NATIONAL OIL CORPORATION OF KENYA

TENDER

FOR PROVISION OF REPAIR AND MAINTENANCE SERVICES FOR COMPRESSORS, GENERATORS & ELECTRICALS IN NATIONAL OIL NETWORK (EASTERN AND WESTERN REGIONS) – FRAMEWORK CONTRACT

NOCK/PRC/03(1311) 2017 - 2018

LOT 1: PROVISION OF REPAIR AND MAINTENANCE SERVICES FOR COMPRESSORS, GENERATORS & ELECTRICALS IN NATIONAL OIL NETWORK EASTERN REGION

LOT 2: PROVISION OF REPAIR AND MAINTENANCE SERVICES FOR COMPRESSORS, GENERATORS & ELECTRICALS IN NATIONAL OIL NETWORK WESTERN REGION

NOVEMBER 2017

Tender Closing Date: 23rd November 2017 Time: 1000hrs (East Africa Time)

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1 SECTION I – INVITATION TO TENDER

Date: 07.11.2017

Tender Ref No. NOCK/PRC/03(1311) 2017-2018

Tender name: FOR PROVISION OF REPAIR AND MAINTENANCE SERVICES FOR COMPRESSORS, GENERATORS & ELECTRICALS IN NATIONAL OIL NETWORK (EASTERN AND WESTERN REGIONS) – FRAMEWORK CONTRACT

1.1 National Oil Corporation of Kenya **(National Oil),** herein known as the Procuring entity, invites sealed tenders from interested eligible candidates; for the provision of repair and maintenance services of Compressors, Generators & Electricals in National Oil Network, for a period of three years framework contract based on performance for Eastern and Western Regions.

1.2 Interested tenderers may view/obtain/download tender documents at www.nationaloil.co.ke or obtain further information from and inspect the tender documents at :

Procurement Department
National Oil Corporation – Kawi House, South C,
Red Cross Road off Popo Road
P.O BOX 58567 – 00200
NAIROBI
Email: tenders@nockenya.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 above in order to receive any clarifications and/or addenda. Printed tender documents collected in hard copy attracts a non-refundable fee of Kenya Shillings one thousand only (Kshs 1,000) which is payable before the tender closing date and time, in form of cash deposits at the National Oil Bank Accounts as given below.

(a)	Account Name: Account Number: Bank: Branch:	NATIONAL OIL CORPORATION OF KENYA 1107169380 KENYA COMMERCIAL BANK LTD MOI AVENUE
(b)	Account Name: Account Number: Bank: Branch: Swift Code:	NATIONAL OIL CORPORATION OF KENYA 0560292466991 EQUITY BANK LIMITED KENPIPE INDUSTRIAL AREA EQBLKENA NAIROBI, KENYA

1.4 There will be a Mandatory **Pre-Bid Meeting on Monday, 13th November at 1000hrs**, for those tenderers who may wish to attend, to be held at the National Oil's Terminal (National Nairobi Terminal – NNT) in Industrial Area, Nanyuki Road, Nairobi.

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 To be eligible to tender, in addition to the requirements given, the tenderer if previously contracted by National Oil to offer similar services, **must not** have had any negative evaluation for poor performance and/or delayed delivery of service. In addition, any contract terminated on grounds of integrity and/or fraud or corruption is ineligible to tender.

1.7 *In addition to Clause 2.11, eligible tenderers must provide the following* ***mandatory requirements*** *(preliminary evaluation). Non-submission of any of the documents will lead to disqualification from the tender process.*

i) Copy of Certificate of Incorporation or Registration
ii) Copy of valid Tax Compliance Certificate
iii) Tender Security of Kenya Shillings Fifty Thousand (KShs. 100,000) in form of a bank guarantee issued by a bank licensed and operating in Kenya. Tender Security from an insurance company recognized by the Public Procurement Regulatory Authority (PPRA) of Kenya is also acceptable.
iv) Duly filled and signed Confidential Business Questionnaire(Section VII - Standard Forms)
v) Duly filled and signed Bidder's Declaration and Integrity Pact (Section VII – Standard Forms).

1.8 The award of the tender will be on lot by lot basis;

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1.9 Completed tender documents are to be enclosed in plain sealed envelopes clearly marked **"Tender for Provision of Repair and Maintenance Services for Compressors, Generators & Electricals in National Oil Network Eastern and Western Regions…….LOT NO……"** and **"Tender Ref. No. NOCK/PRC/03(1311)2017-2018"** with the instructions **"Do not Open Before 23rd November 2017 at 1000hrs (East Africa Time)"**, should be addressed to:

The Chief Executive Officer
National Oil Corporation – Kawi House, South C,
Red Cross Road off Popo Road
P.O BOX 58567 – 00200
NAIROBI
Email: tenders@nockenya.co.ke

and be deposited in the Tender Box located on

Ground Floor
National Oil Corporation – Kawi House, South C,
Red Cross Road off Popo Road
NAIROBI

to be received on or before **23rd November 2017 at 1000hrs (East Africa Time).** Late submissions shall not be accepted.

1.10 Tenders will be opened immediately thereafter in the presence of the tenderer and/or their representatives who choose to attend the opening at
National Oil Corporation of Kenya
The Meeting Room – Located on the Ground Floor
National Oil Corporation – Kawi House, South C,
Red Cross Road, off Popo Road
NAIROBI

CHIEF EXECUTIVE OFFICER

2 SECTION II – INSTRUCTIONS TO TENDERERS

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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 mandatory documentation as given under the Appendix to Instructions to Tenderers – clause 2.29 must be submitted as they will be used for confirmation of eligibility of the tenders.

2.1.3. 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.

2.1.4. 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.

2.1.5. 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 price to be charged for the tender document shall not exceed KShs 1,000.

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 seven (7) 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 3 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

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

a) A Tender Form and a Price Schedule completed in accordance with clauses 2.8, 2.9 and 2.10 below.

b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted.

c) Tender security furnished is in accordance with Clause 2.12.

d) Confidential business questionnaire.

2.8 Form of Tender

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

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 shall be Kshs 100,000.00.

2.12.3 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.

2.12.4 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

a) A bank guarantee.

b) Cash.

c) Such insurance guarantee approved by the Authority.

2.12.5 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.

2.12.6 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.

2.12.7 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to clause 2.26, and furnishing the performance security, pursuant to clause 2.27.

2.12.8 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 Preparation of technical and financial bids

2.14.1.1 Technical and financial proposals

The Technical bids shall provide the following information;

a) A description of the firm's organization and an outline of recent experience on services of a similar nature. For each supply the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
b) The list of other similar assignments carried out or in progress, over the last 5 years, for reputable companies.
c) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last five (5) years.
d) A confirmation of the geographical location, such as premises/workshops/factories and offices which are staffed with competent people.
e) Any additional information requested in the tender document.
f) All mandatory documentation as given in the Appendix to Instructions to Tenderers (clause 2.29)

Technical and financial bid format

The tenderer shall submit the technical proposal in a separate sealed envelope capturing all the elements above and covering the items of the evaluation criteria given in the Appendix to Instructions to Tenderers. The technical proposal envelope should clearly be labeled as **"Technical Proposal for**

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"Tender Ref. No. NOCK/PRC/03(1311) 2017-2018" with the Instructions **"Do not open before 23rd November 2017 at 1000hrs (East Africa Time)"** The technical proposal should not contain any pricing aspects of the tender, e.g. the Form of Tender, Pricing Schedule and any other costs chargeable by the Tenderer. If any pricing aspects are enclosed with the Technical Proposal, then the Tender will be disqualified from the tender process.

2.14.1.2 Financial Proposal

a) The Financial Proposal should follow the pricing schedules given in the tender document under schedule of requirements. It lists all costs associated with the assignment.
b) The Financial Proposal should clearly identify costs per unit item.
c) Companies shall express the price of their services in Kenya Shillings or any other easily transferable currency as per clause 2.23.
d) The Proposal must remain valid for 120 days after the submission date. During this period, the company is expected to keep available, at its own cost, the professional staff proposed for the assignment. The Procuring entity will make its best effort to complete negotiations within this period. If the Procuring entity wishes to extend the validity period of the proposals, the tenderers that do not agree have the right not to extend the validity of their proposals.
e) Tenderers are encouraged to seek further clarifications from the Procuring entity as per clause 2.21.

Financial proposal format

The tenderer shall submit the financial proposal in a separate sealed envelope in the format of the pricing schedules given. Tenderers who do not submit their financial proposals in the format provided shall be considered nonresponsive. The financial proposal envelope should clearly be labeled as **"Financial Proposal for**

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The financial proposal should include all pricing aspects of the tender, e.g. the Form of Tender, Pricing Schedule and any other charges.

f) Payment terms

The payment terms for this tender are for a credit period of thirty (30) days from the date when monthly invoices have been received at National Oil, and after confirmation of satisfactory receipt of services. **The tenderer should clearly indicate the payment terms in their proposal if different.**

2.14.2 Technical and Financial Proposals shall be signed by an authorized representative and initialed on all pages. Each Technical Proposal and Financial Proposal shall comprise ONE ORIGINAL and ONE COPY marked appropriately.

Technical Proposals and Financial Proposals in separate envelopes clearly marked ''Technical Proposal'' or ''Financial Proposal'' should be put inside an outer envelope marked **"Tender For**

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COMPRESSORS, GENERATORS & ELECTRICALS IN NATIONAL OIL NETWORK EASTERN REGION

LOT 2: PROVISION OF REPAIR AND MAINTENANCE SERVICES FOR COMPRESSORS, GENERATORS & ELECTRICALS IN NATIONAL OIL NETWORK WESTERN REGION

"Tender Ref. No. NOCK/PRC/03(1311) 2017-2018" with the Instructions **"Do not open before 23rd November 2017 at 1000hrs (East Africa Time)."**

2.14.3 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(s) 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(s) signing the tender.

2.14.4 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(s) 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 23rd November 2017 at 1000hrs (East Africa 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 2.15.2, 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, 23rd November 2017 at 1000hrs (East Africa 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 as provided for in the appendix.

2.17 Modification and withdrawal of tenders

2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification , including substitution or withdrawal of the tender's is received by the 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 at **1000hrs (East Africa Time) on 23rd November 2017** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.2 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; and
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. Tenderers 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) Pass the preliminary evaluation having submitted all the mandatory documentation

b) Score the minimum technical evaluation score as given in the evaluation criteria under the appendix to instructions to tenderers – clause 2.29.

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

d) Legal capacity to enter into a contract for procurement

e) 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

f) 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 – on lot by lot basis

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.

2.24.7 No bidder shall be awarded both lots.

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 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to 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 fourteen (14) 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 2.26 or clause 2.27.1 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.

2.29 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	**Particulars of eligible tenderers** ***The tenderer shall provide the following mandatory requirements (failure to submit the mandatory requirements will lead to disqualification from the tender process – preliminary evaluation)*** i) Copy of Certificate of Incorporation or Registration ii) Copy of valid Tax Compliance Certificate iii) Tender Security of Kenya Shillings One Hundred Thousand (Kshs. 100,000) in form of a bank guarantee issued by a bank licensed and operating in Kenya. Tender Security from an insurance company recognized by the Public Procurement Oversight Authority (PPOA) of Kenya is also acceptable. iv) Duly filled and signed Confidential Business Questionnaire(Section VII - Standard Forms) v) Duly filled and signed Bidder's Declaration and Integrity Pact (Section VII – Standard Forms). vi) The successful tenderer(s) will be required to submit a copy of the CR12 form issued by the Registrar of Companies, on the Registrar's Letterhead. ***Other requirements*** *i)* Is not 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); *iv)* ***If the bidder has been a previous contractor for National Oil but with a negative evaluation for works done, they shall not be considered for evaluation or award for this tender***.
2.10	The currency to be used is Kenya Shillings.
2.11	**Eligibility** To be eligible to tender, in addition to the requirements given, the tenderer if previously contracted by National Oil to offer similar services, **must not** have had any negative evaluation for poor performance and/or delayed delivery of service. In addition, any contract terminated on grounds of integrity and/or fraud or corruption is ineligible to tender.
2.12	**Tender Security**

	Tender Security to be issued by the tenderers is Kenya Shillings One hundred Thousand (Kshs. 100,000) in form of a bank guarantee issued by a bank licensed and operating in Kenya. Tender Security from an insurance company recognized by the Public Procurement Regulatory Authority (PPRA) of Kenya is also acceptable.
2.16.3	**Bulky Tenders** that do not fit into the tender box shall be received and kept at the Chief Executive Officer`s office on 2nd Floor, Kawi House, South C, Red Cross Road off Popo Road Nairobi.
2.22	**Evaluation and comparison of tenders** • Tenderers will be required to pass the preliminary evaluation having submitted all the mandatory documentation before being considered for technical evaluation. • A two stage procedure will be adopted in evaluating the proposals with the technical evaluation being completed prior to financial proposals being opened and evaluated. Evaluators of technical proposals shall have no access to the financial proposals until the technical proposal evaluation is concluded. Material deficiencies in providing the information requested may result in rejection of a proposal. • The evaluation criteria below will be used to evaluate the technical responsiveness of the tenders:

EVALUATION CRITERIA	MAX. SCORE
a) ***Proposed organization structure***	**10**
b) ***Comprehensive plan/Proposal on how the tenderer intends to execute the works if awarded the tender. This includes the way the tenderer intends to acquire key equipment and services as follows;*** i) At least one motor vehicle or motor bike(attach logbook or lease agreement) (5 marks) ii) Spare parts(attach supplier agreement or undertaking from the tenderers key spare parts suppliers to supply the tenderer during the contract period) (5 marks) iii) Workshop facilities (ownership document/lease Agreement) (5 marks) iv) Technicians (2 technician per sub region)-Name, telephone no. and email address of proposed technician(5 marks) 1. 2.	**20**
c) ***Skills of principal team members for the proposed assignment: provide CV's and relevant certificate.***	

1) Team Leader **Academic Qualifications and experience:** **A team leader Should be in possession of;** **i) Degree in Engineering and at least 3 years' experience** CV-duly signed by the owner-(5 marks) Copies of Certificates -(5 marks) ***or*** **ii) Diploma in engineering with 5 years' experience** CV-duly signed by the owner - (5 marks) Copies of Certificates - (5 marks) ***or*** **iii) Certificate with 8 years' experience** CV-duly signed by the owner-(5 marks) Copies of Certificates -(5 marks)	**10**
2) Technicians Academic qualification and experience: **i)** Minimum qualification of Craft certificate in Electrical or Mechanical Engineering or related field with 5 years of experience and or diploma in Electrical or Mechanical Engineering or related field with 3 years' experience. a) CV duly signed by the owner 2x2.5= (5 marks) b) Certificates for the technician proposed for the service 2x5=(10 marks) **ii)** An ERC certified technician per each sub region that the contractor has bid for a) CV duly signed by the owner 5=(5 marks) **b)** ERC Certificates for the technician proposed for the service 10 =(10 marks)	**30**
d) ***Due diligence:*** • Existence of offices-provide evidence of ownership or lease agreement (15 Marks) • Current valid business license from the county government (15 marks)	**30**
Total Score	**100**

- **Only technical proposals of firms scoring a technical score (*St*) of minimum 80 points out of the possible 100 points will be considered responsive and will proceed to the financial evaluation. The tenderers who pass the technical evaluation will be invited for the financial opening. The financial proposals of the unsuccessful tenderers shall be returned unopened**.

	• In addition, the evaluation committee will determine whether the financial tenders are complete e.g. whether the tenderer has cost all the items in the schedule of prices. • Each lump sum rate inserted in the Schedule of Prices shall be a realistic estimate of the execution of the works to completion described under the particular item including allowance for overheads, profits and the like. Should a tender be seriously unbalanced in relation to the Employer's estimates under any item or groups of items, the tender shall be deemed not responsive.
2.24.4	**Award of contract** Award of contract will be per region to the eligible tenderer (in line with the eligibility clause); i) who has submitted the tender document in line with the tender requirements; ii) who has been successfully evaluated in preliminary evaluation and attained the technical evaluation pass mark of 80 points and above; iii) who, having qualified in (ii) above, emerges between ranks one (1) to three (3) in the financial evaluation. iv) who, having qualified in (iii) above, is invited for Competitive Negotiations and submits the lowest evaluated Best and Final Offer per Sub region *(with confirmation of availability of a minimum of two (2No.) technicians per sub region of which one must have an ERC valid license for Electrician).*
2.27	**Particulars of performance security** The amount of Performance Security shall be 10% of the Contract Price in the format of the Performance Security Form provided in the tender document in the form of a bank guarantee drawn by a bank licensed and operating in Kenya.
2.28	**In addition to clause 2.28, the ethics as described below will apply:** **Ethics** 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. 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, 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. 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.

3 SECTION III – GENERAL CONDITIONS OF CONTRACT

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3.1 Definitions

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

a) "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.

b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.

c) "The services" means 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.

d) "The Procuring entity" means the organization sourcing for the services under this Contract.

e) "The contractor means the individual or firm providing the services under this Contract.

f) "GCC" means general conditions of contract contained in this section

g) "SCC" means the special conditions of contract

h) "Day" means calendar day

3.2 Application

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

3.3 Standards

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

3.4 Patent Rights

The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design tights arising from use of the services under the contract or any part thereof.

3.5 Performance Security

3.5.1 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.

3.5.2 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.

3.5.3 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) Cash.

b) A bank guarantee.

c) Such insurance guarantee approved by the Authority.

d) Letter of credit.

3.5.4 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.

3.6 Inspections and Tests

3.6.1 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.

3.6.2 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.

3.6.3 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.

3.6.4 Nothing in clause 3.6 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.7 Payment

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

3.8 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.

3.9 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.

3.10 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.

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.

3.11 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.

3.12 Termination for convenience

3.12.1 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.

3.12.2 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.

3.13 Resolution of disputes

3.13.1 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.

3.13.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.14 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.

3.15 Force Majeure

The contractor shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.16 Applicable Law

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

3.17 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.

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.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	**Special conditions of contract**
3.5	**Particulars of performance security** The amount of Performance Security shall be 10% of the Contract Price in the format of the Performance Security Form provided in the tender document in the form of a bank guarantee drawn by a bank licensed and operating in Kenya.
3.7	The payments will be done monthly within 30 days upon receipt of invoice at National Oil and confirmation of satisfactory receipt of services.
3.13	The provisions of the arbitration act of the laws of Kenya shall apply.

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_____

(The tenderer should amend as appropriate)

SCHEDULE OF REQUIREMENTS
LOT 1: PROVISION OF REPAIR AND MAINTENANCE SERVICES FOR COMPRESSORS, GENERATORS & ELECTRICALS IN NATIONAL OIL NETWORK EASTERN REGION

The schedule of requirements for this tender is as given below, which will appear as Appendices & schedules to the contract:

APPENDICES & SCHEDULES

APPENDIX I

- Maintenance of Generator sets.

APPENDIX II

- Maintenance of Air compressors

APPENDIX III

- Maintenance of the Electrical Network

APPENDIX IV

- Response time

APPENDIX V

- Price list for agreed items

APPENDIX V

- Price list for parts – Generators and other items

APPENDIX VI

- Results of site survey

APPENDIX VII

- Calculation of cost

APPENDIX VIII

- EHS Recommendations

APPENDIX IX

- Sites

APPENDIX I
MAINTENANCE OF GENERATORS

CONTRACTOR undertakes to service and maintain generating sets at outlets as per list of equipment agreed on by both parties. The said list shall be updated quarterly.

1. DEFINITION OF MAINTENANCE

The service and maintenance to be carried out on the equipment will be based on preventive maintenance and Breakdown Calls.

1.1 Preventive Service maintenance:-

The entire equipment will be checked four times yearly as per manufacturer's recommendations, this will be done every three (3) months or 250 hour interval from date of first service whichever comes first. During the visits, a series of checks and security maintenance will be carried out on the equipment:
The Generator shall be serviced as per the following service checklist and a signed copy shall be left on site.

Generator Preventive service Checklist

Safety Note:
1. All service Technicians must be in safety gear before embarking on any work. They must ensure the safety of themselves and those in the station during the duration of service.

Procedure/Check list	Confirm
Report to the office and notify the Manager/Supervisor of the intention to service equipment. Advise on the likely duration and the effect on business	
Ensure to change to all safety wear before proceeding to the equipment room	
Isolate equipment (Mechanical/Electrical), as applicable	
Drain engine oil	
Replace the oil filter	
Re-fill with fresh engine oil. Check to confirm level	
Clean Fuel filter. (Replace every 6months/every other service)	
Clean Air filter. (Replace every 6months/every other service)	
Check for oil and fuel leaks in joints and tighten if necessary	
Check v-belt state and tightness. Confirm multi belt uniformity. Replace all if necessary. Do not replace part.	
Coolant level top up	
Every 6 months, drain Radiator, flash/clean and refill with coolant	
Clean and check all components in control panel especially contactors, timers and relays, ensure neither loose contact nor wire.	
Check battery voltage, water level and top up as necessary	
Check earthing, check and cleaning of electrical panels and relays	
Inspect circuitry confirming that all connections are firm and cable in good condition	
Clean the generator externally.	
Restore isolating equipment	
Stimulate power failure and /or phase failure and check good running of the equipment and power per phase for generator set with auto	
Check and ensure all gauges and meters are working	
Analyze and advice on condition of engine performance	
Fill a service card and attach it conspicuously	
Instruct staff member on routine daily checks for oil and Battery water levels	
Prepare Service report. Specify any items that need follow up for closure and have it signed and stamped by the dealer	

Name of Technician……. Sign…… Date……

1.2 Breakdown calls

This involves attendance during contracted hours, upon request by **NATIONAL OIL** or their agents, to carry out a repair of a defective or broken down equipment. The request for repairs will be addressed to **CONTRACTOR** by Email, phone call, message or other agreed modes of communication.

2. GENERAL CONDITIONS OF MAINTENANCE

Before the commencement of the works under this Contract, the following conditions will have to be fulfilled:

- A joint inventory and examination of the equipment shall be carried out by **CONTRACTOR** and **NATIONAL OIL** and a list drawn and agreed upon.
- Equipment will have been installed in accordance with manufacturer's recommendations and in good running condition. If this is not the case, **CONTRACTOR** will, upon an agreed cost with **NATIONAL OIL** put the affected equipment in order before the commencement.
- The general maintenance of the equipment will ensure the following :
- Evidence of security
- No lack of oil or water
- Run generator on full load and check on each phase and record.
- Enough ventilation in the room
- Check and correct any oil leaks, replacement of worn out seals
- Check mountings
- Check radiator support brackets
- Replacement or addition of radiator coolant
- Replace radiator rubber hoses and clips and cap
- Replace bar timers and sensing relays and magnetic switches
- Replace control fuses and contactor coils
- Check and inspect top gasket
- Check and inspect oil pressure switch
- Check and replace exhaust system
- Check and service charging alternator
- check and service starter motor
- Clean fuel injector nozzles
- Check condition of fuel lift pump and water pumps
- Checking and changing of oil, including tank/engine flushing when necessary
- Checking and repair of exhaust system, including mounting, painting and replacement of exhaust flap.
- Checking and servicing of engine charging alternator
- Checking and servicing of engine starter motor
- Replacement of 12V push clip relay
- Replacement of 240V/12V DC Relay, where and when necessary
- Checking and report on condition of the inter phase module
- Checking and report on condition of the Thermostat
- Cleaning of fuel injector nozzles; and advise as necessary
- Check the condition of heavy duty battery, and advise as necessary
- Checking and report on condition fuel lift pump and water pump

- Carry out general inspection of generator set report.

- **CONTRACTOR** shall ensure that materials used and works done are in accordance with regulations in force.
- Where equipment requires an overhaul, **CONTRACTOR** shall provide a report to enable **NATIONAL OIL** to take decision for its repair to be effected.
- Where the equipment was not sold by **CONTRACTOR**, the spare parts will be acquired from the local agents. If this is not readily available, **CONTRACTOR** will not be held responsible for any delays and may offer to replace the equipment upon an agreed quotation to **NATIONAL OIL.**
- Every new piece of equipment to be included in the Contract shall be inspected before being listed.
- At the end of the contract, the contractor shall ensure that all equipment are in good working condition. Any repairs necessary to be carried out by a different contractor during takeover of the equipment shall be at the expense of the outgoing contractor.

3. FIXED PRICE

There shall be no monthly fixed prices for this contract. The successful contractors shall be paid for every work done which shall be based on the following:

i. Mileage from the approved operation base per sub region

ii. Labour

iii. Cost of spares used

In case when a contractor is carrying out preventive maintenance, mileage shall be done in a loop

NOTE: ***<u>Warranty for equipment not supplied and installed by CONTRACTOR</u>***

The Supplier of the equipment will provide warranty for the spares and expenses. Consequently, ***CONTRACTOR*** *will not be held responsible if the spares cannot be supplied by the local agents for normal use in the contract or for warranty. Therefore, agreement with the different suppliers of equipment may require* ***NATIONAL OIL's*** *assistance. In that case, no penalty can be applied to* ***CONTRACTOR*** *for out of contract response time.*
It is however the responsibility of the ***CONTRACTOR*** *to ensure that equipment are competently maintained to the standard of the manufacturer's recommendation by engaging competent technical staff and following all recommended procedures. All spares supplied by the* ***CONTRACTOR*** *shall be deemed genuine and if they fail within a time frame that is considered reasonably low, shall be replaced by the contractor without any extra charge to* ***NATIONAL OIL****.*

APPENDIX II
MAINTENANCE OF AIR COMPRESSORS

CONTRACTOR undertakes to service and maintain compressors at outlets as per list of equipment agreed on by both parties at the beginning of the Contract. The said list shall be updated quarterly.

1. DEFINITION OF MAINTENANCE- COMPRESSOR

The service and maintenance to be carried out on the equipment will be based on preventive maintenance and Breakdown Calls.

1.1 Preventive Service maintenance:-

The entire equipment will be checked four (4) times yearly as per manufacturer's recommendations, this will be done every three (3) months, or as shall be advised by the Maintenance team from time to time During the visits, a series of checks and security maintenance will be carried out on the equipment:
The Compressor shall be serviced as per the following service checklist and a signed copy shall be left on site.

Compressor Preventive Maintenance Checklist

Safety Note:
1. All service Technicians must be in safety gear before embarking on any work. They must ensure the safety of themselves and those in the station during the duration of service.

Procedure/Check list	Confirm (√)
Report to the office and notify the Manager/Supervisor of the intention to service equipment. Advise on the likely duration and the effect on business	
Ensure to change to all safety wear before proceeding to the equipment room	
Isolate equipment (Mechanical/Electrical) as applicable	
Confirm if the compressor certification is valid (Indicate expiry date)	
Drain condensate from air receiver.	
Change crank case oil	
Replace air Cleaner Pads, where applicable	
Carry out external cleaning of the cylinder and intercooler fins	
Check Valves and replace if necessary	
Clean dirt or carbon deposit on the compressor valve	
Grease the motor Bearing & check the Electrical Terminations	
Check and tighten all The bolts especially the air head, mounting bolts and fun guard	
Start the machine and check electric motor function and record current drawn and correct as necessary	
Check all gaskets and piston rings	
Check the function of non-return valve(check Valve)correct as necessary	
Check the function of pressure switch and correct as necessary	
Inspect compressor circuitry confirming that all connections are firm and cables in good condition	
Check air receiver pressure gauge and replace if necessary	
Restore isolating Equipment	
Fill a service card and attach it conspicuously	
Check the loading and unloading system and correct as necessary (Low 120psi, High 150psi)	
Manually operate the safety valves to be certain they are in operating order	
Instruct staff member on daily procedures of draining condensate from receiver and checking oil level	
Prepare Service report. Specify any items that need follow up for closure	

Name of Technician……. Sign…… Date……

1.2 Breakdown calls

This involves attendance during contracted hours, upon request by **NATIONAL OIL** or their representatives, to carry out a repair of a defective or broken down equipment. The request for repairs will be addressed to **CONTRACTOR** by email, telephone, text message or any other agreed form of communication.

1.3 Statutory certification

This involves ensuring that all the receivers for the compressors are inspected and certified. The statutory fee payable to statutory bodies shall be paid by the contractor and be refunded by National Oil.

2. GENERAL CONDITIONS OF MAINTENANCE

Before the commencement of the works under this Contract, the following conditions will have to be fulfilled:

* A joint inventory and examination of the equipment shall be carried out by **CONTRACTOR** and **NATIONAL OIL** and a list drawn and agreed upon.
* Equipment will have been installed in accordance with manufacturer's recommendations and in good running condition. If this is not the case, **CONTRACTOR** will, upon an agreed cost with **NATIONAL OIL** put the affected equipment in order before the commencement.
* **CONTRACTOR** shall ensure that materials used and works done are in accordance with regulations in force.
* Where equipment requires an overhaul, **CONTRACTOR** shall provide a report to enable **NATIONAL OIL** to take decision for its repair to be effected.
* Where the equipment was not sold by the **CONTRACTOR**, the spare parts will be acquired from the local agents. If this is not readily available, **CONTRACTOR** will not be held responsible for any delays and may offer to replace the equipment upon an agreed quotation to **NATIONAL OIL**.
* Every new piece of equipment to be included in the Contract shall be inspected and listed.
* At the end of the contract, the contractor shall ensure that all equipment are in good working condition. Any repairs necessary to be carried out by a different contractor during takeover of the equipment shall be at the expense of the outgoing contractor.

3. FIXED PRICE

There shall be no monthly fixed prices for this contract. The successful contractors shall be paid for every work done which shall be based on the following:

i. Mileage from the approved operation base per sub region

ii. Labour

iii. Cost of spares used

In case when a contractor is carrying out preventive maintenance, mileage shall be done in a loop

NOTE: ***Warranty for equipment not supplied and installed by CONTRACTOR***

The Supplier of the equipment will provide warranty for the spares and expenses. Consequently, ***CONTRACTOR*** *will not be held responsible if the spares cannot be supplied by the local agents for normal use in the contract or for warranty. Therefore, agreement with the different suppliers of equipment may require* ***NATIONAL OIL's*** *assistance. In that case, no penalty can be applied to* ***CONTRACTOR*** *for out of contract response time.*
It is however the responsibility of the ***CONTRACTOR*** *to ensure that equipment are competently maintained to the standard of the manufacturer's recommendation by engaging competent technical staff and following all recommended procedures. All spares supplied by the* ***CONTRACTOR*** *shall be deemed genuine and if they fail within a time frame that is considered reasonably low, shall be replaced by the contractor without any extra charge to* ***NATIONAL OIL****.*

APPENDIX III
MAINTENANCE OF THE ELECTRICAL NETWORK

CONTRACTOR undertakes to service and maintain the electrical network at outlets as per list agreed on by both parties.

A- DEFINITION OF MAINTENANCE

The service and maintenance to be carried out on will be based on preventive maintenance and Breakdown Calls.

1) Preventive maintenance: Every six (6) months.

A checking visit will be done by **CONTRACTOR** two times a year, after every 6 months.

During the visits, a series of checks and security maintenance will be carried out on the network:

- Inspection of the whole electrical installation and cabling
- Inspection of the Main distribution board and its fittings
- Cleaning of light fittings for canopies, spreaders, and security lights. Others are MID and signs.
- Replacement of defective lightings on the station,
- Connection of electrical cables and presence of glands – Tighten or replace if necessary
- Replacement of the defective parts.

After every service, a service card shall be written and be conspicuously place in the Main distribution board.

For all the works that are out of contract, **CONTRACTOR** will propose to **NATIONAL OIL** a quotation to upgrade the network system as necessary.

2) Breakdown calls

This involves intervention upon request by **NATIONAL OIL** to carry out a repair of a defective or broken down Parts/Installation. The request for repairs will be addressed to **CONTRACTOR** by telephone or fax.

For lights, the contractor will intervene together when another call occurs on site unless in case of an emergency (On request by **NATIONAL OIL** or more than 25 % of the lights not working).

B - GENERAL CONDITIONS OF MAINTENANCE

Before the commencement of the works under this Contract, the electrical network:

- Will have to be in good condition.
- Installation carried out in accordance with the manufacturer's recommendations and to approved standard.

- The main electrical board will require the following as a minimum :
    - Differential Main circuit breaker for protection against power fluctuations, surges, lighting
    - Different Main circuit breaker for each Equipment on site (Motors, dispensers, lighting, etc.) with adequate rating according to each Equipment
- Earthing : should be below 10 Ohms for dispensers and tanks and equipotential for piping
- Lighting : -water proof type
- Cables: Armored cable 4 core x 2.5 sq. mm for dispensing Equipment, and 1.5 sq. mm for lighting.

If it is not the case, **CONTRACTOR** will propose a quotation to **NATIONAL OIL** using approved contract rates in order to fulfill those recommendations.

New installations will be submitted to a check by both parties before being formally added to the present contract.

C- FIXED PRICE

There shall be no monthly fixed prices for this contract. The successful contractors shall be paid for every work done which shall be based on the following:

iv. Mileage from the approved operation base per sub region

v. Labour

vi. Cost of spares used

In case when a contractor is carrying out preventive maintenance, mileage shall be done in a loop

It is the successful contractor's responsibility to

- Liaise with the Kenya Power Company (KPLC) on all matters relating to the stations power supply on behalf of **National oil.**
- Ensuring that statutory requirements related to Electrical installations and all compliances are fulfilled at all times.

APPENDIX IV
RESPONSE TIME

1 – RESPONSE TIME

Time is of the essence in respect of the importance of Works. In assessing the **CONTRACTOR's** compliance with Response Times, **NATIONAL OIL** shall take into account the following:

(a) Fault time that arises as a result of the obsolete equipment, provided that the **CONTRACTOR** has given prior notice in writing to **NATIONAL OIL** that the equipment was obsolete.

(b) Fault time occasioned by the requirement for approval by any relevant statutory or regulatory authority, provided that the **CONTRACTOR** supplies evidence that due notice was given to the relevant authority.

Schedule 3: Response time per site shall be two hours. The following is the schedule for repair time per site

Site Code	Site Name	Region	Priority (hrs.)	Urgent (hrs.)	Normal (hrs.)
1.	Muchatha Calso	Nairobi 1	4	6	12
2.					
3.	Rironi	Nairobi 1	6	8	16
4.	Njambini	Nairobi 1	6	8	16
5.	Bidco Thika	Nairobi 1	6	8	16
6.	Thika Chania	Nairobi 1	6	8	16
7.	Gatundu	Nairobi 1	6	8	16
8.	Ndunyu Njeru	Nairobi 1	8	12	24
9.	Mai Mahiu	Nairobi 1	8	12	24
10.	Tigoni	Nairobi 1	6	8	16
11.	Embulbul	Nairobi 1	4	6	12
12.	KU Unicity	Nairobi 1	4	6	12
13.	Kijabe	Nairobi 1	6	8	16
14.	Embakasi	Nairobi 2	4	6	12
15.	Nairobi west	Nairobi 2	4	6	12
16.	Times	Nairobi 2	4	6	12
17.	Ngara	Nairobi 2	4	6	12
18.	Kabati	Nairobi 2	8	12	24
19.	Kamulu	Nairobi 2	4	6	12
20.	Ikinu	Nairobi 2	6	8	16
21.	Loitokitok	Nairobi 2	8	12	24
22.	Hunters	Nairobi 2	8	12	24
23.	Kijabe	Nairobi 2	6	8	16
24.	Kitui	Nairobi 2	8	12	24
25.	Rironi	Nairobi 2	2	6	12
26.	Ngong Road	Nairobi 2	4	6	12
27.	Mwingi	Nairobi 2	8	12	24
28.	Nyeri Upperhil	Mt. Kenya	4	6	12

Site Code	Site Name	Region	Priority (hrs.)	Urgent (hrs.)	Normal (hrs.)
29.	Nyeri King'ong'o	Mt. Kenya	4	6	12
30.	Narumoru	Mt. Kenya	8	12	24
31.	Makutano	Mt. Kenya	8	12	24
32.	Kianjai	Mt. Kenya	8	12	24
33.	Murang'a	Mt. Kenya	6	8	16
34.	Kutus	Mt. Kenya	6	8	16
35.	Mutindwa	Mt. Kenya	8	12	24
36.	Sagana	Mt. Kenya	6	8	16
37.	Karatina	Mt. Kenya	6	8	16
38.	Digo Rd	Mombasa	4	6	12
39.	Abdel Nasser	Mombasa	4	6	12
40.	Bamburi	Mombasa	6	8	16
41.	Mwembe Tayari	Mombasa	4	6	12
42.	Ganjoni	Mombasa	4	6	12
43.	Kenyatta Avenue	Mombasa	4	6	12
44.	Mtito Andei	Mombasa	8	12	24
45.	Red star Ukunda	Mombasa	8	12	24
46.	Changamwe	Mombasa	6	8	16
47.	Mackinon	Mombasa	6	8	16

Table Title – to be inserted

Site Code	Site Name	Sub-Region	Loss of sale per Station per Hour (HR_{LS})
1.	Muchatha Calso	Nairobi 1	
2.			
3.	Rironi	Nairobi 1	
4.	Njambini	Nairobi 1	
5.	Bidco Thika	Nairobi 1	
6.	Thika Chania	Nairobi 1	
7.	Gatundu	Nairobi 1	
8.	Ndunyu Njeru	Nairobi 1	
9.	Mai Mahiu	Nairobi 1	
10.	Tigoni	Nairobi 1	
11.	Embulbul	Nairobi 1	
12.	KU Unicity	Nairobi 1	
13.	Kijabe	Nairobi 1	

Site Code	Site Name	Sub-Region	Loss of sale per Station per Hour (HR_{LS})
14.	Embakasi	Nairobi 2	
15.	Nairobi west	Nairobi 2	
16.	Times	Nairobi 2	
17.	Ngara	Nairobi 2	
18.	Kabati	Nairobi 2	
19.	Kamulu	Nairobi 2	
20.	Ikinu	Nairobi 2	
21.	Loitokitok	Nairobi 2	
22.	Hunters	Nairobi 2	
23.	Kijabe	Nairobi 2	
24.	Kitui	Nairobi 2	
25.	Rironi	Nairobi 2	
26.	Ngong Road	Nairobi 2	
27.	Mwingi	Nairobi 2	
28.	Nyeri Upperhil	Mt. Kenya	
29.	Nyeri King'ong'o	Mt. Kenya	
30.	Narumoru	Mt. Kenya	
31.	Makutano	Mt. Kenya	
32.	Kianjai	Mt. Kenya	
33.	Murang'a	Mt. Kenya	
34.	Kutus	Mt. Kenya	
35.	Mutindwa	Mt. Kenya	
36.	Sagana	Mt. Kenya	
37.	Karatina	Mt. Kenya	
38.	Digo Rd	Mombasa	
39.	Abdel Nasser	Mombasa	
40.	Bamburi	Mombasa	
41.	Mwembe Tayari	Mombasa	
42.	Ganjoni	Mombasa	
43.	Kenyatta Avenue	Mombasa	
44.	Mtito Andei	Mombasa	
45.	Red star Ukunda	Mombasa	
46.	Changamwe	Mombasa	
47.	Mackinon	Mombasa	

Schedule 4: Loss of sales per Station due to Non-attendance of the Calls within the stipulated Time frame in the contract

Formula for Loss of Sales Per Station Per Hour

$$\frac{(N_{z\text{-}ago} x P_L x D_v) + (N_{z\text{-}pms} x P_L x D_v) + (N_{z\text{-}Ik} x P_L x D_v)}{O_{hrs}} = HR_{LS}$$

Where

$N_{z\text{-}Ago}$ – No. Of Nozzles of AGO In the Station

N_{z-Pms} - No. Of Nozzles of PMS In the Station

N_{z-Ik} - No. Of Nozzles of IK In the Station

P_L – Price Per Litre of Particular Product

D_v – Daily Sales Volume Of Particular Product

O_{hrs} – Daily Operating Hours in the station

HR_{LS} – Hourly Loss of Sale per Station

Compressor Sales Loss Calculation Per Hour

$$\mathbf{COMP_{L\text{-}Hr}} = \frac{\mathbf{HR_{LS}}}{3}$$

Where;

$COMP_{L\text{-}Hr}$ – Air Gauge Loss Due to non-attendance of the Call within stipulated Time frame

HR_{LS} – Hourly Loss of Sale per Station

1.1 WORKING HOURS

Normal working hours to receive calls are:	Monday to Friday	: 7.30 am to 6.00 pm
	Saturday	: 8.00 am to 12.30 pm
Normal working hours for intervention are:	Monday to Friday	: 8.00 am to 5.30 pm
	Saturday	: 8.00 am to 5.00 pm

1.2 REACTIVE MAINTENANCE

To carry out effective maintenance works**, CONTRACTOR** will maintain one main base in a central location and service centres as a minimum in the each of the Sub-Regions quoted in consultation from National Oil. Each region shall have at least two (2) technicians on standby to attend to calls.

Response times will depend on the nature and the urgency of works to be carried out as shown below:

PRIORITY:	Urgent cases affecting safety of people and goods or special cases when given by **NATIONAL OIL.**

URGENT:	Dealer unable to dispense any product grade or service and any specific site as may be provided by **NATIONAL OIL**

NORMAL:	Other cases. Cases of breakdowns not stopping the sales and / or normal service station operation.

AREA	DISTANCE	RESPONSE TIME **		
	Radius from service centre	**PRIORITY**	**URGENT**	**NORMAL**
AREA 1	0 - 30 Km from main base	**3 H**	**4 H**	**8 H**
AREA 2	30 - 60 Km from main base	**4 H**	**6 H**	**12 H**
AREA 3	0 - 30 Km from service centres	**4 H**	**6 H**	**12 H**
AREA 4	31 – 60 km from service centres	**6 H**	**8 H**	**16 H**
AREA 5	61 - 150 Km from service centres	**6 H**	**8 H**	**16 H**
AREA 6	Other areas	**8 H**	**12 H**	**24 H**

*****The response time is measured in working hours as work at night may be unsafe**.***

1.3 PENALTIES

In cases where **CONTRACTOR** are unable to respect the response times as stipulated, **CONTRACTOR** shall advise **NATIONAL OIL** immediately by e-mail. **CONTRACTOR** shall state the reference number and reason for non-compliance and state the alternative arrangement made by the **CONTRACTOR** to effect the maintenance with sufficient details of how, by whom and when it will be effected. If necessary and after consultation of the **CONTRACTOR**, **NATIONAL OIL** may engage such persons as deemed suitable to undertake the work should the **CONTRACTOR** fail to do so and the costs incurred being deductible from the **CONTRACTOR.**

In case of late response, a deductible penalty of 5% of the monthly maintenance fixed price for the unit in question will be owed by **CONTRACTOR** to **NATIONAL OIL.** This amount will be increased by an amount equal to 5% of the monthly fixed price for the unit per any additional day delayed. However, the **NATIONAL OIL** amount of penalty in any one month period shall not exceed 10% of the tax-free turnover of the period.

The time and date of the request will form the basis for estimating the deadline. A summary of performances and late calls will be given to **NATIONAL OIL** at the beginning of each month for the previous month and will form the bases for deduction of the penalty from the contract invoice.

1.4 STAND BY TEAM ON PUBLIC HOLIDAYS

It is agreed in the Agreement that, during Saturday afternoon, Sundays and public holidays, the **CONTRACTOR** undertakes to provide a stand-by service centre team able to cover 10 interventions per day.

Calls will be received from the dealer to a stand-by telephone number. In case of too many calls are forwarded to the stand-by service centre team, a selection will be made to appreciate the most urgent ones. The **CONTRACTOR** undertakes to make necessary provisions to ensure sufficient coverage for spares from its different service centres.

Working Hours: 8.00am - 4.00pm

2 – PERFORMANCE REPORTING PROCEDURES: (Key Performance Indicators)

It is agreed that both technical services of **NATIONAL OIL** and **CONTRACTOR** will meet bimonthly. **CONTRACTOR** will give at this time a complete report showing the performance of the Contract as detailed as follows:

2.1 PERFORMANCE OF PREVENTIVE MAINTENANCE ACTIONS

The measure will show the difference between the forecast done for each month for preventive maintenance visits and the effective realization each month.

2.2 PERFORMANCE OF CORRECTIVE MAINTENANCE ACTIONS

This figure will show the number of successful and unsuccessful intervention out of response time (NOR) against the **NATIONAL OIL's** number of intervention (TNI). **CONTRACTOR** will strictly explain the reasons for any intervention out of response time. Solutions will be proposed by **CONTRACTOR** to **NATIONAL OIL** to improve the situation where necessary.

2.3 "BLACK SPOTS"

A list of the BLACK SPOTS will be proposed: list of the stations where the number of calls is above the normal rate. Actions will be proposed by either **CONTRACTOR,** or **NATIONAL OIL,** or both in order to solve the problem.

2.4 "M.T.B.F." : MEAN TIME BETWEEN FAILURE

MTBF will be calculated monthly according to the following formula:

MTBF = (Nb of Days * Nb of unit) / (Nb of faults)

The target is > 180 – 200 days.

APPENDIX V
PRICE LIST FOR PARTS GENERATORS.

Charge Rates for various activities under the terms of this contract which shall be applied for Spare Parts, repairs and other services provided. There shall be no monthly fixed rates (retainer in this contract).

(All prices are inclusive of VAT):

Spare Part Schedule*

	Type of Engine/Rating			**Unit Price Inclusive of VAT (KShs)**			
	Part/Consumable description	**Qty**	**Unit**	**30 kva**	**45 kva**	**60 kva**	**100 kva**
1	Air Cleaner	1	pc				
2	Auto Module Card	1	pc				
3	speed control module	1	pc				
4	Engine interface module	1	pc				
5	PCB	1	pc				
6	Intelligent transfer Board	1	pc				
7	Automatic Voltage Regulator SR7	1	pc				
8	Automatic Voltage Regulator r230	1	pc				
9	Automatic Voltage Regulator sx460	1	pc				
10	Bypass Filter	1	pc				
11	Complete Fuel Injector	1	pc				
12	Complete Gasket set (overhaul kit)	1	kit				
13	Complete Water Pump	1	pc				
14	pulley - water pump/alternator	1	pc				
15	Connecting Bearing Standard set	1	SET				
16	Electric Starter repair	1	pc				
17	Electric Starter new	1	pc				
18	alternator repair	1	pc				
19	alternator repair kit	1	pc				
20	alternator new	1	pc				
21	Engine oil	1	LTR				
22	Fan Belt	1	pc				
23	Fuel filter	1	pc				
24 a)	Fuel Injector nozzle - new	1	pc				
b)	Fuel Injector nozzle - service	1	pc				
25	Fuel Solenoid assembly	1	item				

	Type of Engine/Rating			Unit Price Inclusive of VAT (KShs)			
26	Fuel Solenoid switch /shut off	1	each				
27	High Current Starting Battery	1	each				
a)	maintained light duty 70AH	1	pc				
b)	maintained heavy duty 70AH	1	pc				
c)	maintained heavy duty 90AH	1	pc				
d)	maintained heavy duty 120AH	1	pc				
e)	non-maintained heavy duty 70AH	1	pc				
f)	non-maintained heavy duty 90AH	1	pc				
g)	non-maintained heavy duty 120AH	1	pc				
28	Hour Meter 24V	1	pc				
29	Hour Meter 12V	1	pc				
30	frequency meter	1	pc				
31	ammeter	1	pc				
32	voltmeter	1	pc				
33	Main Bearing set Standard	1	pc				
34	Mains Contactor repair kit	1	pc				
a)	Mains Contactor for generator or KPLC changeover 80A or less	1	pc				
b)	Mains Contactor for generator or KPLC changeover 100A to 125A	1	pc				
c)	Mains Contactor coil for generator or KPLC changeover 80A or less	1	pc				
d)	manual changeover up to 115A	1	pc				
e)	mechanical interlock	1	pc				
f)	KPLC cut out	1	pc				
35	Oil Filter	1	pc				
36	Piston	1	SET				
37	Piston Rings set Standard	1	SET				
38	Protection /Control fuse	1	pc				
39	Radiator Coolant	1	LTR				
40	Stop Solenoid	1	pc				
41	Trickle Charger	1	pc				
42	Water filter	1	pc				
43	Water temperature switch	1	pc				
44	Water temperature sensor	1	pc				
45	water gauge (temperature)	1	pc				
46	fuel gauge	1	pc				
47	oil pressure gauge	1	pc				
48	oil pressure / sender switch	1	pc				

	Type of Engine/Rating			Unit Price Inclusive of VAT (KShs)			
49	fuel tank cap	1	pc				
50	oil cap	1	pc				
51	radiator hose clips	1	pc				
52	radiator cap	1	pc				
53	radiator drain cock	1	pc				
54	radiator hose - top / bottom	1	pc				
55	radiator service	1	pc				
56	new radiator (supply)	1	pc				
57	radiator threading	1	lot				
58	magnetic pick up sensor	1	pc				
59	oil seal - rear / front	1	each				
60	fuel lift pump	1	pc				
61	engine cooling fan	1	pc				
62	dip stick	1	pc				
63	gasket - top/bottom/sump	1	each				
64	exhaust pipe	1	mtr				
65	exhaust silencer	1	pc				
66	exhaust bellow	1	pc				
67	exhaust mounting brackets	1	pc				
68	exhaust closing flap	1	pc				
69	fuel tank cleaning	1	lot				
70	injector pump - service	1	pc				
71	valve seals	1	no.				
72	valves - intake / exhaust	1	pc				
73	inserts	1	pc				
74	fuel return pipes	1	pc				
75	fuel injector leak off pipes	1	pc				
76	gudgeon pin	1	pc				
77	complete engine overhaul-Labor Only	item	item				
78	panel indicator lamps	1	pc				
79	emergency stop button	1	pc				
80	battery jumper cables	1	mtr				
81	battery terminal repair	1	item				
82	battery terminal clamps	1	pc				
83	Turbo charger	1	pc				
84	repair kit for governor	1	pc				
85	atomizer	1	pc				
86	cylinder head refacing and pressure test	1	item				
87	thrust washers	1	lot				
88	ignition key	1	pc				
89	diodes - plate / rotating	1	pc				

	Type of Engine/Rating			Unit Price Inclusive of VAT (KShs)			
90	rectifier set	1	pc				
91	alternator repairs - stator / rotor	1	each				
92	repair kit for oil pump	1	kit				
93	cylinder sleeve / liners	1	each				
94	Con rod		Pc				
95	Water pump		pc				
96	Fly wheel gears		pc				
97	installation and testing of generator less than 40KVA	1	item				
98	installation and testing of generator 45- 160KVA	1	item				
99	transport of generator below 1 ton	1	km				
100	transport of generator 1 – 10 ton	1	km				
101	transport of generator above 10 ton	1	km				
102	Supply complete portable generator set 5Kva single phase: Spritts & Straton (USA), Honda/Elemax (Japan), or approved equivalent	1	No				
103	Supply complete portable generator set 10Kva single phase: Spritts & Stratton (USA), Honda/Elemax or approved equivalent	1	No				

Schedule 2: PRICING SCHEDULE FOR SPARE PARTS FOR COMPRESSOR

ITEM No.	ITEM DESCRIPTION	Unit	QTY	Unit Price Inclusive of VAT
1	Motor Rewinding	No.	1	
2	Plastic fan belt guard	No.	1	
3	metallic fan belt guard	No.	1	
4	compressor installation, site works only	No.	1	
5	HP rings EN6	No.	1	
6	LP rings EN6	No.	1	
7	Safety valve	No.	1	
8	Drain valve	No.	1	
9	Pressure gauge	No.	1	
10	DOL Starter	No.	1	

ITEM No.	ITEM DESCRIPTION	Unit	QTY	Unit Price Inclusive of VAT
11	Phase failure Relays	No.	1	
12	Engine overhaul	No.	1	
13	V belt	No.	1	
14	VP gasket(complete set)	Set	1	
15	Piston shaft	No.	1	
16	Piston HP (complete set)	Set	1	
17	Con rods	No.	1	
18	con rod pin	No.	1	
19	Crankshaft	No.	1	
20	Discharge valve plate	No.	1	
21	check valve assembly	No.	1	
22	Oil retainer	No.	1	
23	Finger valve	No.	1	
24	Unloading pipe	No.	1	
25	Release pipe	No.	1	
26	Oils seals (complete)	Set	1	
27	Overhaul gasket kit	No.	1	
28	Star Delta starter	No.	1	
29	pressure switch	No.	1	
30	Shell bearings	No.	1	
31	Inlet silencer	No.	1	
32	Seal	No.	1	
33	valve kit	No.	1	
34	Filter kit	No.	1	
35	Air Receiver hydro test	No.	1	
36	Air receiver inspection and certification (Professional fee only. Statutory fee will be refunded separately)	No.	1	

ELECTRICAL INSTALLATIONS AND MATERIALS SUPPLY

Supply and install the following, and all necessary fixtures plus removal of existing fittings (or equivalent) as required.

No	ITEM DESCRIPTION	Qty	Unit	Unit price inclusive of VAT
	SCHEDULE 01-MCB AND MCCBS			
1	Single phase MCB 5-50 Amps as by Merlin Gerlin or Crabtree	1	No	
2	Three phase MCB 10-30 Amps as by Merlin Gerlin or Crabtree	1	No	
3	Three phase MCB 40 Amps as by Merlin Gerlin or Crabtree	1	No	
4	Three phase MCB 50 Amps as by Merlin Gerlin or Crabtree	1	No	
5	Three phase MCCB 63 Amps as by Merlin Gerlin or Crabtree	1	No	

No	ITEM DESCRIPTION	Qty	Unit	Unit price inclusive of VAT
6	Three phase MCCB 100 Amps as by Merlin Gerlin or Crabtree	1	No	
7	Three phase MCCB 125 Amps as by Merlin Gerlin or Crabtree	1	No	
8	Three phase MCCB 150 Amps as by Merlin Gerlin or Crabtree	1	No	
9	MCB SP 2.5A s by Merlin Gerlin or Crabtree	1	No	
10	MCCB TPN 160Amps as by Merlin Gerlin or Crabtree	1	No	
11	MCCB TPN 200Amps as by Merlin Gerlin or Crabtree	1	No	
12	MCCB TPN 400Amps as by Merlin Gerlin or Crabtree	1	No	
	SCHEDULE 02-SWITCHES AND POWER OUTLETS			
1	1-gang 1-way	1	No	
2	1-gang 2-way	1	No	
3	2-gang 1-way	1	No	
4	3-gang 1-way	1	No	
5	4-gang 1-way	1	No	
6	water proof switch	1	No	
7	socket single 13A	1	No	
8	socket twin 13A	1	No	
9	socket single 13A metallic	1	No	
10	socket twin 13A metallic	1	No	
11	socket industrial (32A)	1	No	
12	socket industrial (63A)	1	No	
13	Emergency stop switch	1	No	
	SCHEDULE 03-LAMP FITTINGS			
1	50W square recessed LV down lighter Thorn Light stream	1	No	
2	16W square white prismatic luminaire - Thorn Unilite	1	No	
3	58W 1500mm fluorescent batten -Thorn PP	1	No	
4	36W 1200mm fluorescent batten - Thorn PP	1	No	
5	18W 600mm fluorescent batten fitting - Thorn PP118	1	No	
6	600x600mm 4x18W recessed fitting - Thorn FRY418,N[PML]'	1	No	
7	Maintained 600x600mm recessed fitting -Thorn FRY Emergency	1	No	
8	2x36W fluorescent - Thorn 236 (Thorn Lighting PP236 Double 4' Fluorescent Batten Fitting 2 x 36w Lamp)	1	No	
9	2x58W fluorescent - Thorn 236 (Thorn Lighting PP236 Double 4' Fluorescent Batten Fitting 2 x 36w Lamp)	1	No	
10	Maintained 2 x36W weather proof fluorescent-Thorn LUES	1	No	
11	Bulkhead fitting	1	No	
12	Bulkhead fitting - Thorn OLG 1100 IP65	1	No	
	SCHEDULE 04-LAMPS AND ACCESSESORIES			
1	600mm fluorescent tube 26mm	1	No	
2	1200mm fluorescent tube 26mm	1	No	
3	600mm fluorescent tube 38mm	1	No	
4	1200mm fluorescent tube 38mm	1	No	
5	1500mm fluorescent tube	1	No	

No	ITEM DESCRIPTION	Qty	Unit	Unit price inclusive of VAT
6	25-100W incandescent bulbs as Philips	1	No	
7	250W high pressure mercury bulb	1	No	
8	250W metal halide bulb	1	No	
9	320/400W metal halide bulb	1	No	
10	ENERGY SAVER BULBS (8-14W)	1	No	
11	ENERGY SAVER BULBS (18W)	1	No	
12	HALOGEN TUBES (1000W)	1	No	
13	PL LAMP (2 x 9W) for special applications	1	No	
14	200W halogen tubes	1	No	
15	500W halogen tubes	1	No	
16	500W halogen lamp fitting	1	No	
17	130V indicator lamp	1	No	
18	Starter switch /glow starter	1	No	
19	20W choke	1	No	
20	40W choke	1	No	
21	65W choke	1	No	
22	125W mercury bulb choke	1	No	
23	250W mercury bulb choke	1	No	
24	100-400W ignitor & exciter for metal halides	1	No	
25	Bi-pin lamp holders	1	No	
	SCHEDULE 05-WIRING,CABLES AND ACCESSESORIES			
1	Install and wire UPS	1	lot	
2	Wiring to lighting points in 3 x 1.5mm cables	1	Lm	
3	Wiring to conduit boxes with 15 Amp connectors for signs	1	lot	
4	2.5mm 2-core SWA cables to signs	1	Lm	
5	Fireman's switch wired in 2 x 1.5mm cable	1	lot	
6	Attendance during installation of signage	1	lot	
7	13 Amp twin Crabtree sockets wired in 3 x 2.5mm cables	1	lot	
8	13 Amp single Crabtree sockets wired in 3 x 2.5mm cables	1	lot	
9	13 Amp Crabtree fused spur unit wired in 3 x 2.5mm cables	1	lot	
10	13 Amp single MK non-standard sockets wired in 3 x 2.5mm	1	lot	
11	13 Amp water tight MK sockets wired in 3 x 2.5mm cables	1	lot	
12	15 Amp switched Crabtree sockets wired in 3 x 2.5mm cables	1	lot	
13	20 Amp DP Crabtree switches wired in 3 x 2.5mm cables	1	lot	
14	2.5mm 3-core heat resistant flex cable to equipment	1	lot	
15	6mm 4core swa cable	1	Lm	
16	10mm 4core swa cable	1	Lm	
17	16mm 4core swa cable	1	Lm	
18	25mm 4core swa cable	1	Lm	
19	35mm 4core swa cable	1	Lm	
	SCHEDULE 06-POWER ISOLATORS AND D/B			

No	ITEM DESCRIPTION	Qty	Unit	Unit price inclusive of VAT
1	20Amp DP IP54 isolator	1	No	
2	20Amp TPN IP54 isolator wired in 5 x 4.0 sq.mm	1	No	
3	20Amp TPN IP54 isolator	1	No	
4	100 hours Time switch as Legrand in a metal enclosure	1	No	
5	63 Amp 415V 50HZ 4-poles Telemecanique contactor	1	No	
6	15 Amp 240V 50HZ 3-poles Telemecanique contactor	1	No	
7	13Amp non-standard fused plug tops	1	No	
8	13 Amp fused plug tops	1	No	
9	15 Amps fused plug tops	1	No	
10	200 x 50mm x 3C tapered metal trunking painted to approval	1	lot	
11	25mm dia. HG PVC concealed conduit	1	Lm	
12	32mm dia. HG PVC concealed conduit	1	Lm	
13	32mm pvc bends	1	No	
14	38mm dia. HG PVC concealed conduit	1	No	
15	38mm pvc bends	1	No	
16	50mm dia. HG PVC concealed conduit	1	No	
17	50mm pvc bends	1	No	
18	150 x 150 x 50mm metal DI boxes	1	No	
19	RJ-11 telephone outlets including conduiting and draw wire	1	Lm	
19	RJ-45 computer outlets including conduiting and draw wire	1	Lm	
20	Telephone junction box	1	No	
21	Switch boxes for security alarm points	1	No	
22	Switch box for music outlets points	1	No	
23	25mm dia. HG concealed PVC conduits c/w draw-wire	1	Lm	
24	4.0 sq. mm 4-core SWA cables to isolators	1	Lm	
25	2.5 sq. mm 2-core SWA cable to DP isolator	1	Lm	
26	2.5 sq. mm 3-core SWA cable to DP isolator	1	Lm	
27	2.5 sq. mm 4-core SWA cable to DP isolator	1	Lm	
28	150W spotlight bulb - PAR 38	1	No	
29	4 way consumer unit	1	No	
30	6 way consumer unit	1	No	
31	9 way consumer unit	1	No	
32	4 way TPN distribution board	1	No	
33	6 way TPN distribution board	1	No	
34	12 way TPN distribution board	1	No	
	SCHEDULE 07-MOTORS,CONTACTORS AND MOTOR STARTERS			
1	Centrifugal switch	1	No	
2	Motor side switch	1	No	
3	Power stabilizers 12KVa	1	No	
4	Power Surge Arresters	1	No	
5	Toggle switch	1	No	

No	ITEM DESCRIPTION	Qty	Unit	Unit price inclusive of VAT
6	20mm FLP cable gland	1	No	
7	FLP cable gland adapter	1	No	
8	Isolator switch open - 25 Amps	1	No	
8	Isolator switch open - 40 Amps	1	No	
9	Overload relay 4 -8 Amps	1	No	
10	Overload relay 9 - 13 Amps	1	No	
11	16 Amps 240V timer switch	1	No	
12	Rotary switch	1	No	
13	40 Amps contactor switch	1	No	
14	240V motor timer - Star delta starter timer	1	No	
15	Three phase under/over voltage phase failure	1	No	
16	TP 2HP motor starter	1	No	
17	Three phase 1.5kW motor	1	No	
18	Three phase 5kW D.O.L. starter	1	No	
19	Mains Contactor repair kit		pc	
20	Mains Contactor for generator or KPLC changeover 80A or less		pc	
21	Mains Contactor for generator or KPLC changeover 100A to 125A		pc	
22	Mains Contactor coil for generator or KPLC changeover 80A or less		pc	
23	manual changeover upto 115A		pc	
24	mechanical interlock		pc	
25	KPLC cut out		pc	
	SCHEDULE 08 – CANOPY, FORECOURT & PERIMETER			
1	Lighting points under canopy wired in 2.5 sq. mm 2-core	1	No	
2	Galvanized steel conduit boxes with 15A connectors wired in 2.5 sq. mm 2-core SWA cables (20M for spreader lights)	1	Lm	
3	2.5 sq. mm 2-core SWA cables (20M for spreader lights)	1	Lm	
4	6.0 sq.mm 2-core SWA cable for external lights and signs	1	Lm	
5	150 x 150 x 150mm IP54 DI boxes at the location of signs	1	No	
6	3-gang 20 Amp metal clad grid switch as Crabtree	1	No	
7	250W metal halide GRP floodlight as PHILIPS	1	No	
8	400W metal halide GRP floodlight as Thorn	1	No	
9	320W metal halide GRP floodlight as RUUD	1	No	
10	250W mercury light fitting as Thorn Alpha Eight	1	No	
11	60W LED Floodlight Warm White	1	No	
12	80W LED Floodlight Warm White	1	No	

No	ITEM DESCRIPTION	Qty	Unit	Unit price inclusive of VAT
	150-250w Low Bay Surface FTGS C/W HQI Lamps	1	No	
13	400w Low Bay Surface FTGS C/W HQI Lamps	1	No	
14	250w Low Bay Recessed FTGS C/W HQI Lamps	1	No	
15	400w Low Bay Recessed FTGS C/W HQI Lamps	1	No	
16	70w Ecolite Lantern C/W HGI Lamps For Garden	1	No	
17	Floodlight 2x18w	1	No	
18	7.6m galvanized steel lighting column and bracket	1	No	
19	15 Amp 2-pole Lucy connectors with 5A HRC fuse in the poles	1	No	
19	1.5 sq. mm twin cable with earth	1	Lm	
20	300 x 300 x 450mm concrete base	1	No	
21	15 Amp, 415V, 50hz 4-pole contactor in an enclosure	1	No	
22	Photocell kit as Thorn QPK including wiring	1	No	
23	Time switch as Legrand in an enclosure including wiring	1	No	
24	Allow for attendance during installation of signage	1	lot	
25	2.5 sq.mm 4-core SWA from pumps to control panel	1	Lm	
26	2.5 sq. mm 3-core SWA control cable to dispensers	1	Lm	
27	Attendance during installation of pumps and dispensers	1	lot	
28	Earthing and bonding metallic parts	1	lot	
29	16mm 4-Core SWA to/for Generator	1	Lm	
30	Earthling in accordance with IEE regulations and KPLC. bylaws	1	lot	
31	installation testing, commissioning, issue of work completion certificate, and liaising with power people to connect power	1	lot	

SCHEDULE 09 LPG PLANT ELECTRICALS

Item	Description	Qty.	Unit	Unit Price Inclusive of VAT
1	Timer switches Make L&T GIC FMI QUARTZ	1	No	
2	Starters Make Levato Soft Starter ADXM25BP, Rating: 25 amps, 415V, 50Hz	1	No	

SCHEDULE 10 TERMINAL & LPG PLANT EQUIPMENT

	Type of equipment	Unit Price of key spares (KShs) Inclusive of VAT					
		Oil filter	Fuel filter	Air cleaner element	Water separator	Solenoid	Starter
1	150 KVA Atlas Copco genset for LPG plant Model QAS 150						
2	1 250KVA Perkins Genset Model GCB330 for main terminal						
3	2 2.2 kw Atlas Copco Compressor (400v/50Hz) Model GX2ffEP (PNEUMATIC SUPPLY) (2nos)						
4	John Deere Fire Engine Model JUGH-UFM2, 200BHP 2600RPM for LPG plant (2Nos)						
5	Cummins Fire Engine Model 4BTA3-9 110HP2800 RPM for main terminal (1no.)						
6	Technogas dry gas compressors Model A668 for LPG offloading/ Loading (3 nos)						

SCHEDULE 11 LABOUR AND TRANSPORT ITEMS

Item	Description	Qty.	Unit	Unit Price Inclusive of VAT
1	Excavate and backfill on soft ground	1	CM	
2	Excavate and backfill on forecourt/hard ground	1	CM	
3	Lay cable and cover with concrete cable covers as "Hatari" tiles	1	CM	
4	Provision of labour per hour per technician	1	Unit	
5	Provision of unskilled labour per hour	1	Unit	
6	Transport using a vehicle below 1 ton per Km	Item	Item	

7	Transport using a vehicle between 1 to 10 ton per Km	1	Km	
8	Transport using a vehicle a above 10 ton per Km	Item		
10	Technician travel on public transport	1	Km	
11	Technical travel within urban area on public transport	1	Km	
12	Night-out allowance per Technician	Lump	sum	
13	Mileage on calls charged both ways from Sub region base	1	Km	
14	Cast Concrete class 20	1	CM	

NOTE: Transport/Mileage is payable two way

APPENDIX VI
RESULTS OF SITE SURVEY

The results of equipment surveys should be as comprehensive as possible to allow for highly accurate cost estimations.

They should cover compressors, generators & electrical system.
They should advise upfront where equipment is beyond repair and where spares availability may become a future concern.

APPENDIX VII
CALCULATION OF COST

1. PRICE ADJUSTMENTS

Prices may be revised at the instance of either party giving one month's notice, on 1st January or 1st July of the year according to the following formula of adjustment:

P = Po * (0,15 + 0,30 M/Mo + 0,35 R/Ro + 0,20 G/Go)

Formula in which the indexes are defined as follow:

P : readjusted price **Po** : initial price

Mo : minimum conventional hourly wage of a general mechanics worker at the date of the contract.

M : corresponding wage after variation fixed by a mixed joint commission or governmental decree.

Ro : average cost price of equipment spare parts according to a list on which both parties will agree upon at the beginning of the contract.

R : average cost price of the equipment spare parts after variation (same list as above)

Go : diesel oil litre price in the country at the date of the contract.

G : diesel oil litre price after variation.

If the cost to the **CONTRACTOR** for performing under this agreement is increased or reduced as a consequence of laws, orders, regulations, or any other form of government of public Authority intervention, including taxation, but not company taxation, the prices provided for under this agreement shall at the instance of either party be re-negotiated

Award of contract

Award of contract will be per region to the eligible tenderer (in line with the eligibility clause);

i) who has submitted the tender document in line with the tender requirements;

ii) who has been successfully evaluated in preliminary evaluation and attained the technical evaluation pass mark of 80 points and above;

iii) who, having qualified in (ii) above, emerges between ranks one (1) to three (3) in the financial evaluation.

iv) who, having qualified in (iii) above, is invited for Competitive Negotiations and submits the lowest evaluated Best and Final Offer per region *(with confirmation of availability of a minimum of two (2No.) technicians per sub region)*.

1. Since the prices quoted apply to the NATIONAL OIL installed base, any variation of 10% of the number of sales outlets as defined at the commencement of the Contract will automatically call for review of prices.
2. By default, every station has one generator and one compressor
3. The number of sites may vary from time to time depending on the needs of NATIONAL OIL.

APPENDIX VIII
E. H.S. RECOMMENDATIONS

The contractor shall observe the safety guidelines issued by National Oil to the letter. Of particular importance is the usage of personal protective equipment as necessary from one task to another.
Incident reporting will be done to National Oil contract administrator latest within 24 hrs of occurrence.
Any works that are done near the forecourt and tank farms must be subject to extra caution to mitigate fire risks.
The contractor's staff must be informed that the retail sites are no smoking zones.
The contractor must post relevant warning signage around his works area.

The contractor will exercise extra care to manage the human and vehicular traffic where work progresses while the site is operating.

The contractor is advised to barricade with visible medium the areas where his team is working.

The contractor must not work on live Electricals and proper isolation is his responsibility.

Waste generated in the course of duty must be disposed as per the requirement of national Environmental Management Authority.

Proper housekeeping must be observed at all times on site.

APPENDIX IX
Sites

The sites are as listed, but not limited to the ones below. For the two year framework period – more stations may be added during the duration of the contract. Some stations may also close down for rebuilding, in which case they will be out of service during this period and therefore not chargeable. The contractor may also be assigned to a different sub region/region on need basis under the same terms.

i) Nairobi 1 Sub Region :

Nairobi 1 Stations

1. Kijabe Service Station
2. Tigoni
3. Njambini
4. Ndunyu Njeru
5. Ikinu
6. Muchatha
7. Mai Mahiu
8. Embulbul
9. KU Unicity
10. Gatundu
11. Thika Chania
12. Thika Bidco
13. Times Service Station
14. Ngara Service Station

ii) Nairobi 2 Sub Region

Nairobi 2 Stations

1. Nairobi West Service Station
2. Embakasi Service Station
3. NNT Service Station Nanyuki rd.
4. Hunters Service Station
5. Kitui Service Station
6. Kabati Service Station
7. Fuel link Service Station Machakos
8. Loitokitok Service station
9. Kamulu Service Station
10. Mwingi service station
11. Rironi Service Station
12. Ngong Rd Service Station
13. National Nairobi Terminal (NNT) on Nanyuki Road, Industrial Area, Nairobi
14. Kawi House Electricals, south C

iii) Mount Kenya Sub Region

Mt Kenya Stations

1. Nyeri Upperhil
2. Sagana
3. Meru Mutindwa
4. Kianjai Meru
5. Murang'a
6. Kutus
7. Narumoru
8. Makutano
9. Nyeri King'ong'o
10. Karatina

iv) Mombasa Sub Region

Mombasa Stations

1. Digo Rd
2. Abdel Nasser
3. Bamburi
4. Mwembe Tayari
5. Ganjoni
6. Kenyatta Avenue
7. Mtito Andei
8. Red star Ukunda
9. Changamwe
10. Mackinon
11. KPA Kapenguria
12. KPA Terminal 1 & 2

6 SECTION VI – DESCRIPTION OF SERVICES

6.1 Terms of reference

Pursuant to Section V, below is a summary of the terms of reference.

6.2 Scope of works for equipment maintenance and repairs service.

The scope of works for this tender covers (but is not limited to):

a) Regular preventive maintenance as well as breakdown repairs for air compressors and generators on sites as per the issued schedule.
b) Perform baseline survey on acquired sites.
c) Liaise with the government departments such as The Kenya Power Company or Kenya Bureau of Standards as necessary from time to time, in effecting legislative certification of various equipment.
d) Provide technical guidance on various cost effective ways of undertaking maintenance of equipment and physical infrastructure.
e) Prepare a detailed maintenance schedule for all equipment on sites as detailed.

The maintenance and repair services will be for all Regions where the sites are as per Section V, but not limited to the listed sites. More sites will be brought onboard for the duration of the contract.

6.3 Please note that:

a) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Procuring entity are not reimbursable as a direct cost of the assignment; and
b) The Procuring entity is not bound to accept any of the proposals submitted.
c) All the terms and conditions given in the sample contract document (Appendix 4) take precedence for the execution of the maintenance and repair works.

6.4 Requirements for tenderer

6.4.1 The tenderer must be a reputable local company with a proven track record in oil and gas sector in relation to maintenance and repair works.

6.4.2 The tenderer will be required to demonstrate that the team assigned is professionally qualified and has relevant expertise in the area of service station equipment maintenance. The technical team will be expected to demonstrate such experience by providing a detailed record of recent assignments. The experience will also be demonstrated in the CVs of the proposed professional staff.

SCHEDULE OF REQUIREMENTS

LOT 2: PROVISION OF REPAIR AND MAINTENANCE SERVICES FOR COMPRESSORS, GENERATORS & ELECTRICALS IN NATIONAL OIL NETWORK WESTERN REGION

The schedule of requirements for this tender is as given below, which will appear as Appendices & schedules to the contract:

APPENDICES & SCHEDULES

APPENDIX I

- Maintenance of Generator sets.

APPENDIX II

- Maintenance of Air compressors

APPENDIX III

- Maintenance of the Electrical Network

APPENDIX IV

- Response time

APPENDIX V

- Price list for agreed items

APPENDIX V

- Price list for parts – Generators and other items

APPENDIX VI

- Results of site survey

APPENDIX VII

- Calculation of cost

APPENDIX VIII

- EHS Recommendations

APPENDIX IX

- Sites

APPENDIX I
MAINTENANCE OF GENERATORS

CONTRACTOR undertakes to service and maintain generating sets at outlets as per list of equipment agreed on by both parties. The said list shall be updated quarterly.

1. DEFINITION OF MAINTENANCE

The service and maintenance to be carried out on the equipment will be based on preventive maintenance and Breakdown Calls.

1.1 Preventive Service maintenance:-

The entire equipment will be checked four times yearly as per manufacturer's recommendations, this will be done every three (3) months or 250 hour interval from date of first service whichever comes first. During the visits, a series of checks and security maintenance will be carried out on the equipment:
The Generator shall be serviced as per the following service checklist and a signed copy shall be left on site.

Generator Preventive service Checklist

Safety Note:
1. All service Technicians must be in safety gear before embarking on any work. They must ensure the safety of themselves and those in the station during the duration of service.

Procedure/Check list	Confirm
Report to the office and notify the Manager/Supervisor of the intention to service equipment. Advise on the likely duration and the effect on business	
Ensure to change to all safety wear before proceeding to the equipment room	
Isolate equipment (Mechanical/Electrical), as applicable	
Drain engine oil	
Replace the oil filter	
Re-fill with fresh engine oil. Check to confirm level	
Clean Fuel filter. (Replace every 6months/every other service)	
Clean Air filter. (Replace every 6months/every other service)	
Check for oil and fuel leaks in joints and tighten if necessary	
Check v-belt state and tightness. Confirm multi belt uniformity. Replace all if necessary. Do not replace part.	
Coolant level top up	
Every 6 months, drain Radiator, flash/clean and refill with coolant	
Clean and check all components in control panel especially contactors, timers and relays, ensure neither loose contact nor wire.	
Check battery voltage, water level and top up as necessary	
Check earthing, check and cleaning of electrical panels and relays	
Inspect circuitry confirming that all connections are firm and cable in good condition	
Clean the generator externally.	
Restore isolating equipment	
Stimulate power failure and /or phase failure and check good running of the equipment and power per phase for generator set with auto	
Check and ensure all gauges and meters are working	
Analyze and advice on condition of engine performance	
Fill a service card and attach it conspicuously	
Instruct staff member on routine daily checks for oil and Battery water levels	
Prepare Service report. Specify any items that need follow up for closure and have it signed and stamped by the dealer	

Name of Technician……. Sign…… Date……

1.2 Breakdown calls

This involves attendance during contracted hours, upon request by **NATIONAL OIL** or their agents, to carry out a repair of a defective or broken down equipment. The request for repairs will be addressed to **CONTRACTOR** by Email, phone call, message or other agreed modes of communication.

2. GENERAL CONDITIONS OF MAINTENANCE

Before the commencement of the works under this Contract, the following conditions will have to be fulfilled:

- A joint inventory and examination of the equipment shall be carried out by **CONTRACTOR** and **NATIONAL OIL** and a list drawn and agreed upon.
- Equipment will have been installed in accordance with manufacturer's recommendations and in good running condition. If this is not the case, **CONTRACTOR** will, upon an agreed cost with **NATIONAL OIL** put the affected equipment in order before the commencement.
- The general maintenance of the equipment will ensure the following :
- Evidence of security
- No lack of oil or water
- Run generator on full load and check on each phase and record.
- Enough ventilation in the room
- Check and correct any oil leaks, replacement of worn out seals
- Check mountings
- Check radiator support brackets
- Replacement or addition of radiator coolant
- Replace radiator rubber hoses and clips and cap
- Replace bar timers and sensing relays and magnetic switches
- Replace control fuses and contactor coils
- Check and inspect top gasket
- Check and inspect oil pressure switch
- Check and replace exhaust system
- Check and service charging alternator
- check and service starter motor
- Clean fuel injector nozzles
- Check condition of fuel lift pump and water pumps
- Checking and changing of oil, including tank/engine flushing when necessary
- Checking and repair of exhaust system, including mounting, painting and replacement of exhaust flap.
- Checking and servicing of engine charging alternator
- Checking and servicing of engine starter motor
- Replacement of 12V push clip relay
- Replacement of 240V/12V DC Relay, where and when necessary
- Checking and report on condition of the inter phase module
- Checking and report on condition of the Thermostat
- Cleaning of fuel injector nozzles; and advise as necessary
- Check the condition of heavy duty battery, and advise as necessary
- Checking and report on condition fuel lift pump and water pump

- Carry out general inspection of generator set report.

- **CONTRACTOR** shall ensure that materials used and works done are in accordance with regulations in force.
- Where equipment requires an overhaul, **CONTRACTOR** shall provide a report to enable **NATIONAL OIL** to take decision for its repair to be effected.
- Where the equipment was not sold by **CONTRACTOR**, the spare parts will be acquired from the local agents. If this is not readily available, **CONTRACTOR** will not be held responsible for any delays and may offer to replace the equipment upon an agreed quotation to **NATIONAL OIL.**
- Every new piece of equipment to be included in the Contract shall be inspected before being listed.
- At the end of the contract, the contractor shall ensure that all equipment are in good working condition. Any repairs necessary to be carried out by a different contractor during takeover of the equipment shall be at the expense of the outgoing contractor.

3. FIXED PRICE

There shall be no monthly fixed prices for this contract. The successful contractors shall be paid for every work done which shall be based on the following:

i. Mileage from the approved operation base per sub region

ii. Labour

iii. Cost of spares used

In case when a contractor is carrying out preventive maintenance, mileage shall be done in a loop

NOTE: ***Warranty for equipment not supplied and installed by CONTRACTOR***

*The Supplier of the equipment will provide warranty for the spares and expenses. Consequently, **CONTRACTOR** will not be held responsible if the spares cannot be supplied by the local agents for normal use in the contract or for warranty. Therefore, agreement with the different suppliers of equipment may require **NATIONAL OIL's** assistance. In that case, no penalty can be applied to **CONTRACTOR** for out of contract response time.*
*It is however the responsibility of the **CONTRACTOR** to ensure that equipment are competently maintained to the standard of the manufacturer's recommendation by engaging competent technical staff and following all recommended procedures. All spares supplied by the **CONTRACTOR** shall be deemed genuine and if they fail within a time frame that is considered reasonably low, shall be replaced by the contractor without any extra charge to **NATIONAL OIL**.*

APPENDIX II
MAINTENANCE OF AIR COMPRESSORS

CONTRACTOR undertakes to service and maintain compressors at outlets as per list of equipment agreed on by both parties at the beginning of the Contract. The said list shall be updated quarterly.

1. DEFINITION OF MAINTENANCE- COMPRESSOR

The service and maintenance to be carried out on the equipment will be based on preventive maintenance and Breakdown Calls.

1.1 Preventive Service maintenance:-

The entire equipment will be checked four (4) times yearly as per manufacturer's recommendations, this will be done every three (3) months. During the visits, a series of checks and security maintenance will be carried out on the equipment:
The Compressor shall be serviced as per the following service checklist and a signed copy shall be left on site.

Compressor Preventive Maintenance Checklist

Safety Note:
1. All service Technicians must be in safety gear before embarking on any work. They must ensure the safety of themselves and those in the station during the duration of service.

Procedure/Check list	Confirm (√)
Report to the office and notify the Manager/Supervisor of the intention to service equipment. Advise on the likely duration and the effect on business	
Ensure to change to all safety wear before proceeding to the equipment room	
Isolate equipment (Mechanical/Electrical) as applicable	
Confirm if the compressor certification is valid (Indicate expiry date)	
Drain condensate from air receiver.	
Change crank case oil	
Replace air Cleaner Pads, where applicable	
Carry out external cleaning of the cylinder and intercooler fins	
Check Valves and replace if necessary	
Clean dirt or carbon deposit on the compressor valve	
Grease the motor Bearing & check the Electrical Terminations	
Check and tighten all The bolts especially the air head, mounting bolts and fun guard	
Start the machine and check electric motor function and record current drawn and correct as necessary	
Check all gaskets and piston rings	
Check the function of non-return valve(check Valve)correct as necessary	
Check the function of pressure switch and correct as necessary	
Inspect compressor circuitry confirming that all connections are firm and cables in good condition	
Check air receiver pressure gauge and replace if necessary	
Restore isolating Equipment	
Fill a service card and attach it conspicuously	
Check the loading and unloading system and correct as necessary (Low 120psi, High 150psi)	
Manually operate the safety valves to be certain they are in operating order	
Instruct staff member on daily procedures of draining condensate from receiver and checking oil level	
Prepare Service report. Specify any items that need follow up for closure	

Name of Technician……. Sign…… Date……

1.2 Breakdown calls

This involves attendance during contracted hours, upon request by **NATIONAL OIL** or their representatives, to carry out a repair of a defective or broken down equipment. The request for repairs will be addressed to **CONTRACTOR** by email, telephone, text message or any other agreed form of communication.

1.3 Statutory certification

This involves ensuring that all the receivers for the compressors are inspected and certified. The statutory fee payable to statutory bodies shall be paid by the contractor and be refunded by National Oil.

2. GENERAL CONDITIONS OF MAINTENANCE

Before the commencement of the works under this Contract, the following conditions will have to be fulfilled:

* A joint inventory and examination of the equipment shall be carried out by **CONTRACTOR** and **NATIONAL OIL** and a list drawn and agreed upon.
* Equipment will have been installed in accordance with manufacturer's recommendations and in good running condition. If this is not the case, **CONTRACTOR** will, upon an agreed cost with **NATIONAL OIL** put the affected equipment in order before the commencement.
* **CONTRACTOR** shall ensure that materials used and works done are in accordance with regulations in force.
* Where equipment requires an overhaul, **CONTRACTOR** shall provide a report to enable **NATIONAL OIL** to take decision for its repair to be effected.
* Where the equipment was not sold by the **CONTRACTOR**, the spare parts will be acquired from the local agents. If this is not readily available, **CONTRACTOR** will not be held responsible for any delays and may offer to replace the equipment upon an agreed quotation to **NATIONAL OIL**.
* Every new piece of equipment to be included in the Contract shall be inspected and listed.
* At the end of the contract, the contractor shall ensure that all equipment are in good working condition. Any repairs necessary to be carried out by a different contractor during takeover of the equipment shall be at the expense of the outgoing contractor.

3. FIXED PRICE

There shall be no monthly fixed prices for this contract. The successful contractors shall be paid for every work done which shall be based on the following:

i. Mileage from the approved operation base per sub region

ii. Labour

iii. Cost of spares used

In case when a contractor is carrying out preventive maintenance, mileage shall be done in a loop

NOTE: ***Warranty for equipment not supplied and installed by CONTRACTOR***

The Supplier of the equipment will provide warranty for the spares and expenses. Consequently, ***CONTRACTOR*** *will not be held responsible if the spares cannot be supplied by the local agents for normal use in the contract or for warranty. Therefore, agreement with the different suppliers of equipment may require* ***NATIONAL OIL's*** *assistance. In that case, no penalty can be applied to* ***CONTRACTOR*** *for out of contract response time.*
It is however the responsibility of the ***CONTRACTOR*** *to ensure that equipment are competently maintained to the standard of the manufacturer's recommendation by engaging competent technical staff and following all recommended procedures. All spares supplied by the* ***CONTRACTOR*** *shall be deemed genuine and if they fail within a time frame that is considered reasonably low, shall be replaced by the contractor without any extra charge to* ***NATIONAL OIL****.*

APPENDIX III
MAINTENANCE OF THE ELECTRICAL NETWORK

CONTRACTOR undertakes to service and maintain the electrical network at outlets as per list agreed on by both parties.

A- DEFINITION OF MAINTENANCE

The service and maintenance to be carried out on will be based on preventive maintenance and Breakdown Calls.

1) Preventive maintenance: Every six (6) months.

A checking visit will be done by **CONTRACTOR** two times a year, after every 6 months.

During the visits, a series of checks and security maintenance will be carried out on the network:

- Inspection of the whole electrical installation and cabling
- Inspection of the Main distribution board and its fittings
- Cleaning of light fittings for canopies, spreaders, and security lights. Others are MID and signs.
- Replacement of defective lightings on the station,
- Connection of electrical cables and presence of glands – Tighten or replace if necessary
- Replacement of the defective parts.

After every service, a service card shall be written and be conspicuously place in the Main distribution board.

For all the works that are out of contract, **CONTRACTOR** will propose to **NATIONAL OIL** a quotation to upgrade the network system as necessary.

2) Breakdown calls

This involves intervention upon request by **NATIONAL OIL** to carry out a repair of a defective or broken down Parts/Installation. The request for repairs will be addressed to **CONTRACTOR** by telephone or fax.

For lights, the contractor will intervene together when another call occurs on site unless in case of an emergency (On request by **NATIONAL OIL** or more than 25 % of the lights not working).

B - GENERAL CONDITIONS OF MAINTENANCE

Before the commencement of the works under this Contract, the electrical network:

- Will have to be in good condition.
- Installation carried out in accordance with the manufacturer's recommendations and to approved standard.
- The main electrical board will require the following as a minimum :
    - Differential Main circuit breaker for protection against power fluctuations, surges, lighting
    - Different Main circuit breaker for each Equipment on site (Motors, dispensers, lighting, etc.) with adequate rating according to each Equipment
- Earthing : should be below 10 Ohms for dispensers and tanks and equipotential for piping
- Lighting : -water proof type
- Cables: Armored cable 4 core x 2.5 sq. mm for dispensing Equipment, and 1.5 sq. mm for lighting.

If it is not the case, **CONTRACTOR** will propose a quotation to **NATIONAL OIL** using approved contract rates in order to fulfill those recommendations.

New installations will be submitted to a check by both parties before being formally added to the present contract.

C- FIXED PRICE

There shall be no monthly fixed prices for this contract. The successful contractors shall be paid for every work done which shall be based on the following:

i. Mileage from the approved operation base per sub region

ii. Labour

iii. Cost of spares used

In case when a contractor is carrying out preventive maintenance, mileage shall be done in a loop

It is the successful contractor's responsibility to

- Liaise with the Kenya Power Company (KPLC) on all matters relating to the stations power supply on behalf of **National oil.**
- Ensuring that statutory requirements related to Electrical installations and all compliances are fulfilled at all times.

APPENDIX IV
RESPONSE TIME

1 – RESPONSE TIME

Time is of the essence in respect of the importance of Works. In assessing the **CONTRACTOR's** compliance with Response Times, **NATIONAL OIL** shall take into account the following:

(b) Fault time that arises as a result of the obsolete equipment, provided that the **CONTRACTOR** has given prior notice in writing to **NATIONAL OIL** that the equipment was obsolete.

(b) Fault time occasioned by the requirement for approval by any relevant statutory or regulatory authority, provided that the **CONTRACTOR** supplies evidence that due notice was given to the relevant authority.

Schedule 3: Response time per site

Site Code	Site Name	Sub region	Priority(hrs)	Urgent(hrs)	Normal(hrs)
1.	Lanet	Nakuru	4	6	12
2.	Gilgil	Nakuru	6	8	16
3.	Nakuru Town	Nakuru	4	6	12
4.	Londiani	Nakuru	4	6	12
5.	Molo	Nakuru	4	6	12
6.	Londiani	Nakuru	6	8	16
7.	Kaplong	Nakuru	6	8	16
8.	Kapsoit	Nakuru	8	12	24
9.	Bondeni Nakuru	Nakuru	4	6	12
10.	Osupuko Narok	Nakuru	8	12	24
11.	Ravines	Nakuru	4	6	12
12.	Nyahururu	Nakuru	6	8	16
13.	Olkalau	Nakuru	6	8	16
14.	Eldoret Central	Eldoret	4	6	12
15.	Eldoret Highway	Eldoret	4	6	12
16.	West Indies	Eldoret	4	6	12
17.	Bondeni Eldoret	Eldoret	4	6	12
18.	Kipkaren	Eldoret	4	6	12
19.	Langas	Eldoret	4	6	12
20.	Cheptiret	Eldoret	6	8	16
21.	Turbo	Eldoret	6	8	16
22.	Kitale Highway	Eldoret	8	12	24
23.	Kitale Central	Eldoret	8	12	24
24.	Mt Elgon	Eldoret	8	12	24
25.	Bungoma	Eldoret	8	12	24

Site Code	Site Name	Sub region	Priority(hrs)	Urgent(hrs)	Normal(hrs)
26.	Kapsabet	Eldoret	6	8	16
27.	Kisumu Lake	Kisumu	4	6	12
28.	Kisumu Market	Kisumu	4	6	12
29.	Kisumu Lakeview	Kisumu	4	6	12
30.	Kisumu Family	Kisumu	4	6	12
31.	Magharibi	Kisumu	4	6	12
32.	Boya	Kisumu	6	8	16
33.	Matayos	Kisumu	6	8	16
34.	Kakamega Sudi	Kisumu	6	8	16
35.	Kakamega Central	Kisumu	6	8	16
36.	Migori	Kisumu	8	12	24
37.	Homabay	Kisumu	8	12	24
38.	Oyugis	Kisumu	8	12	24
39.	Kisii Town	Kisumu	8	12	24
40.	Inaga	Kisumu	8	12	24
41.	Konate	Kisumu	8	12	24

Other Equipment response time	Response time in hrs
Grease pumps	8
Grease pumps -within 60KM radius	6
sunction line repair	20
Pump installation	18
Line pressure test	16
Tank pressure test	16

Site Code	Site Name	Sub region	Loss of sale per Station per Hour (HR_{LS})
1.	Lanet	Nakuru	
2.	Gilgil	Nakuru	
3.	Nakuru Town	Nakuru	
4.	Londiani	Nakuru	
5.	Molo	Nakuru	
6.	Londiani	Nakuru	

7.	Kaplong	Nakuru	
8.	Kapsoit	Nakuru	
9.	Bondeni Nakuru	Nakuru	
10.	Osupuko Narok	Nakuru	
11.	Ravines	Nakuru	
12.	Nyahururu	Nakuru	
13.	Olkalau	Nakuru	
14.	Gilgil highway	Nakuru	
15.	Eldoret Central	Eldoret	
16.	Eldoret Highway	Eldoret	
17.	West Indies	Eldoret	
18.	Kipkaren	Eldoret	
19.	Cheptiret	Eldoret	
20.	Turbo	Eldoret	
21.	Kitale Highway	Eldoret	
22.	Kitale Central	Eldoret	
23.	Mt Elgon	Eldoret	
24.	Bungoma	Eldoret	
25.	Kapsabet	Eldoret	
26.	Kisumu Lake	Kisumu	
27.	Kisumu Market	Kisumu	
28.	Kisumu Family	Kisumu	
29.	Magharibi	Kisumu	
30.	Boya	Kisumu	
31.	Matayos	Kisumu	
32.	Kakamega Sudi	Kisumu	
33.	Kakamega Central	Kisumu	
34.	Homabay	Kisumu	
35.	Oyugis	Kisumu	
36.	Kisii Town	Kisumu	
37.	Inaga	Kisumu	
38.	Konate	Kisumu	

Schedule 4: Loss of sales per Station due to Non-attendance of the Calls within the stipulated Time frame in the contract

Formula for Loss of Sales Per Station Per Hour

$$\frac{(N_{z\text{-}ago} x P_L x D_v) + (N_{z\text{-}pms}\, x P_L\, x D_v) + (N_{z\text{-}lk}\, x P_L x D_v)}{O_{hrs}} = HR_{LS}$$

Where

$N_{z\text{-}Ago}$ – No. Of Nozzles of AGO In the Station

N_{z-Pms} - No. Of Nozzles of PMS In the Station

N_{z-Ik} - No. Of Nozzles of IK In the Station

P_L – Price Per Litre of Particular Product

D_v – Daily Sales Volume Of Particular Product

O_{hrs} – Daily Operating Hours in the station

HR_{LS} – Hourly Loss of Sale per Station

Compressor Sales Loss Calculation per Hour

$$COMP_{L-Hr} = \frac{HR_{LS}}{3}$$

Where;
$COMP_{L-Hr}$ – Air Gauge Loss Due to non-attendance of the Call within stipulated Time frame
HR_{LS} – Hourly Loss of Sale per Station

1.1 WORKING HOURS

Normal working hours to receive calls are:	Monday to Friday	: 7.30 am to 6.00 pm
	Saturday	: 8.00 am to 12.30 pm
Normal working hours for intervention are:	Monday to Friday	: 8.00 am to 5.30 pm
	Saturday	: 8.00 am to 5.00 pm

1.2 REACTIVE MAINTENANCE

To carry out effective maintenance works**, CONTRACTOR** will maintain one main base in a central location and service centres as a minimum in the each of the Sub-Regions quoted in consultation from National Oil. Each Sub region shall have at least two (2) technicians on standby to attend to calls.

Response times will depend on the nature and the urgency of works to be carried out as shown below:

PRIORITY:	Urgent cases affecting safety of people and goods or special cases when given by **NATIONAL OIL.**

URGENT:	Dealer unable to dispense any product grade or service and any specific site as may be provided by **NATIONAL OIL**

NORMAL:	Other cases. Cases of breakdowns not stopping the sales and / or normal service station operation

AREA	DISTANCE	REPAIR TIME **		
	Radius from service centre	**PRIORITY**	**URGENT**	**NORMAL**
AREA 1	0 - 30 Km from main base	**3 H**	**4 H**	**8 H**
AREA 2	30 - 60 Km from main base	**4 H**	**6 H**	**12 H**
AREA 3	0 - 30 Km from service centres	**4 H**	**6 H**	**12 H**
AREA 4	31 – 60 km from service centres	**6 H**	**8 H**	**16 H**
AREA 5	61 - 150 Km from service centres	**6 H**	**8 H**	**16 H**
AREA 6	Other areas	**8 H**	**12 H**	**24 H**

*****The repair time is measured in working hours as work at night may be unsafe**.***

1.3 PENALTIES

In cases where **CONTRACTOR** are unable to respect the response times as stipulated, **CONTRACTOR** shall advise **NATIONAL OIL** immediately by e-mail. **CONTRACTOR** shall state the reference number and reason for non-compliance and state the alternative arrangement made by the **CONTRACTOR** to effect the maintenance with sufficient details of how, by whom and when it will be effected. If necessary and after consultation of the **CONTRACTOR**, **NATIONAL OIL** may engage such persons as deemed suitable to undertake the work should the **CONTRACTOR** fail to do so and the costs incurred being deductible from the **CONTRACTOR.**

In case of late response, a deductible penalty of 5% of the monthly maintenance fixed price for the unit in question will be owed by **CONTRACTOR** to **NATIONAL OIL.** This amount will be increased by an amount equal to 5% of the monthly fixed price for the unit per any additional day delayed. However, the **NATIONAL OIL** amount of penalty in any one month period shall not exceed 10% of the tax-free turnover of the period.

The time and date of the request will form the basis for estimating the deadline. A summary of performances and late calls will be given to **NATIONAL OIL** at the beginning of each month for the previous month and will form the bases for deduction of the penalty from the contract invoice.

1.4 STAND BY TEAM ON PUBLIC HOLIDAYS

It is agreed in the Agreement that, during Saturday afternoon, Sundays and public holidays, the **CONTRACTOR** undertakes to provide a stand-by service centre team able to cover 10 interventions per day.

Calls will be received from the dealer to a stand-by telephone number. In case of too many calls are forwarded to the stand-by service centre team, a selection will be made to appreciate the most urgent ones. The **CONTRACTOR** undertakes to make necessary provisions to ensure sufficient coverage for spares from its different service centres.

Working Hours: 8.00am - 4.00pm

2 – PERFORMANCE REPORTING PROCEDURES: (Key Performance Indicators)

It is agreed that both technical services of **NATIONAL OIL** and **CONTRACTOR** will meet bimonthly. **CONTRACTOR** will give at this time a complete report showing the performance of the Contract as detailed as follows:

2.1 PERFORMANCE OF PREVENTIVE MAINTENANCE ACTIONS

The measure will show the difference between the forecast done for each month for preventive maintenance visits and the effective realization each month.

2.2 PERFORMANCE OF CORRECTIVE MAINTENANCE ACTIONS

This figure will show the number of successful and unsuccessful intervention out of response time (NOR) against the **NATIONAL OIL's** number of intervention (TNI). **CONTRACTOR** will strictly explain the reasons for any intervention out of response time. Solutions will be proposed by **CONTRACTOR** to **NATIONAL OIL** to improve the situation where necessary.

2.3 "BLACK SPOTS"

A list of the BLACK SPOTS will be proposed: list of the stations where the number of calls is above the normal rate. Actions will be proposed by either **CONTRACTOR,** or **NATIONAL OIL,** or both in order to solve the problem.

2.4 "M.T.B.F." : MEAN TIME BETWEEN FAILURE

MTBF will be calculated monthly according to the following formula:

MTBF = (Nb of Days * Nb of unit) / (Nb of faults)

The target is > 180 – 200 days.

APPENDIX V
PRICE LIST FOR PARTS GENERATORS.

Charge Rates for various activities under the terms of this contract which shall be applied for Spare Parts, repairs and other services provided. There shall be no monthly fixed rates (retainer in this contract) .

(All prices are inclusive of VAT):

Spare Part Schedule*

Price schedule for generators

	Type of Engine/Rating			**Unit Price Inclusive VAT (KShs)**			
	Part/Consumable description	**Qty**	**Unit**	**30 kva**	**45 kva**	**60 kva**	**100 kva**
1	Air Cleaner	1	pc				
2	Auto Module Card	1	pc				
3	speed control module	1	pc				
4	Engine interface module	1	pc				
5	PCB	1	pc				
6	Intelligent transfer Board	1	pc				
7	Automatic Voltage Regulator SR7	1	pc				
8	Automatic Voltage Regulator r230	1	pc				
9	Automatic Voltage Regulator sx460	1	pc				
10	Bypass Filter	1	pc				
11	Complete Fuel Injector	1	pc				
12	Complete Gasket set (overhaul kit)	1	kit				
13	Complete Water Pump	1	pc				
14	pulley - water pump/alternator	1	pc				
15	Connecting Bearing Standard set	1	SET				
16	Electric Starter repair	1	pc				
17	Electric Starter new	1	pc				
18	alternator repair	1	pc				
19	alternator repair kit	1	pc				
20	alternator new	1	pc				
21	Engine oil	1	LTR				
22	Fan Belt	1	pc				
23	Fuel filter	1	pc				
24 a)	Fuel Injector nozzle - new	1	pc				

	Type of Engine/Rating			Unit Price Inclusive VAT (KShs)			
b)	Fuel Injector nozzle - service	1	pc				
25	Fuel Solenoid assembly	1	item				
26	Fuel Solenoid switch /shut off	1	each				
27	High Current Starting Battery	1	each				
a)	maintained light duty 70AH	1	pc				
b)	maintained heavy duty 70AH	1	pc				
c)	maintained heavy duty 90AH	1	pc				
d)	maintained heavy duty 120AH	1	pc				
e)	non-maintained heavy duty 70AH	1	pc				
f)	non-maintained heavy duty 90AH	1	pc				
g)	non-maintained heavy duty 120AH	1	pc				
28	Hour Meter 24V	1	pc				
29	Hour Meter 12V	1	pc				
30	frequency meter	1	pc				
31	ammeter	1	pc				
32	voltmeter	1	pc				
33	Main Bearing set Standard	1	pc				
34	Mains Contactor repair kit	1	pc				
a)	Mains Contactor for generator or KPLC changeover 80A or less	1	pc				
b)	Mains Contactor for generator or KPLC changeover 100A to 125A	1	pc				
c)	Mains Contactor coil for generator or KPLC changeover 80A or less	1	pc				
d)	manual changeover up to 115A	1	pc				
e)	mechanical interlock	1	pc				
f)	KPLC cut out	1	pc				
35	Oil Filter	1	pc				
36	Piston	1	SET				
37	Piston Rings set Standard	1	SET				
38	Protection /Control fuse	1	pc				
39	Radiator Coolant	1	LTR				
40	Stop Solenoid	1	pc				
41	Trickle Charger	1	pc				
42	Water filter	1	pc				
43	Water temperature switch	1	pc				
44	Water temperature sensor	1	pc				
45	water gauge (temperature)	1	pc				
46	fuel gauge	1	pc				

	Type of Engine/Rating			Unit Price Inclusive VAT (KShs)			
47	oil pressure gauge	1	pc				
48	oil pressure / sender switch	1	pc				
49	fuel tank cap	1	pc				
50	oil cap	1	pc				
51	radiator hose clips	1	pc				
52	radiator cap	1	pc				
53	radiator drain cock	1	pc				
54	radiator hose - top / bottom	1	pc				
55	radiator service	1	pc				
56	new radiator (supply)	1	pc				
57	radiator threading	1	lot				
58	magnetic pick up sensor	1	pc				
59	oil seal - rear / front	1	each				
60	fuel lift pump	1	pc				
61	engine cooling fan	1	pc				
62	dip stick	1	pc				
63	gasket - top/bottom/sump	1	each				
64	exhaust pipe	1	mtr				
65	exhaust silencer	1	pc				
66	exhaust bellow	1	pc				
67	exhaust mounting brackets	1	pc				
68	exhaust closing flap	1	pc				
69	fuel tank cleaning	1	lot				
70	injector pump - service	1	pc				
71	valve seals	1	no.				
72	valves - intake / exhaust	1	pc				
73	inserts	1	pc				
74	fuel return pipes	1	pc				
75	fuel injector leak off pipes	1	pc				
76	gudgeon pin	1	pc				
77	complete engine overhaul-Labor Only	item	item				
78	panel indicator lamps	1	pc				
79	emergency stop button	1	pc				
80	battery jumper cables	1	mtr				
81	battery terminal repair	1	item				
82	battery terminal clamps	1	pc				
83	Turbo charger	1	pc				
84	repair kit for governor	1	pc				
85	atomizer	1	pc				
86	cylinder head refacing and pressure test	1	item				
87	thrust washers	1	lot				

	Type of Engine/Rating			Unit Price Inclusive VAT (KShs)			
88	ignition key	1	pc				
89	diodes - plate / rotating	1	pc				
90	rectifier set	1	pc				
91	alternator repairs - stator / rotor	1	each				
92	repair kit for oil pump	1	kit				
93	cylinder sleeve / liners	1	each				
94	Con rod		Pc				
95	Water pump		pc				
96	Fly wheel gears		pc				
97	installation and testing of generator less than 40KVA	1	item				
98	installation and testing of generator 45- 160KVA	1	item				
99	transport of generator less than 2ton per km (0-40km)	1	km				
100	transport of generator less than 2 ton per km (41-100km)	1	km				
101	transport of generator less than 2ton per km (101-300km)	1	km				
102	transport of generator less than 2ton per km (300-600km)	1	km				
103	transport of generator 2ton to 5ton (0-40km)	1	km				
104	transport of generator 2ton to 5ton (41-100km)	1	km				
105	transport of generator 2ton to 5ton (101km and above)	1	km				
106	Supply complete portable generator set 5Kva single phase: Spritts & Straton (USA), Honda/Elemax (Japan), or approved equivalent	1	No				
107	Supply complete portable generator set 5Kva single phase: Spritts & Stratton (USA), Honda/Elemax or approved equivalent	1	No				

Schedule 2: PRICING SCHEDULE FOR SPARE PARTS FOR COMPRESSOR

ITEM No.	ITEM DESCRIPTION	Unit	QTY	Unit Price Inclusive VAT
1	Motor Rewinding	No.	1	
2	Plastic fan belt guard	No.	1	
3	metallic fan belt guard	No.	1	
4	compressor installation, site works only	No.	1	
5	HP rings EN6	No.	1	
6	LP rings EN6	No.	1	
7	Safety valve	No.	1	
8	Drain valve	No.	1	
9	Pressure gauge	No.	1	
10	DOL Starter	No.	1	
11	Phase failure Relays	No.	1	
12	Engine overhaul	No.	1	
13	V belt	No.	1	
14	VP gasket(complete set)	Set	1	
15	Piston shaft	No.	1	
16	Piston HP (complete set)	Set	1	
17	Con rods	No.	1	
18	con rod pin	No.	1	
19	Crankshaft	No.	1	
20	Discharge valve plate	No.	1	
21	check valve assembly	No.	1	
22	Oil retainer	No.	1	
23	Finger valve	No.	1	
24	Unloading pipe	No.	1	
25	Release pipe	No.	1	
26	Oils seals (complete)	Set	1	
27	Overhaul gasket kit	No.	1	
28	Star Delta starter	No.	1	
29	pressure switch	No.	1	
30	Shell bearings	No.	1	
31	Inlet silencer	No.	1	
32	Seal	No.	1	
33	valve kit	No.	1	
34	Filter kit	No.	1	

ITEM No.	ITEM DESCRIPTION	Unit	QTY	Unit Price Inclusive VAT
35	Air Receiver hydro test	No.	1	
36	Air receiver inspection and certification (Professional fee only. Statutory fee will be refunded separately)	No.	1	

ELECTRICAL INSTALLATIONS AND MATERIALS SUPPLY

Supply and install the following, and all necessary fixtures plus removal of existing fittings (or equivalent) as required.

No	ITEM DESCRIPTION	Qty	Unit	Unit price inclusive VAT
	SCHEDULE 01-MCB AND MCCBS			
1	Single phase MCB 5-50 Amps as by Merlin Gerlin or Crabtree	1	No	
2	Three phase MCB 10-30 Amps as by Merlin Gerlin or Crabtree	1	No	
3	Three phase MCB 40 Amps as by Merlin Gerlin or Crabtree	1	No	
4	Three phase MCB 50 Amps as by Merlin Gerlin or Crabtree	1	No	
5	Three phase MCCB 63 Amps as by Merlin Gerlin or Crabtree	1	No	
6	Three phase MCCB 100 Amps as by Merlin Gerlin or Crabtree	1	No	
7	Three phase MCCB 125 Amps as by Merlin Gerlin or Crabtree	1	No	
8	Three phase MCCB 150 Amps as by Merlin Gerlin or Crabtree	1	No	
9	MCB SP 2.5A s by Merlin Gerlin or Crabtree	1	No	
10	MCCB TPN 160Amps as by Merlin Gerlin or Crabtree	1	No	
11	MCCB TPN 200Amps as by Merlin Gerlin or Crabtree	1	No	
12	MCCB TPN 400Amps as by Merlin Gerlin or Crabtree	1	No	
	SCHEDULE 02-SWITCHES AND POWER OUTLETS			
1	1-gang 1-way	1	No	
2	1-gang 2-way	1	No	
3	2-gang 1-way	1	No	
4	3-gang 1-way	1	No	
5	4-gang 1-way	1	No	
6	water proof switch	1	No	
7	socket single 13A	1	No	
8	socket twin 13A	1	No	
9	socket single 13A metallic	1	No	
10	socket twin 13A metallic	1	No	
11	socket industrial (32A)	1	No	
12	socket industrial (63A)	1	No	
13	Emergency stop switch	1	No	
	SCHEDULE 03-LAMP FITTINGS			
1	50W square recessed LV down lighter Thorn Light stream	1	No	
2	16W square white prismatic luminaire - Thorn Unilite	1	No	
3	58W 1500mm fluorescent batten -Thorn PP	1	No	
4	36W 1200mm fluorescent batten - Thorn PP	1	No	

No	ITEM DESCRIPTION	Qty	Unit	Unit price inclusive VAT
5	18W 600mm fluorescent batten fitting - Thorn PP118	1	No	
6	600x600mm 4x18W recessed fitting - Thorn FRY418,N[PML]'	1	No	
7	Maintained 600x600mm recessed fitting -Thorn FRY Emergency	1	No	
8	2x36W fluorescent - Thorn 236 (Thorn Lighting PP236 Double 4' Fluorescent Batten Fitting 2 x 36w Lamp)	1	No	
9	2x58W fluorescent - Thorn 236 (Thorn Lighting PP236 Double 4' Fluorescent Batten Fitting 2 x 36w Lamp)	1	No	
10	Maintained 2 x36W weather proof fluorescent-Thorn LUES	1	No	
11	Bulkhead fitting	1	No	
12	Bulkhead fitting - Thorn OLG 1100 IP65	1	No	
	SCHEDULE 04-LAMPS AND ACCESSESORIES			
1	600mm fluorescent tube 26mm	1	No	
2	1200mm fluorescent tube 26mm	1	No	
3	600mm fluorescent tube 38mm	1	No	
4	1200mm fluorescent tube 38mm	1	No	
5	1500mm fluorescent tube	1	No	
6	25-100W incandescent bulbs as Philips	1	No	
7	250W high pressure mercury bulb	1	No	
8	250W metal halide bulb	1	No	
9	320/400W metal halide bulb	1	No	
10	ENERGY SAVER BULBS (8-14W)	1	No	
11	ENERGY SAVER BULBS (18W)	1	No	
12	HALOGEN TUBES (1000W)	1	No	
13	PL LAMP (2 x 9W) for special applications	1	No	
14	200W halogen tubes	1	No	
15	500W halogen tubes	1	No	
16	500W halogen lamp fitting	1	No	
17	130V indicator lamp	1	No	
18	Starter switch /glow starter	1	No	
19	20W choke	1	No	
20	40W choke	1	No	
21	65W choke	1	No	
22	125W mercury bulb choke	1	No	
23	250W mercury bulb choke	1	No	
24	100-400W ignitor & exciter for metal halides	1	No	
25	Bi-pin lamp holders	1	No	
	SCHEDULE 05-WIRING,CABLES AND ACCESSESORIES			
1	Install and wire UPS	1	lot	
2	Wiring to lighting points in 3 x 1.5mm cables	1	Lm	
3	Wiring to conduit boxes with 15 Amp connectors for signs	1	lot	
4	2.5mm 2-core SWA cables to signs	1	Lm	
5	Fireman's switch wired in 2 x 1.5mm cable	1	lot	

No	ITEM DESCRIPTION	Qty	Unit	Unit price inclusive VAT
6	Attendance during installation of signage	1	lot	
7	13 Amp twin Crabtree sockets wired in 3 x 2.5mm cables	1	lot	
8	13 Amp single Crabtree sockets wired in 3 x 2.5mm cables	1	lot	
9	13 Amp Crabtree fused spur unit wired in 3 x 2.5mm cables	1	lot	
10	13 Amp single MK non-standard sockets wired in 3 x 2.5mm	1	lot	
11	13 Amp water tight MK sockets wired in 3 x 2.5mm cables	1	lot	
12	15 Amp switched Crabtree sockets wired in 3 x 2.5mm cables	1	lot	
13	20 Amp DP Crabtree switches wired in 3 x 2.5mm cables	1	lot	
14	2.5mm 3-core heat resistant flex cable to equipment	1	lot	
15	6mm 4core swa cable	1	Lm	
16	10mm 4core swa cable	1	Lm	
17	16mm 4core swa cable	1	Lm	
18	25mm 4core swa cable	1	Lm	
19	35mm 4core swa cable	1	Lm	
	SCHEDULE 06-POWER ISOLATORS AND D/B			
1	20Amp DP IP54 isolator	1	No	
2	20Amp TPN IP54 isolator wired in 5 x 4.0 sq.mm	1	No	
3	20Amp TPN IP54 isolator	1	No	
4	100 hours Time switch as Legrand in a metal enclosure	1	No	
5	63 Amp 415V 50HZ 4-poles Telemecanique contactor	1	No	
6	15 Amp 240V 50HZ 3-poles Telemecanique contactor	1	No	
7	13Amp non-standard fused plug tops	1	No	
8	13 Amp fused plug tops	1	No	
9	15 Amps fused plug tops	1	No	
10	200 x 50mm x 3C tapered metal trunking painted to approval	1	lot	
11	25mm dia. HG PVC concealed conduit	1	Lm	
12	32mm dia. HG PVC concealed conduit	1	Lm	
13	32mm pvc bends	1	No	
14	38mm dia. HG PVC concealed conduit	1	No	
15	38mm pvc bends	1	No	
16	50mm dia. HG PVC concealed conduit	1	No	
17	50mm pvc bends	1	No	
18	150 x 150 x 50mm metal DI boxes	1	No	
19	RJ-11 telephone outlets including conduiting and draw wire	1	Lm	
19	RJ-45 computer outlets including conduiting and draw wire	1	Lm	
20	Telephone junction box	1	No	
21	Switch boxes for security alarm points	1	No	
22	Switch box for music outlets points	1	No	
23	25mm dia. HG concealed PVC conduits c/w draw-wire	1	Lm	
24	4.0 sq. mm 4-core SWA cables to isolators	1	Lm	
25	2.5 sq. mm 2-core SWA cable to DP isolator	1	Lm	
26	2.5 sq. mm 3-core SWA cable to DP isolator	1	Lm	

No	ITEM DESCRIPTION	Qty	Unit	Unit price inclusive VAT
27	2.5 sq. mm 4-core SWA cable to DP isolator	1	Lm	
28	150W spotlight bulb - PAR 38	1	No	
29	4 way consumer unit	1	No	
30	6 way consumer unit	1	No	
31	9 way consumer unit	1	No	
32	4 way TPN distribution board	1	No	
33	6 way TPN distribution board	1	No	
34	12 way TPN distribution board	1	No	
	SCHEDULE 07-MOTORS,CONTACTORS AND MOTOR STARTERS			
1	Centrifugal switch	1	No	
2	Motor side switch	1	No	
3	Power stabilizers 12KVa	1	No	
4	Power Surge Arresters	1	No	
5	Toggle switch	1	No	
6	20mm FLP cable gland	1	No	
7	FLP cable gland adapter	1	No	
8	Isolator switch open - 25 Amps	1	No	
8	Isolator switch open - 40 Amps	1	No	
9	Overload relay 4 -8 Amps	1	No	
10	Overload relay 9 - 13 Amps	1	No	
11	16 Amps 240V timer switch	1	No	
12	Rotary switch	1	No	
13	40 Amps contactor switch	1	No	
14	240V motor timer - Star delta starter timer	1	No	
15	Three phase under/over voltage phase failure	1	No	
16	TP 2HP motor starter	1	No	
17	Three phase 1.5kW motor	1	No	
18	Three phase 5kW D.O.L. starter	1	No	
19	Mains Contactor repair kit		pc	
20	Mains Contactor for generator or KPLC changeover 80A or less		pc	
21	Mains Contactor for generator or KPLC changeover 100A to 125A		pc	
22	Mains Contactor coil for generator or KPLC changeover 80A or less		pc	
23	manual changeover upto 115A		pc	
24	mechanical interlock		pc	
25	KPLC cut out		pc	

No	ITEM DESCRIPTION	Qty	Unit	Unit price inclusive VAT
	SCHEDULE 08 – CANOPY, FORECOURT & PERIMETER			
1	Lighting points under canopy wired in 2.5 sq. mm 2-core	1	No	
2	Galvanized steel conduit boxes with 15A connectors wired in 2.5 sq. mm 2-core SWA cables (20M for spreader lights)	1	Lm	
3	2.5 sq. mm 2-core SWA cables (20M for spreader lights)	1	Lm	
4	6.0 sq.mm 2-core SWA cable for external lights and signs	1	Lm	
5	150 x 150 x 150mm IP54 DI boxes at the location of signs	1	No	
6	3-gang 20 Amp metal clad grid switch as Crabtree	1	No	
7	250W metal halide GRP floodlight as PHILIPS	1	No	
8	400W metal halide GRP floodlight as Thorn	1	No	
9	320W metal halide GRP floodlight as RUUD	1	No	
10	250W mercury light fitting as Thorn Alpha Eight	1	No	
11	60W LED Floodlight Warm White	1	No	
12	80W LED Floodlight Warm White	1	No	
	150-250w Low Bay Surface FTGS C/W HQI Lamps	1	No	
13	400w Low Bay Surface FTGS C/W HQI Lamps	1	No	
14	250w Low Bay Recessed FTGS C/W HQI Lamps	1	No	
15	400w Low Bay Recessed FTGS C/W HQI Lamps	1	No	
16	70w Ecolite Lantern C/W HGI Lamps For Garden	1	No	
17	Floodlight 2x18w	1	No	
18	7.6m galvanized steel lighting column and bracket	1	No	
19	15 Amp 2-pole Lucy connectors with 5A HRC fuse in the poles	1	No	
19	1.5 sq. mm twin cable with earth	1	Lm	
20	300 x 300 x 450mm concrete base	1	No	
21	15 Amp, 415V, 50hz 4-pole contactor in an enclosure	1	No	
22	Photocell kit as Thorn QPK including wiring	1	No	
23	Time switch as Legrand in an enclosure including wiring	1	No	
24	Allow for attendance during installation of signage	1	lot	
25	2.5 sq.mm 4-core SWA from pumps to control panel	1	Lm	
26	2.5 sq. mm 3-core SWA control cable to dispensers	1	Lm	
27	Attendance during installation of pumps and dispensers	1	lot	
28	Earthing and bonding metallic parts	1	lot	
29	16mm 4-Core SWA to/for Generator	1	Lm	
30	Earthling in accordance with IEE regulations and KPLC. bylaws	1	lot	
31	installation testing, commissioning, issue of work completion certificate, and liaising with power people to connect power	1	lot	

SCHEDULE 09 LPG PLANT ELECTRICALS

Item	Description	Qty.	Unit	Unit Price inclusive VAT
1	Timer switches Make L&T GIC FMI QUARTZ	1	No	
2	Starters Make Levato Soft Starter ADXM25BP, Rating: 25 amps, 415V, 50Hz	1	No	

SCHEDULE 10 TERMINAL & LPG PLANT EQUIPMENT

	Type of equipment	Unit Price of key spares (KShs) inclusive of VAT					
		Oil filter	Fuel filter	Air cleaner element	Water separator	Solenoid	Starter
1	150 KVA Atlas Copco genset for LPG plant Model QAS 150						
2	1 250KVA Perkins Genset Model GCB330 for main terminal						
3	2 2.2 kw Atlas Copco Compressor (400v/50Hz) Model GX2ffEP (PNEUMATIC SUPPLY) (2nos)						
4	John Deere Fire Engine Model JUGH-UFM2, 200BHP 2600RPM for LPG plant (2Nos)						
5	Cummins Fire Engine Model 4BTA3-9 110HP2800 RPM for main terminal (1no.)						

	Type of equipment	Unit Price of key spares (KShs) inclusive of VAT					
		Oil filter	Fuel filter	Air cleaner element	Water separator	Solenoid	Starter
6	Technogas dry gas compressors Model A668 for LPG offloading/ Loading (3 nos)						

SCHEDULE 11 LABOUR AND TRANSPORT ITEMS

Item	Description	Qty.	Unit	Unit Price Inclusive VAT
1	Excavate and backfill on soft ground	1	CM	
2	Excavate and backfill on forecourt/hard ground	1	CM	
3	Lay cable and cover with concrete cable covers as "Hatari" tiles	1	CM	
4	Provision of labour per hour per technician	1	Unit	
5	Provision of unskilled labour per hour	1	Unit	
6	Transport using a vehicle below 1 ton per Km	Item	Item	
7	Transport using a vehicle between 1 to 10 ton per Km	1	Km	
8	Transport using a vehicle a above 10 ton per Km	Item		
10	Technician travel on public transport	1	Km	
11	Technical travel within urban area on public transport	1	Km	
12	Night-out allowance per Technician	Lump	sum	
13	Mileage on calls charged both ways from Sub region base	1	Km	
14	Cast Concrete class 20	1	CM	

NOTE: Transport/Mileage is payable two way

APPENDIX VI
RESULTS OF SITE SURVEY

The results of equipment surveys should be as comprehensive as possible to allow for highly accurate cost estimations.

They should cover compressors, generators & electrical system.
They should advise upfront where equipment is beyond repair and where spares availability may become a future concern.

APPENDIX VII
CALCULATION OF COST

Award of contract

Award of contract will be per Sub region to the eligible tenderer (in line with the eligibility clause);

i) who has submitted the tender document in line with the tender requirements;

ii) who has been successfully evaluated in preliminary evaluation and attained the technical evaluation pass mark of 80 points and above;

iii) who, having qualified in (ii) above, emerges between ranks one (1) to three (3) in the financial evaluation.

iv) who, having qualified in (iii) above, is invited for Competitive Negotiations and submits the lowest evaluated Best and Final Offer per Sub region *(with confirmation of availability of a minimum of two (2No.) technicians per Sub region of which one must have ERC valid license for Electrician).*

1. Since the prices quoted apply to the NATIONAL OIL installed base, any variation of 10% of the number of sales outlets as defined at the commencement of the Contract will automatically call for review of prices.
2. By default, every station has one generator and one compressor
3. The number of sites may vary from time to time depending on the needs of NATIONAL OIL.

APPENDIX VIII
E. H.S. RECOMMENDATIONS

The contractor shall observe the safety guidelines issued by National Oil to the letter. Of particular importance is the usage of personal protective equipment as necessary from one task to another.
Incident reporting will be done to National Oil contract administrator latest within 24 hrs of occurrence.
Any works that are done near the forecourt and tank farms must be subject to extra caution to mitigate fire risks.
The contractor's staff must be informed that the retail sites are no smoking zones.
The contractor must post relevant warning signage around his works area.

The contractor will exercise extra care to manage the human and vehicular traffic where work progresses while the site is operating.

The contractor is advised to barricade with visible medium the areas where his team is working.

The contractor must not work on live Electricals and proper isolation is his responsibility.

Waste generated in the course of duty must be disposed as per the requirement of national Environmental Management Authority.

Proper housekeeping must be observed at all times on site.

APPENDIX IX
Sites

The sites are as listed, but not limited to the ones below. For the two year framework period – more stations may be added during the duration of the contract. Some stations may also close down for rebuilding, in which case they will be out of service during this period and therefore not chargeable. The contractor may also be assigned to a different sub region/region on need basis under the same terms.

i) Nakuru Sub Region

Nakuru Stations

1. Ravine Road Nakuru
2. Lanet Nakuru
3. Olkalou
4. Nyahururu
5. Gilgil Town
6. Molo
7. Londiani
8. Osupuko
9. Bondeni Nakuru
10. Lanet Service Station
11. Gilgil Kikopey

ii) Eldoret Sub Region

Eldoret Stations:

1. Kipkaren Service Station Ksm Rd
2. Eldoret Central Service Station
3. Eldoret Highway Service Station
4. West Indies Service Station
5. Kitale Service Station
6. Mt Elgon Service Station
7. Turbo Service Station
8. Kapsabet Service Station
9. Cheptiret

iii) Kisumu Sub Region

Kisumu Stations

1 Kisumu Magharibi
2 Kisumu Market
3 Kisumu Family
4 Kisumu Lake
5 Kisumu Lakeview
6 Boya
7 Matayos
8 Kakamega Sudi Service Station
9 Kakamega Central Service Station
10 Bungoma Service Station

iv) South Nyanza Sub Region

1 Kisii National
2 Migori
3 Homa Bay
4 Oyugi
5 Konate
6 Inaga
7 Kaplong
8 Kapsoit
9 Narok Town

7 SECTION VI – DESCRIPTION OF SERVICES

7.1 Terms of reference

Pursuant to Section V, below is a summary of the terms of reference.

7.2 Scope of works for equipment maintenance and repairs service.

The scope of works for this tender covers (but is not limited to):

f) Regular preventive maintenance as well as breakdown repairs for air compressors and generators on sites as per the issued schedule.
g) Perform baseline survey on acquired sites.
h) Liaise with the government departments such as The Kenya Power Company or Kenya Bureau of Standards as necessary from time to time, in effecting legislative certification of various equipment.
i) Provide technical guidance on various cost effective ways of undertaking maintenance of equipment and physical infrastructure.
j) Prepare a detailed maintenance schedule for all equipment on sites as detailed.

The maintenance and repair services will be for all Sub regions where the sites are as per Section V, but not limited to the listed sites. More sites will be brought onboard for the duration of the contract.

7.3 Please note that:

d) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Procuring entity are not reimbursable as a direct cost of the assignment; and
e) The Procuring entity is not bound to accept any of the proposals submitted.
f) All the terms and conditions given in the sample contract document (Appendix 4) take precedence for the execution of the maintenance and repair works.

7.4 Requirements for tenderer

7.4.1 The tenderer must be a reputable local company with a proven track record in oil and gas sector in relation to maintenance and repair works.

7.4.2 The tenderer will be required to demonstrate that the team assigned is professionally qualified and has relevant expertise in the area of service station equipment maintenance. The technical team will be expected to demonstrate such experience by providing a detailed record of recent assignments. The experience will also be demonstrated in the CVs of the proposed professional staff.

8 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 2.9 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 2.12.3

3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modifies 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 authorization form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

SECTION VII – STANDARD FORMS

1 Form of tender
2 Contract form
3 Confidential Questionnaire form
4 Tender security form
5 Performance security form
6 Bank guarantee for advance payment
7 Bidder's Declaration and Integrity Pact

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]* 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 _____

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 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, and delivered by _____ the _____ (for the Procuring entity).

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

in the presence of_____.

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 General

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

	Part 2 (a) – Sole Proprietor Your name in full…….Age……. Nationality……Country of Origin…….. Citizenship details ……..
	Part 2 (b) – Partnership Given details of partners as follows Name Nationality Citizenship details Shares 1. …… 2. …… 3. …… 4. ……
	Part 2 (c) – Registered Company Private or Public State the nominal and issued capital of company Nominal KShs. Issued KShs. Given details of all directors as follows Name Nationality Citizenship details Shares 1. …… 2. …… 3. …… 4. ……
	Date…….Signature of Candidate……..

TENDER SECURITY FORM

Whereas …….. [Name of the tenderer]

(Hereinafter called "the tenderer") has submitted its tender dated…….. *[Date of submission of tender]* for the provision of …….. *[Name and/or description of the services]*

(Hereinafter called "the Tenderer")……..

KNOW ALL PEOPLE by these presents that WE……

Of……having registered office at *[name of 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]

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]

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: _____

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