish performance security in accordance with paragraph 2.27.

2.13 Validity of Tenders

- 2.13.1 Tenders shall remain valid for **150 days** or as specified in the invitation to tender after date of tender opening prescribed by the Kenya Pipeline Co. Ltd, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Kenya Pipeline Co. Ltd as nonresponsive.
- 2.13.2 In exceptional circumstances, the Kenya Pipeline Co. Ltd may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

- 2.14.1 The tenderer shall prepare two copies of the tender, clearly / marking each "**ORIGINAL TENDER**" and "**COPY OF TENDER,**" as appropriate. In

the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

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

2.15 **Sealing and Marking of Tenders**

2.15.1 All bidders will be required to submit the tenders VIA SRM portal <https://e-procurement.kpc.co.ke/irj/portal>. So as to be received on or before **10.00am 26th February 2019**.

2.15.2 **THIS IS A ONE ENVELOPE TENDER**

NO BIDS WILL BE ACCEPTED IN THE TENDER BOX

2.16 **Deadline for Submission of Tenders**

2.16.1 Tenders must be received by the Kenya Pipeline Co. Ltd uploaded to the portal as specified under paragraph 2.15.1 no later than **10:00 am 26th February 2019**.

2.16.2 The Kenya Pipeline Co. Ltd may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5, in which case all rights and obligations of the Kenya Pipeline Co. Ltd and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.17 **Modification and withdrawal of tenders**

2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tender's is received by the Kenya Pipeline Co. Ltd prior to the deadline prescribed for the submission of tenders.

2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of

paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.17.5 The Kenya Pipeline Co. Ltd may at any time before awarding the contract terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

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

2.18 Opening of Tenders

2.18.1 The Kenya Pipeline Co. Ltd will open all tenders in the presence of tenderers' representatives who choose to attend, at **10:00 am 26th February 2019** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

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

2.19 Clarification of tenders

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

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

Comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 **Preliminary Examination and Responsiveness**

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

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

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

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.22, the Kenya Pipeline Co. Ltd will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Kenya Pipeline Co. Ltd 's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the Kenya Pipeline Co. Ltd and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 **Conversion to a single currency**

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

2.22 **Evaluation and comparison of tenders.**

2.22.1 The Kenya Pipeline Co. Ltd will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the labor to be used in the provision of the services. There shall be no correction of arithmetic errors. The completed Bills of Quantities shall match KPC requirements (BOQ). Any amendments to the KPC BOQ shall be considered non-responsive and result in disqualification of the bid.

2.22.3 The Kenya Pipeline Co. Ltd 's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a) operational plan proposed in the tender;

(b) deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 2.22.3 the following evaluation methods will be applied:

(a) **Operational Plan.**

The Kenya Pipeline Co. Ltd requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the Kenya Pipeline Co. Ltd 's required delivery time will be treated as non-responsive and rejected.

(b) Payment schedule.

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

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

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

(a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.

- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.

2.23. Contacting the Kenya Pipeline Co. Ltd

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

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

2.24 Award of Contract

a) Post qualification

2.24.1 In the absence of pre-qualification, the Kenya Pipeline Co. Ltd will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

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

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

b) Award Criteria

2.24.3 Subject to paragraph 2.24 the Kenya Pipeline Co. Ltd will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be

the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.4 The Kenya Pipeline Co. Ltd reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Kenya Pipeline Co. Ltd 's action. If the Kenya Pipeline Co. Ltd determines that none of the tenderers is responsive; the Kenya Pipeline Co. Ltd shall notify each tenderer who submitted a tender.

2.24.5 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 **Notification of award**

2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the Kenya Pipeline Co. Ltd pursuant to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.26, the Kenya Pipeline Co. Ltd will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 **Signing of the Contract**

2.26.1 At the same time as the Kenya Pipeline Co. Ltd notifies the successful tenderer that its tender has been accepted, the Kenya Pipeline Co. Ltd will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Signing of the contract shall be within the tender validity period but not until fourteen (14) days have elapsed from the date of notification of award. The successful tenderer shall sign the contract and return it to KENYA PIPELINE COMPANY.

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

2.27 Performance Security

2.27.1 Within thirty (30) days of the receipt of notification of award from the Kenya Pipeline Co. Ltd, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Kenya Pipeline Co. Ltd.

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

2.28 Corrupt or Fraudulent Practices

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

2.28.2 The Kenya Pipeline Co. Ltd will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

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

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

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

Instructions to tenderers	Particulars of appendix to instructions to tenderers	
2.7	<p>Tenderer shall furnish the following mandatory documents with their bid</p> <ul style="list-style-type: none"> a) Certificate of Incorporation/Registration b) Original Tender Security of Kshs. 500,000.00 from a bank Registered in Kenya or from an Insurance Company Approved by PPRA or equivalent in foreign currency. Valid for 180 days from the date of tender opening. <p>➤ Original Tender Security must be deposited at the office of General Manager (Supply Chain) not later than 10.00a.m. on Monday 25th February 2019. Any Tender Security documents received after the specified time shall not be accepted and the bidder shall be deemed non-responsive</p> <ul style="list-style-type: none"> c) Valid KRA tax compliance certificate (for local firms). d) Signed declaration form e) Bidders must paginate all their documents and initialize each page. f) Completed and signed form of tender with prices inclusive of all taxes 	
2.11	Particulars of eligible tenderers	
2.10	Tenderer shall quote in Kenya Shillings	
2.12	Tender security in the amount of Kshs. 500,000	
2.22.4	<p>Payment schedule-</p> <ol style="list-style-type: none"> 1. 10% upon the Client's receipt of Inception Report and the contract signed by the Consultant 2. 40% upon the Client's receipt of the draft reports, acceptable to the Client; and 3. 30% upon the Client's receipt of the final report, acceptable to the Client 	

	<p>4. 20% upon upload of the data to SAP asset master records.</p> <p>Payment shall be made in not more than thirty [30] days following submission by the Consultant of invoices.</p>	
2.27	<p>Performance Security shall be 10% of the contract sum. The performance bond shall be in form of a bank guarantee from a financial institution approved by KPC and shall state that it will expire upon issue of a Certificate of Completion from KPC.</p>	

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

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- a) "The contract" means the agreement entered into between the Kenya Pipeline Co. Ltd and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.

"The services" means **VALUATION, VERIFICATION & UPDATE OF SAP ASSET MASTER RECORDS** services to be provided by the contractor including labor and incidentals which the tenderer is required to provide to the Kenya Pipeline Co. Ltd under the Contract.

- c) "The Procuring Entity" means Kenya Pipeline Company Limited
- d) "The contractor means the individual or firm providing the services under this Contract.
- e) "GCC" means general conditions of contract contained in this section
- f) "SCC" means the special conditions of contract
- g) "Day" means calendar day

3.2 Application

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

3.3 Standards

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

3.5 Patent Right's

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

3.6 Performance Security

- 3.6.1 Within Thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Kenya Pipeline Co. Ltd the performance security where applicable in the amount specified in Special Conditions of Contract.
- 3.6.2 The proceeds of the performance security shall be payable to the Kenya Pipeline Co. Ltd as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Kenya Pipeline Co. Ltd and shall be in the form of:
- a) A bank guarantee.
 - b) Such insurance guarantee approved by the Authority.
- 3.6.4 The performance security will be discharged by the Kenya Pipeline Co. Ltd and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

- 3.7.1 The Kenya Pipeline Company Limited or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Kenya Pipeline Co. Ltd shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Kenya Pipeline Co. Ltd.
- 3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Kenya Pipeline Co. Ltd may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Kenya Pipeline Co. Ltd.

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

3.8 **Payment**

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

3.9 **Prices**

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

3.10 **Assignment**

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

3.11 **Termination for Default**

Kenya Pipeline Co. Ltd may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

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

In the event Kenya Pipeline Co. Ltd terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the

tenderer shall be liable to the Kenya Pipeline Co. Ltd for any excess costs for such similar services.

3.12 Termination of insolvency

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

3.13 Termination for convenience

3.13.1 Kenya Pipeline Co. Ltd by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the Kenya Pipeline Co. Ltd convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

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

3.14 Resolution of disputes

The Kenya Pipeline Co. Ltd 's and the supplier shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract. If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution shall be referred to the high court of Kenya.

3.15 Governing Language

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

3.16 Force Majeure

Neither party shall be liable *for* forfeiture of its performance security, or termination for default if and to the extent that its delay in performance

or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.17 Applicable Law.

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

3.18 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

General conditions of contract reference	Special conditions of contract
3.6	Performance Security shall be 10% of the contract sum. The performance bond shall be in form of a bank guarantee and shall state that it will expire upon issue of a Certificate of Completion from KPC.
3.8	<p>Payment schedule-</p> <ol style="list-style-type: none"> 1. 10% upon the Client's receipt of Inception Report and the contract signed by the Consultant 2. 30% upon the Client's receipt of the draft reports, acceptable to the Client; and 3. 40% upon the Client's receipt of the final report, acceptable to the Client 4. 20% upon upload of the data to SAP asset master records. <p>Payment shall be made in not more than thirty [30] days following submission by the Consultant of invoices.</p>
3.9	This is a fixed sum contract
3.14	All disputes shall be referred to the High Court of Kenya
3.17	This contract shall be governed by the Laws of Kenya
3.18	Kenpipe Plaza, Sekondi Road, (off Nanyuki Road), Industrial Area, Nairobi P.O.Box 73442 - 00200, Tel: 020 2606500-4

SECTION V – SCOPE OF WORK

Kenya pipeline fixed assets to be revalued are spread in various pump stations (PS) as follows: PS 14 (Kipevu), PS 1 (Changamwe), PS 12 (Moi international Airport), PS 2 (Samburu), PS 3 (Maungu), PS 4 (Manyani), PS 5 (Mutito Andei), PS 6 (Makindu), PS 7 (Sultan Hamud), PS 8 (Konza), PS 9 (Jomo Kenyatta international airport), PS 10 (Nairobi terminal), HQ (Head office), PS 21 (Nairobi Terminal), PS 22 (Ngema), PS 23 (Morendat), PS 24 (Nakuru-Solio), PS 25 (Nakuru), PS 26 (Sinendet), PS 26 A (Burnt forest), PS 27 (Eldoret) & PS 28 (Kisumu).

The exercise will involve:

- i. Physical verification,
- ii. Revaluation and
- iii. SAP Asset Master Data update for all assets in all the stations.

The report should clearly indicate the new useful lives for each asset.

Kenya Pipeline Company Ltd.'s Fixed Assets Register shall form the basis for the verification & valuation exercise hence any verified asset must be allocated a value and the revised useful life. A separate report on the assets in the fixed assets register that could not be physically verified should be provided after reconciliation. The report should be in both soft copy and hard copies and this will be verified by KPC, Corporate Finance Department (Fixed Assets Unit) before the final upload into SAP. Typing errors and assets mismatch will lead to rejection of the whole report.

The winning bidder should have basic understanding and knowledge of SAP - ERP (Fixed Assets module) or demonstrate a prior joint venture with a third party that meets the requirement of valuation data upload. The person should:

1. A Certified SAP FI consultant.
2. Rigorously test in DEV and QAS for both technical and quality assurance before upload.
3. Uploading all reconciled fixed assets revaluation values and checking for completeness and accuracy for financial reporting.
4. Should have handled revaluation data upload for the last five (5) years with a company which has an asset base of at least Kshs. 10 billion or more.
5. The exercise will include site visits to all KPC installations to verify and value assets.

VI- SCHEDULE OF REQUIREMENTS

This invitation to tender is open to all Tenderers who are eligible as stated in the Instruction to Tenderers.

- 2.13.2 Kenya Pipeline Company Limited's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender.
- 2.13.3 To qualify for contract awards, the tenderer shall have the following:
- (a) Necessary qualifications, capability, experience and resources/facilities as outlined in this RFP to provide the services outlined in the terms of reference.
 - (b) Legal capacity to enter into a contract for the provision for the services in form of a certificate of incorporation.
 - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings in any jurisdiction.
 - (d) Shall not be debarred from participating in public procurement under any of the provisions of the Public Procurement and Disposal Act 2005 and the related regulations.
 - (e) Demonstrate compliance on tax remittance for firms operating in Kenya.
- 2.13.4 The client may carry out "Due Diligence" exercise to authenticate the information furnished by the bidders so as to determine the legal capacity of the bidder to enter into Contract with the Client.

2.9 Joint Ventures

2.14.1 Joint Ventures

Subject to clause 2.3.3 (i) herein, Kenya Pipeline Company will award the tender to only one firm.

Due to the importance attached to the suitability of key experts listed for this assignment, their substitution after the award of the contract will not be permitted. Any replacement in case of emergencies must be in full consultation and approval of Kenya Pipeline Company Limited and the replacement must have similar qualifications or better.

The minimum required experience of proposed key professional staff is given below:

Title	Years	Specific Expertise
Team Leader	Fifteen (15)	<ul style="list-style-type: none"> (a) Master's Degree in the relevant field or in Business Administration. (b) BA (Land Economics) with professional qualifications in valuation or equivalent (c) A Kenyan Registered and Practicing Valuer under the Valuers Act Cap 532 or Chartered Surveyor of the Royal Institute of Chartered Surveyors (RICS) (d) Fifteen (15) years' experience in carrying out valuations, twelve (12) years post qualification experience
Deputy Team Leader	Ten (10)	<ul style="list-style-type: none"> (a) Master's Degree in the relevant field or in Business Administration. (b) BA (Land Economics) with professional qualifications in valuation or equivalent (c) A Kenyan Registered and Practicing Valuer under the Valuers Act Cap 532 or Chartered Surveyor of the Royal Institute of Chartered Surveyors (RICS) (d) Ten (10) years' experience in carrying out valuations, seven (7) years post qualification experience
Plant, Machinery and Equipment Valuers	Ten (10)	<ul style="list-style-type: none"> (a) BSc. Mechanical, Electrical or Electronics Engineering or a member of the Royal Institute of Chartered Surveyors (RICS) or other professional body. (b) Ten (10) years' experience in valuation of Plant, Equipment and Machinery (c) Specify assignments carried out in the Sub-Saharan Africa region.

1.8 Taxes:

All applicable taxes in Kenya should be adhered to. Consultants are advised to note that withholding tax shall be part of amount due. Bidders are advised to familiarize themselves with Kenya Tax Laws which are available in the website: www.kra.go.ke

SECTION VII – EVALUATION CRITERIA

2.6.1 A three (3) stage procedure will be adopted in evaluating the proposals with a preliminary evaluation being conducted first to check on whether all the mandatory requirements enumerated below have been complied with, non-compliance with any of the requirements will lead to disqualification:

- i) The Firm must have at least Three (3) land and buildings valuers who are full members of the Institution of Surveyors of Kenya (ISK), and/or of the Royal Institution of Chartered Surveyors (RICS).
- ii) The individual consultant's or firm must have at least Three (3) plant and machinery valuers who are members of the Royal Institution of Chartered Surveyors (RICS) and or members of any locally or internationally recognized professional organization. Plant and machinery valuers with varied engineering disciplines will be an advantage.
- iii) The firm's land, buildings, plant and machinery valuers proposed for this assignment must have at least 10 years' experience in the valuation of assets for similar organizations.
- iv) The Firm and/or the proposed staff must have handled at least 3 similar or relevant assignments regionally in the last 5 years whose total value should not be less than Kshs.10 billion.
- v) The firm should have the ability to upload/ update the data into KPC's SAP/ERP System.
- vi) The individual consultants or Firm must be in possession of or execute a professional indemnity cover for at least Kenya Shillings Eighty (80) million. The insurance cover shall have been obtained from a reputable insurance company. A copy of the current such policy indicating the amount and expiry date of the insurance must be attached. The policy should be valid for the tender period of the consultancy, and if awarded the contract, remain so for the term of the Consultancy.
- vii) The assignment should be carried out and all Reports submitted within shortest time possible. The firms must indicate, by means of

a chart or similar indicating its resources and its ability to meet this deadline.

- viii) Provide copies of the following documents:
 - a) Trading Licence
 - b) Incorporation Certificate
 - c) Tax Compliance Certificate
 - d) Certificates from Institutes of Surveyors/Engineers of Kenya for professional staff
- ix) Current Practicing Certificates from the Valuers/Engineers Registration Board

Only firms that meet the mandatory requirements will have their technical proposals evaluated in the second stage. Material deficiencies in providing the information requested may result in rejection of a proposal.

2.6.4 Only technical proposals that meet the minimum score of 75% will be considered responsive **and their financial bids will be opened and evaluated. Bidders whose technical bids are non-responsive shall have their financial proposals returned unopened. Any effort by a bidder to influence the evaluation or contract award decisions shall result in the rejection of the bidder's proposal.**

2.7 Evaluation of Technical Proposal

2.7.1 The evaluation committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows:

No.	Description of criteria	Max. Points
1	Provide documentary evidence for staff qualifications and experience	40
	(i) Lead Consultant:	
	a. Relevant Academic Qualifications	
	i. Master's Degree	4
	ii. Bachelor's Degree	3
	iii. Post graduate Diploma	4
	b. Specific experience minimum 10 years as asset valuer – 0.5 point every year	5
	(i) Consultants	

	<p>a. Relevant Academic Qualifications</p> <p>i. Master’s Degree 3</p> <p>ii. Bachelor’s Degree 3</p> <p>iii. Post graduate Diploma 2</p> <p>c. Experience as asset valuer minimum 10 years. 6</p> <p>(ii) Evidence of qualified staff in the firm to carry out the assignment including a certified SAP FI consultant. 10</p>	
2	<p>Firms experience and ability/capability to undertake the assignment.</p> <p>i) Experience in Title Verification (submit names of large clients for whom you have undertaken this assignment). 12</p> <p>ii) Experience in open market and insurance valuation. Evidence of large clients whose assets you have valued in the last 5 years and whose total assets are worth over Kshs. 10 billion. 12</p> <p>iii) Ability to interact with SAP ERP System. 6</p>	30
3	<p>a) Adequacy of the proposed work plan and approach to the TOR.</p> <p>(i) Provision of a detailed work plan. 6</p> <p>(ii) Adequacy of the work plan and methodology with respect to asset valuation. 15</p> <p>(iii) Duration of the exercise which should be as short as possible but not more than 8 weeks after signing of contract. 9</p>	30

Notes on Criteria

- a) Produce documentary evidence with signed CV’s for staff in the firm who will undertake the exercise. **One (1) point** for each staff with BA or BSc. Degree in Land/Building Economics, Real Estate Management or Engineering discipline and is a fully registered member of the

Institution of Surveyors of Kenya and/or the Institution of Engineers of Kenya or other internationally recognized professional body.

- b) The firm must give a brief description of at least six (6) similar assignments it has carried out in the last five years. Details of the said assignment must be given together with the names and addresses of clients and signed reference letters from clients. Each assignment completed will be **awarded (two) 2 points**.
 - c) Experience in open market and insurance valuation. Evidence of at least three (3) large clients whose assets you have valued in the last 5 years. **(Four) 4 points** will be awarded for each client provided. Details of the said assignment must be given together with the names and addresses of clients and signed reference letters from clients.
 - d) The firm will earn two (2) points for each attribute on SAP/ERP system experience.
- 2.7.2 Each responsive proposal will be given a technical score. A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Appendix "ITC".
- 2.7.3 Only those tenderers who fulfill **all** the mandatory requirements **and** attain the pass mark of 75% shall proceed to financial evaluation.

2.8 Financial Evaluation

The lowest evaluated financial tender will be awarded the contract.

- 2.9.2 The assignment is expected to commence **1 week after contract signing or such other time period the parties may agree in writing.**

FORM OF TENDER

Date _____

Tender No. _____

To.....

.....

[Name and address of Kenya Pipeline Co. Ltd]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.. *[insert numbers]*, the of which is hereby duly acknowledged, with, the undersigned, offer to provide **Valuation, verification and SAP asset master data upload.** in conformity with the said tender documents for the sum of *[total tender amount in words and figures]* Inclusive of all taxes or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to 10% percent of the Contract Price for the due performance of the Contract, in the form prescribed by Kenya Pipeline Company Limited.
4. We agree to abide by this Tender for a period of *150* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall NOT constitute a binding Contract between us.

Dated this _____ day of _____ 20
[signature] _____ *[In the capacity of]*
 Duly authorized to sign tender for and on behalf of _____

PRICE SCHEDULE OF SERVICES

Name of Tenderer _____ Tender Number _____. Page ____ of _____.

1	2	3	4	5	6	7
Item	Description	Quantity & quality	Duration	Unit Price	Total Price EXW per item (cols. 4x5)	Unit Price of other incidental services payable

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

CONTRACT FORM

THIS AGREEMENT made the ___day of ____20___between..... [name of procurement entity] of[country of Procurement entity](hereinafter called “the Kenya Pipeline Co. Ltd ”) of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS the Kenya Pipeline Co. Ltd invited tenders for certain labor. Viz.....and has accepted a tender by the tenderer for the supply of those services in the sum of [contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by _____ the _____ (for the Kenya Pipeline Co. Ltd)

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

in the presence of _____.

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 General

Business Name
 Location of Business Premises
 Plot No,Street/Road.....
 Postal address Tel No. Fax Email
 Nature of Business
 Registration Certificate No.....
 Maximum value of business which you can handle at any one time – Kshs.
 Name of your bankers
 Branch.....

	Part 2 (a) – Sole Proprietor Your name in full..... Age..... Nationality.....Country of Origin..... Citizenship details																		
	Part 2 (b) – Partnership Given details of partners as follows <table border="0"> <thead> <tr> <th data-bbox="203 1220 300 1255">Name</th> <th data-bbox="678 1220 846 1255">Nationality</th> <th data-bbox="1138 1220 1430 1255">Citizenship details</th> </tr> </thead> <tbody> <tr> <td data-bbox="203 1262 316 1297">Shares</td> <td></td> <td></td> </tr> <tr> <td data-bbox="251 1297 267 1333">1.</td> <td>.....</td> <td>.....</td> </tr> <tr> <td data-bbox="251 1333 267 1369">2.</td> <td>.....</td> <td>.....</td> </tr> <tr> <td data-bbox="251 1369 267 1404">3.</td> <td>.....</td> <td>.....</td> </tr> <tr> <td data-bbox="251 1404 267 1440">4.</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares			1.	2.	3.	4.
Name	Nationality	Citizenship details																	
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	Part 2 (c) – Registered Company Private or Public State the nominal and issued capital of company Nominal Kshs. Issued Kshs. Given details of all directors as follows <table border="0"> <thead> <tr> <th data-bbox="203 1671 300 1707">Name</th> <th data-bbox="678 1671 846 1707">Nationality</th> <th data-bbox="1138 1671 1430 1707">Citizenship details</th> </tr> </thead> <tbody> <tr> <td data-bbox="203 1713 316 1749">Shares</td> <td></td> <td></td> </tr> <tr> <td data-bbox="251 1749 267 1785">1.</td> <td>.....</td> <td>.....</td> </tr> <tr> <td data-bbox="251 1785 267 1820">2.</td> <td>.....</td> <td>.....</td> </tr> <tr> <td data-bbox="251 1820 267 1856">3.</td> <td>.....</td> <td>.....</td> </tr> <tr> <td data-bbox="251 1856 267 1892">4.</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares			1.	2.	3.	4.
Name	Nationality	Citizenship details																	
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	Date.....Signature Candidate.....	of
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TENDER SECURITY FORM

Whereas [name of the tenderer]

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

VALUATION, VERIFICATION & UPDATE OF SAP ASSET MASTER RECORDS

(hereinafter called “the Tenderer”)

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

Of.....having registered office at

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

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

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

THE CONDITIONS of this obligation are:

- 1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
- 2. If the tenderer, having been notified of the acceptance of its Tender by the Kenya Pipeline Co. Ltd during the period of tender validity:

- (a) fails or refuses to execute the Contract Form, if required; or
- (b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

we undertake to pay to the Kenya Pipeline Co. Ltd up to the above amount upon receipt of its first written demand, without the Kenya Pipeline Co. Ltd having to substantiate its demand, provided that in its demand the Kenya Pipeline Co. Ltd will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.
This guarantee will remain in force up to and including thirty (30) days after

the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To:

[name of the Kenya Pipeline Co. Ltd]

WHEREAS..... [name of tenderer]

(hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No._____ [reference number of the contract] dated _____20____to

supply.....

VALUATION, VERIFICATION & UPDATE OF SAP ASSET MASTER RECORDS.

(Hereinafter called “the contract”)

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of
[amount of the guarantee in words and figures],and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of

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

This **guarantee is valid until issue of certificate of completion** by Kenya Pipeline Company Limited.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date] (Amend accordingly if provided by Insurance Company)

LETTER OF NOTIFICATION OF AWARD

Address of Kenya Pipeline Co. Ltd

To: _____

RE: Tender No. _____

Tender Name **VALUATION, VERIFICATION & UPDATE OF SAP ASSET
MASTER RECORDS.**

This is to notify that the contract/s stated below under the above-mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

DECLARATION FORM

To:

Date:

.....

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

The tenderer i.e. (name and address)

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

declare the following:

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

Name	Signature
Date	

(To be signed by authorized representative and officially stamped)