



NATIONAL OIL CORPORATION OF KENYA

**TENDER FOR
PROVISION OF MAINTENANCE AND REPAIR
SERVICES FOR DISPENSING PUMPS, GREASE
PUMPS AND AIR GAUGES AT NATIONAL OIL
STATIONS**

(Mt Kenya Region)

NOCK/PRC/03(1357)2017-2018

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

Email: tenders@nockkenya.co.ke

February 2018

**Tender Closing Date & Time: February 28, 2018 at
1000hrs (East African Time)**

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1 SECTION I – INVITATION TO TENDER

Date: February 2018

Tender Ref No: NOCK/PRC/03(1357)2017-2018

Tender name: TENDER FOR PROVISION OF MAINTENANCE AND REPAIR SERVICES FOR DISPENSING PUMPS, GREASE PUMPS AND AIR GAUGES AT NATIONAL OIL STATIONS

- 1.1 National Oil Corporation of Kenya invites sealed tenders from interested and eligible candidates from Kenya; for the Provision of Maintenance and Repair Services for Dispensing Pumps, Grease Pumps and Air Gauges at National Oil Stations on a three year framework contract basis renewable yearly subject to satisfactory performance.
- 1.2 Interested and eligible candidates may view/obtain/download the tender documents at www.nationaloil.co.ke or at:

Procurement Department

**National Oil Corporation – Kawi House, South C,
Red Cross Road off Popo Road
P.O Box Number 58567 – 00200,
NAIROBI**

Tel: +254-20-6952000, Fax: +254-20-6952400

Email: tenders@nockenya.co.ke

during normal working hours on Monday to Friday between 0800hrs to 1700hrs (East Africa Time).

- 1.3 The complete tender document is downloaded from the National Oil Corporation website www.nationaloil.co.ke free of charge. They should immediately forward their particulars for records and/or for the purposes of receiving any further clarifications/addenda to tenders@nockenya.co.ke

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 issuance of the tender document. Payment should in form of cash deposits at the National Oil Bank Accounts as given below.

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

The deposit slip must bear the name of the bidding firm/company.

- 1.4 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.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes, clearly labeled “**Tender for Provision of Repairs and Maintenance Services for Dispensing Pumps, Grease Pumps and Air Gauges – Ref No. NOCK/PRC/03(1357))2017-2018**” with the instructions “**Do Not Open Before February 28, 2018 at 1000hrs (East Africa Time)**” and addressed to:

**The Chief Executive Officer
National Oil Corporation of Kenya
Kawi House, South C,
Red Cross Road, Off Popo Road,
NAIROBI**

Must be deposited in the tender box provided at

**The Reception,
National Oil Corporation,
Kawi House, South C,
Red Cross Road, Off Popo Road.**

to be received on or before **February 28, 2018 at 1000hrs (East African Time)**. *Late tenders will be rejected no matter the circumstances.*

- 1.6 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at

**The Boardroom
National Oil Corporation of Kenya
Kawi House, South C
Red Cross Road, Off Popo Road
P.O BOX 58567-00200
Nairobi.**

CHIEF EXECUTIVE OFFICER

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

2.15 Sealing and Marking of Tenders

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

The inner and outer envelopes shall:

- a) be addressed to the Procuring entity at the address given in the invitation to tender;
 - b) bear, tender number and name in the invitation to tender and the words: “**DO NOT OPEN BEFORE FEBRUARY 28, 2018 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 under clause 2.15.2 **no later than February 28, 2018 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 February 28, 2018 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) Score the minimum technical evaluation score as given in the evaluation criteria under the appendix to instructions to tenderers – clause 2.29.
- b) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- c) Legal capacity to enter into a contract for procurement
- d) 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
- e) Shall not be debarred from participating in public procurement.

2.23 Contacting the procuring entity

2.23.1 Subject to clause 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 Award of Contract

a) **Post qualification**

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

- 2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to clause 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.
- 2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

- 2.24.4 Subject to clause 2.27 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.24.5 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.
- 2.24.6 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Notification of award

- 2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.26. 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	<p>Particulars of eligible tenderers <i>The tenderer shall provide the following mandatory requirements which shall be used for the preliminary evaluation (failure to submit the mandatory requirements will lead to disqualification from the tender process).</i></p> <ul style="list-style-type: none"> i) Copy of Certificate of Incorporation/Registration ii) Copy of Valid Tax Compliance Certificate iii) Valid Business permit iv) The tender security required is Kshs 100,000 in form of a Bank guarantee from a bank licensed and operating in Kenya. Tender security from an Insurance Company duly recognized by the Public Procurement Regulatory Authority of Kenya (PPRA) is also acceptable. The tender security should be valid for a period of 30days beyond the tender validity period. i.e. 150 days from the date of tender opening. v) Duly filled Bidder's Declaration and Integrity Pact (Section VII – Standard Forms) vi) Duly filled Confidential Business questionnaire (Section VII – Standard Forms). 						
2.10	<p>Tender Currency The currency to be used is Kenya Shillings.</p>						
2.12	<p>Tender Security The tender security required is Kshs 100,000 in form of a Bank guarantee from a bank licensed and operating in Kenya. Tender security from an Insurance Company duly recognized by the Public Procurement Regulatory Authority of Kenya (PPRA) is also acceptable. The tender security should be valid for a period of 30days beyond the tender validity period. i.e. 150 days from the date of tender opening</p>						
2.22	<p>Evaluation and comparison of tenders The evaluation criteria below will be used to evaluate the technical responsiveness of the tenders:</p> <table border="1" data-bbox="432 1688 1417 2067"> <thead> <tr> <th data-bbox="432 1688 1305 1756">EVALUATION CRITERIA</th> <th data-bbox="1305 1688 1417 1756">Max. Score</th> </tr> </thead> <tbody> <tr> <td data-bbox="432 1756 1305 1823">a) i. <i>Organization structure 5 Marks</i> ii. <i>Copy of Environmental health and safety policy 5 marks</i></td> <td data-bbox="1305 1756 1417 1823">10</td> </tr> <tr> <td data-bbox="432 1823 1305 2067">b) <i>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> i. At least one motor vehicle (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</td> <td data-bbox="1305 1823 1417 2067">15</td> </tr> </tbody> </table>	EVALUATION CRITERIA	Max. Score	a) i. <i>Organization structure 5 Marks</i> ii. <i>Copy of Environmental health and safety policy 5 marks</i>	10	b) <i>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> i. At least one motor vehicle (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	15
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Instructions to Tenderers	Particulars of appendix to instructions to tenderers	
	tenderer during the contract period) (5 marks) iii. Workshop facilities (ownership document/lease Agreement) (5 marks)	
	c) Skills of principal team members for the proposed assignment: provide CV's and relevant certificate as follows:	
	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) <i>or</i> ii) Diploma in engineering with 5 years' experience CV-duly signed by the owner - (5 marks) Copies of Certificates - (5 marks) <i>or</i> iii) Certificate with 8years 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) A W&M certified technician for region. W&M Certificates for one technician proposed for the service 1x5marks =(5 marks)	20
	d) Physical Location: <ul style="list-style-type: none"> • Existence of offices-provide evidence of ownership or attach utility bills or lease agreement (15 Marks). 	15
	e) Current or Previous Experience Provide evidence of Current or previous maintenance contract for dispensing pumps, air gauges and lubricating equipment from reputable Oil Companies performed within the last 3 years. (Provide either contract copies, letters of offer or local purchase orders for the works done or recommendation letters). <ul style="list-style-type: none"> • 10 Marks per client (for every client, provide documents as stated above). Marks awarded for up to 3 clients. Maximum 30 marks • Bidders who do not have annual contracts but have done some peace mill jobs in maintenance of pumps, lubricating equipment and air gauges will be awarded 5 marks for works done, and whose value is above KShs 50,000.00 within a month. Marks awarded for up to 3 clients. Maximum 15 marks 	30 Marks
	Total Score	100

Instructions to Tenderers	Particulars of appendix to instructions to tenderers
	Only bidders with a technical score of 70 points and above out of the maximum possible 100 points shall be considered technically responsive, hence qualify for financial evaluation, where award will be to the technically responsive tenderer with the lowest evaluated price.
2.24	The tender award will be to the technically responsive tenderer with the lowest evaluated price.
2.27	<p>Particulars of performance security</p> <p>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.</p>
2.28	<p>In addition to clause 2.28, the ethics as described below will apply:</p> <p>2.28.4 Ethics</p> <p>It is a requirement that both National Oil and prospective suppliers of goods, services and works observe the highest standards of ethics during the procurement and execution of contracts.</p> <p>In pursuance of this policy, National Oil requires that all bidders concerned take measures to ensure that no transfer of gifts, payments or other benefits to officials of National Oil and/or procurement/management staff with decision making responsibility or influence occurs. In this regard, National Oil will require all tenderers to sign, as part of the tender documents, 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.</p> <p>National Oil reserves the right to suspend or cancel a tender/quotation if corrupt practices of any kind are discovered at any stage of the award process.</p>

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 superceded 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) A bank guarantee.

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 anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to 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 its 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 promptly, monthly within 30 days after 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

This part will include any deliverables under the service contract

Number	Description	Quantity	Delivery Time Start _____ End _____
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(The tenderer should amend as appropriate)

6 SECTION VI – DESCRIPTION OF SERVICES

6.1 Terms of reference

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 Weights and Measures 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.

MAINTENANCE OF DISPENSERS AND PUMPS

The **CONTRACTOR** will undertake to carry out the maintenance of dispensers as per the list of dispensers/Pumps approved by both parties at the beginning of the Contract. This list shall be updated quarterly.

The **CONTRACTOR** undertakes to check, at least once per quarter the calibration of the Pumps/dispensers and make the necessary adjustments in collaboration with the local Standardization body (the Weights and Measures department). Unscheduled calibration will be required by National Oil if a dispenser/pump is suspected to be under/over dispensing.

1 - DEFINITION OF MAINTENANCE

The works to be carried out by **CONTRACTOR** on the dispensers are based on:

1.1 Preventive Maintenance: Twice yearly

This involves a series of checks made to ensure the smooth running of the dispenser/pump in accordance with an approved maintenance form. These checks will essentially involve:

- The accuracy of the volume totalizer.
- The state of hoses, and nozzles.
- The pumps, the meters and air separator, gauging and correction of the flow rate if necessary.

- *Systematic maintenance:*

- Cleaning : changing of filters a must
- Motor : greasing the motor a must and check cable glands.
- miscellaneous : tightening of clamping rings and bolts, and examining the state and tightness of 'V' belts
- The seals : Checking and remedying the integrity of the seals

- *Volume / price counter (mechanical counter):*

- greasing of the reset mechanism
- check & rectify : volume against unit price
- check & rectify the alignment of zeroes
- Check & rectify of the similarity of both dispenser faces.

- *Volume / price counter (electronic counter):*

- check & rectify for good general running
- check & rectify product, volume and unit price
- check & rectify the similarity of reading on both sides of dispenser

- check & rectify the unit price switch
- check & rectify the figures display tubes
- check & rectify the state of the battery

- *Body:*

- Check & rectify interior of pumps for signs of leakage.
- check & rectify moving parts and grease them
- General clean-up of glasses, dials, lighting system, panels.

- *Tanks:*

- check & rectify for water and fuel in tank manholes
- check & rectify the leak detector if applicable
- check & rectify the tester of filling limiter if applicable
- check for water in tanks and remove
- check & rectify the positioning of fill pipes and dust caps for water tightness
- check recording of the fuel quantity in the tank.

- *Electronic equipment (if present)*

- check & rectify the electricity supplies and logical circuit relays
- check & rectify the connection boxes for integrity of connections
- check & rectify pulser unit for accuracy of dual phase pulsers
- check & rectify the cable-glands.

1.2 Breakdown calls

The **CONTRACTOR** undertakes to implement all necessary actions to comply with all requirements listed here before in the Agreement to attend breakdown calls.

1.3 Flow rate check

Any repair of a volume / price counter, a meter or a pump will automatically be followed by a calibration check. During each preventive maintenance visit, that is to say twice a year, every pump will be recalibrated.

Outside of the Preventive Maintenance Schedule, checks of calibration can be done at the **NATIONAL OIL**'s request. Tests to be witnessed and verified by the person in charge of the site.

1.4 Visit reports

A visit report will follow each type of maintenance. The name and the signature of the station manager or the attendant will feature on this report and the report should bear an official stamp. It will be filled in triplicate.

- The original for **National Oil Corporation**
- The duplicate for the **DEALER**
- The third copy for the **CONTRACTOR**

1.5 Weights and Measures Authority

Notification of malfunction from weights and measures Authority shall be transmitted from **National Oil** to the **contractor** who, after having remedied the malfunctions in the question shall return to the Weights and measures Authority the duly filled form.

The contractor shall settle all bills relating to assizing of the pumps in the Network by Weights and measures Authority and charge National Oil the same as out of contract.

1.6 Sealing.

After checking and re-inspection with a measuring vessel and calibration of the Fuel Pump, it is necessary that the **CONTRACTOR** must, on a Fuel Pump sealed by Weights and Measures Authority replace the seal attached by Weights and Measures Authority with a new seal from the **CONTRACTOR**.

2 - TAKING OVER EQUIPMENT

At commencement of Contract works, all equipment shall fulfil the following requirements

2.1 Dispensers

- Shall be in proper running condition in accordance with manufacturer's norm
- Installation carried out to approved standard.

-Contractor will have a minimum of two (2)stand by unit (pump motor)per territory for use when site equipment are down for period exceeding one day.

2.2 Electrical equipment

- Electrical installation done in accordance with electrical regulations as stipulated by manufacturer or by the regulatory measures in force.
- Dispensers protected by adequately sized voltage regulators (power stabilizers).

2.3 Tanks

- Above ground tanks, suitably earthed
- Manhole, water tight.
- Easy accessibility to the non- return valves and accessories.

3 - GENERAL CONDITIONS OF MAINTENANCE

3.1 The following obligations fall under the contract:

The dispenser:

- Repair/ replacement of every defective part of the dispenser.
- Electrical and mechanical repairs within any fuel pump housing including submersible pumps and circuit breakers.
- The reconditioning or re-building of faulty components either on site or in a workshop

- Any freight payable on components sent to field engineers and the return thereof.
- Panel change-over. Panels to be supplied by **NATIONAL OIL**. The response time for panel change-over will be 5 (FIVE) days.
- Standard replacement of worn out hoses/nozzles provided they have not been destroyed by crushing, dropping or other rough usage.
- Standard replacement of operating handles.
- Annual safety checks on submersible pump leak detectors, logging each such safety check in a database and reporting tests to **NATIONAL OIL**'s contract administrator.
- **CONTRACTOR** to continuously advise **NATIONAL OIL** (and each other) of all movements of **NATIONAL OIL** equipment as and when known to **CONTRACTOR**.
- Site accident repairs including any make safe measures and completion of accident damage reports.
- Maintenance of the body in twice yearly preventive maintenance.
- Suction line pressure test once in the contract life (once in two year).
- Repair of leaking suction lines (Check valves included).
- Price change and training staff to do the same.
- Replacement of electrical accessories on the dispenser.
- Labour, transport and out of station expenses for in contract services.

In cases where repairs cannot be effective on the spot, **CONTRACTOR** will propose to **NATIONAL OIL** to repair the dispenser at their workshops. This repair, including removal and replacement, is included in the Contract for pumps and dispensers.

The tank :

- Cleaning and grinding, if necessary of tank check valves. Replacement of the check valve will be charged separately.
- Tank pressure test with Air.
- Checking cleanliness of tank manhole.
- Checking that vents are free of dirt.

Note: New installations will be submitted to a check before being formally added to the contract.

After new installation has been added to the list the contractor will be given 3 months to stock up spares for the maintenance after which he will be responsible for delays caused by unavailability of spares. For existing equipment the 3 months period to stock up spares will start once the contract begins.

3.2 Age clause:

CONTRACTOR shall maintain all the dispensers in good working state. However in case of excessive wear, **CONTRACTOR** may propose to **NATIONAL OIL** to withdraw the equipment from the Contract and subject it to complete overhaul for the account of **NATIONAL OIL** or replacement. Such recommendation will be backed up with prerequisite data where applicable.

3.3 The contract excludes:

- Replacement of stainless steel parts of the body frame.
- Repair or replacement of submersible pumps mechanical or electrical parts in case of damage arising from over voltage, dry running, water in the tank or any abnormal working conditions-evidence for the abnormal working condition has to be there.
- In case of incorrect operation of the Equipment in which the User and his personnel have received from the **CONTRACTOR** instructions on how to operate the Equipment properly
- Accident repairs in the workshop or replacement of parts caused by accident.
- Intervention due to contamination of product.
- Fees charged by statutory and regulatory bodies.
- Intervention on dispensers outside of this Contract.
- Supply of power to dispensers including repair or rewiring of electrical service panel.
- Any act of God.

3.4 Warranty for Equipment

The Supplier of the equipment will provide warranty for manufactures/factory defect for the parts or equipment and related expenses.

The contractor will be will be allowed to read the warranty document where applicable.

NATIONAL OIL's requirements for the following work shall be reimbursed on the measured work basis:

- Replacement of faulty pipelines,
- Special programmes of additions or alterations to equipment.
- Preservative treatment, including painting.
- Supply of advertising or brand identification media.

<p>(SERVICING EQUIPMENT) MAINTENANCE OF LUBRICATING EQPT</p>
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CONTRACTOR undertakes to service and maintain Lubrication Equipment and related installations 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.

1.1 Preventive maintenance: Twice yearly.

The entire equipment will be checked twice yearly. During the maintenance visits, a series of checks will be carried out on all equipment as per an agreed checklist which may be revised from time to time as necessary:

- Lubrication equipment (grease pumps) according to the joint list.

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, fax, telephone or phone SMS.

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 be in good working condition. If this is not the case, **CONTRACTOR** will give an estimated cost to **NATIONAL OIL** to put the affected equipment in order.
- **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 detailed report to enable **NATIONAL OIL** to make 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 and listed.
- Contractor will have a minimum of one stand by unit (Compressor head & motor) per territory for use when site equipment are down for period exceeding one day.

3. FIXED PRICE

The prices for the works include labour, transport, out-of-station expenses and parts for twice yearly preventive maintenance and breakdown calls:

- Lubrication equipment (grease pumps) according to the joint list.

4. EXCLUSIONS FROM FIXED PRICES

The price does not include:

- All repairs (labour and materials) following an accident, wrong use or modification
- Rewinding or change of electrical motors (Specific to units not having phase failure and surge arrestors)
- All fees payable for statutory and regulatory inspections.

Works not covered by this Contract shall be advised to **NATIONAL OIL** in time, giving estimate for repairs.

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.

1.1 WORKING HOURS

Normal working hours to receive calls are: Monday to Friday: 6.00 am to 6.00 pm
Saturday: 6.00 am to 6.00 pm

Normal working hours for intervention are: Monday to Friday : 6.00 am to 6.00 pm
Saturday: 6.00 am to 6.00pm

1.2 REACTIVE MAINTENANCE

To carry out efficient, effective and fast maintenance works, **CONTRACTOR** will maintain one main base in a central location and service centres as a minimum in the territories.

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

<u>PRIORITY:</u>	Urgent cases affecting safety of people and goods or special cases when given by NATIONAL OIL .
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<u>URGENT:</u>	Dealer unable to dispense any one product grade or service and any specific site as may be provided by NATIONAL OIL .
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<u>NORMAL:</u>	Other cases. Cases of breakdowns not stopping the sales and / or normal service station operation.
-----------------------	--

AREA	DISTANCE <u>Radius from service centre</u>	RESPONSE TIME **		
		PRIORIT Y	URGENT	NORMA L

AREA 1	0 - 30 Km from main base	2 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 Sub-Regions	8 H	12 H	24 H

Response time will be as per attachment 1 based on the table above.

The response time is measured in working hours.

1.3 PENALTIES

In cases where **CONTRACTOR** are unable to respect the response times as stipulated, **CONTRACTOR** shall advise **NATIONAL OIL** immediately by fax or 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**

The time and date of the request will form the basis for estimating the completion time. A summary of performances and late calls sheet shall be given to **NATIONAL OIL** for review and action at the beginning of each month for calculation of the deductible amount of the penalty from the contract invoice.

The Penalties will be charged as per the loss of sales formulae for each respective equipment in pages 27 and 30

1.5 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 monthly. **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:

$$\text{MTBF} = (\text{Nb of Days} * \text{Nb of unit}) / (\text{Nb of faults})$$

The target is > 180 – 200 days.

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 pumps and service/lubrication equipment.

They should advise upfront where equipment is beyond repair and where spares availability may become a future concern.

CALCULATION OF COST

1.2 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:

$$P = P_o * (0,15 + 0,30 M/M_o + 0,35 R/R_o + 0,20 G/G_o)$$

Formula in which the indexes are defined as follow:

P : readjusted price

P_o : initial price

M_o : 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.

R_o : 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)

G_o : 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.

Sites

The sites are as listed, but not limited to the ones below. For the one 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 on need basis under the same terms.

i) Mount Kenya Sub-Region

Mt Kenya Stations

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



(SAFETY HEALTH ENVIRONMENT & QUALITY) S.H.E.Q. 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 contractors 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.



COST REDUCTION PROGRAM

1. PROFIT SHARING

To express, on the one hand the partnership between **NATIONAL OIL** and the **CONTRACTOR**, and on the other hand the operational performance, will apply each year to the price the following coefficient when the performances have improved ($T_1 < T_0$):

$$K = 0,10 \times 0,5 \times (T_1/T_0 - 1)$$

formula in which the indexes are defined as follow:

T₁ : intervention ratio for the last four months of the maintenance period

T₀ : intervention ratio for the first four months of the maintenance period

0,5 : to express the 50/50 profit sharing

10 % : estimated part of the proportional costs concerned by a variation of the intervention ratio.

Example :

First 4 months of the maintenance period (beginning of the contract for instance) :

T₀ : **3** intervention / nozzle / year

Last 4 months of the maintenance period:

T₁ : **2** intervention / nozzle / year

$$K = 0,10 \times 0,5 \times (2/3 - 1)$$

$$= -1,66\%$$

so a discount of 1,66% will be applied on the

price.

2. ADDITIONNAL NEW EQUIPMENT

In case of the replacement of a dispensing equipment by a new one, the following formula will apply as a cost reduction program:

Proposal(s)	Cost reduction		
	Year 1	Year 2	Year 3
Change of pumps to new electronic	Discount on the overall cost = 40 % x (Nb of units changed / NATIONAL OIL Nb of units)		
New conversion kits installed for mechanical pumps. Discount applies when batches of conversion kits are installed – Minimum of 30 kits installed per batch.	Discount on the overall cost = 20 % x (Nb of mechanical computers with conversion kit) / (NATIONAL OIL Nb of mechanical computers)		
More than 1 year contract	0	2 % discount	2 % discount
Consumer outlets	15% reduction for dispensing equipment		



Install power stabilisers to protect Electronic pumps	Recommended
Install control box for submersible pumps (Recommended
Install control box for compressors	Recommended

The measures proposed for protection against power fluctuation phase failure are mandatory. They will improve customer satisfaction through higher availability of equipment and also reduce out of contract works by avoiding claims due to phase failure (motor rewinding), electronic boards blown due to power fluctuation or over and under voltage supplied to the

7 SECTION VII – STANDARD FORMS

Notes on standard forms

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



SECTION VII – STANDARD FORMS

- 1 Form of tender
- 2 Price schedules
- 3 Contract form
- 4 Confidential Questionnaire form
- 5 Tender Securing declaration form
- 6 Tender security form
- 7 Performance security form
- 8 Bank guarantee for advance payment
- 9 Bidder's Declaration and Integrity Pact
- 10 Letter of Notification of Award



1 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 No's..... *[insert numbers]* of which is hereby duly acknowledged, we, 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 _____

2 PRICE SCHEDULE OF SERVICES

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

- i. Indicate if the rate presented is inclusive of Reimbursable costs
- ii. Indicate the applicable taxes included in the financial bid
- iii. Rates provided should be submitted in the format below:

Charge Rates for various activities under the terms of this contract which shall be applied for Spare Parts, repairs and other services provided which is not part of the Maintenance Service included in the yearly contract amount (**All prices are net inclusive of VAT**):

SCHEDULE 1: PRICE SCHEDULE FOR THE SPARE PARTS FOR PUMPS.

Item	Particulars	Unit	Qty	Unit Price (Kshs) inclusive of VAT
1	3/4" Nozzle Spouts	No.	1	
2	Pump calibration per nozzle	No.	1	
4	3/4" Nozzle	No.	1	
5	3/4' Delivery Hose	No.	1	
6	Price change	No.	1	
7	Computer wheels 2/3	No	1	
8	Computer wheels 6/7	No	1	
9	Spider gear	No	1	
10	3/4" swivel joint	No	1	
11	Battery pack	No	1	
12	Preset Key Pad	No	1	
13	hose coupling	No	1	
14	1" Hose	No	1	
15	Diaphragm	No	1	
16	Service kit remote control	No	1	
17	Hose clips	No	1	
18	Angle check valve gasket	No	1	
19	1/2" bolts	No	1	
20	V-belt	No	1	
21	PMA Red jacket	No	1	
22	Smart control FE-Petro	No	1	
23	O ring seal for regulating valve	No	1	
24	Conversion kit	No	1	
25	3/4" nozzle main valve	No	1	
26	Top head cover	No	1	
27	Grease gun	No	1	



Item	Particulars	Unit	Qty	Unit Price (Kshs) inclusive of VAT
28	Slim washers	No	1	
29	Base bolts size 15	No	1	
30	2ft Fluorescent tubes	No	1	
31	Chokes	No	1	
32	Electronic pulsar	No	1	
33	ISB board	No	1	
34	Panel locks	No	1	
35	Rewinding of motors	No	1	
36	Contactor	No	1	
37	Micro switch	No	1	
38	Complete twin air hose	No	1	
39	Pump installation	No	1	
40	Warm gear	No	1	
41	Spider gear	No	1	
42	Totalizer	No	1	
43	Flexible connector	No	1	
44	Socket	No	1	
45	Triangular gasket	No	1	
46	Counter flange	No	1	
47	Hex nipples	No	1	
48	IGEM computer (5 Digits)	No	1	
49	IGEM computer(4 Digits)	No	1	
50	Display 1 up (P/No. WM108870001)	No	1	
51	Display 2 up (P/No. WM108880001)	No	1	
52	Display 3 up (P/No. WM108870002)	No	1	
53	Display 4 up (P/No. WM108880002)	No	1	
54	Display 5 up	No	1	
55	Intrinsic barrier	No	1	
56	Preset interface	No	1	
57	Electromechanical totalizer (P/No. WM14753)	No	1	
58	24 VDC power supply	No	1	
59	Preset 12 keys	No	1	
60	Remote control (P/No. 886446001)	No	1	
61	Nozzle boot sensor (P/No. WM159700002)	No	1	
62	Contactor	No	1	
63	Line filter	No	1	
64	Proportional solenoid valve (P/No. WM211810001)	No	1	



Item	Particulars	Unit	Qty	Unit Price (Kshs) inclusive of VAT
65	Intelligent pulser (P/No. 1300817)	No	1	
66	Inlet casting	No	1	
67	Nozzle support (P/No. 1301504)	No	1	
68	Screen filter	No	1	
69	Lip seal (P/No. 3121701)	No	1	
70	Relief valve (P/No. WM1383)	No	1	
71	Magnetic disc (P/No. 1301155)	No	1	
72	Pulsar cable	No	1	
73	O-ring 101.5mm	No	1	
74	O-ring 34.mm	No	1	
75	Flow indicator glass	No	1	
76	External filter	No	1	
77	Piston assy. cup	No	1	
78	Yoke meter	No	1	
79	Washer retaining	No	1	
80	Meter valve	No	1	
81	Shaft crank assy.	No	1	
82	Hose hanger	No	1	
83	Outlet casting	No	1	
84	Rotor and shaft	No	1	
85	Idler	No	1	
86	Check valve assy.	No	1	
87	Float lower assy.	No	1	
88	V-belt	No	1	
89	Motor pulley	No	1	
90	Power Stabilizers 12 Kva	No	1	
90	Pumping unit pulley	No	1	
90	Surge Arrestors	No	1	
91	Energy saving bulb(pump light)	No	1	
92	Wayne motor rewinding	No	1	
93	cup leathers	No	1	
94	crank shaft assembly	No	1	
95	I - Meter	No	1	
96	3/4" Hose extension	No	1	
97	Remote control Igem	No	1	
98	1" Swivel joint	No	1	
99	Motor Relay	No	1	
100	1 1/2" Flexible connector	No	1	
101	PSU , Igem	No	1	



Item	Particulars	Unit	Qty	Unit Price (Kshs) inclusive of VAT
102	PLS bulb	No	1	
103	Tokheim Stuffing box	No	1	
104	Tokheim 262A Pulsar	No	1	
105	Tokheim totalizer cable	No	1	
106	Tokheim Leather caps	No	1	
107	2" Angle check valve	No	1	
108	Motor pulley key	No	1	
109	Motor bearing	No	1	
110	Motor toggling switch	No	1	
111	Motor capacitor	No	1	
112	Motor cover	No	1	
113	Motor tire rods	No	1	
114	1/2 inch spout	No	1	
115	1 inch nozzle	No	1	
116	1 inch nozzle	No	1	
117	1 inch break away	No	1	
118	1 inch swivel joint	No	1	
119	Pump light (energy saver)	No	1	
120	Under pump valve	No	1	
121	Double bump fittings - standard O rings	No	1	
122	Pump fluorescent light	No	1	
123	3/4 Inch delivery hose	No	1	
124	1 Inch delivery hose	No	1	
125	Overload relay	No	1	
126	Pump power supply unit	No	1	
127	Sollatek AVS 30	No	1	
128	¾" VGA Nozzles	No	1	
129	1" VGA Nozzle	No	1	
130	Power supply repair	No	1	
131	Pumping Unit service kit	No	1	
132	Metering Unit Service Kit	No	1	
133	Supply Complete Motor 1.0hp	No	1	
134	Supply Complete Motor 1.0hp	No	1	
135	2.5 sq.mm 4-core SWA from pumps to control panel	Lm	1	
136	2.5 sq. mm 3-core SWA control cable to dispensers	Lm	1	
137	30A Circuit breaker to pump	No	1	
138	15A Circuit breaker to pump	No	1	



Item	Particulars	Unit	Qty	Unit Price (Kshs) inclusive of VAT
139	Cast Iron case transfer pump, 350-600 LPM, (Blackmer or approved equivalent) complete with motor and base plate	Set	1	
140	Cast Iron case transfer pump, 800-1200 LPM, (Blackmer or approved equivalent) complete with motor and base plate			



SCHEDULE 2 PRICE SCHEDULE FOR SPARES FOR AIR GAUGES

	Air gauge Parts	Unit	Qty	Unit Price (Kshs) inclusive of VAT
1	Coned Tailpiece	No	1	
2	Coupling Body - Female	No	1	
3	Coupling Body - Male	No	1	
4	Dial Glass	No	1	
5	Hose Clips	No	1	
6	Integral Adaptor (Tailpiece)	No	1	
7	Jubilee	No	1	
8	Reducer	No	1	
9	Screwed Tailpiece-Male	No	1	
10	Single Tyre Connector	No	1	
11	Speed Coupler	No	1	
12	Twin Air hose 7.2m (25ft) c/w hand control & tyre connector	No	1	
13	Twin hand Control(remote control)	No	1	
14	Twin Hand Control Kit	No	1	
15	Twin Tyre Connector	No	1	
16	Twin Tyre Connector Kit	No	1	
17	Remote control kit	No	1	
18	Rubber washers	No	1	
19	Air horse	LM	1	
20	None return hydraulic gate valve	No	1	
21	Hand lever	No	1	
22	Window glass	No	1	
23	Back plate for mounting air gauge	No	1	
24	Full analogue air gauge	No	1	
25	Gauge stand	No	1	
26	Gauge lockable box	No	1	
27	Grease bay coupling	No	1	
28	Digital air gauge (PCL or approved equivalent)	No	1	
29	Replacement of dial face pointer	No	1	
30	Calibration of air gauges (mandatory every 6 months)	No	1	
31	Statutory inspection of air receivers (mandatory every 24 months)	No	1	



	Air gauge Parts	Unit	Qty	Unit Price (Kshs) inclusive of VAT
32	Painting of one air gauge	No	1	
33	Raw bolt	No	1	
34	PPR pipe 1/2"	No	1	
35	PPR elbow	No	1	
36	PPR sockets etc	No	1	
37	GI pipe 1/2"	No	1	
38	Air water separator	No	1	
39	Volt guard AVS 15A	No	1	
40	2.5 sq. mm 2-core SWA Supply cable to air gauge	Lm	1	



SCHEDULE 3 PRICE SCHEDULE FOR SPARES FOR LUBRICATING EQUIPMENT

	Grease Pumps	UNIT	Qty	Price inclusive VAT (KES)
1	Automatic Air Valve	No	1	
2	APS Hose	No	1	
3	Bottom Kit/Suction Kit	No	1	
4	Air Piston	No	1	
5	Discharge Pipe	No	1	
6	Filter	No	1	
7	Flexible Hose	No	1	
8	Grease Gun	No	1	
9	Grease Gun Adaptor	No	1	
10	Grease Gun Adaptor Kit	No	1	
11	Grease Hose complete	No	1	
12	Grease Gun Kit	No	1	
13	Grease Nipple	No	1	
14	Gasket	No	1	
15	Piston Kits	No	1	
16	Speed Coupler	No	1	
17	Shaft	No	1	
18	Swivel Joint	No	1	
19	Gun Extension Kit	No	1	
20	Supply Complete Pneumatic Grease pump	No	1	
21	Supply complete CC pump	No	1	



SCHEDULE 4 PRICE SCHEDULE FOR SPARES FOR GI PIPING WORKS

Item	Particulars	Unit	Qty	Rate inclusive of VAT
	Suction GI			
1	1 1/2" GI pipe C/B	LM	1	
2	1 1/2" Taper Union	No	1	
3	1 1/2" Angle check valve	No.	1	
4	1 1/2" GI elbows	No.	1	
5	1 1/2" GI hex nipples	No.	1	
6	1 1/2" GI Sockets	No	1	
7	1 1/2" Angle Check Valve	No	1	
8	2 1/2 " Filter pipe 2 - 3 ft.	No	1	
9	2 1/2 " Sockets	No	1	
10	2 1/2 " Cap	No	1	
11	2" Angle check valve	No	1	
12	2" GI pipe	LM	1	
13	2" socket	No	1	
14	2" Cap	No	1	
15	2" Elbow	No	1	
16	2" GI Hex nipples	No	1	
17	2" GI Tapper Union	No	1	
18	1 " Filter pipe 2 - 3 ft.	No	1	
19	1 " Sockets	No	1	
20	1 " Cap	No	1	
21	1 1/2 " Filter pipe 2 - 3 ft.	No	1	
22	1 1/2 " Sockets	No	1	
23	1 1/2 " Cap	No	1	
24	2"-1 1/2" Reducer	No	1	
	Offloading GI			
25	4" Long Nipple 2 - 3 ft.	No	1	
26	4" Socket	No	1	
27	4" Elbow	No	1	
28	4" Nipple	No	1	
29	4" Pipe	LM	1	
30	4" cap	No	1	
	4" Tapper Union	No	1	
	AIR LINE			
31	GI Piping			
32	GI pipe C/B 1/2"	Lm	1	



Item	Particulars	Unit	Qty	Rate inclusive of VAT
33	GI pipe C/C 1/2"	Lm	1	
34	Gate valve 1/2"	No	1	
35	GI Elbow 1/2"	No	1	
36	GI Socket 1/2"	No	1	
37	GI Hex nipple 1/2"	No	1	
38	GI Tee 1/2"	No	1	
39	GI Union 1/2"	No	1	
40	Speed coupler	No	1	
	PPR Piping			
41	PPR pipe 1/2"	No	1	
42	Gate valve 1/2"	No	1	
43	PPR Elbow 1/2"	No	1	
44	PPR Socket 1/2"	No	1	
45	PPR Hex nipple 1/2"	No	1	
46	PPR Tee 1/2"	No	1	
47	PPR Union	No	1	



SCHEDULE 5 PRICE SCHEDULE FOR SPARES FOR UPP PIPES & ACCESSORIES				
	Offloading line to tanks			Unit rate inclusive of VAT
1	Supply and fix 100mm CAMLOCK fill caps to new offloading point	No	1	
2	100mm x 600mm BSP-B Nipple - Galvanized	No	1	
3	100mm Elbows	No	1	
4	100mm socket GI	No	1	
5	110mm Transition coupling	No	1	
6	110mm EF coupler	No	1	
7	100mm table D screw on flanges	No.	1	
8	100mm gaskets	No.	1	
9	110mm flexible UPP pipe	LM	1	
10	100mm ø sch.40 pipe	LM	1	
11	M16x55mm nut, bolt & washer set	Set	1	
12	100mm Banet adaptor complete with dust cap	No.	1	
13	100mm GI Nipples	No.	1	
14	100mm x 1000mm GI C/B Riser pipes	No.	1	
	Dip pipe connection			
15	40mm end caps	No	1	
16	40mm x 400mm Nipple	No	1	
17	50x40mm Reducing bush	No	1	
	Vent line: GI pipe class B			
18	40mm F/F Elbow – Galvanized	No	1	
19	40mm pipe - class C Galvanized	Mtrs	1	
20	40mm F/F Union Tapered	No	1	
21	40mm Hex nipple – galvanized	No	1	
22	Vent brackets	No	1	
23	40mm x 6m vent riser - minimum 6m high	Mtrs	1	
24	Standard 50mm aluminum vapor recovery vent cap.	No.	1	
	Product Line:			
25	40mm x 50mm Reducing bush	No	1	
26	40 x 50 mm Sockets	No	1	
27	40mm Dust Cap/40mm End Cap	No	1	
28	40 x 50mm Hex- nipples	NO	1	
29	50mm elbows	NO	1	



30	Riser nipple 40mm x 300mm	No	1	
31	50mm Dust Cap/50mm End Cap	No	1	
32	50mm non-return valve	No.	1	
33	50mm \varnothing gate valves	No.	1	
34	50mm \varnothing nipples	No.	1	
35	50mm \varnothing Taper Union	Set	1	
36	50mm \varnothing tupy/crane M&F black elbows	No.	1	
37	50mm tupy/crane F/F black elbows	No.	1	
38	50mm Shear Valves	No.	1	
39	50mm \varnothing flange class 150 asbestos fibre gasket	No.	1	
40	63mm EF Tee	No	1	
41	63mm EF Elbow	No	1	
42	63mm EF Couplers	No.	1	
43	63mm x 50mm Male Adapter	No.	1	
44	63mm UPP Flexible primary pipe.	LM	1	
45	63mm \varnothing sch.40 socket	No.	1	
46	63mm Coaxial dual pipe (High pressure)	LM	1	
47	63mmx 50 Taper union	No	1	
48	63mm EF Adaptors	No	1	
49	63mm Termination Union Adapter	No	1	
50	63mm x 40mm Termination Coupling	No	1	
51	110mm Sleeve ducting	LM	1	
52	50mm x 400 mm Double Walls Flexible Connector.	No	1	



SCHEDULE 6 PRICE SCHEDULE FOR MINOR CIVIL WORKS AND LABOUR

Item	Description	Qty	Unit	Price Inclusive Vat
1	Excavate and backfill on soft ground - 300mm x 450mm deep	1	Lm	
2	Lay cable and cover with concrete cable covers as "Hatari" tiles	1	Lm	
3	Fill the duct with clean river sand	1	CM	
4	Provision of skilled labour per hour per Technician	1	Hour	
5	Provision of unskilled labour per hour	1	Hour	
5	Transport one way on loaded journey only			
i	Below one ton	1	Km	
ii	Between 1 to 10 ton	1	Km	
iii	Above 10 ton	1	Km	
6	Night-out allowance per Technician	1	Night	
7	Remove dead stock or water from tank	1	CM	
8	Mileage on calls charged both ways from Sub region base	1	Km	
9	Crane hire per hour	1	Lump	
10	Excavate and backfill on hard ground - 300mm x 450mm deep	1	Lm	
11	Cast concrete class 20	1	CM	

Signature of tenderer _____

Note: The price schedule should capture each and every item chargeable by the tenderer, including any personnel costs where applicable. No hidden costs are acceptable.

- 1. Prices quoted should be inclusive of any applicable taxes – the tenderer should clearly state that their prices are inclusive of VAT where applicable.***

Name & Signature of tenderer (authorized signatory)

Stamp _____

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

3 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20____ between
..... [name of procurement entity] of
..... [country of Procurement entity] (hereinafter called “the Procuring
entity”) of the one part and [name of tenderer] of
..... [city and country of tenderer] (hereinafter called “the tenderer”) of the other
part.

WHEREAS the procuring entity invited tenders for certain materials and spares.
Viz..... [brief description of materials and spares] and has accepted a
tender by the tenderer for the supply of those materials and spares in the sum
of [contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by _____ the _____ (for the Procuring entity).

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

in the presence of _____.



4 CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

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

Branch.....

<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details.....</p>																				
<p>Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																	
1.																	
2.																	
3.																	
4.																	
<p>Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal KShs.</p> <p>Issued KShs.</p> <p>Given details of all directors as follows</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
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1.																	
2.																	
3.																	
4.																	
<p>Date.....Signature of Candidate.....</p>																				



5 TENDER SECURING DECLARATION FORM

(The Bidder shall complete this Form in accordance with the instructions indicated)

Date :.....(*insert date as day, month and year*) of Bid Submission)

Tender No..... (*insert number of bidding process*)

To: **National Oil Corporation of Kenya**

We, the undersigned, declare that:-

- 1 We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.
- 2 We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of (insert number of months or years) starting on (insert date), if we are in breach of our obligation(s) under the bid conditions, because we:-
 - a) have with our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
 - b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity,
 - i) fail or refuse to execute the Contract, if required, or
 - ii) fail or refuse to furnish the Performance Security, in accordance with the ITT
- 3 We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of
 - i) our receipt of a copy of your notification of the name of successful Bidder, or
 - ii) twenty-eight days after the expiration of our Tender
- 4 We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid and the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing shall be in the names of all future partners as named in the letter of intent.

Signed: (*insert signature of person whose name and capacity are shown*) in the capacity of (*insert legal capacity of person signing the Bid Securing Declaration*)

Name: (*insert complete name of person signing the Bid Securing Declaration*)

Duly authorized to sign the bid for and on behalf of: (insert complete name of Bidder)

Date on Day of(*insert date of signing*)



6 FORM OF TENDER SECURITY

WHEREAS(hereinafter called “the Tenderer”) has submitted his tender dated for the construction of
..... (name of Contract)

KNOW ALL PEOPLE by these presents that WE having our registered office at(hereinafter called “the Bank”), are bound unto(hereinafter called “the Employer”) in the sum of KShs..... for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents sealed with the Common Seal of the said Bank this Day of20.....

THE CONDITIONS of this obligation are:

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

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

This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the said date.

[date]

[signature of the Bank]

[witness]

[seal]



7 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]



8 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]



9 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: _____



10 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