



NATIONAL OIL CORPORATION OF KENYA

TENDER

**FOR PROVISION OF WASTE OIL DISPOSAL AND CLEANING OF
INTERCEPTORS AT NATIONAL OIL SITES**

TENDER NO. NOCK/PRC/03(1134)2016-2017

**NATIONAL OIL CORPORATION – KAWI HOUSE, SOUTH C,
RED CROSS ROAD OFF POPO ROAD
P.O Box 58567 – 00200
NAIROBI**

Email: tenders@nockenya.co.ke

April 2017

Tender Closing Date & Time: April 28, 2017 at 1000hrs (East Africa Time)

TABLE OF CONTENTS		Page
1.	SECTION I – INVITATION TO TENDER.....	3
2.	SECTION II – INSTRUCTIONS TO TENDERERS	5
3.	SECTION III – GENERAL CONDITIONS OF CONTRACT	23
4.	SECTION IV – SPECIAL CONDITIONS OF CONTRACT	31
5.	SECTION V – SCHEDULE OF REQUIREMENTS.....	33
6.	SECTION VI – DESCRIPTION OF SERVICES.....	34
7.	SECTION VII – STANDARD FORMS	39

1. SECTION I – INVITATION TO TENDER

Date: April 2017

Tender REF No. NOCK/PRC/03(1134)2016-2017

Tender name: TENDER FOR PROVISION OF WASTE OIL DISPOSAL SERVICES & CLEANING OF INTERCEPTORS AT NATIONAL OIL SITES

- 1.1 National Oil Corporation of Kenya (**National Oil**) invites sealed tenders from eligible candidates for the provision of **Waste Oil Disposal Services and Cleaning of Interceptors at National Oil sites on a three year framework contract on rates basis, per County, renewable annually based on performance.**
- 1.2 Interested candidates may view/obtain/download the tender documents at www.nationaloil.co.ke or at:
Procurement Department
National Oil Corporation of Kenya
Kawi House, South C,
Red Cross road off Popo Road
P.O Box 58567-00200
NAIROBI
Tel: +254-20-6952000, Fax: +254-20-6952400
Email: tenders@nockkenya.co.ke
- during normal working hours on Monday to Friday between 0800hrs to 1700hrs (East Africa Time).
- 1.3 The tender document downloaded from the website is free of charge The candidates who download the tender documents **must register their details with the National Oil Procurement Department via email** to the email addresses given in the tender document in order to receive any clarifications and/or addenda
- 1.4 The bidders are required to submit the following mandatory documentation with their technical Proposal, which will be used for preliminary evaluations. *(Non submission of any of the documents will lead to disqualification from the tender process.)*
- a) Copy of Incorporation or Registration.
 - b) Copy of current **Valid** Tax Compliance Certificate.
 - c) Copy of current **Valid** License to own/operate waste treatment plant/disposal site from NEMA (or show evidence of partnership/agreement with treatment plant/disposal site owner who has NEMA License).
 - d) Copy of current **Valid** Environmental Impact Assessment /Annual Audit of the disposal site.
 - e) Copy of current **Valid** License to transport waste from NEMA (or show evidence of partnership/agreement with licensed transporter).
 - f) Duly filled and signed Bidder's Declaration and Integrity Pact.
 - g) Duly filled and signed Confidential Business Questionnaire.

- 1.5 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of one hundred and twenty (120) days from the closing date of the tender.
- 1.6 No tender security is required for this tender.
- 1.7 The completed tender documents are to be enclosed in a plain sealed envelope clearly marked **“TENDER FOR PROVISION OF WASTE OIL DISPOSAL SERVICES & CLEANING OF INTERCEPTORS AT NATIONAL OIL SITES – Tender Reference No. NOCK/PRC/03(1134)2016-2017”** with the instructions **“Do not open before April 28, 2017 at 1000hrs (East Africa Time)”** should be addressed to:

**Ag. Chief Executive Officer
National Oil Corporation of Kenya
Kawi House, South C,
Red Cross road off Popo Road
P.O Box 58567- 00200, NAIROBI**

and **MUST** deposited in the Tender Box at:

**National Oil Corporation,
1st Floor, Kawi House, South C,
Red Cross road off Popo Road
P.O Box 58567-00200
NAIROBI**

Bulky Tenders that do not fit into the tender box are to be submitted at the Chief Executive`s Office, **Kawi House, South C, Red Cross road off Popo Road.**

so as to be received on or before **April 28, 2017 at 1000hrs (East Africa Time)**. ***Late submissions shall automatically be disqualified whatever the circumstances.***

- 1.8 Tenders will be opened immediately thereafter in the presence of the tenderers and/or their representatives who choose to attend the opening at:

**The Boardroom
National Oil Corporation of Kenya
Kawi House, South C,
Red Cross Raod off Popo Road
NAIROBI**

For AG. CHIEF EXECUTIVE OFFICER

2. SECTION II – INSTRUCTIONS TO TENDERERS

TABLE OF CONTENTS	Page
2. SECTION II – INSTRUCTIONS TO TENDERERS.....	5
2.1 ELIGIBLE TENDERERS	7
2.2 COST OF TENDERING.....	7
2.3 CONTENTS OF TENDER DOCUMENTS	7
2.4 CLARIFICATION OF DOCUMENTS	8
2.5 AMENDMENT OF DOCUMENTS.....	8
2.6 LANGUAGE OF TENDER	8
2.7 DOCUMENTS COMPRISING THE TENDER.....	9
2.8 FORM OF TENDER.....	9
2.9 TENDER PRICES	9
2.10 TENDER CURRENCIES	9
2.11 TENDERERS ELIGIBILITY AND QUALIFICATIONS	10
2.12 TENDER SECURITY	10
2.13 VALIDITY OF TENDERS.....	11
2.14 FORMAT AND SIGNING OF TENDER	11
2.15 SEALING AND MARKING OF TENDERS	11
2.16 DEADLINE FOR SUBMISSION OF TENDERS	12
2.17 MODIFICATION AND WITHDRAWAL OF TENDERS.....	12

2.18	OPENING OF TENDERS	12
2.19	CLARIFICATION OF TENDERS	13
2.20	PRELIMINARY EXAMINATION AND RESPONSIVENESS	13
2.21	CONVERSION TO A SINGLE CURRENCY	14
2.22	EVALUATION AND COMPARISON OF TENDERS	14
2.23	CONTACTING THE PROCURING ENTITY.....	15
2.24	AWARD OF CONTRACT.....	15
2.25	NOTIFICATION OF AWARD	16
2.26	SIGNING OF CONTRACT.....	16
2.27	PERFORMANCE SECURITY	16
2.28	CORRUPT OR FRAUDULENT PRACTICES.....	17
2.29	APPENDIX TO INSTRUCTIONS TO THE TENDERERS.....	19

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 procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 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 Procuring entity 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 procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2.** The tender document is to be issued free to the selected tenderers.
- 2.2.3.** The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1.** 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.

2.4 Clarification of Documents

2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than three (3) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. 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.

2.4.2. The procuring entity shall reply to any clarifications sought by the tenderer within 2 days of receiving the request to enable the tenderer to make timely submission of its tender

2.5 Amendment of documents

2.5.1. At any time prior to the deadline for submission of tenders, the Procuring entity, 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.

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

2.6 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 Procuring entity, 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 clause 2.9, 2.10 and 2.11 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.
- c) Tender security furnished is in accordance with Clause 2.12.
- d) Confidential business questionnaire.
- e) Bidders declaration and integrity pact

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.

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 clause 2.22.

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

2.9.5. Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

2.9.6. Price variation requests shall be processed by the procuring entity 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 Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

- 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 is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to clause 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 bank guarantee.
- 2.12.4. Any tender not secured in accordance with clause 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non responsive, pursuant to clause 2.20.
- 2.12.5. Unsuccessful tenderer's security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.
- 2.12.6. The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to clause 2.29, and furnishing the performance security, pursuant to clause 2.30.
- 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 procuring entity 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 clause 2.26; **or**
 - ii) to furnish performance security in accordance with clause 2.27.
 - c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

- 2.13.1. Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to clause 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.
- 2.13.2. In exceptional circumstances, the Procuring entity 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 clause 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

- 2.14.1. The tenderer shall prepare two copies of the tender, clearly / marking each "**ORIGINAL TENDER**" and "**COPY OF TENDER**," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2. The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3. The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

- 2.15.1. 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 Procuring entity 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 APRIL 28, 2017 AT 1000HRS (EAST AFRICAN TIME)**".
- 2.15.2. 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".
- 2.15.3. If the outer envelope is not sealed and marked as required by clause 2.15.1, the Procuring entity 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 Procuring entity at the address specified in the Invitation to Tender no later than **April 28, 2017 at 1000hrs** (East African Time).
- 2.16.2.** The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with clause 2.5, in which case all rights and obligations of the procuring entity 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 procuring entity at the Chief Executive's office located at the address given in clause 1.2 of the Invitation to Tender before the time and date of the tender opening.

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 procuring entity 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 clause 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 clause 2.12.7.
- 2.17.5.** The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6.** The procuring entity 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 Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, **on April 28, 2017 at 1000hrs (East African Time)**, at the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

- 2.18.2. The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3. The procuring entity 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 procuring entity 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 procuring entity in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.
- 2.19.3. Comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

- 2.20.1. The Procuring entity 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. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. if the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3. The Procuring entity 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 clause 2.22, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity'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 Procuring entity 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 procuring entity 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 procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to clause 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 materials to be used in the provision of the services.

2.22.3. The Procuring entity'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 clause 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 clause 2.22.3 the following evaluation methods will be applied.

a) Operational Plan

The Procuring entity 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 procuring entity's required delivery time will be treated as non-responsive and rejected.

b) Deviation in payment schedule

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

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 procuring entity

- 2.23.1.** Subject to clause 2.19, no tenderer shall contact the procuring entity 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 procuring entity in its decisions on tender evaluation tender comparison or contract award may 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 Procuring entity 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 clause 2.1.2, as well as such other information as the Procuring entity 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 Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

- 2.24.4.** Subject to clause 2.27 the Procuring entity 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.
- 2.24.5.** The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that

none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

- 2.24.6.** 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 procuring entity pursuant to clause 2.29. 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 clause 2.27, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to clause 2.12.

2.26 Signing of Contract

- 2.26.1.** At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.26.2.** Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- 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 Procuring entity, 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 Procuring entity.
- 2.27.2.** Failure of the successful tenderer to comply with the requirement of clause 2.27 or clause 2.28.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

- 2.28.1. The Procuring entity 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 procuring entity 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.
- 2.28.4. **Ethics**

In pursuance of this policy, the Procuring entity requires that all bidders concerned take measures to ensure that no transfer of gifts, payments or other benefits to officials of the Procuring entity and/or procurement/management staff with decision making responsibility or influence occurs. In this regard, the Procuring entity will require all tenderers to sign, as part of the tender documents, an Integrity Pact (Section VII – Standard forms). **Non-delivery of the Bidders Declaration and Integrity Pact (Section VII – Standard forms) duly undersigned by the Chief Executive or Legal Representative of the tendering party will result in exclusion of the bid/ quotation from the procurement process.**

The Procuring entity reserves the right to suspend or cancel a tender/quotation if corrupt practices of any kind are discovered at any stage of the award process. For the purpose of this provision, the terms set forth below shall have the following meaning:

- “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of any officer involved in the procurement of goods and/or services, or the threatening of injury to a person, property or reputation in connection with the procurement process or in contract execution, in order to obtain or retain business or other improper advantage in the conduct of business; 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/or the Government of Kenya, and includes collusive practices among bidders (prior to or after submission of tenders) designed to establish prices at artificial, non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition.

Any attempt by a candidate or bidder to obtain confidential information, enter into unlawful agreements with competitors or influence the committee of the Procuring entity during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of his/her candidacy or tender and may result in administrative penalties (e.g. suspension).

When putting forward a tender, the candidate or tenderer shall declare that he is not affected by any potential conflict of interest and has no particular link with other tenderers or parties

involved in the project. Should such a situation arise during performance of the contract, the tenderer must immediately inform Procuring entity.

The contractor/tenderer must at all times act impartially and as a faithful adviser in accordance with the code of conduct of his profession. He shall refrain from making public statements about the project or services without the Procuring entity's prior approval. He may not commit the Procuring entity in any way without its prior written consent.

For the duration of the contract the contractor/tenderer and its staff shall respect human rights and undertake not to offend the political, cultural and religious morals of the Republic of Kenya.

The contractor/tenderer may accept no payment connected with the contract other than that provided for therein. The contractor/tenderer and its staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Procuring entity.

The contractor/tenderer shall refrain from any relationship likely to compromise its independence or that of its staff. If the contractor/tenderer ceases to be independent, the Procuring entity may, regardless of injury, terminate the contract without further notice and without the contractor/tenderer having any claim to compensation.

All tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses.

2.29 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
2.1	<p>The tenderer shall provide the following mandatory requirements (failure to submit the mandatory requirements will lead to disqualification from the tender process – preliminary evaluation)</p> <ul style="list-style-type: none"> i) Copy of Incorporation or Registration. ii) Copy of current Valid Tax Compliance Certificate. iii) Copy of current Valid License to own/operate waste treatment plant/disposal site from NEMA (or show evidence of partnership/agreement with treatment plant/disposal site owner who has NEMA License). iv) Copy of current Valid Environmental Impact Assessment /Annual Audit of the disposal site. v) Copy of current Valid License to transport waste from NEMA (or show evidence of partnership/agreement with licensed transporter). vi) Duly filled and signed Bidder’s Declaration and Integrity Pact. vii) Duly filled and signed Confidential Business Questionnaire. <p>In addition, the eligible tenderer:</p> <ul style="list-style-type: none"> i) Must not be limited or debarred under any of the provisions of the Public Procurement and Asset Disposal Act, 2015 and the Public Procurement and Disposal Regulation, 2006 to enter into a Contract; ii) Must not be bankrupt or in the process of being wound-up and is not the subject of legal proceedings for the purposes hereof; iii) Provide information regarding current litigation(s) in which the tenderer is involved (if any); <p>The successful tenderer must submit certified copies of the above documents (where applicable).</p> <p>Evaluation and comparison of tenders Tenderers will be required to pass the preliminary evaluation having submitted all the requested mandatory documentation before being considered for technical evaluation.</p> <p>Evaluation Criteria The Schedule below shall be used as the technical evaluation criteria for the tender for provision of Waste Oil Disposal and Cleaning of Interceptors Services at National Oil sites.</p>

2.22	No.	EVALUATION CRITERIA	Max Points
	1	Relevant Experience and Technical Capacity for Assignment (documentary evidence should be provided)	
		<p>a. The company’s experience in the provision of Waste oil disposal and interceptor cleaning services. Provide a detailed company profile –(5 marks)</p> <p>b. Provide a brief description of each job undertaken. Attach completion certificates- (5 marks)</p> <p>c. Provide relevant copies of LPOs or Contracts and recommendation letters with contacts (National Oil will conduct background checks.). Attach at least 5 LPOs or contracts and recommendation letters @ 4 marks = 20 marks</p> <p>d. Provide a flow chart showing how the process is conducted from arrival at the client’s site to the disposal of oil.(5 marks)</p> <p>e. What standards of cleaning are employed? (5Marks)</p>	40
	b.	<p>Technical capacity, resources available for the assignment</p> <p>a. Existence of an operational office. Due diligence shall be carried out to confirm the office of the successful bidder (post-qualification) – 10 marks</p> <p>b. Provide list and types of vehicles available for the job Provide copies of logbook for at least three (3) vehicle licensed by NEMA to be used for the task or lease agreement with owner of such vehicles. The existence of the vehicle will be confirmed during due diligence – 10 marks.</p> <p>c. List the other equipment available for the job.(5 marks)</p>	25
2	<p>Safety Requirements</p> <ul style="list-style-type: none"> • Provide copy of signed company’s Environmental Health and Safety policy – 2 marks • Provide 3 no. training certificates which shows the kind of training the operatives/workers have received/undergone- 1 mark for each certificate. • Provide a copy of a signed off Personal Protective Equipment (PPE) issuance register detailing the PPE provided for the workers/operatives – 2 marks. 	10	

		<ul style="list-style-type: none"> • Provide comprehensive list of all PPE's necessary for the job and corresponding issuance and re-issuance costs to show frequency of issuance - 3 marks 	
	3	<p>Proof of Environmental Management System that demonstrates compliance with the requirements and conditions of EMCA 1999 and the Waste Management Regulations Legal Notice No. 121, 2006</p> <ul style="list-style-type: none"> • Show documentation evidence of approved operating procedures or work instructions – 10 marks • Provide evidence of tracking of movement of waste records from point of collection to the approved disposal site – 10 marks • Provide at least 5 sets of tracking documents from previous jobs undertaken - 5 marks 	25
		TOTAL	100
		To be considered technically responsive the tenderers must score a minimum of 70 of the total 100 points summarized above. Only tenderers who score 70 and above will proceed to the financial evaluation.	
	<p>To be considered technically responsive, the tenders must score a minimum of 70 marks out of the total 100 summarized above. Only tenderers who score 70 and above will proceed to financial evaluation.</p>		
2.12	<p>Particulars of tender security</p> <p>No tender security is required for this tender.</p>		
2.27	<p>Particulars of performance security:</p> <p>This being a need basis framework tender, no performance security is required.</p>		
2.28	<p>In addition to clause 2.28 – corruption and fraudulent practices, the ethics as described below will be upheld:</p> <p>It is a requirement that both National Oil and prospective suppliers of goods, services and works observe the highest standards of ethics during the procurement and execution of contracts.</p> <p>In pursuance of this policy, National Oil requires that all bidders concerned take measures to ensure that no transfer of gifts, payments or other benefits to officials of National Oil and/or procurement/ management staff with decision making responsibility or influence occurs. In this regard, National Oil will require all tenderers to sign, as part of the tender documents, a Bidder's Declaration & Integrity Pact (Section III – Technical Proposal Standard Forms).</p> <p>Non-delivery of the Bidder's Declaration and Integrity Pact duly undersigned</p>		

	<p>by the Chief Executive or Legal representative of the tendering party will result in exclusion of the bid/quotation from the procurement process.</p> <p>National Oil reserves the right to suspend or cancel a tender/quotation if corrupt practices of any kind are discovered at any stage of the award process.</p>
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3. SECTION III – GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS.....		Page
3.1	DEFINITIONS	25
3.2	APPLICATION.....	25
3.3	JOINT DRAFTING	25
3.4	EFFECTIVENESS OF CONTRACT	25
3.5	COMMENCEMENT OF SERVICES	25
3.6	STANDARDS	26
3.7	PATENT RIGHT'S	26
3.8	PERFORMANCE SECURITY	26
3.9	INSPECTIONS AND TESTS	26
3.10	PAYMENT	27
3.11	PRICES.....	27
3.12	ASSIGNMENT.....	27
3.13	TERMINATION FOR DEFAULT	27
3.14	TERMINATION OF INSOLVENCY.....	27
3.15	TERMINATION FOR CONVENIENCE.....	28
3.16	RESOLUTION OF DISPUTES.....	28
3.17	GOVERNING LANGUAGE	28
3.18	FORCE MAJEURE.....	28

3.19	APPLICABLE LAW	29
3.20	NOTICES.....	29
3.21	CONFIDENTIALITY	29
3.22	CORRUPT GIFTS AND PAYMENTS OF COMMISSION.....	30
3.23	EXPIRATION OF CONTRACT.....	30

3.1 Definitions

- a) In this contract the following terms shall be interpreted as indicated:
- b) “The contract” means the agreement entered into between the Procuring entity 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.
- c) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- d) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- e) “The Procuring entity” means the organization sourcing for the services under this Contract.
- f) “The contractor means the individual or firm providing the services under this Contract.
- g) “GCC” means general conditions of contract contained in this section
- h) “SCC” means the special conditions of contract
- i) “Day” means calendar day

3.2 Application

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

3.3 Joint drafting

The parties have participated jointly in the negotiation and drafting of this agreement. In the event an ambiguity or question of intent or interpretation arises, this agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this agreement.

3.4 Effectiveness of contract

This Contract shall come into effect on2017.

3.5 Commencement of services

The Tenderer shall begin carrying out the Services immediately the Contract becomes effective or at such other date as may be specified.

3.6 Standards

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

3.7 Patent Right's

The tenderer shall indemnify the Procuring entity 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.

3.8 Performance Security

3.8.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

3.8.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.8.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of :

- a) A bank guarantee.
- b) Such insurance guarantee approved by the Authority.

3.8.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.9 Inspections and Tests

3.9.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.9.2 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 Procuring entity.

3.9.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity 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 Procuring entity.

3.9.4 Nothing in clause 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.10 Payment

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

3.11 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 procuring entity'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.

3.12 Assignment

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

3.13 Termination for Default

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

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

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

3.14 Termination of insolvency

The procuring entity may at any time terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination

will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

3.15 Termination for convenience

3.15.1 The procuring entity 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 procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.15.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.16 Resolution of disputes

The procuring entity's and the contractor 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 to the formal mechanisms specified in the SCC.

3.17 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.

3.18 Force Majeure

The contractor shall not 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.

3.19 Applicable Law

The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC.

3.20 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.

3.21 Confidentiality

- i) "Confidential Information" shall, for the purposes of this Agreement, include without limitation any financial, strategic, technical, commercial, geological and scientific information, know-how, trade secrets and data in whatever form, communicated to the Tenderer or acquired by the Ministry of Energy or National Oil during the course of the Tenderer carrying out his duties as contemplated in this Agreement.
- ii) The Tenderer agrees that he will not, during the course of carrying out his duties as contemplated in this Agreement or thereafter into perpetuity, disclose the Confidential Information to any third party for any reason or purpose whatsoever without the prior written consent of the Ministry of Energy or National Oil, save in accordance with the provisions of this Agreement.
- iii) The Tenderer agrees not to utilize, exploit or in any other manner whatsoever use the Confidential Information disclosed pursuant to the provisions of this Agreement and the terms of any subsequent Agreement made by parties, for any purpose whatsoever without the prior written consent of the Ministry of Energy or National Oil.
- iv) The Tenderer undertakes not to use the Confidential Information for any purpose other than that for which it is disclosed; and in accordance with the provisions of this Agreement and any subsequent Agreement made by parties.
- v) The Tenderer shall be held liable for disclosing confidential information unless he proves that:
 - a) Such information and data was in the public domain prior to such disclosure;
 - b) Such information and data has become part of the public domain through no fault of the Tenderer, or
 - c) Such disclosure was required by any written Kenyan law

3.22 Corrupt gifts and payments of commission

- i) The Client is an institution that fosters zero tolerance to fraud and corruption. The Tenderer hereby agrees to avoid fraud and corruption and to report any suspected fraud, corruption, or any activity that jeopardizes the integrity of the Client and its staff to its – Corruption Prevention and Integrity Committee (COPIC).
- ii) The Tenderer shall not;
 - a) Offer or give or agree to give to any person in the service of the Client any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract with the Client or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract with the Client.
 - b) Enter into this or any other contract with the Client in connection with which commission or consideration has been paid or agreed to be paid by it or on his behalf or to his knowledge, unless before the Contract is made particulars of any such commission or consideration and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing by the Client.

Any breach of this Condition by the Tenderer or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Tenderer) shall be an offence under the provisions of the Public Procurement and Asset Disposal Act 2015 issued under The Exchequer and Audit Act Cap 412 of the Laws of Kenya, Anti-corruption & Economic Crimes Act (2003), Public officer Ethics Act (2003), Government Financial Management Act 2004, and the Performance Contract with the Government.

3.23 Expiration of contract

Unless terminated earlier pursuant to Clause, this Contract shall terminate on after satisfactory completion of services and submission of a report by the Tenderer as required by this contract.

4. SECTION IV – SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

The clauses in this section are intended to assist the procuring entity in providing contract specific information in relation to corresponding clauses in the general conditions of contract.

The provisions of section IV complement the general conditions of contract included in section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the procurement of services required. In preparing section IV, the following aspects should be taken into consideration.

- a) Information that complement provisions of section III must be incorporated
- b) Amendments and/or supplements to provision of section III, as necessitated by the circumstances of the specific service required must also be incorporated

Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract the provisions of the special conditions of contract herein shall prevail over the provisions of the general conditions of contract.

SPECIAL CONDITIONS OF CONTRACT

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

General conditions of contract reference	Special conditions of contract
3.6	<p><i>Performance Security</i></p> <p><i>This is a need basis framework tender and no performance security is required.</i></p> <p><i>As a measure to check on performance, continuous evaluations on effective timely delivery of services will be done to ascertain continuity.</i></p>
3.8	<p><i>Payment</i></p> <p><i>The payment terms are for a credit period of thirty (30) days from the date when the monthly invoices are received at National Oil; and upon confirmation of satisfactory receipt of services.</i></p>
3.14	<p><i>The provisions of the arbitration act of the laws of Kenya shall apply.</i></p>

5. SECTION V – SCHEDULE OF REQUIREMENTS

Notes for preparing the schedule of requirements

The schedule of requirements for the services shall be included in the tender documents by the procuring entity and shall cover at the minimum a description of the goods and services to be supplied and the delivery schedule.

The objectives of schedule of requirements is to provide sufficient information to enable tenderers to prepare their tenders efficiently and accurately, in particular, the price schedule, for which information is provided.

In addition, the schedule of requirements, together with the price schedule, should serve as a basis in the event of quantity variations at the time of award of contract pursuant to instructions to tenderers clause 26.

The date or period of delivery should be carefully specified, taking into account the date prescribed herein from which the procuring entity's delivery obligations start (notice of award).

This part will include any deliverables under the service contract

Number	Description	Quantity	Delivery Time Start _____ End _____
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6. SECTION VI – DESCRIPTION OF SERVICES

BACKGROUND

National Oil wishes to contract a company on a three-year framework contract on rates for provision of waste oil disposal services and cleaning of interceptors at National Oil Sites.

TERMS OF REFERENCE FOR PROVISION OF WASTE OIL DISPOSAL & CLEANING OF INTERCEPTORS FOR NATIONAL OIL FACILITIES.

National Oil in compliance with Environmental Management and Coordination Act, 1999 is in the process of procuring a service provider for Waste Oil Disposal & Cleaning of Interceptors for National Oil facilities including petrol service stations.

A. THE TERMS OF REFERENCE (TOR)

1. The scope of service includes interceptor cleaning, collection of used oil filters, empty lube containers, oil/grease contaminated rags and collection/disposal of used/waste oil. Used/waste oil collection/disposal will be at a fee paid by the service provider.
2. Successful bidder will collect used/waste oil and transport to National Oil designated sites awaiting collection and disposal
3. Collect contaminated rags, empty lube containers and used oil filters per station per session and dispose of in NEMA authorized sites
4. Carry out scheduled cleaning of the interceptors in our National Oil stations and dispose off in NEMA authorized sites.
5. The waste handler shall collect the waste from National Oil sites on need basis, as well as per the timetable as the case will arise.
6. The waste handler should provide manifests/tracking documents showing the final destination of the waste for each collection in every month by the 5th of the subsequent month.
7. Provide a disposal certificate where applicable
8. The successful bidder shall ensure the process of waste oil collection, transportation and interceptor cleaning is done in accordance with the OSHA,2007,that among other things require workers to have personnel protective equipment (PPE)
9. Provide quarterly data on wastes collected from National Oil service stations including waste tracking forms/register and any other evidence to prove proper waste disposal

B. LIST OF SITES/STATION AND LOCATION

1.	Kiambu 24/7	Kiambu-Githunguri Rd
2.	Timesquare	Haile Selassie Ave (Agip Hse) Nairobi
3.	Mucatha	Muchatha town Kiambu
4.	Ngara	Ngara rd Nairobi
5.	Ikinu	Ikinu. Kiambu-Githunguri Rd
6.	Pel -rironi	Waiyaki Way-Rironi. Along Nairobi - Nakuru Highway
7.	Tigoni	Tigoni-Limuru Rd
8.	Mai mahiu	Nairobi - Naivasha - Narok junction
9.	Ngong road	Ngong Rd/Kabarnet Drive Junction
10.	Osupuko	Narok-Sotik Rd.
11.	Njabini	Njabini Town off Naivasha H/Way
12.	Ndunyu njeru	Engineer-Olkalou Rd
13.	NNT	Nanyuki rd Industrial Area Nairobi
14.	Nairobi west	Gandhi Avenue Nairobi
15.	Embakasi	Outer ring rd, off Airport North rd
16.	Kitui	Kitui Town
17.	Hunters lodge	Along Mombasa rd-Kiboko
18.	Fuel link	Nairobi-Machakos Rd Near Kenya Israel
19.	Kabati	Kabati about 15 Km from Kitui Town
20.	Sukem - loitok tok	Emali-Loitokitok
21.	Ravine road	Eldama Ravine rd
22.	Lanet	Nairobi - Lanet Rd junction

23.	Nakuru town	Along Nairobi - Nakuru Highway
24.	Londiani 1	Londiani Awasi Rd
25.	Gilgil	Gilgil Town
26.	Molo	Molo Town
27.	Ol kalou	Olkalou Nyahururu Rd
28.	Kapsoit	Kericho, Kisumu H/way
29.	Kaplong	Sotik
30.	Nyahururu	Nyahururu
31.	Nakuru bondeni	Bondeni Road
32.	Mutindwa	Along Njuri Ncheke Street in Meru Town
33.	Thika - bidco	Thika Garissa Rd near Bidco
34.	Sagana	Sagana Town
35.	Upper hill	Nyeri Town
36.	Narumoro	Naromoru town
37.	Kutus	Kutus Town
38.	Embul bul	Ngong Town
39.	Thika chania	Makongeni - Thika
40.	Gatundu	Kenyatta Rd-Gatundu
41.	Makutano	Embu-Meru Makutano
42.	Langas	Kapsabet rd
43.	Bondeni	Uganda Road Eldoret
44.	Kitale national(madina-kipetro]	Kitale Town
45.	Kitale central	Kitale Town
46.	Mt. Elgon s station	Kitale Town

47.	West indies	Uganda Road Eldoret
48.	Bungoma	Bungoma Town
49.	Eldoret central	Eldoret Town
50.	Turbo	Eldoret-Webuye Rd
51.	Eldoret highway	Along Uganda Road Eldoret
52.	Kipkarren	Kapsabet Rd
53.	Kakamega sudi	Kakamega Town
54.	Kakamega central	Kakamega Town
55.	Kamobo	Kapsabet
56.	Bamburi	Bombolulu/Nyali along Malindi Rd
57.	Digo	Digo Rd/Haile Selassie Rd Mombasa
58.	Abdel nasser	Abdel Nasser Rd Mombasa
59.	Ganjoni	Ganjoni Rd Mombasa
60.	Mwembe tayari	Mwembe Tayari Rd Mombasa
61.	Magongo	Magongo Rd Mombasa
62.	Kenyatta avenue	Along Kenyatta Avenue Mombasa
63.	Mackinon	Along Digo Rd Mombasa
64.	Mtito andei	Nairobi Mombasa highway.
65.	Star lubricants	Likoni/Ukunda H/Way Mombasa
66.	Boya	Ahero - Kericho Road next to Boya Police Station Kisumu
67.	Kisumu lake	Kisumu Town - Opposite Swan Centre, Oginga Odinga Rd
68.	Lake view	Kisumu Town - Obote Road Opposite KICOMI
69.	Magharibi	Kisumu Town - Kondele
70.	Migori	Migori. Kisii - Migori rd

71.	Kisumu market	Jomo Kenyatta Nairobi Rd Junction
72.	Kisumu family	Achieng Oneko rd Kisumu
73.	Matayos-	Matayos centre 11Km from Busia Kisumu road
74.	Homa-bay	Homa Bay-Rongo rd
75.	Oyugis	Oyugis - Kisii Road at Ragama
76.	Kamulu	Kangundo Road Nairobi

Additional sites may come on board and will be charged at the applicable rates.

7. SECTION VII – STANDARD FORMS

Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 12.3
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the – conditions of contract.
5. The principal's or manufacturer's authorisation form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

SECTION VII – STANDARD FORMS

TABLE OF CONTENTS	Page
FORM OF TENDER	41
PRICE SCHEDULE OF SERVICES.....	42
CONTRACT FORM	48
BIDDER’S DECLARATION AND INTEGRITY PACT	49
BIDDER’S DECLARATION	49
CONFIDENTIAL BUSINESS QUESTIONNAIRE	52
TENDER SECURITY FORM.....	53
PERFORMANCE SECURITY FORM	54

FORM OF TENDER

Date _____
Tender No. _____

To.....

.....

[Name and address of procuring entity]

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]* 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 (Procuring entity).
4. We agree to abide by this Tender for a period of *[number]* 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 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 _____ Name of Tenderer
 _____ Tender Number _____. Page ____ of _____.

PRICE SCHEDULE OF SERVICES

The contract award will be on a Two-year framework contract with the rates to be quoted in the price schedule below per county. Where the tenderer has any additional items/products then this can be quoted on a separate schedule, with the format not having a major deviation from the schedule below and should be clearly titled as "*additional products'/items' price schedule*": No hidden costs/charges are acceptable.

	County where site/station is located	Purchase of waste oil per litre from the station-unit price (Kenya Shillings) inclusive of 16% VAT	Collection of contaminated rags, empty lube containers/cartons and used oil filters per station per session (in Kenya Shillings per kg inclusive of 16% VAT)	Interceptor cleaning per per session Unit price per interceptor in Kenya shillings) inclusive of 16% VAT	Purchase of contaminated petroleum products from the stations unit price (Kenya shillings per litre) inclusive of 16% VAT
1.	Mombasa County				
2.	Kwale County				
3.	Kilifi County				
4.	Tana River County				
5.	Lamu County				
6.	Taita Taveta County				
7.	Garissa County				
8.	Wajir County				
9.	Mandera County				
10.	Marsabit County				
11.	Isiolo County				
12.	Meru County				
13.	Tharaka Nithi County				
14.	Embu County				
15.	Kitui County				
16.	Machakos County				

	County where site/station is located	Purchase of waste oil per litre from the station-unit price (Kenya Shillings) inclusive of 16% VAT	Collection of contaminated rags, empty lube containers/cartons and used oil filters per station per session (in Kenya Shillings per kg inclusive of 16% VAT)	Interceptor cleaning per per session Unit price per interceptor in Kenya shillings) inclusive of 16% VAT	Purchase of contaminated petroleum products from the stations unit price (Kenya shillings per litre) inclusive of 16% VAT
17.	Makueni County				
18.	Nyandarua County				
19.	Nyeri County				
20.	Kirinyaga County				
21.	Muranga County				
22.	Kiambu County				
23.	Turkana County				
24.	West Pokot County				
25.	Samburu County				
26.	Transzoia County				
27.	Uasin Gishu County				
28.	Elgeyo Marakwet County				
29.	Nandi County				

	County where site/station is located	Purchase of waste oil per litre from the station-unit price (Kenya Shillings) inclusive of 16% VAT	Collection of contaminated rags, empty lube containers/cartons and used oil filters per station per session (in Kenya Shillings per kg inclusive of 16% VAT)	Interceptor cleaning per per session Unit price per interceptor in Kenya shillings) inclusive of 16% VAT	Purchase of contaminated petroleum products from the stations unit price (Kenya shillings per litre) inclusive of 16% VAT
30.	Baringo County				
31.	Laikipia County				
32.	Nakuru County				
33.	Narok County				
34.	Kajiado County				
35.	Kericho County				
36.	Bomet County				
37.	Kakamega County				
38.	Vihiga County				
39.	Bungoma County				
40.	Busia County				
41.	Siaya County				
42.	Kisumu County				

	County where site/station is located	Purchase of waste oil per litre from the station-unit price (Kenya Shillings) inclusive of 16% VAT	Collection of contaminated rags, empty lube containers/cartons and used oil filters per station per session (in Kenya Shillings per kg inclusive of 16% VAT)	Interceptor cleaning per station per session Unit price per interceptor in Kenya shillings) inclusive of 16% VAT	Purchase of contaminated petroleum products from the stations unit price (Kenya shillings per litre) inclusive of 16% VAT
43.	Homabay County				
44.	Migori County				
45.	Kisii County				
46.	Nyamira County				
47.	Nairobi County				

Mileage charged per km one way on piecemeal work only (not chargeable on scheduled maintenance) @ Kshs.....per km.

NOTE:

1. Bidders to provide rates that MUST be separate for
 - i. waste oil disposal,
 - ii. Collection of contaminated rags,
 - iii. empty lube containers &
 - iv. used oil filters
 - v. Purchase of contaminated petroleum products using per station per session and interceptor cleanings indicated per County in the Price Schedule provided above.
2. Evaluation will be done per county and awards given per county to the best quoted bidder who has passed the technical evaluation, scoring the minimum required score of 70 points out of the possible 100 points as given in the evaluation criteria.
3. Quoted unit rate shall apply for both existing and new service stations per county.
4. The unit rates shall apply for a period of 3 years on a framework contract.
5. The services shall be provided on need basis through issue of LPO
6. Prices shall be inclusive of all applicable taxes
7. Any hidden costs will lead to automatic disqualification of bidder.

Signature of tenderer (Authorized Signatory) _____

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

Stamp of tenderer-----

CONTRACT FORM

THIS AGREEMENT made the ___day of ____20___ between.....[name of procurement entity] of[country of Procurement entity](hereinafter called “the Procuring entity”) of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and 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 Procuring entity’s Notification of Award.
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by_____the _____(for the Procuring entity)

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

in the presence of_____.

BIDDER'S DECLARATION AND INTEGRITY PACT

Bidder's Declaration

We/I the undersigned, in the capacity of for[*name of the company/firm/individual*] certify that the **bidder is not in any of the following situations:**

- 1 Bankruptcy; are the subject of proceedings for a declaration of bankruptcy, or of an order for compulsory winding up or administration by court, or of any other similar proceedings;
- 2 Payments to us have been suspended in accordance with the judgment of a court other than a judgment declaring bankruptcy and resulting, in accordance with our national laws, in the total or partial loss of the right to administer and dispose off our property;
- 3 Legal proceedings have been instituted against us involving an order suspending payments and which may result, in accordance with our national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of our property;
- 4 Are being wound up, or our affairs are being administered by court, or have entered into an arrangement with creditors, or have suspended business activities or are subject to an injunction against running business by a court of law;
- 5 Have been convicted by a final judgment of any crime or offence concerning our/my professional conduct;
- 6 Are guilty of serious misrepresentation with regard to information required for participation in an invitation to tender or execution of a tender already awarded; and
- 7 Are in breach of contract on another contract with the Government of Kenya or other local or international contracting authority or foreign government.
- 8 Have been convicted of an offence concerning our/my professional conduct by a court of law, or found guilty of grave professional misconduct;
- 9 Have not fulfilled obligations relating to payments of taxes or statutory contributions.

If the bidder is in any of the above listed situations, kindly attach documents giving details of the situation.

Names in full: [.....]

Duly authorized to sign this bid on behalf of (bidder's name):

[.....]

Place and date: [.....]

Stamp of the firm/company:

Integrity Pact

Bidder's Oath to fulfill the Integrity Pact

Accepting that transparent business management and fair public administration are key to social development and national competitiveness, and in an effort to purge corruption and apply sanctions to corrupt businesses, and in full support of the worthy goals of this Integrity Pact, concerning the present tender for _____

_____,
all personnel of _____ and its sub-contractors and agents hereby agree that:

1. We shall not conduct any unethical business practices, such as bid-rigging for the sake of a particular bidder to win the bid, or price-fixing. If proven as a fact that we have engaged in bid-rigging for the sake of a particular bidder to win the bid, we shall accept to be prohibited from submitting bids placed by National Oil Corporation of Kenya (herein referred to as NATIONAL OIL) for a period of two (2) years. If proven that we have discussed with other bidders in a bid to fix a price, or rigged a bid for a particular bidder to win the bid, we shall accept the prohibition from submitting bids placed by NATIONAL OIL for a period of two (2) years. If any unethical behaviour is tantamount to a fraudulent practice, we accept that such a case may be handed over to the authorities for investigation and possible prosecution.
2. In the process of bidding, or concluding or execution of a contract, we shall not offer any bribe, gifts, entertainment or any other undue benefits directly or indirectly to related officials, and in case it is proved that we have violated any terms of this Integrity Pact in relation with a bid, or concluding or execution of a contract, or offered bribes for favours in a contract, to win a contract, or facilitate payment which should not have been forthcoming, we shall accept the prohibition from submitting a bid placed by NATIONAL OIL for a period of two (2) years. If proven as a fact that we have offered bribes to NATIONAL OIL or related officials for favours regarding a bid or contract to a bidder or a winning bidder, or for the purpose of faulty execution of the objectives of a contract, we shall accept the prohibition from submitting bids placed by NATIONAL OIL for a period of two (2) years. If proven that we have offered bribes to NATIONAL OIL or related officials in relation to bidding, or concluding or execution of a contract, we shall accept the prohibition from submitting bids placed by NATIONAL OIL for a period of two (2) years.
3. In case it is proven that we have offered bribes to a related official or a NATIONAL OIL official regarding a bid, or concluding or execution of a contract, we shall accept the cancellation of the contract, and shall not file any civil, administrative or criminal appeals.
4. We shall make our best effort to institute a Company Code of Conduct that prohibits bribery, bid rigging/fixing or any other corrupt practices in business relations with officials and NATIONAL OIL, and a company regulation that prohibits any retaliatory acts toward anyone reporting inside corruption.

5. In addition, I confirm on behalf of the bidder that the details included in the bidders profile and experience sheet and our quotation are correct to the best of my knowledge and belief. In addition, we authorize, NATIONAL OIL to seek information from any source to confirm our compliance with the requirements of this Integrity Pact.
- 6 The bidder authorizes NATIONAL OIL, to seek information from any source, including publication of the name of the bidder to confirm that the bidder is compliant with the requirements of this Integrity Pact.

We shall fulfill this Integrity Pact as a solemn oath made on the basis of mutual trust, and, if and when we win a bid, we shall sign and fulfill the above as a “Special Condition of Contract,” and not file any civil, administrative or criminal appeals regarding any of the above terms.

Dated: _____

Signed by: _____
(Chief Executive/Managing Director)

Full Name printed: _____

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.

<p>Part 1 General</p> <p>Business Name.....</p> <p>Location of Business Premises</p> <p>Plot No,Street/Road.....</p> <p>Postal addressTel No.Fax Email</p> <p>.....</p> <p>Nature of Business</p> <p>Registration Certificate No.</p> <p>Maximum value of business which you can handle at any one time – Kshs.....</p> <p>Name of your bankers.....</p> <p>.....</p>

Branch.....

	<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of 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: 25%;">Nationality</th> <th style="width: 40%;">Citizenship details</th> <th style="width: 20%;">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> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	<p>Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 40%;">Citizenship details</th> <th style="width: 20%;">Shares</th> </tr> </thead> <tbody> <tr> <td>8.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>9.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>10.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>11.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	8.	9.	10.	11.
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8.																		
9.																		
10.																		
11.																		
	<p>Date.....Signature of Candidate.....</p>																				

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 procuring entity](hereinafter called “the Bank”)are bound unto.....

[name of procuring entity](hereinafter called “the procuring entity”) in the sum of

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

THE CONDITIONS of this obligation are:

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

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

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

This 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]

PERFORMANCE SECURITY FORM

To:

[name of the Procuring entity]

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 the ____ day of 20

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

BANK GUARANTEE FOR ADVANCE PAYMENT

To.....

[name of tender].....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,

.....

[name and address of tenderer][hereinafter called “the tenderer”] shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of
[amount of guarantee in figures and words].
We, the

[bank or financial institution], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding
[amount of guarantee in figures and words].

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the tenderer under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

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