

KENYA PIPELINE COMPANY LIMITED



INVITATION TO TENDER FOR

**TENDER DOCUMENT FOR CLEANING OF TANK 11-TK-201 AT
NAIROBI TERMINAL**

REFERENCE NUMBER: KPC/PU/007 – OT/18 – 19

SECTION I – INVITATION TO TENDER

Date: February 2019

Tender REF No.: KPC/PU/007 – OT/18 – 19

Tender name: *Tender for Cleaning Tank 11-TK-201 at Nairobi Terminal*

- 1.1** Kenya Pipeline Company Limited invites sealed tenders from eligible service providers to offer cleaning of Tank 11-TK-201 at Nairobi Terminal.
- 1.2 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.
- 1.3 Interested eligible candidates shall attach the following mandatory requirements and place them in a separate envelope marked “**Mandatory Requirements**”
- a) **Certificate of Incorporation/Registration**
 - b) **Original Tender Security of Kshs 200,000.00 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.**
 - c) **Valid KRA tax compliance certificate (for local firms).**
 - d) **Signed declaration form**
 - e) **Signed and Stamped Site visit certificate. Site visit shall be held at PS 10 Nairobi Terminal at 10:00 am on 21st February 2019.**
 - f) **Bidders must paginate all their documents and initialize each page.**
 - g) **Completed and signed form of tender prices with inclusive of VAT**

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

- 1.4 Prices quoted should be inclusive of all taxes and delivery costs, must be expressed in **Kenya Shillings** and shall remain valid for a period of (150) 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 are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the tender box provided at Kenpipe Plaza, Sekondi Road, Off Nanyuki Road, Industrial Area or be addressed and posted to:

**The Managing Director,
Kenya Pipeline Company Limited
P. O. Box 73442-00200
Nairobi – Kenya**

So as to be received on or before **10.00am 28th February 2019**

- 1.7 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.
- 1.8 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 for

2.2.2 Contents of tender documents

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

- i) Instructions to tenderers
- ii) General Conditions of Contract
- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Details of service
- vi) Form of tender

- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Principal's or manufacturers authorization form
- xiii) Declaration form

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

2.3 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 no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the Kenya Pipeline Co. Ltd. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents”

2.3.2. 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.

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

2.5 Language of tender

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

2.7 Documents Comprising the Tender

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

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

2.8 Form of Tender

2.8.1 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.

2.9 Tender Prices

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

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

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

2.12 Tender Security- must be valid for 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 200,000.00** 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 non-responsive, pursuant to paragraph 2.20

2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as 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

THIS IS A ONE ENVELOPE TENDER

2.14.1 The tenderer shall prepare two copies of the tender, clearly / marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

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

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

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.

The inner and outer envelopes shall:

(a) be addressed to the Kenya Pipeline Co. Ltd at the address given in the invitation to tender

(b) bear, tender number and name in the invitation to tender and the words: **“DO NOT OPEN BEFORE 10:00 am 28th February 2019**

2.15.3 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”. —

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Kenya Pipeline Co. Ltd will assume no responsibility for the tender’s misplacement or premature opening.

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Kenya Pipeline Co. Ltd at the address specified under paragraph 2.15.2 no later than **10:00 am 28th 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.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the Kenya Pipeline Co. Ltd as provided for in the appendix.

2.17 **Modification and withdrawal of tenders**

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

2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

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

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

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

2.18 **Opening of Tenders**

2.18.1 The Kenya Pipeline Co. Ltd will open all tenders in the presence of tenderers' representatives who choose to attend, at **10:00 am on 28th 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 Materials 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.

2.29 Evaluation Criteria

The Technical Evaluation Criteria shall be based on the following:

No.	Description of criteria	Points
1.	<p>Previous Experience - 10 points</p> <p>Tenderers shall submit in a table form past experience in tank cleaning or in similar works in a petroleum installation detailing the year, nature of work, client name and duration of the works in the format provided in Note 1 below. The points under this criterion shall be awarded as follows:</p> <ul style="list-style-type: none">a) 3 and above petroleum storage tanks – 10 pointsb) Between 1 and 2 petroleum storage tanks – 5 pointsc) No past experienced in cleaning petroleum tanks – 0 <p>(Attach evidence e.g. LPO's, Completion certificates, letters of awards etc.)</p> <p>Tenderer who does not meet the requirement of this criterion shall not be awarded any point.</p>	Max 10
2.	<p>Job Safety Plan – 10 points</p> <p>Tenderers shall submit a detailed job safety plan in a table form to demonstrating their ability to safely carry out works in a hazardous</p>	Max 10

No.	Description of criteria	Points																																												
	<p>environment by identify potential risks/hazards and the corresponding mitigation measures. The safety plan shall comprise all the activities from opening of tank manways, to product transfer, removing of sludge, cleaning and boxing up the tank. The points under this criterion shall be awarded as follow:</p> <p>a) Tenderers who provided a satisfactory safety plan capturing key activities with acceptable mitigation measures – 10 points</p> <p>b) Tenderers submitting unsatisfactory safety plan - 0</p>																																													
3.	<p>Key Equipment – 40 points</p> <p>Tenderer shall submit in a table form a list of key equipment owned and to be used in the works. The list shall where applicable provide details of the type of equipment, capacity, year of manufacture and the quantities available for the works in accordance with the scope of works in Part 4 of this tender document. The points under this criterion shall be awarded as follows:</p> <table border="1" data-bbox="220 1073 1187 1871"> <thead> <tr> <th></th> <th>Description</th> <th>Qty</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Diesel driven air compressor</td> <td>1No</td> <td>2</td> </tr> <tr> <td>2</td> <td>Pneumatic diaphragm pump (sludge pump)</td> <td>2No</td> <td>4</td> </tr> <tr> <td>3</td> <td>Air extractors (intrinsically safe)</td> <td>1No</td> <td>2</td> </tr> <tr> <td>4</td> <td>3-inch transfer hoses oil resistant</td> <td>100m</td> <td>2</td> </tr> <tr> <td>5</td> <td>Lighting (intrinsically safe)</td> <td>3No</td> <td>3</td> </tr> <tr> <td>6</td> <td>Earthing bonding cables</td> <td>10m</td> <td>2</td> </tr> <tr> <td>7</td> <td>Air dryer</td> <td>2No</td> <td>2</td> </tr> <tr> <td>8</td> <td>Air supplied suits</td> <td>4No</td> <td>4</td> </tr> <tr> <td>9</td> <td>Air masks</td> <td>4No</td> <td>4</td> </tr> <tr> <td>10</td> <td>Air supply hoses – pressure rating 20 bar</td> <td>10m</td> <td>2</td> </tr> </tbody> </table>		Description	Qty	Marks	1	Diesel driven air compressor	1No	2	2	Pneumatic diaphragm pump (sludge pump)	2No	4	3	Air extractors (intrinsically safe)	1No	2	4	3-inch transfer hoses oil resistant	100m	2	5	Lighting (intrinsically safe)	3No	3	6	Earthing bonding cables	10m	2	7	Air dryer	2No	2	8	Air supplied suits	4No	4	9	Air masks	4No	4	10	Air supply hoses – pressure rating 20 bar	10m	2	Max 40
	Description	Qty	Marks																																											
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9	Air masks	4No	4																																											
10	Air supply hoses – pressure rating 20 bar	10m	2																																											

No.	Description of criteria				Points
	11	Chemical resistant body suits	16No	8	
	12	Gas tester	1No	5	
4.	<p>NEMA Licenses for vehicle/trucks – 20 points</p> <p>Tenderer shall submit copies of NEMA license(s) for all the vehicles to be used to transport Sludge and Solid Waste which shall be documentary evidence that the tenderer has been authorized to transport and handle Sludge and Solid Waste. The tenderer shall submit in a table form, a list of all these vehicles detailing their make, model, registration number, year of manufacture, date of GoK vehicle inspection, load capacity and reference NEMA license number – 20 points</p> <ul style="list-style-type: none"> a) Tenderer with 3No and more NEMA licensed vehicle – 20 points. b) Tenderer with 2No NEMA licensed vehicle – 10 points. c) Tenderer with 1No. NEMA licensed vehicle – 5 points. <p>Tenderer may submit joint venture agreement if the cleaning and the sludge handler are different entities.</p> <p>Tenderer who does not meet the requirement of this criterion shall not be awarded any point.</p>				Max 20
5.	<p>NEMA Licenses for Sludge and Solid Waste Disposal site – 10 points</p> <p>Tenderer shall submit copies of NEMA license(s) for Sludge and Solid Waste disposal site(s).</p>				10 Max

No.	Description of criteria	Points
	Tenderer who does not meet the requirement of this criterion shall not be awarded any point.	
6.	<p>Key Personnel – 5 point</p> <p>Tenderer shall submit in a table form all the key personnel to be used in the works. The submission shall be accompanied by curriculum vitae (C.V) of each demonstrating their experiences in the format shown in Note 2. All CVs must be signed by the personnel.</p> <p>The key personnel in this works shall be;</p> <p>a) Site Supervisor</p> <p>The site supervisor shall have a minimum qualification of diploma in any engineering discipline with experience working in petroleum installation and familiar with safety requirements.</p> <p>The points under this criterion shall be awarded as follows:</p> <ul style="list-style-type: none"> i. Site supervisor with relevant academic qualification and over 10year experience in petroleum installation – 5 points ii. Site supervisor with relevant academic qualification and between 5 and 10year experience in petroleum installation – 3 points iii. Site supervisor with relevant academic qualification and below 5-year experience in petroleum installation – 2 points <p>Tenderer who does not meet the requirement of this criterion shall not be awarded any point.</p>	Max 5
7.	<p>Program of works – 5 points</p> <p>Tenderer shall submit a program of works in form of Gantt chart demonstrating how he will execute the cleaning works for the various sizes of tanks and type of product stored in them in accordance the scope of works that complies with KPC proposed timelines for the works. The points under this criterion shall be awarded as follows:</p> <p>Tenderer whose program of works complies with KPC timelines – 5</p>	Max 5

No.	Description of criteria	Points
	point Tenderer whose program does not comply with KPC program of works - 0 Note: The Contractor shall be ready to mobilize within 14No days after issuance of Engineer's notice.	

Tenderers **must** meet the following three requirements in the technical evaluation to be considered for financial evaluation :

- 1) Minimum overall score of 70%
- 2) 100% score on key Equipment and NEMA Licenses for Sludge and Solid Waste Disposal site
- 3) At least 50% score on the rest of the criteria.

Notes to Evaluation Criteria

Note 1 - Format for submission of Tenderer's Past Experience

	Year	Client Name	Tank ID No	Product Stored	Tank Dimensions
1					
2					
3					
4					
5					
6					

Note 2 - Format for submission of Tenderer's Key Personnel

a) Summary

Qualifications and experience of key personnel proposed for administration and execution of the Contract. Use the format below.

Position	
Name	
Qualifications	
Years of Experience (General)	
Years of Experience in Proposed Position	

b) CV Format

Proposed Position: _____ CV No.

Name of Firm:

Name of Staff:

Profession:

Date of Birth:

Year with Firm: _____ Nationality:

Membership in professional societies:

Registration with licensing bodies to practice:

Detailed Tasks Assigned:

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree or responsibility held by staff member on relevant previous assignments and give dates and locations. Indicate the total number of years worked on similar assignment.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree(s) obtained.]
Certified copies of academic certificates should be attached.

Employment Record and Experience Relevant to the Assignment:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, locations of assignments and details of the activities performed to illustrate the staff capability to handle the tasks assigned.]

Languages [For each language indicate proficiency: good, fair, or poor in listening, speaking, reading, and writing.]:

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

Full name of staff member:

[Signature of staff member] _____ Date

Full name of authorized representative:

[Signature of authorized representative of the firm] _____ Date

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	Tenderer shall furnish the following documents with their bid a) Certificate of Incorporation/Registration b) Original Tender Security of Kshs 200,000.00 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. c) Valid KRA tax compliance certificate (for local firms). d) Signed declaration form e) Signed and Stamped Site visit certificate. Site visit shall be held at PS 10 Nairobi Terminal at 10:00 am on 21st February 2019. f) Bidders must paginate all their documents and initialize each page. g) Completed and signed form of tender prices with inclusive of VAT
2.11	Particulars of eligible tenderers
2.10	Tenderer shall quote in Kenya Shillings
2.12	Tender security in the amount of Kshs 200,000
2.22.4	Payment schedule- The contractor shall submit to the Engineer after the completion of cleaning of at least of one (1No) tank invoice complete with statement showing the amount to which the contractor considers to be entitled to be paid in accordance with the bill of quantities.
2.27	Performance Security shall be 10% of the contract sum. The performance bond shall be in form of a bank guarantee from a financial institution approved by KPC and shall state that it will expire upon issue of a Certificate of Completion from KPC.

SITE VISIT	<p>1. <u>Site Visit site visit shall be held at PS 10 Nairobi terminal on 21st February 2019</u></p> <p>1.1 The tenderer is advised to visit and examine the Site and its surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparing the tender and entering into a contract. The costs of visiting the Site shall be the tenderer's own responsibility.</p> <p>1.2 The tenderer and any of his personnel or agents will be granted permission by the Employer to enter upon premises and lands for the purpose of such inspection, but only upon the express condition that the tenderer, his personnel or agents, will release and indemnify the Employer from and against all liability in respect of, and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, which but for the exercise of such permission, would not have arisen.</p> <p>1.3 The Employer shall organize a site visit on 21st February 2019 at 10:00 am at Nairobi terminal PS 10. A representative of the Employer will be available to meet the intending tenderers at the Site. Bidders shall be met at the site by Assistant Engineer Corrosion Control</p> <p>Tenderers must provide their own transport. The representative will not be available at any other time for site inspection visits.</p> <p>Each tenderer shall provide on the date of tender opening a signed and stamped the certificate of Tenderer's Visit to the Site.</p>
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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.
- c) “The services” means **Cleaning of Tank 11-TK-201 at Nairobi Terminal** to be provided by the contractor including labor and incidentals which the tenderer is required to provide to the Kenya Pipeline Co. Ltd under the Contract.
- d) “The Procuring Entity ” means Kenya Pipeline Company Limited
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

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 anytime 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

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.

1) Performance Security (Clause 3.6 of General Conditions of Contract)

The Contractor shall provide security for his proper performance of the Contract to the Employer on or before the commencement date of the Contract. The Performance security shall be in the form of a Performance Guarantee, as stipulated by the Tender Document. The Contractor shall notify the Engineer when providing the performance security to the Employer.

The Contractor shall obtain a Performance security of an amount **10% of Lump Sum Contract price.**

2) Notice (Clause 3.18 of General Conditions of Contract)

For the purposes of this Clause, the respective addresses are:-

a) The Employer

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

b) The Engineer

**The Maintenance Manager,
Kenya Pipeline Company Ltd,
Kenpipe Plaza,
Sekondi Rd, Off Nanyuki Rd,
Industrial Area,
P. O. Box 73442 - 00200,
Nairobi, Kenya.**

3) **Applicable Law**

This contract shall be governed by the Laws of Kenya.

4) **Contractor's General Responsibilities**

The Contractor shall, with due care and diligence execute and complete the Works and remedy any defects therein in accordance with the provisions of the Contract. The Contractor shall provide all superintendence, labour, materials, Contractor's equipment and all other things, whether of a temporary or permanent nature, required in and for execution, completion and remedying of all defects so far as the necessity for providing the same as specified in or is reasonably to be inferred from the contract.

5) **Work to be in Accordance with Contract**

Unless it is legally or physically impossible, the contractor shall execute and complete the Works including any re-works attributable to the contract at the contractor's costs in strict accordance with the contract to the satisfaction of the Engineer. The Contractor shall comply with and adhere strictly to the Engineer's instructions on any matter, whether mentioned in the Contract or not, touching or concerning works. The contractor shall take instructions only from the Engineer or from Engineer's representative.

6) **Programme of works**

Within 5 days of upon signing the Contract, the Contractor shall submit to the Engineer for his approval a programme showing, in such form as he may reasonably be required by the Engineer, the order of procedure in which he proposes to carry out the Works. The submission to and approval by the Engineer of such a programme shall not relieve the Contractor of any of his duties or responsibilities under the Contract. The Contractor shall, whenever required by the Engineer, also provide in writing for his information a general description of the arrangements and methods, which the Contractor proposes to adopt for the execution of the Works.

The program of works shall conform to the timeline stipulated in table of KPC Schedule of Tank Release in the scope of works. However, due to KPC operations and schedule of pumping, the actual dates of the tank release may

be varied. The Contractor shall make provision to accommodate these time variations and shall not claim payment to KPC on this account.

The Contractor will work on 24 hours basis so as to deliver the tank cleaning works on time and will incorporate this in the preparation of his program of works. Therefore, the Contractor shall deploy enough resources for a 24 hour working cycle.

After submission to and approval by the Engineer of such programme, the Contractor shall adhere to the order of procedure and method stated therein unless he obtains the written permission of the Engineer to vary such order or method (which permission shall not be unreasonably withheld.)

7) Cooperation with other contractors

The contractor shall in accordance with the requirement of the Engineer afford all reasonable cooperation to any other contractor and their employees engaged by KPC and to the employees of KPC who may be engaged in the execution of their duties on or near the site of any work not included in the contract, or of any contract which KPC may enter into in connection with or supplementary to the works. If, however, the contractor shall on the written request of the Engineer or the Engineer's representative, make available to any such other Contractor or to KPC, permit use by any such of the contractor's equipment on the site, or provide any other service of the whatsoever nature for any such, KPC shall pay to the contractor in respect of such use or service such sum or sums as shall, in the opinion of the Engineer, be reasonable, provided that the contractor shall incur additional expenses as a result of such use.

8) Accident or injury to workmen

KPC shall not be liable for, or in respect of, any damages or compensation payable at law in respect of or in consequences of any accident or injury to any workmen or other person in the employment of the contractor save except an accident or injury resulting from any act or default of KPC, his employees and contractor shall indemnify and keep indemnified KPC against all such damages and compensation and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

The contractor shall insure against such liability with an insurer approved by Insurance Regulatory Authority (IRA) and shall continue such insurance

during the whole of the time that any person are employed by him on the works, and shall when required produce to the Engineer or the Engineer's representative such policy of insurance and the receipt for payment of the current premium.

9) Injury to persons and property

The contractor shall indemnify and keep indemnified KPC against all losses and claims for injuries to persons or damage to any property whatsoever which may arise out of, or in consequence of, the cleaning works, against all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever in respect of, or in relation thereto. Provided always that nothing herein contained shall be deemed to render the contractor liable for or in respect of or to indemnify KPC against any compensation or damages for, or with respect to: -

- a) Injuries or damage to person or property resulting from any act of neglect done or committed during the currency of the contract of KPC, employees or other contractor) not being employed by the contractor), or in respect of any claims, demands, proceedings, damages, costs, charges and expenses in respect thereof.
- b) The permanent use or occupation of land by the works, or any part thereof, or save as hereinafter provided, surface of other damage as aforesaid.
- c) The right of KPC to construct the works or any part thereof, on, over, under, in or through any land.
- d) Interference, whether temporary or permanent, with any right or light, airway of water or together easement, or quasi-easement, which is the unavoidable result of the construction of the works in accordance with the contract.

10) Third Party Insurance (including Employer's Property)

The Contractor shall, without limiting his or the Employer obligations and responsibility, insure against liabilities for death of or injury to any person or loss of or damage to any property (other than the works) arising out of the performance of the Contract.

11) Minimum Amount of Insurance

Such insurance shall be to the limit of Kshs 1,000,000.00 for any one occurrence for unlimited occurrences.

12) Publicity

The contractor shall treat all matters in connection with the contract as strictly confidential and shall not publish or cause to be published any information concerning the project without the prior approval of KPC.

13) Safety Requirement

The contractor shall at all times execute the works in a safe and secure manner and actively practice safety throughout the term of the contract and shall comply with applicable Government fire and safety regulations.

The works are to be carried out on an operating refine product storage depot. The contractor shall comply with the stringent security and safety procedures appropriate to the environment. The contractor shall also schedule and reschedule his work as necessary to accommodate the restrictions applicable to an operating products depots.

14) Records of Safety and Health

The Contractor shall maintain records and make reports concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe.

15) Reporting of Accidents

The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accidents, the Contractor shall, in addition, notify the Engineer by the quickest available means.

16) Inspection of Operations

The Engineer, and any person authorised by him, shall at all reasonable times have access to the Site and to all places where the work is being carried out. The Contractor shall afford every facility for and Offer all assistance in obtaining the right of such access.

17) Inspection and Testing

The Engineer shall be entitled to inspect and verify the works during the execution. The Contractor shall provide all assistance for such inspection. Such inspection shall not release the Contractor from any obligation under the Contract.

18) Works to be Valued

The Engineer shall, except as otherwise stated, ascertain and determine by assessment the value of the proportion of each item in the Schedule of Price, which has been completed and the Contractor shall be paid that value.

19) Certificates and Payment

The contractor shall submit to the Engineer after the completion of cleaning of at least of one (1No) tank invoice complete with statement showing the amount to which the contractor considers to be entitled to be paid in accordance with the bill of quantities.

The minimum time within which payment shall be made after submission of invoice shall be 30 days.

20) Place of Payment

Payments to the Contractor by the KPC shall be made in the currencies in which the Fixed Lump Sum Contract Price is payable into a bank account or accounts nominated by the Contractor.

21) Advance Payment

There shall be no advance payment in this contract.

22) Duration of Contract

The duration of the Contract shall be 12 months commencing from the date of signing of the Contract.

23) Increase or Decrease in Cost

There shall be no adjustments to the Fixed Lump Sum Contract Price shall be made in respect of rise or fall in the cost of labour, specified materials, or any other matters affecting the cost of execution of the Works.

24) Information on Contractor's Employees

The Contractor shall provide at the request of the Engineer such reasonable information about his employees as may be necessary, including (inter alia) names, addresses, curriculum vitae, reports, residence permit numbers and work permit numbers.

SECTION V – SCHEDULE OF REQUIREMENTS

1.0 Objective

- 1.1 The objective of work is to deliver to KPC tank 11-TK-201 suitably clean such that they will be rendered safe for repair.
- 1.2 The tank will be de-commissioned and handed over to the Contractor for internal cleaning. The scope of work outlined hereunder is only indicative and not exhaustive. All activities are required to be completed by the Contractor within their quoted rates.

2.0 Tanks Data

	Location	Tank ID	Liquid Stored	Roof Type	Diameter (m)	Height (m)
1	PS 10 Nairobi Terminal	11 -TK-201	MSP	Floating	27.4	17.10

3.0 Applicable Standards

Without prejudice to the provision of Clause 1 above and the detailed specifications of the contract, the following codes and standards shall be applicable for the work covered by this contract.

- a) API Standard 2015 Requirements for Safe Entry and Cleaning of Petroleum Storage Tanks
- b) API 653 *Tank* Inspection, Repair, Alteration, and Reconstruction

4.0 KPC's Obligations

- 4.1 KPC shall isolate power supply to all the motorized valves, disconnect instrumentation and controls cables to affected tank accessories, positively isolate the inlet valves to the tanks and open the tanks side manways.

- 4.2 KPC shall through a Contractor provide trucks to transport and dispose of sludge that shall be generated.
- 4.3 KPC shall provide water to be used to clean the tanks through the existing fire hydrant system.
- 4.4 KPC shall issue the contractor with permit to work and safety clearance permit on a daily basis throughout the duration of the contract.

5.0 Contractor's Obligation

- 5.1 The Contractor shall supply all necessary manpower, equipment, tools and necessary materials, inclusive of safety gear, protective clothing etc. to undertake all the works associated with the contract. The works shall be undertaken in strict accordance with the KPC safety manual and Contractor shall give due recognition of all relevant API codes for working on product tanks.
- 5.2 The Contractor shall prior to commencing cleaning of any of tank transfer residual product from the tank to a designated tank that shall be specified by KPC.
- 5.3 The Contractor shall transfer sludge from each tank to trucks (tankers) that will be provided by KPC.
- 5.4 The Contractor shall provide fresh water to rinse the tanks prior to commissioning.

6.0 Program of works

- 6.1 The Contractor shall execute the cleaning of the tanks in sequence, one tank at a time.
- 6.2 The contractor shall submit, with its Tender, a programme identifying the work activities to be executed and within the duration of 10 days per tank in compliance to KPC proposed timelines for the works as detailed in the table above. The program shall, when approved by the Engineer or the Engineer's representative, become the contract program.

6.3 The Contract shall submit detailed procedure with equipment layout, bar chart for the total activity schedule for tank cleaning activities for approval by the Engineer or the Engineer's representative before commencing the work.

7.0 Working Time

The Contractor shall prepare his program and execute the work contained in this contract in shifts of 24 hour so as to complete the works on time.

8.0 Safety Plan

8.1 The Contractor shall submit, a safety plan prior to commencing work. The safety plan shall be reviewed and approved by KPC HSE Engineer. The safety plan shall meet Occupational Safety and Health requirements and address the following:

- a) Identification and evaluation of the hazards and risks associated with each tank and precautionary measures to be followed by workers for all hazards.
- b) Names and qualifications of each Contractor's representative in charge of the work and present at the job site when tank cleaning will be performed.
- c) Identification of supervisory personnel and alternates responsible for site safety/response operations.
- d) Determination of levels of personal protection to be worn for various cleaning operations.
- e) List of equipment with adequate nomenclature by item, that will be used at the job site and the date and location where this equipment can be inspected by the Engineer or the Engineer's representative.
- f) Establishment of work zones (exclusion area, contamination area, and support area).
- g) Establishment of a tank entry and work permit program in accordance with KPC Safety Manual.

- h) Establishment of decontamination methods and procedures.
- i) Determination of the number of people required to enter the contamination zones during the initial entries and subsequent operations.
- j) Establishment of emergency procedures, such as: escape routes, fire protection, signals for withdrawing work parties from site, emergency communications, wind indicators, including incident reporting.
- k) Identification and arrangements with nearest medical facility for emergency medical care for both routine-type injuries and toxicological problems. Submit name, location, and telephone number of this medical facility.
- l) Establishment of continual air and personnel monitoring procedures.
- m) Establishment of procedures for obtaining and handling potentially contaminated items.

9.0 Personal Protection Equipment(PPE)

- 1.1 The Contractor shall furnish necessary clothing and equipment for protection of the people entering the tank. These PPE for the protection of the workers shall include but not limited to the following:
 - a) Oil-resistant rubber gloves and boots plus one extra pair each for changing.
 - b) Cotton Coveralls and Hard Hat: Light colored; one change per person per day, and an adequate supply of chemical-resistant disposable coveralls to be worn over cotton coveralls.
 - c) Respiratory Protection: Provide one of the following types of NIOSH-approved respiratory protective equipment for each person working inside the tank, plus one extra for emergency use.
 - i. Self-contained breathing apparatus with a full facepiece operated in a positive pressure mode.

- ii. A combination respirator which includes a Type C supplied-air respirator with a full facepiece operated in a positive pressure mode and an auxiliary positive pressure self-contained breathing apparatus.
- d) Safety Harness: For each person working inside tank, plus one extra for outside the tank.
- e) 13 mm One half Inch Diameter Life Rope of Required Length: For each person working inside the tank.
- f) Breathing-Air Supply Source.
- g) Combustible Gas Indicator.

10.0 Work Equipment and Tool

- 10.1 The Contractor shall provide all the necessary equipment and in sufficient quantities so as to carry out the cleaning of the tanks and complete the works within the allowed days as contained in the KPC Schedule Of Tank Release in **Clause 6.0**.
- 10.2 The Contractor shall provide necessary equipment and tools for performing all the works in this contract. These equipment and tools shall include but not limited to the following as a minimum:
- a) 2No. Transfer pump (centrifugal) with minimum flow rate 30m³/hr for product transfer.
 - b) 2No. pneumatically operated sludge pumps
 - c) Suction and discharge hoses for both the transfer pumps and the sludge pumps with minimum length of 200m a piece.
 - d) 1No. air compressors.
 - e) Adequate number of shovels, buckets, brooms, wrenches, scrapers, squeegees, wire brushes, scrub-brushes, ladders, staging, and other tools.
 - f) Adequate number of lighting: explosion-proof floodlight type and explosion-proof portable battery-powered light.

- g) Air extractors and air blowers for degassing and ventilation of the tank: Explosion proof electrically operated or air driven.
- h) Disinfectant for Cleaning Face Masks: Cleaner-sanitizer for cleaning and disinfecting respirator facepieces.
- i) Soap for Personnel Washing: Non-phosphate type.
- j) Fire Extinguishers.
- k) First Aid Kit: One 16-unit kit for each 25 persons

10.3 Electrical equipment and wiring shall be in accordance with NFPA 70.

11.0 Procedure for Cleaning Product Storage Tanks

11.1 Product Transfer

Prior to commencing the product transfer, the Contractor shall jointly with KPC measure the volume of product in the tank by dipping.

The Contractor shall transfer all the dead stock product from the tank to a designated tank to be specified by KPC. Once done, the transferred product shall be determined by dipping.

The Contractor shall provide diesel driven centrifugal pumps of minimum capacity of 30m³/hr complete with hoses of sufficient length to transfer product from the tank being cleaned to the designated tank.

11.2 Preliminary Works

Prior to commencement of any work on the tanks the contractor shall as a minimum complete the following activities: -

- a) Remove manway covers from the tanks roof.
- b) Install pneumatic (or flame proof electrical) air extractors and air blowers to degas the tank.

Only when the tank has been certified as being gas free by the Operations Department of KPC shall the contractor be permitted to enter the tank and commence cleaning.

11.3 Tank Degassing

The Contractor shall accelerate degassing of the tank by mounting sufficient air blowers and air extractors to force ventilation of the tank. These equipment shall be intrinsically safe for the works.

11.4 Permission for Entry into a Tank

Obtain written permission from the Contracting Officer prior to each entry into a tank. Permission will be granted only under the following conditions:

- a) The Contractor's qualified supervisor is present.
- b) The Contractor's personnel have been briefed by the supervisor on the procedure and role of each employee in the event of an emergency.
- c) Required equipment is approved and properly located.
- d) Personnel are properly equipped with properly fitted protective equipment and have received adequate training from a qualified instructor.
- e) The entire area adjacent to the tank is secured.
- f) A minimum of two persons outside and two or more persons inside of each tank are provided at all times during cleaning operations.
- g) Tank air is monitored and corrective action is taken to ensure that the vapour concentration is less than 10 percent of the lower flammable limit (LFL) and oxygen content is a minimum of 19.5 percent.
- h) People entering the area leave smoking materials such as cigarettes and flame-producing devices at the PS10 gate house.
- i) Permit only personnel authorized in the safety plan to enter the tank.

11.5 Product Skimming

The Contractor shall skim off residual product in the tank and stored in drums or transfer it directly to a standby bridger as will be advised by KPC.

11.6 Removing of Sludge

The Contractor shall transfer sludge from the tanks to standby trucks that shall be provided by KPC.

The process of the sludge transfer from the tank shall be as highlighted below:

- a) First pump liquid sludge from tank to waiting trucks using the sludge as much as it is practicable.
- b) Secondly, dilute the semi-solid with water as per the Engineer's advice and again pump it to the trucks.
- c) Finally, brush any sludge, sediment, or other loose material into piles, shovel into buckets or other suitable containers, and remove from the tank into the trucks.

The Contractor shall provide the sludge transfer equipment (i.e. pneumatically operated sludge pumps, transfer hoses, air compressors).

The disposal of the sludge shall be done by KPC appointed contract.

11.7 Tank Cleaning Details

The Contractor shall clean the following interior parts of the tanks in accordance with the specifications:

- a) Underside and top of the floating roofs.
- b) Lower 1.75m of the internal shell of the tanks
- c) The floor of tanks
- d) The floating roof supports and the internal stilling well and M.R.T conduits below the lose level of the floating roof.

The Contractor shall after the fuel, and sludge have been removed, thoroughly clean the tank interior using water and detergent approved by the Engineer or Engineer's Representative. The cleaning shall start at the top of the walls and columns and be worked down to the floor. The floor shall be cleaned last starting from the sides and working towards the sumps. The cleaned shall be free of rust, dirt, scale, loose materials, fuel, oil, grease, sludge, and other deleterious materials. Finally, the tank surfaces shall be thoroughly rinsed with fresh water.

While cleaning, the Contractor shall take extreme care as not to damage sound existing lining material on the tank surface.

The Contractor shall immediately notify KPC site supervisor if he encounters tank surfaces where the lining or coating is deteriorated or loose.

12.0 Joint Tank Inspection

After cleaning and drying the tank, the Contractor jointly with KPC shall carry out an inspection of the cleaned tank.

Based on the outcome of the joint tank inspection, the Contractor shall make good of areas of the tank that shall be identified by the Engineer that require re-cleaning or improvement.

The tank shall be considered adequately clean if the Engineer approve the work done.

The Contractor shall clear site of all debris and waste so as to leave the site cleaning to the satisfaction of the Engineer.

13.0 Development of Sludge and Solid Waste Disposal Plan

13.1 The Contractor will provide a detailed plan which will serve to identify the methods that will be utilized to collect, transport and dispose of petroleum Sludge and Solid Waste generated at KPC. This plan shall be used to verify compliance with these bid specifications and in determination of award.

- 13.2 The Contractor shall provide KPC with copies of all current NEMA licenses for the vehicles to be used to collect and transport the Sludge and Solid Waste and for each disposal site to be utilized by Contractor for disposing or receiving of Sludge and Solid Waste. The Contractor shall submit to KPC an acknowledgement that his proposed Sludge and Solid Waste disposal site(s) has sufficient capacity to receive the Sludge and Solid Waste and it agrees to operate in accordance with its permits/licenses and all applicable laws.
- 13.3 The Contractor shall not transfer the Sludge and Solid Waste to a third party whatsoever unless to a licensed NEMA disposal site with prior approval by KPC.
- 13.4 The Contractor will be fully responsible for all requirements to transport, treat and dispose of petroleum Sludge and Solid Waste in accordance with the requirements of NEMA and EMCA 1999. KPC shall not be held responsible for treatment, management, use, or disposal violations that occur after the Sludge and Solid Waste has been removed from its Depots/Terminals.
- 13.5 KPC will assist upon request to load Sludge and Solid Waste into the Contractor NEMA licensed trucks/trailers for transportation and disposal.

14.0 Transportation

- 14.1 The Contractor will be fully responsible for transportation and disposal of the Sludge and Solid Waste and shall comply with NTSA regulations and traffic rules. The Contractor shall be responsible to ensure that the load carried does not exceed the permissible axle weight limit. He shall also ensure full compliance with requirements of (NTSA) and other roads authorities such as Kenha, Kura etc.
- 14.2 Any violation of weight regulations or traffic laws shall be the sole responsibility of the Contractor, who shall hold KPC harmless from any penalty or sanction, civil or criminal, imposed by reason of any violation of weight or traffic laws.
- 14.3 General requirements for vehicles hauling the Sludge and Solid Waste are that the trucks/trailers have watertight bodies and that they be properly equipped

and fitted with seals and covers to prevent spillage or drainage. Trucks shall be properly maintained and operated to ensure safe transport from KPC to the disposal site(s). It shall be the Contractor responsibility to ensure that the trucks are compliant and licensed by NEMA and have the necessary inspection certificates and stickers issued by other relevant authorities.

- 14.4 The Contractor shall provide the tankers, trailers, drivers and other equipment and personnel necessary to collect, transport and dispose the Sludge and Solid Waste when called upon by KPC to do so.
- 14.5 The Contractor's vehicles shall be cleaned as often as necessary to prevent the deposit of Sludge and Solid Waste on the roadways. This shall include, but not be limited to, external surfaces, wheels and undercarriages.
- 14.6 KPC reserves the right to reject any vehicle that in the sole judgment of KPC is deemed unsuitable, at which time Contractor shall provide a backup vehicle at no cost to KPC.
- 14.7 The route by which the vehicles involved must travel shall be subject to the approval by KPC. Once approved by KPC, the haul routes to the disposal site must be strictly adhered to. Any deviations must be reviewed and approved by KPC.
- 14.8 Should a mechanical breakdown occur en route to the disposal site, the Contractor shall immediately notify KPC and shall dispatch a tow truck or a repair crew to the disabled vehicle. If the disabled vehicle cannot be repaired where it seats, it shall first be towed to the disposal site for the proper removal of the Sludge and Solid Waste. This shall be the sole responsibility of the Contractor and carried out at their expense.
- 14.9 KPC, at its discretion during loading, may provide a parking area for the Contractor's empty vehicles, if the Contractor so desires. KPC, however, assumes no liability for said vehicles, which at all times shall be under the sole insurance of the Contractor. The Contractor shall not use KPC premises as a work area to repair or service vehicles or for Sludge and Solid Waste storage, except as mutually agreed by the Contractor and KPC.
- 14.10 KPC depots and terminal are bonded warehouses and the Contractor shall follow the KPC's entrance/exit procedures.

15.0 Spills and Clean-up

- 15.1 The Contractor shall bear all responsibility for the clean-up or any spill that occurs during the transportation of Sludge and Solid Waste.
- 15.2 The Contractor shall be responsible for the immediate notification to KPC should any spill occur which violates any permit conditions or jurisdictional regulations as issued by NEMA and other government agencies.
- 15.3 The clean-up of any Sludge and Solid Waste which is spilled in any location shall be the sole responsibility of the Contractor and shall be carried out by the Contractor at his expense, in accordance with all applicable laws, including, but not limited to, notifying the appropriate authorities and submitting all regulatory documentation. Should the Contractor fail to satisfactorily and expeditiously clean-up any spill which may occur, KPC reserves the right to clean-up such spill, or arrange for its clean-up, and shall charge all costs thereof or related thereto back to the Contractor. Additionally, any penalties incurred, as a result of any such spill shall be charged to the Contractor.

16.0 Determination of Sludge Quantity to be Disposed

- 16.1 The quantity of Petroleum Sludge delivered by KPC to the Contractor for transportation and disposal shall be determined by measured volume of pumpable sludge or Number of drums loaded into Contractor's vehicle as may be applicable.
- 16.2 For pumpable sludge, the quantity of sludge shall be determined by volume in cubic metres (m³) transferred to the Contractor's truck. In this regard, the Contractor's vehicles shall have valid calibration charts for determination of the quantity of Sludge. All trucks are required to be released as full with an authorized KPC employee signature with one copy of the trailer load ticket (and/or manifest) given to KPC for records.

16.3 For solid sludge, the quantity transferred shall be determined by number of drums loaded on to the Contractor's vehicle. The unit of measure shall be the number of a 200litre containers (metallic drum) filled with sludge.

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, wed, the undersigned, offer to provide. *[description of services]* in conformity with the said tender documents for the sum of . *[total tender amount in words and figures]* Inclusive of all taxes or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by Kenya Pipeline Company Limited.
4. We agree to abide by this Tender for a period of *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 _____

Item No.	Description	UoM	Qty	Unit Rate	Amount
A1.	Allow for insurances guarantees and license for the works	L.S	1		
A2.	Allow for mobilization of manpower, plant and equipment to site at PS14.	L.S	1		
A3.	Allow demobilization of manpower, plant and equipment to site.	L.S	1		
A4.	Allow for maintenance of Contractor's site office and facilities for use during the contract.	L.S	1		
A5.	Allow for any other preliminary items not included above or elsewhere in the schedule of prices, and specify below:-	L.S	1		
Measured works					
B1.	Allow for product transfer from tank being cleaned to another nominated tank as detailed in the scope of work/technical specifications.	m ³	150		
B2.	Allow pumping of sludge from tank being cleaned to trucks, transportation and disposal of the sludge as in the scope of	m ³	70		

	work/technical specifications.				
B3.	Allow for cleaning of tank internal surfaces comprising of the tank floor, tank first shell course and tank floating roof underside.	Lot	1	L.S	
	Sub-Total				
	Add 16% VAT				
	Total Amount To be carried to form of tender				

The actual quantities of product transferred, and sludge pumped out of the tanks shall will be determined on site by joint measurement by the Contractor and KPC for invoice and payment.

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.....ICT Equipment maintenance and has accepted a tender by the tenderer for the supply of those services in the spares 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

	<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in</p> <p>full.....Age..... of</p> <p>Nationality.....Country of</p> <p>Origin.....</p> <p>Citizenship details</p> <p>.....</p>																								
	<p>Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 35%;">Nationality</th> <th style="width: 35%;">Citizenship details</th> <th style="width: 15%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																						
1.																						
2.																						
3.																						
4.																						
.....																						

Part 2 (c) – Registered Company

Private or Public

State the nominal and issued capital of company

Nominal Kshs.

Issued Kshs.

Given details of all directors as follows

Name	Nationality	Citizenship details	Shares
------	-------------	---------------------	--------

1.

2.

3.

4.

Date.....Signature of Candidate.....

TENDER SECURITY FORM

Whereas[name of the tenderer]

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

[name and/or description of the services]

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

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

Of.....having registered office at

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

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

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

THE CONDITIONS of this obligation are:

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

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

we undertake to pay to the Kenya Pipeline Co. Ltd up to the above amount upon receipt of its first written demand, without the Kenya Pipeline Co. Ltd having to

substantiate its demand, provided that in its demand the Kenya Pipeline Co. Ltd will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To:

[name of the Kenya Pipeline Co. Ltd]

WHEREAS.....[name of tenderer]

(hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20 _____ to

supply.....

[Description services](Hereinafter called “the contract”)

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

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

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

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

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

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

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

LETTER OF NOTIFICATION OF AWARD

Address of Kenya Pipeline Co. Ltd

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

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)

CERTIFICATE OF TENDERER’S VISIT TO SITE

This is to certify that

[Name/s].....
.....
.....

Being the authorized representative/Agent of [Name of Tenderer]
.....
.....
.....

participated in the organized inspection visit of the site of the works for the

(Name of Contract:
.....)

..... day
of.....20.....

Signed.....
.....
(Employer’s Representative)

.....
.....

NOTE: the certificate must be filled and provided on the date of tender opening.