

KENYA PIPELINE COMPANY LIMITED



TENDER FOR THE

Supply, Installation, Testing & Commissioning

Of

Containerized Modular Welding Equipment Sets

KPC/PU/010-OT/17

SEPTEMBER 2017

INVITATION FOR TENDERS

Tender Reference Number: KPC/PU/010-OT/17

Tender name: **Supply, Installation, Testing & Commissioning of Containerized Modular Welding Equipment Set.**

The **Kenya Pipeline Company Limited** invites Tenders from eligible candidates for the **Supply, Installation, Testing & Commissioning of Containerized Modular Welding Equipment Set,**

1.1 Kenya Pipeline Company Ltd invites tenders from eligible candidates for the **Supply, Installation, Testing & Commissioning of Containerized Modular Welding Equipment Set,**

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 shall be used. No other email addresses shall be used and KPC shall not be liable if bidders choose to send their information and/or queries to other email addresses. In addition, all addenda will also be posted on the website as they become available.

1.2 Mandatory requirements are as listed below. These must be placed in a separate envelope marked "Mandatory Requirements"

- a) Certificate of Incorporation of the company/registration of the company
- b) Valid KRA tax compliance certificate (for local firms)
- c) Original Tender Security of KES.100,000.00 must be valid for 150 days from closing date
- d) A dully filled and Signed Declaration form
- e) **Manufacturer's Authorization for each of BOQ items quoted (If Bidder is not the Manufacturer)**
- f) Bidders must paginate all their documents and initial each page.

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

1.3 Prices quoted should be inclusive of all taxes and shall remain valid for **120** days from the closing date of tender.

1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked with Tender name and reference number and deposited in the Tender Box at the ground floor at Ken pipe Plaza or addressed to:

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

So as to be received on or before **11th April 2016 at 10.00am.**

- 1.5 Tenders will be opened immediately thereafter in the presence of the tenderers or their representatives who choose to attend at the Ken pipe Plaza, Sekondi Rd, off Nanyuki Rd, Industrial Area.
- 1.6 In the event that there arises any conflict or contradiction between the public advertisement of the tender and the tender document, the tender document shall at all times prevail.
- 1.7 Tender documents are not transferable.

Procurement Manager,

For: Managing Director

Section B: General Information

INTRODUCTION

Eligible Tenderers

- 1.1. This Invitation for Tenders is open to all Tenderers eligible as described in the tender document. Successful Tenderers shall supply the equipment whose description is herein.
- 1.2. Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices or debarred from participating under section 41 of the Public Procurement and Asset Disposal Act of 2015.

Eligible goods

- 1.3. All materials used under the contract shall have their origin in eligible source countries.
- 1.4. For purposes of this clause, “origin” means the place where the materials are produced. Materials are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.5. The origin of materials can be distinct from the nationality of the Tenderer.

Cost of Tendering

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

THE TENDER DOCUMENT

Contents

The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders.

Invitation to Tender

General Information

General Conditions of Contract

Special Conditions of Contract

Technical Specifications

Tender Form

Tender Security Form

Contract Form

Performance Security Form

Manufacturers' Authorization Form

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 Tenderer's risk and may result in the rejection of their tender.

Clarification of Documents

A prospective Tenderer requiring any clarification of the tender document may notify the KPC Procurement Manager in writing or by cable (hereinafter, the term cable is deemed to include telex and facsimile) at the KPC telephone number and address indicated in the Invitation for Tenders. KPC will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders prescribed by KPC. Written copies of the KPC response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Tenderers who have received the tender document.

Amendment of Documents

At any time prior to the deadline for submission of tenders, KPC, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, may modify the tender documents by amendment.

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

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

PREPARATION OF TENDERS

Language of Tender

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

Documents Comprising the Tender

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

A Tender Form and a Price Schedule completed in accordance with paragraph 9 and 10 below.

Documentary evidence in accordance with paragraph 12 establishing that the Tenderer is eligible to tender and is qualified to supply the equipment if their tender is accepted;

Documentary evidence established in accordance with paragraph 13 that the equipment supplied by the Tenderer conform to the tender documents; and

Tender security furnished in accordance with paragraph 14.

Tender Form

The Tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the equipment to be supplied, the country of origin, and prices.

Tender Prices

The Tenderer shall indicate on the appropriate Price Schedule the total tender price of the equipment he proposes to supply under this contract.

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

Prices quoted by the Tenderer shall be fixed during the term of the contract and not be subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

Tender Currencies

Prices shall be quoted in the following currencies:

For this equipment, if the Tenderer will supply from within Kenya, the prices shall be quoted in Kenya shillings; and

If the Tenderer will supply from outside Kenya, the prices shall be quoted in US dollars or in another freely convertible currency.

Tenderers Eligibility and Qualifications.

Pursuant to paragraph 1 of Section A, the Tenderer shall furnish, as part of its tender, documents establishing the Tenderer's eligibility to tender and his capability to deliver the equipment should his tender be accepted.

The documentary evidence of the Tenderers qualifications to perform the contract if his tender is accepted shall establish to KPC satisfaction that the Tenderer has the financial and technical capability necessary to satisfy this contract.

Materials' Eligibility and Conformity to the Tender Document.

Pursuant to paragraph 2 of this section, the Tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents for this equipment which the Tenderer proposes to supply.

The documentary evidence of the eligibility of the equipment shall consist of a statement in the Price Schedule of the country of origin, which shall be confirmed by a manufacturer's certificate.

The documentary evidence of conformity of the equipment to the tender document may be in the form of literature, drawings, and data, and may consist of:

A detailed description of the essential technical and performance characteristics of the equipment.

Relevant data sheets that demonstrate conformity to KPC's technical specifications, and statements of deviations and exceptions to the provisions in the Technical Specifications

Tender Security

The Tenderer shall furnish, as part of its tender, a tender security in amount of KES 100,000 or equivalent in foreign currency.

The tender security is required to protect KPC against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 14.6

The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad and valid for thirty (30) days beyond the validity date of the tender. **Tender Security Must remain valid for a minimum of One Hundred and Fifty (150) days from the date of tender opening.)**

Any tender not secured in accordance with paragraph 14.1 and 14.3 will be rejected by KPC as non-responsive.

For the unsuccessful Tenderers, the tender security will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiry of the period of tender validity prescribed by KPC.

The successful Tenderer's tender security will be discharged upon the Tenderer signing the contract, pursuant to paragraph 30, and furnishing the performance security, pursuant to paragraph 31.

The tender security may be forfeited:

if a Tenderer withdraws its tender during the period of tender validity specified by KPC on the Tender Form; or

in the case of a successful tender, if the Tenderer fails:

to sign the contract in accordance with paragraph 30.

to furnish a performance security in accordance with para. 31.

Validity of Tenders

Tenders shall remain valid for One Hundred and Twenty (120) days or as specified in the tender documents after the date of tender opening prescribed by KPC, pursuant to paragraph 18. A tender valid for a shorter period shall be rejected by KPC as non-responsive.

In exceptional circumstances, KPC may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 14 shall also be suitably

extended. A Tenderer may refuse the request without forfeiting their tender security. A Tenderer granting the request will not be required nor permitted to modify their tender.

Format and Signing of Tender

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. This is a **single envelope** tender;

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.

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, shall be initialed by the person or persons signing the tender.

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

SUBMISSION OF TENDERS

Sealing and Marking of Tenders

The Tenderer shall seal the original and the copy of the tender in separate envelopes. These envelopes shall then be sealed in an outer envelope.

The inner and outer envelopes shall

be addressed to KPC at the following address:

**The Managing Director
Kenya Pipeline Company Limited
Kenpipe Plaza
Sekondi Road, Off-Nanyuki Road
Industrial Area, Nairobi
P.O.BOX 73442**

Bear the words, “**CONFIDENTIAL**” and “**Tender for the Supply of O & G Instrumentation Trainer Skid for MIOG**”, and the words: “**DO NOT OPEN 11th April 2017 at 10:00a.m.**”.

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”.

If the outer envelope is not sealed and marked as required by paragraph 17.2, KPC will assume no responsibility for the tender’s misplacement or its premature opening.

Deadline for Submission of Tenders

Tenders must be received by KPC at the address specified under paragraph 17.2 no later than **10:00 a.m.** on the **11th April 2017**.

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

Modification and Withdrawal of Tenders

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

The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 17. A withdrawal notice may also be sent by email; but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

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

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 14.6.

TECHNICAL SPECIFICATIONS

CONTAINERIZED MODULAR WELDING EQUIPMENT SET

The Containerized Modular Welding Equipment Set, in general, consists of a 20ft shipping container, open on one side of length and divided along this length into three equal welding booths. Each booth is equipped with lighting, welding equipment for Manual Metal arc welding (SMAW), TIG welding (GTAW), MIG welding (GMAW), Plasma Cutter, Oxy-acetylene welding set, Welding stand with clamp, Worktable, Single phase and three phase power socket outlet, gas piping and other auxiliary and ancillary equipment as detailed in the Bill of Quantities.

Also included as a set is a containerized modular weld test equipment set consisting among others open, lockable open side long the length and equipped with weld test equipment for radiographic, ultrasonic, magnetic particle, and dye penetrant weld testing processes, as detailed in the Bill of Quantities.

All equipment and Fittings must conform to AWS American Welding Society Standards and API-American Petroleum Institute standards.

The welding sets will be used for training purposes on welding and weld testing processes at Morendat Institute of Oil and Gas.

Tenderers bidding for the Containerized Modular Welding Equipment Set must either be contractors or have previous proof of similar work and must have letter of authorization from the equipment manufacturers.

The tenderers will be required to supply the Containerized Modular Welding Equipment Sets with the following specifications.

1. 5 No Standard 20ft containers (container Number 1, 2, 3, 4 &5); each partitioned into 3 equal booths with reinforced 16 gauge mild steel plates; Total number of booths – 15

WELDING BOOTHS

The following items are PER EACH BOOTH

2. 1No 3ft twin fluorescent light fitting
3. 2No single phase, 240V, 50Hz, 5A industrial power socket outlet
4. 1No 3phase, 4pole, 415V, 50Hz, 20A industrial power socket outlet
5. All the above complete with breakers, isolators and cabling.
6. Oxy-acetylene welding gas piping network and associated valves to connect to welding torches
7. Welding fumes extraction duct – flexible, and self-supporting in any position inside the booth. To be connected to a common extraction ductwork.
8. Electric Arc Welding Machine for Stick Welding (SMAW): Input voltage 240V 50Hz 1phase; Input current 10 – 30A; Output range 10 – 150A; complete with accessories.
9. TIG Welding Machine (GTAW): Input voltage 240V 50Hz 1phase; Input current 10 – 30A; Output range 10 – 150A; complete with accessories including shielding gases & accessories.
10. MIG Welding Machine (GMAW): Input voltage 240V 50Hz 1phase; Input current 10 – 30A; Output range 10 – 150A; complete with accessories including shielding gas & accessories.
11. Antiglare Welding Curtains: fitted on sliding rails, to completely cover the booth open area.
12. Welding stand; fitted with welding clamp and swivel facility capable of 360⁰ swivel.
13. Welding booth table 3ft x 2ft x2.5ft high with lockable drawer.

The following items are per Containerized Modular Set:

14. Plasma Cutter: Input voltage 240V 50Hz 1phase; Input current 10 – 30A; Output range 10 – 40A; Air flowrate; 70 – 80 liters/min; complete with accessories
15. 1 No Welding fumes extraction fan; complete with ducting to each of the 3 booths. Fan capacity; Minimum 200 cubic feet per minute.

CONTAINERIZED MODULAR WELD TEST EQUIPMENT (Container No 6)

The containerized modular weld test set consists, in general, a standard 20ft shipping container open on one length side, and with folding lockable doors.

The unit contains a worktable wooden (hard wood) top 20ft long x 3ft wide x 2.5ft high fitted onto the backside of the container. The worktable will have lockable cabinets underneath, over the entire length.

The containerized modular set will be equipped with Weld Testing equipment and kits for:

Non-destructive testing equipment and Destructive test equipment kits complete with accessories to test to API standards and/or BS and ISO standards; the following test methods.

1. Radiographic weld testing
2. Ultrasonic weld testing
3. Magnetic particle weld testing
4. Dye penetrant weld testing
5. Destructive weld test equipment to API standards and AWS standards.

Electrical Supply

All 6 containerized modular welding sets will be supplied with power from an existing installation approximately 400m from the site to a distribution board located near container No1 and appropriate power and cabling extended to all booths and the weld test module.

Items include:

1. 400m length of 3ph 4pole + earth, wire reinforced, 200A rating laid underground on sand layer together with warning tape and DANGER/HATARI tiles.

2. Distribution Board with 24 way 3ph power connection equipped with isolator breakers, fuses and safety features to IEE / ISO standards.
3. Cabling and terminations to all booths and weld test module.

Vendor must attach detailed technical catalog and sizing of all the offered items.

BILL OF QUANTITIES

BOQ FOR CONTAINERIZED MODULAR WELDING EQUIPMENT SETS

1.1. Your quotation on company letter head should contain the following details:

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>	<u>Country of origin</u>
1	20 standard shipping container	No	6			
2	Fabrication of 15 No welding booths complete with welding stands, welding tables, and antiglare welding curtains	No	15			
3	Fabrication of weld testing modular unit	Lot				
4	Power installation, fittings and accessories to all 15 No booths and the weld test modular unit	Lot				
5	400m length of 3ph 4pole + earth, wire reinforced, 200A rating laid underground on sand layer together with warning tape and DANGER/HATARI tiles. Distribution Board with 24 way 3ph power connection equipped with isolator breakers, fuses and safety features to IEE / ISO standards. Cabling and terminations to all booths and weld test module.	Lot				
6	Oxy-acetylene welding kits – complete gas welding and gas cutting kits; including standard acetylene and oxygen cylinders (full with gas)	No	15			

7	Oxy-acetylene welding & cutting system piping network and associated valves to connect to welding torches complete with accessories, isolation valves and pipework.	Lot				
8	Welding fumes extraction ductwork, complete with fans, ducts, common headers, booth swivel ducts and all accessories.	Lot				
9	Electric Arc Welding Machine for Stick Welding (SMAW) Input voltage 240V 50Hz 1phase; Input current 10 – 30A Output range 10 – 150A; complete with accessories.	No	15			
10	TIG Welding Machine (GTAW): Input voltage 240V 50Hz 1phase; Input current 10 – 30A; Output range 10 – 150A complete with accessories including shielding gases & accessories.	No	15			
11	MIG Welding Machine (GMAW): Input voltage 240V 50Hz 1phase; Input current 10 – 30A; Output range 10 – 150A complete with accessories including shielding gas & accessories.	No	15			
12	Plasma Cutter: Input voltage 240V 50Hz 1phase; Input current 10 – 30A; Output range 10 – 40A; Air flowrate; 70 – 80 liters/min; complete with accessories	No	6			
13	Radiographic weld testing equipment	No.	6			
14	Ultrasonic weld testing equipment	No.	6			
15	Magnetic particle weld testing kit	No	6			
16	Destructive weld test equipment to API standards and AWS standards	No	6			
		No.				

NOTE:

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

2. **MODIFICATION AND WITHDRAWAL OF TENDERS**

- 2.1. The Tenderer may modify or withdraw his/her Tender after the Tender's submission, provided that written notice of the modification, including substitution or withdrawal of the Tender is received by KPC prior to the deadline prescribed for submission of Tenders.
- 2.2. The Tenderer's modification or withdrawal notice shall be sent to e-tenderbox@kpc.co.ke but followed by a signed confirmation copy, postmarked no later than the deadline for submission of Tenders.
- 2.3. No Tender may be modified after the deadline for submission of Tenders.
- 2.4. 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.

3. **OPENING OF TENDERS**

- 3.1. KPC will open the tenders in the presence of the Tenderers' representatives who choose to attend at the time and location indicated in the Invitation to Tender. The Tenderers' representatives who are present shall sign a register evidencing their attendance.
- 3.2. At the Tender opening, the Employer will announce the Tenderer's names, confirm if bids have been submitted by the Bidder and such other details as KPC, at his discretion, may consider appropriate. No Tender shall be rejected at the tender opening except for late Tenders.
- 3.3. KPC shall prepare a tender opening register and minutes of the tender opening including the information disclosed to those present.
- 3.4. Tenders not opened and read out at the tender opening shall not be considered further for evaluation, irrespective of the circumstances.

4. **CLARIFICATION OF TENDERS**

- 4.1. To assist in the examination, evaluation and comparison of Tenders KPC may, at its discretion, ask the Tenderer for a clarification of their Tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Tender shall be sought, offered, or permitted.
- 4.2. Any effort by the Tenderer to influence KPC in the Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

5. DETERMINATION OF RESPONSIVENESS

- 5.1. Prior to the detailed evaluation of tenders, KPC will determine whether each tender is substantially responsive to the requirements of the tender documents.
- 5.2. For the purpose of this Clause, a substantially responsive tender is one which conforms to all the terms, conditions and specifications of this tender document without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality or/and delivery of the requisite equipment to be undertaken by the Tenderer under the Contract, or which limits in any substantial way, inconsistent with the tender documents, KPC's rights or the Tenderers obligations under the Contract and the rectification of which would affect unfairly the competitive position of other Tenderers who have presented substantially responsive tenders.
- 5.3. Each price or unit rate inserted in the Bills of Quantities shall be a realistic estimate of the cost of supply of the Equipment/service described under the particular item including allowance for overheads, profits and the like. Should a Tender be seriously unbalanced in relation to KPC's estimate the tender shall be deemed not responsive.
- 5.4. A tender determined to be not substantially responsive will be rejected by KPC and may not subsequently be made responsive by the Tenderer by correction of the non-conforming deviation or reservation.

6. EVALUATION AND COMPARISON OF TENDERS

- 6.1. KPC will evaluate only tenders determined to be substantially responsive to the requirements of the tender documents.
- 6.2. KPC reserves the right to accept any variation, deviation or alternative Offer. Variations, deviations, alternative Offers and other factors which are in excess of the requirements of the tender document or otherwise result in the accrual of unsolicited benefits to KPC, shall not be taken into account in tender evaluation.
- 6.3. Price adjustment provisions in the Conditions of Contract applied over the period of execution of the Contract shall not be taken into account in tender evaluation.
- 6.4. If the lowest evaluated tender is seriously unbalanced or front loaded in relation to the KPC's estimate of the supply of the equipment /services under this Contract, KPC may require the Tenderer to produce detailed price analyses for this service against the specifications given, to demonstrate the relationship between those prices, proposed equipment/services to be delivered.
- 6.5. The tender evaluation committee shall evaluate the bids within 30 days of the validity period from the date of opening the tender.
- 6.6. Persons not officially involved in the evaluation of tender shall not attempt in any way to influence the evaluation.

7. CONTACTING KPC

- 7.1. No Tenderer shall contact KPC on any matter relating to his Tender, from the time of the Tender opening to the time the contract is awarded.
- 7.2. Any effort by a Tenderer to influence KPC in its decisions on Tender evaluation, Tender comparison, or contract award may result in the rejection of the Tenderer's Tender.

8. POST-QUALIFICATION

- 8.1. In the absence of pre-qualification, KPC will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive Tender is qualified to supply the services.
- 8.2. 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
- 8.3. An affirmative determination will be a prerequisite for award of the contract to the Tenderer. A negative determination will result in rejection of the Tenderer's Tender, in which event KPC will proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer's capabilities to supply the equipment.

9. AWARD CRITERIA

- 9.1. KPC will award the contract to the successful Tenderer whose Tender has been determined to be substantially responsive and has been determined to be the lowest evaluated Tender, provided further that the Tenderer is determined to be qualified to supply the service satisfactorily.

10. KPC'S RIGHT TO VARY QUANTITIES

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

11. KPC'S RIGHT TO ACCEPT OR REJECT ANY OR ALL TENDERS

- 11.1. KPC reserves the right to accept or reject any tender, and to annul the Tendering process and reject all Tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers.

12. NOTIFICATION OF AWARD

- 12.1. Prior to the expiration of the period of Tender validity, KPC will notify the successful Tenderer in writing that its Tender has been accepted.

12.2. A Purchase Order shall subsequently be issued the Tenderer to supply the services as per the specifications in this Tender document.

13. CORRUPT FRAUDULENT PRACTICES

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

13.2. Defines, for the purposes of this provision, the terms set forth below as follows:

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

13.3. 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.

13.4. Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract if it at any time it is determined that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

14. EVALUATION CRITERIA

The evaluation shall comprise of technical evaluation and financial evaluation as follows:

14.1. Technical Evaluation Criteria

- The technical evaluation criteria shall be based on the information communicated to the tenderers in the tender document.
- Bidders not meeting the mandatory requirements shall have their bids declared none responsive and therefore not technical evaluated.
- Bidders who score less than **95% (95 out of 100 Marks)** in technical will be disqualified and their financial bid will not be evaluated.
- Bidders Shall quote for all of the items required (A, B & C) and will be required to attain a score of **95% (95 out of 100 Marks)**, on each of the quoted items, for them to be considered for financial evaluation for the specific item quoted.

23. Digital Function generator

CRITERION	POINTS	COMMENTS
Sine wave, square wave, triangular (ramp) wave and pulse wave generation	25	
Frequency stability 500ppm	25	
Frequency range 0.1Hz-10Mhz	20	
Distortion less than -40db above 50Khz	10	
Power supply 100-240, ac,50Hz	10	
Out- put amplitude up to 10V peak to peak	10	
Total	100	

Fluke 115 Digital Multimeter (100marks)

CRITERION	POINTS	COMMENT
Digital display	10	
IP 42 rating	20	
Dc volts resolution≤0.1mV below 200mV	20	
Dc Amps resolution:0.001 at 6.000A range	20	
Operating temperature: -10 to 50 deg. Centigrade.	20	
Diode test range 2.000V, resolution 0.001V	10	
Total	100	

NOTE:

The technical evaluation shall be scored as in the tables above and bidders shall be ranked in the order of the marks scored for each item of the BOQ separately.

A bid shall be deemed to be technically responsive if it attains a score of 95% for the item quoted.

Financial Evaluation Criteria

The financial evaluation shall be based on the competitiveness and comprehensiveness of the bid. The bids shall be considered on an item by item basis.

GENERAL CONDITIONS OF CONTRACT

15. DEFINITIONS

- 15.1. In this Contract, the following terms shall be interpreted as indicated:
- 15.2. "The Contract" means the agreement entered into between KPC and the Tenderer, as recorded in the Form of Contract Agreement signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 15.3. "The Contract Price" means the price payable to the Tenderer under the Contract for the full and proper performance of its contractual obligations.
- 15.4. "The goods" means goods to be provided by the Tenderer including materials and spare parts which the Tenderer is required to provide to KPC under the Contract.
- 15.5. "KPC" means Kenya Pipeline Co. Ltd, the organization sourcing for the supply of the equipment under this Contract.
- 15.6. "The Tenderer" means the individual or firm providing the services under this Contract.

16. CONTRACT DOCUMENTS

- 16.1. All correspondence between parties to this contract shall be in the English language, which shall be the ruling language.
- 16.2. Except if and to the extent otherwise provided by the Form of Contract Agreement, the provisions of the General conditions and special conditions of contract shall prevail over those of any other document forming part of the Contract documents.
- 16.3. The Procurement officer or approved representative shall clarify any ambiguities arising from the documents.

17. LIQUIDATED DAMAGES FOR DELAY TO DELIVER THE MATERIALS/SERVICES

- 17.1. If the Tenderer hitherto fails to deliver the materials within the time prescribed by in this bid, or extended time, then the Tenderer shall pay to KPC the sum of money termed as liquidated damages for each default and not as a penalty for everyday or part thereof which shall elapse between the time prescribed by the Tenderer, or extended time as the case may be, and the date for the delivery of the equipment.
- 17.2. KPC may without prejudice to any other method of recovery deduct the amount of such damages from any monies due or which may become due, to the Tenderer. The payment or deduction of such damages shall not relieve the Tenderer of his obligations to deliver the equipment or from his obligations or liabilities under the contract.

17.3. PAYMENTS

- 17.4. Payments shall be processed against production of claim documentation or invoices on delivery of goods/materials and subject to inspection by KPC to meet technical specifications and other statutory requirements.
- 17.5. For an overseas supplier payment will be by either LC or TT after delivery.
- 17.6. For local supplier payment will be made within 30 days after delivery

18. TAXATION AND STATUTORY REQUIREMENTS

- 18.1. The Tenderer shall be responsible for complying with the tax requirements of the tax laws prevailing in Kenya in respect to the taxes applicable to the contract price. All such taxes of whatever nature shall be deemed to have been included in the contract pricing.

19. PUBLICITY

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

20. BRIBERY AND CORRUPTION

- 20.1. It is hereby agreed by the Tenderer that the giving or offering of any bonus or commission whether in the form of money, goods or service by the Tenderer or his employees to officers or employees of KPC or to firms or persons working on his behalf shall be deemed as a breach of the contract and KPC shall have the right to terminate the contract for cause in connection with the provisions thereof.

21. SAFETY REQUIREMENTS

- 21.1. The Tenderer 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 the applicable Government fire and safety regulations.

22. LAW GOVERNING CONTRACT

- 22.1. This contract shall be governed by and construed in accordance with the Laws of Kenya.

23. FORCE MAJEURE

- 23.1. Neither party shall be deemed to be in default in performing his obligations under the contract to the extent that performance of such obligations is delayed by force majeure.

Force majeure shall mean any event beyond the control of parties hereto including, but not limited to hostilities, restraint of rulers or people, revolution, civil commotion, forces of nature, application of embargo, or any law, proclamation, regulation or ordinance or any government or government agency having or claiming to have jurisdiction at the site of the work or act of God.

24. INDEMNITY AGAINST ALL CLAIMS OR INFRINGEMENTS

24.1. The Tenderer shall defend and indemnify KPC from and against all third-party claims, actions, suits, demands, damages, obligations, losses, settlements, judgements, costs, and expenses (including without limitation reasonable attorneys' fees and costs) or other liabilities arising from the tenderers performance of its obligations under the contract.

25. USE OF CONTRACT DOCUMENTS AND INFORMATION

25.1. The Candidate shall not, without KPC's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of KPC in connection therewith, to any person other than a person employed by the Tenderer in the performance of the Contract.

25.2. The Tenderer shall not, without KPC's prior written consent, make use of any document or information enumerated in this document.

25.3. Any document, other than the Contract itself, enumerated in in this document shall remain the property of KPC and shall be returned (all copies) to KPC on completion of the Contractor's performance under the Contract if so required by KPC.

26. PATENT RIGHTS

26.1. The Tenderer shall indemnify KPC against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services or any part thereof in Kenya.

27. INSPECTION AND TESTS

27.1. KPC or its representative shall have the right to inspect and/or to test the equipment/services to confirm their conformity to the Contract specifications.

27.2. The inspections and tests may be conducted on the premises of the Tenderer and all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to KPC.

27.3. Should any inspected or tested services fail to conform to the Specifications, KPC may reject the services, and the Tenderer shall either replace the rejected equipment or make alterations necessary to meet specification requirements free of cost to KPC.

27.4. Nothing in clause 29 shall in any way release the Tenderer from any warranty or other obligations under this Contract

28. PRICES

28.1. Prices charged by the Tenderer for supply of the equipment under this Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices given by the Tenderer in his Tender.

28.2. Prices must be valid for a hundred and twenty days from the closing date of tender and must be inclusive of all applicable taxes.

28.3. Payment Milestones.

20% Payment on Preparation of functional design

50% payment on delivery of equipment to KPC

20% on installation and commissioning

10% on end of 1 year liability period which starts at the date of commissioning

29. ASSIGNMENT

29.1. The Tenderer shall not assign, in whole or in part, his obligations to perform under this Contract, except with KPC's prior written consent.

30. TERMINATION FOR DEFAULT

30.1. KPC 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:

- 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 KPC.
- If the Tenderer fails to perform any other obligation(s) under the Contract.
- If the Tenderer, in the judgment of KPC has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

30.2. In the event KPC 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 KPC for any excess costs for such similar services.

31. RESOLUTION OF DISPUTES

31.1. KPC and the Tenderer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

31.2. If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to amicably resolve a contract dispute the matter shall be addressed to the High Court of Kenya.

32. LANGUAGE AND LAW

32.1. The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively.

33. SPECIAL CONDITION OF CONTRACT

33.1. Introduction

Qualification Criteria shall form the minimum requirement to be met by all the Tenderers. This information in addition to the Special conditions, specific conditions of contract and the information provided as required in this Tender will be used in Tender evaluation to determine the most responsive bidder.

33.2. Experience

The Tenderer shall demonstrate successful experience gained in the industry.

34. STATUTORY LICENSING & CERTIFICATION

34.1. The Tenderer shall at the time of submission of his bid ensure and provide evidence of compliance of all the necessary registration and tax certifications in accordance to the statutory requirements of Government of Kenya

34.2. Subcontracted Jobs

The Tenderer shall furnish list of any sub-Tenderers and their physical locations, licenses and registration details.

STANDARD FORMS

LETTER OF ACCEPTANCE

[Letterhead paper of KPC]

_____ [Date]

To:

_____ [Name of the Contractor]

_____ [Address of the Contractor]

Dear Sir,

This is to notify you that your Tender dated _____ for the execution of _____
_____ [name of the Contract
and identification number, as given in the Tender documents] for the Contract Price of . _____
_____ [Amount in figures] _____
_____ [amount in words] in accordance with the Instructions to Tenderers is hereby accepted.

You are hereby instructed to proceed with the execution of the said Works in accordance with the Contract documents.

Authorized Signature

Name and Title of Signatory

Attachment: Agreement

FORM OF AGREEMENT

THIS AGREEMENT, made the _____ day of _____ 20 _____ between _____ of [or whose registered office is situated at] _____ (hereinafter called KPC) of the one part AND _____ of [or whose registered office is situated at] _____ (hereinafter called “the EPC Contractor”) of the other part.

WHEREAS KPC is desirous that the Contractor executes the **Supply, Installation, Testing & Commissioning Of Containerized Modular Welding Equipment Sets** . KPC has accepted the tender submitted by the Contractor for the execution and completion of such Works and the remedying of any defects therein for the Contract Price of _____ [*Amount in figures*], _____ [*Amount in words*].

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 hereinafter referred to.
2. The following documents shall be deemed to form and shall be read and construed as part of this Agreement i.e.
 - (i) Letter of Acceptance
 - (ii) Form of Tender
 - (iii) General Conditions
 - (iv) Special Conditions
 - (v) Priced Bills of Quantities/Priced Schedule of Rates[whichever is applicable]
3. In consideration of the payments to be made by KPC to the Contractor as hereinafter mentioned, the Contractor hereby covenants with KPC to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. KPC hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The common Seal of _____

Was hereunto affixed in the presence of _____

Signed Sealed, and Delivered by the said _____

Binding Signature of KPC _____

Binding Signature of Contractor _____

In the presence of (i) Name _____

Address _____

Signature _____

[ii] Name _____

Address _____

Signature _____

FORM OF TENDER SECURITY

WHEREAS(hereinafter called “the Tenderer”) has submitted his tender dated..... for the **Supply, Installation, Testing & Commissioning Of Containerized Modular Welding Equipment Sets** KNOW ALL PEOPLE by these presents that WE having our registered office at(hereinafter called “the Bank”), are bound unto(hereinafter called KPC) in the sum of KES..... for which payment well and truly to be made to the said KPC, the Bank binds itself, its successors and assigns by these presents sealed with the Common Seal of the said Bank this Day of20.....

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers
Or
2. If the tenderer, having been notified of the acceptance of his tender by KPC during the period of tender validity:
 - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

We undertake to pay to KPC up to the above amount upon receipt of his first written demand, without KPC having to substantiate his demand, provided that in his demand KPC will note that the amount claimed by him is due to him, 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 said date.

_____	_____
<i>[date]</i>	<i>[signature of the Bank]</i>
_____	_____
<i>[witness]</i>	<i>[seal]</i>

PERFORMANCE BANK GUARANTEE

(Date)

To: *Kenya Pipeline Co. Ltd*
P.O. Box 73442-00200,
Nairobi

Dear Sir,

WHEREAS _____ (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. SU/QT/...../16 dated _____ to execute the **Supply, Installation, Testing & Commissioning of Containerized Modular Welding Equipment Sets**, (hereinafter called “the Works”);

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the EPC Contractor, up to a total of _____ (*amount of Guarantee in figures*) _____ (*amount of Guarantee in words*), and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ (*amount of Guarantee in words*) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change, addition or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any change, addition, or modification.

This guarantee shall be valid until the date of issue of the Certificate of Completion.

TENDER QUESTIONNAIRE

Please fill in block letters

1. Full names of tenderer

.....

2. Full address of tenderer to which tender correspondence is to be sent (unless an agent has been appointed below)

.....

3. Telephone number (s) of tenderer

.....

4. Telex address of tenderer

.....

5. Name of tenderers' representative to be contracted on matters of the tender during the tender period

.....

6. Details of tenderer's nominated agent (if any) to receive tender notices. This is essential if the tenderer does not have his registered address in Kenya (name, address, telephone, telex)

.....

Signature of Tenderer

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or whichever applies 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; Country/Town.....

Plot No..... Street/Road

Postal Address..... Tel No.....

Nature of Business.....

Current Trade Licensee No..... Expiring date.....

Maximum value of business which you can handle at any time: KES

Name of your bankers.....

Branch.....

Part 2 (a) – Sole Proprietors

Your name in full..... Age.....

Nationality..... Country of Origin.....

Citizenship details

Part 2 (b) – Partnership

Give details of partners as follows:

	<i>Name in full</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>
1			
2			
3			

Part 2(c) - Registered Company:

Private or public

Issued KES.

Give details of all directors as follows

	<i>Name in full</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>
1			
2			
3			

Part 2 (d) Interest in the Firm:

Is there any person/persons in [Name of KPC] who has interest in this firm?

Yes/No. [Delete as necessary]

I certify that the information given above is correct

.....

[Title]

[Signature]

[Date]

* Attach proof of citizenship

DECLARATION FORM

Date _____

To _____

The tenderer i.e. (name and address) _____

_____ Declare the following:

- a) Has not been debarred from participating in public procurement.
- b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

Title

Signature

Date

(To be signed by authorized representative and officially stamped)

Attach list of Company's Directors for both local and international firms:

FORM OF TENDER

_____ [Date]

TO: Kenya Pipeline Co. Ltd

SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF CONTAINERIZED MODULAR WELDING EQUIPMENT SETS

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of USD _____ [Amount in figures] USD _____ [Amount in words].

2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Project Engineer’s notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.

3. We agree to abide by this tender until _____ [inset date], and it shall remain binding upon us and may be accepted at any time before the date.

4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.

5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20 _____

Signature _____ in the capacity of _____

Duly authorized to sign tenders for and on behalf of _____

Witness:

Name

Address

Signature

Date

LETTER OF NOTIFICATION OF AWARD

Address of KPC

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.

Please acknowledge receipt of this letter of notification signifying your acceptance.

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.

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