

REPUBLIC OF KENYA



**MINISTRY OF PETROLEUM & MINING,
STATE DEPARTMENT FOR PETROLEUM**

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OPEN NATIONAL TENDER

**TENDER FOR SUPPLY, DELIVERY, INSTALLATION, TESTING AND
COMMISSIONING OF SPECIALISED PETROLEUM EQUIPMENT & SOFTWARE**

TENDER NO. MOPM/SDP/OT/05/2018-2019

CLOSING/OPENING DATE: WEDNESDAY, 3rd APRIL, 2019

AT 10.30 AM (EAST AFRICAN TIME).

SERIAL No.....

RECEIPT No.....

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SECTION I – INVITATION TO TENDER

Date: 19th March, 2019

Tender RefNo. MOPM/SDP/OT/05/2018-2019

Tender Name: Tender for Supply, Delivery, installation Testing and Commissioning of Specialized Petroleum Equipment & Software

- 1.1 The Ministry of Petroleum & Mining (State Department for Petroleum) (herein referred to as the Procuring entity) invites sealed bids from eligible candidates for Supply, delivery, Installation Testing and Commissioning of specialized Petroleum Equipment and Software.
- 1.2 Interested eligible tenderers may obtain a complete set of the Tender documents from Supply Chain Management Office, Ministry of Petroleum & Mining, State Department for Petroleum, Room 24-19 on the 24th floor, Nyayo House; upon payment of a **non-refundable fee of Kenya shillings One Thousand (Kshs. 1,000/=)** at the Cash Office located on 21st Floor of Nyayo House during normal working hours from Monday to Friday(excluding any public or gazetted holiday) between 0800 hrs to1300 hrs and 1400 hrs to 1700 hrs payable to Principal Secretary State Department for Petroleum or download from the Ministry's website www.petroleumandmining.go.ke for free or Public Procurement information Portal link <https://www.tenders.go.ke> website. Bidders who download the tender document are advised to submit their information for registration at the Ministry's supplies section located on 24th floor, Nyayo house room 24-19.
- 1.3 Interested bidders may bid for any of the lot(s) but shall not submit partial bids for a specific lot quoted, bidder's whose bids are partially submitted for a lot will be disqualified.
- 1.4 Prices quoted *shall* be inclusive of all Taxes and delivery charges and must be expressed in Kenya Shillings (Kshs) and *shall* remain valid for 150 days (one fifty days) from the date of closing.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes marked tender name and number **Tender for Supply, Delivery, installation Testing and Commissioning of Specialized Petroleum Equipment & Software** to be deposited in the Tender Box marked MOPM-SDP at **Ministry near Reception Area on 24th Floor** or be addressed to:

**The Principal Secretary,
State Department for Petroleum
Ministry of Petroleum and Mining,
P.O. Box 51614-00100,
NAIROBI**

Email: ps@petroleum.go.ke
to be received on or before **3rd April, 2019 at 10.30 Am East Africa time**

1.6 Tenders will be opened immediately thereafter in the presence of the tenderers and/or their representatives who choose to attend the opening at the **Court room located on 24th Floor, Nyayo House.**

1.7 Bulky tenders that do not fit into the tender box shall be submitted at Supply Chain Management Officer's Office located on 24th Floor, Nyayo House Room 24-19 **on or before 3rd April, 2019 at 10.30 A.M.** for registration.

**HEAD, SUPPLY CHAIN MANAGEMENT OFFICE,
FOR: PRINCIPAL SECRETARY**

SECTION II - INSTRUCTIONS TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

- 2.3.1 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.
- 2.3.2 The price to be charged for the tender document shall not exceed Kshs.1 ,000/=
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4. **The Tender Document**

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire

2.4.2 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.

2.5 **Clarification of Documents**

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not 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 that have received the tender document.

2.5.2 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.

2.6 **Amendment of Documents**

2.6.1 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 amendment.

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

2.6.3 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.

2.7 Language of Tender

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

2.8 Documents Comprising of Tender

2.8.1 The tender prepared by the tenderers shall comprise the following components

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14

2.9 Tender Forms

2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.10 Tender Prices

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.10.4 The validity period of the tender shall be 60 days from the date of opening of the tender.

2.11 Tender Currencies

2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

2.12 Tenderers Eligibility and Qualifications

2.12.1 Pursuant to paragraph 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.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;

- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) A detailed description of the essential technical and performance characteristic of the goods;
- (b) A list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and
- (c) A clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

2.14.2 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.

2.14.3 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 paragraph 2.14.7

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22

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

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.8 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 paragraph 2.27
 - or
 - (ii) to furnish performance security in accordance with paragraph 2.28

2.15 Validity of Tenders

2.15.1 Tenders shall remain valid for 150 days or as specified in the Invitation to tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.15.2 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 paragraph 2.14 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.

2.16 Format and Signing of Tender

2.16.1 The Procuring entity 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.

2.16.2 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. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamend printed literature, shall be initialed by the person or persons signing the tender.

2.16.3 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.

2.17 Sealing and Marking of Tenders

2.17.1 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.

2.17.2 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 for Tenders and the words, "**DO NOT OPEN BEFORE, Wednesday 3rd April 2019 at 10.30 a.m East African time.**"

2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.18 Deadline for Submission of Tenders

- 2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 not later than, **Wednesday 3rd April, 2019 at 10.30 a.m East African time.**
- 2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended.

2.19 Modification and Withdrawal of Tenders

- 2.19.0 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 tenders, is received by the Procuring Entity prior to the deadline prescribed for submission of tenders.
- 2.19.1 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.
- 2.19.2 No tender may be modified after the deadline for submission of tenders.
- 2.19.3 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7
- 2.19.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.5 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.

2.20 Opening of Tenders

- 2.20.0 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **Wednesday 3rd April, 2019 at 10.30 a.m East African time.**
- 2.20.1) and in the location specified in the Invitation to Tender.
The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.20.2 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
- 2.20.3 Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.20.4 The Procuring entity will prepare minutes of the tender opening.

2.21 Clarification of Tenders

2.21.0 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 of the tender shall be sought, offered, or permitted.

2.21.1 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.

2.22 Preliminary Examination

2.22.0 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.22.1 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 forfeited. If there is a discrepancy between words and figures the amount in words will prevail.

2.22.2 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.

2.22.3 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The 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.

2.22.4 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 non-conformity.

2.23 Conversion to Single Currency

2.23.0 Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

2.24.0 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.1 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

2.24.2 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 Preference

2.25.0 Preference where allowed in the evaluation of tenders shall not exceed 15%

2.26 Contacting the Procuring entity

2.26.0 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.26.1 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 Tenderer's tender.

2.27 Award of Contract

(a) Post-qualification

2.27.0 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.

2.27.1 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

2.27.2 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

2.27.3 The Procuring entity will award the contract to the successful tenderer(s) 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.

(c) **Procuring entity's Right to Vary quantities**

2.27.4 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) **Procuring entity's Right to accept or reject any or All Tenders**

2.27.5 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

2.28 Notification of Award

2.28.0 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.

2.28.1 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.28.2 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.29 Signing of Contract

2.29.0 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.29.1 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.

2.29.2 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.30 Performance Security

2.30.0 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.30.1 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 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 Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

2.31.0 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

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

2.31.1 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.

2.31.2 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to Instructions to Tenderers

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision 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 REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	Open to firms registered in Kenya
2.3.2	The Tender document shall be obtained upon payment of a non-refundable fee of Kshs. 1,000 payable at the Cash Office on 21 st Floor or downloaded for free from the Ministry's Website; www.petroleumandminig.go.ke or the Government supplies portal www.tenders.go.ke
2.5.1	Interested eligible candidates may obtain further information from and inspect the tender documents at the Ministry of Petroleum and Mining State Department for Petroleum, Nyayo House, at the Supply Chain Management Services unit located on 24th Floor during normal working hours.
2.7.1	Language: English
2.10.2	The Prices quoted in the Price Schedule shall be in Kenya Shillings and shall be inclusive of all taxes, Insurances and delivery charges and <i>shall</i> remain valid for 150 days (one fifty days)
2.10.3	Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and will not be subject to variation on any account.
2.10.4	The Tender Validity Period <i>shall</i> be 150 days from the date of opening of the Tender
2.14.1	Tender security (Bid Bond) equivalent to Kshs 500,000 in form of bank guarantee from a bank licensed and operating in Kenya and recognized by the Central bank of Kenya. Tender security from an Insurance company duly recognized by the Insurance Regulatory Authority and listed in the Public Procurement Regulatory Authority (PPRA) website is also acceptable. The Tender security Must be valid for 180 days from the tender opening date.
2.15.1	Tender Security <i>shall</i> remain valid for 30 days beyond the expiry of the Tender Validity period. A tender security valid for a shorter period <i>shall</i> be rejected by the Procuring entity as non-responsive.
2.17.1	The tenderer <i>shall</i> seal and submit two copies (one original and one copy) of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as Appropriate. The two shall then be sealed in an outer envelope marked with the words " DO NOT OPEN BEFORE Wednesday 3rd April ,2019

2.18	<p>Completed tender documents are to be enclosed in plain sealed envelopes marked with Tender Name, Reference number, and category to be deposited in the Tender Box marked(MOPM-SDP) located on 24th Floor at Nyayo House and/or be addressed to:</p> <p>The Principal Secretary Ministry of Petroleum and Mining State Department for Petroleum P.O. Box 51614-00100, NAIROBI</p> <p>so as to be received on or before Wednesday 3rd April , 2019 NOTE: bulky tender documents which will not fit in the tender box should be delivered to the, State Department for Petroleum, Ministry of Petroleum and Mining 24th Floor, Court room for recording purposes</p>
2.20.1	<p>Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at, State Department for Petroleum, Ministry of Petroleum and Mining on the 24th Floor Tribunal Court Room at 10.30a.m.</p>
2.24	<p>EVALUATION CRITERIA Preliminary evaluation on eligibility. The tenderer shall provide the following mandatory requirements</p> <p>Mandatory Requirements for preliminary evaluation</p> <ul style="list-style-type: none"> i) Attach a Copy of certificate of Incorporation/Registration. ii) Attach a copy of Valid Tax compliance certificate iii) Must provide Tender security of Kshs 500,000/= iv) Physical location (proof by lease agreements or any document to confirm location of the firm) v) Must attach letter from reputable commercial bank confirming the period the tenderer has operated an account with them. The letter should be from a bank recognized and approved by the Central Bank of Kenya. vi) Must duly filled and stamped Confidential Business Questionnaire as provided vii) Must duly filled, Signed and stamped Form of Tender as provided in the tender document viii) Must duly filled and stamped Price schedule of goods and schedule of requirements in the provided format. ix) All pages of submitted tender document must be serialized/ numbered by the tenderer to follow the format 001.... To the last page

	<p>x) Provide a list of shareholders/ partners or directors with their contact details & shareholding (CR12).</p> <p>Note; Preliminary/ Mandatory evaluation shall be Yes/No. Bidders who fail to provide any of the requirements listed above will be disqualified from further evaluation.</p> <p>TECHICAL EVALUATION</p> <p>(a) Must attach brochures that matches the manufacturer’s authorization letter for all listed items in schedule of requirements that are item specific and this forms the basis for evaluation.(20 Marks)</p> <p>(b) Warranty: Provision of a written commitment that the tenderer shall at least provide a one year warranty. (10 Marks)</p> <p>(c) Letter of Manufacturers Authorization from a licensed manufacturer of the Equipment/software tendered for the specific item. Authorization should be addressed to Principal Secretary :Ministry of Petroleum and Mining.(State Department for Petroleum) (10 Marks)</p> <p>(d) The bidder shall provide reference for at least three previous similar assignments done in form of LSOs, LPOs and contracts. (15 Marks –each assignment 5 marks)</p> <p>(e) Attach copies of certified bank statements for a period of 12 months (5 Marks)</p> <p>(f) Provide a letter stating ability to facilitate after sale services in relation to the equipment/ software awarded for supply.(10 Marks)</p> <p>(g) Training:- provide detailed program and training period on the usage of the equipment and software. (15 Marks)</p> <p>(h) Provide detailed programme for testing and commissioning of the specialized equipment. (15 marks)</p> <p>Non –conformity to the technical specification set out in the tender will render any submission technically non-responsive.</p> <p>Only tenderers who score above 70% of the total marks in the technical evaluation SHALL proceed to the next stage of financial evaluation</p>
2.27.4	<p>Award criteria</p> <p>The Procuring entity will award the contract to the successful tenderer whose tender has been determined to be responsive and is the lowest evaluated and technically responsive bidder.</p> <p>Award of the tender shall be based on Lots and NOT individual Items within the Lots.</p> <p>Award of the tender may be subjected to prevailing market prices and due diligence.</p>

	Due diligence may be carried out by the evaluation committee to ascertain that the information provided is true. False information SHALL amount to immediate disqualification of the tenderer. Only tenderers recommended for award shall be visited

2.30	<p><i>Performance Security</i></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 or in the form of a bank guarantee drawn by a bank licensed and operating in Kenya or a foreign bank recognized by the Central Bank of Kenya</p>
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SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

3.1.1 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 Goods" means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) "The Procuring entity" means the organization purchasing the Goods under this Contract.
- (e) "The Tenderer" means the individual or firm supplying the Goods under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

3.3 Country of Origin

3.3.1 For purposes of this clause, "Origin" means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

3.4 Standards

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.5 Use of Contract Documents and Information

3.5.1 The tenderer shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

3.6 Patent Rights

3.6.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity's country

3.7 Performance Security

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

3.7.2 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.

3.7.3 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 bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

3.7.4 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 obligations under the Contract, including any warranty obligations, under the Contract

3.8 Inspection and Tests

3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods 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.

3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. 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.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.

3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 **Packing**

3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

3.10 **Delivery and Documents**

3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

3.11 **Insurance**

3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

3.12 **Payment**

3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract

3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

3.13 **Prices**

3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

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

3.13.3 Where contract price variation is allowed, the variation shall not exceed 15% of the original contract price.

3.13.4 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

3.14. Assignment

- 3.14.1 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

3.15 Subcontracts

- 3.15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

3.16 Termination for default

- 3.16.1 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 deliver any or all of the goods 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
- 3.16.2 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, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

3.17 Liquidated Damages

- 3.17.1. If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.18 Resolution of Disputes

- 3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract
- 3.18.2 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 adjudication under the Nairobi Centre for International Arbitration seated in Kenya as

per Kenyan laws. Failing agreement to concur in the appointment of an arbitrator, the arbitrator

3.19 Language and Law

- 3.19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

3.20 Force Majeure

- 3.20.1 The tenderer 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.

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 goods being procured. In preparing Section IV, the following aspects should be taken into consideration.

- (a) Information that complement provisions of Section III must be incorporated and
- (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the goods being procured must also be incorporated.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

- 4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.
42. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1 Performance security	Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish the Procuring entity the performance security of 10% of the contract Price in the format of the Performance Security Form provided in the tender document or in the form of a bank guarantee drawn by a bank licensed and operating in Kenya or a foreign bank recognized by the Central Bank of Kenya.
3.12.1 Payments	Payments shall be processed after goods are delivered, inspected and accepted and a certificate issued.
3.81. Inspection and test	Goods will be inspected and tested for conformity to specifications before receipt.
3.18.1 Resolutions of disputes	<p>The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract</p> <p>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 adjudication under the Nairobi Centre for International Arbitration seated in Kenya as per Kenyan laws. Failing agreement to concur in the appointment of an arbitrator, the arbitrator</p>
3.13	There shall be no price variation for a period of 12 months.
3.10	The delivery period shall be between four to six (4-6) weeks

3.12	Payments shall be made upon successful delivery, installation, testing and commissioning and all inspection done by the appointed committee of software and equipment.
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SECTION V - TECHNICAL SPECIFICATIONS

5.1 General

- 5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply
- 5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 5.1.4 The tenderers are requested to present information along with their offers as follows:
- (i) Shortest possible delivery period of each product
 - (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

5.2 PARTICULARS

TECHNICAL SPECIFICATIONS FOR SPECIALIZED PETROLEUM EQUIPMENT & SOFTWARE

These specifications describe the requirements for the specialized equipment and software..

1. Tenderers must indicate on the specifications brochures whether the specialized equipment offered comply with each specified requirement.
2. All the dimensions and capacities of the equipment's to be supplied shall not be less than those required in these specifications.
3. The tenderers' are requested to present information along with their offers as follows:
 - (iii) Shortest possible delivery period of each product
 - (iv) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

SPECIALIZED GEOPHYSICAL EQUIPMENTS AND SOFTWARE

LOT 1:	
1A: GRAVIMETER (No. 1)	
Technical Specifications:	
Weight:	5.2 kg (11.5 lbs.) including batteries
Sensor Type:	Fused quartz using electrostatic nulling
Reading resolution:	1 micro Gal
Standard deviation:	< 5 micro Gal
Operating range:	8,000 mGal without resetting
Residual drift:	< 20 micro Gal/day
Uncompensated drift:	< 200 micro Gal/day
Automatic tilt compensation:	±200 arcseconds
Tares:	Typically, < 5 micro Gal for shocks up to 20 g
Automated corrections:	Tide, instrument tilt, temperature, noisy sample filter, seismic noise filter, drift.
Data output rate:	User selectable up to 10 Hz
Touch-free operation:	Handheld Tablet with Bluetooth

Battery Capacity:	2 X 6.8 Ah (10.8 V) rechargeable lithium smart batteries. Full day operation at 25 °C (77 °F)
Power consumption:	5.2 Watts at 25 °C (77 °F)
Operating temperature:	-40 °C to + 45 °C (-40 °F to 113 °F); Optional high temperature version to +55 °C
Data output:	USB and Bluetooth

NB: Supplier should include four day testing and commissioning of the Equipment.

1B: MAGNETOMETER (No. 2)	
Technical Specifications:	
Operating Range:	20,000nT to 100,000nT
Noise:	<0.008nTvHz-RMS
Heading Error:	1.5nT including backpack and GPS
Gradient Tolerance:	>20,000nT/m
Temperature Drift:	<0.05nT per °C
Cycle rate:	0.1sec to 1hr
Data Storage:	Non-volatile RAM, suitable for 12 hours continuous data acquisition
Communication:	RS232 serial
Power:	24V DC rechargeable Gel Cell batteries. 6 hours operation as Magnetometer and GPS.
Operating modes:	<ul style="list-style-type: none"> - mapped survey - Simple survey - Base Station - Search
Operating Temperature:	-25°C to +50°C
ToolKit	

NB: Supplier should include four (4) day testing and commissioning of the equipment.

LOT 2:	
2A. TEM RECEIVER and TRANSMITTER (No. 1)	
Technical Specifications:	
Dimensions:	43cm x 25cm x 25cm
Weight:	15kg
Measured Quantity:	Rate of decay of induced magnetic field along 3 axes, in nV/m ² .
Exploration Depth:	Above 500m
EM Sensor: Air-cored coils. Fluxgate or SQUID magnetometers.	
Channels: 1 channel used sequentially for 3 components, or 3 channels for 3 component simultaneous operation.	
Time Gates: 20 gates covering 2-time decades or 30 gates covering 3-time decades.	
Dynamic Range: 29 bits (175 dB).	
Base Frequency: 0.3, 0.75, 3, 7.5, 30, 75 and 285 Hz or 0.25, 0.625, 2.5, 6.25, 25, 62.5 and 237.5 Hz.	
Integration Time: 0.5, 2, 4, 8, 15, 30, 60 or 120 s.	
Display: 240 x 64 dot graphic LCD.	
Data Handling: Solid-state memory for 25,000 data-sets, RS232 or USB output.	
Synchronization: Reference cable or, optionally, highly stable quartz crystal.	
Power Supply: 12 V rechargeable battery for 8 h continuous operation.	
Operating Temperature: 40°C to +50°C.	
12V Rechargeable Batteries (2)	
Toolkit	

NB: Supplier should include four (4) days testing and commissioning of the Equipment

2B. MAGNETO TELLURIC (No. 1)	
Technical Specifications:	
Number of Channels:	1 to 5
Input range:	25mV 1200mV with practical dynamic range of 130dB
Input Impedance:	> 1 Megohm
Frequency range:	1/2000 Hz to 1K Hz (MT), 1 Hz to 10k Hz (AMT. CSAMT options), 0.25ms to 16 sec windows (LowTEM options)
Power line Filtering:	Digital notch at all odd/even, harmonics better than 40Db
Other Filtering:	Low pass, high pass, bandpass, etc.
Timing accuracy:	Better than ± 1 microsecond, locked to UTC (very high stability oven-controlled oscillator synchronized to GPS)
Calibration:	Automatic self-calibration for box and external sensors
Processor:	16-bit CPU for control functions, 24-bit DSP for high speed processing
Memory:	Flash memory 2Mb to 32Mb larger memory on request
ADC:	24 bits (MT. LowTEM) 18 - 20 bits (AMT. CSAMT options)
Data Transfer / Set Up:	To PC via fast parallel port on site or in base camp.
Dimensions:	230mm x 225mm x 110mm
Weight:	Approx. 4kg
Input Power:	Any suitable 12V battery
Controls:	On/Off switch
Indicators:	High visibility LED to signal operating status (GPS lock. acquisition status, etc.)
Connectors:	External battery; GPS antenna; magnetic sensor input; parallel I/O port; ground; electric field (binding posts)
Power Consumption:	9 watts
Operating range:	20°C to +50° C suitable for transport in bush vehicles & operable in light rain.

NB: Supplier should include four (4) days testing and commissioning of the Equipment

LOT 3:
3. RESISTIVITY METER (No. 1)
Technical Specifications:
Casing: Rugged Aluminum case meets IEC IP 66.
Compatibility: Computer PC compatible.
Display LCD: 200 x 64 pixels, 8 lines of 40 characters.
I / O ports: Multifunction connector with current and potential including RS232 communication for external devices as PC, LOG and Imaging.
Connectors: Banana connectors for current and potential.
<u>Receiver</u>
Isolation Input channel: Galvanically separated.
Input Voltage Range: + / - 400 V.
Input Impedance: 10 MOhm minimum.
Precision: Better than 0.1 % (in the range 4 – 200 ohm at 1 s integration).
Accuracy: 1 % typical.
Resolution: Theoretical 30 nV.
Dynamic range: Up to 140 dB plus 64 dB automatic gain (at 1 sec integration).
Automatic ranging: + / - 2.5 V; + / - 10 V; + / - 400 V.
<u>Transmitter</u>
Output power: 100 W.
Current transmission: True Current Transmitter.
Output Current: Accuracy Better than 0.5 % at 100 mA.
Output Current: 1, 2, 5, 10, 20, 50, 100, 200, 500, 1000 mA (operator set or auto ranging).
Maximum Output Voltage: +/- 400 V (800 V peak-to-peak).
Cycle type in resistivity mode: Plus-Minus-Minus-Plus.
Cycle type in IP mode: Plus-Zero-Minus-Zero.
ToolKit

NB: Supplier should at include four (4) days testing and commissioning of the Equipment

LOT 4:

4. Arc GIS Desktop Pro 1.0 (or latest Version): Concurrent Use licensing (Five – 5 Users):

A Concurrent Use license to enable multiple users to share access to ArcGIS Desktop applications from any computer on a network or from a virtual machine.

(Training for Two weeks)

LOT 5:

5. CorelDraw Graphics Suite:

Multi-Seat license: single serial number for use by several registered users
(Five – 5) Users

The suite should offer the following: -

- a) Drawing tools
- b) User Interface
- c) Image Editing
- d) Typography
- e) Accessing Design Assets
- f) Layout Tools
- g) Web: Publish to Word Press, Design in pixels
- h) Design Workflow
- i) Printing & Publishing
- j) Performance
- k) Deployment and Automation
- l) Learning Materials and Documentation
- m) Content: Professional clipart, High-quality photos, Specialized fonts, Design templates
- n) Choices: User account capability for management.
- o) Up-Gradable Suite: Upgrade for CorelDRAW Graphics Suite 2018 to get future releases of CorelDRAW Graphics Suite.
- p) Multi-Seat license: single serial number for use by several registered users
(Five – 5)
- q) Subscription: Annual Subscription

System Requirements

- Microsoft Windows 10, Windows 8.1 or Windows 7, in 32-bit or 64-bit, all with latest Updates and Service Pack
- Intel Core i3/5/7 or AMD Athlon 64
- 2 GB RAM
- 1 GB hard disk space
- Multi-touch screen, mouse or tablet
- 1280 x 720 screen resolution at 100% (96 dpi)
- Microsoft Internet Explorer 11 or higher
- Microsoft .Net Framework 4.6
- DVD drive (required for box installation)
- Internet connection required to sign in to authenticate CorelDRAW Graphics Suite, receive performance and stability updates, access online content, and use some features, such as QR Codes or the Content Exchange. You can use CorelDRAW Graphics Suite offline provided you connect to the Internet at least once a month so that we can validate your software license.
- Software should Support the following File Formats
 - *Vector Files*: CDR, SVG, AI, VSD
 - *Bitmap Files*: EPS, PNG, PSD, TIF, ICO, GIF, JPG, DNG, BMP, CPT
 - *Other Files*: PDF, DXF, DWG, RTF, PUB, EXE, PS, PRN, HTM

(Training for one week)

LOT 6:

6. Oasis Montaj 3 user licences for the period 2019/2020,

a) Annual Maintenance of the 3 Oasis Montaj following Licences:

- i. REFA6URK
- ii. RJDNFQ7S
- iii. HT5T7S3C

b) Procurement of Additional Modules for licences:

- i. Montaj™ Gravity and Terrain Correction (for 1 license)
- ii. GM-SYS Inter. Profile Modelling (for 2 licenses)
- iii. Montaj™ MAGMAP Filtering (for 2 licenses)
- iv. Depth To Basement (for 2 licenses)
- v. Montaj™ Grav/Mag Interpretation (for 2 licenses)

(Training for Two weeks)

LOT 7:

7. Kingdom Suite: Network Multiple user (five – 5 users) License.

An interpretation software that will provide the following Bundles and modules:

- 2D/3DPAK
- Earth PAK
- VuPAK
- AVOPAK
- Rock Solid
- 1D Synthetics (GeoSyn 1D)
- 2D Seismic Petrophysics (GeoSyn 1D)
- Geosteering
- Microseismic
- VelPAK
- Inversion
- Petra

System Requirements

Hardware, system, and database requirements

The Kingdom client software has the following hardware, system and database requirements:

Hardware:

- Minimum: 64-bit quad-core machine with 8 GB of physical RAM
- Recommended: 64-bit processor with 8 CPU cores and 16 GB of physical RAM or higher
- Recommended: Graphics card: Video cards that support CUDA 4.x have at least 1 GB of graphic card memory

Operating System Options:
Windows 7 SP 1 (64-bit)
Windows 8
Windows 10
Windows 2008 R2 Server (Citrix based applications)
Windows 2012 Server (Citrix based applications)

Databases:
Oracle (User Installation) 10G and 11G (The client and server should be the same version.)
Oracle (User Installation) 12C
SQL Server (User Installation) 2008 R2
SQL Server (User Installation) 2012
SQL Server Express 2008 R2 SP1
SQL Server Express 2012 SP2 (Kingdom is not compatible with SP3)

Hardware Requirements for Fault Attributes:

Utilizes algorithms to generate 3D seismic attributes that are specifically tuned for fault and fracture interpretation.

- i. Video cards that support CUDA 4.x,
- ii. At least 1GB of graphic card memory, and
- iii. Be updated with the latest video driver supporting Open GL 2.0+,
- iv. License server version 8.5.5. which is a 64-bit application and requires a 64-bit computer.

(Training for two weeks)

SECTION VI - SCHEDULE OF REQUIREMENTS

Tender Number: MOPM/SDP/OT/05/2018-2019

Description: Supply, delivery, Installation, testing and commissioning of specialized Petroleum Equipment and Software.

S/NO	ITEM DESCRIPTION	QTY	Delivery Schedule in Weeks
LOT 1	(a) GRAVIMETER as per specifications	1	Four to six weeks
	(b) MAGNETOMETER as per specifications	2	
	4 days for testing and commissioning		

LOT 2	(a)TEM RECEIVER AND TRANSMITTER as per specifications	1	Four to six weeks
	(b)MAGNETO TELLURIC as per specifications	1	
	4 days for testing and commissioning		

LOT 3	RESISTIVITY METER as per specifications	1	Four to six weeks
	4 days for testing and commissioning		

SOFTWARE			
LOT 4	ARC GIS DESKTOP PRO.1.0(5 USERS) as per specifications	1	Four to six weeks
	TWO WEEKS OF TRAINING		

LOT 5	COREL DRAW GRAPHIC SUITE- (5 USERS) as per specifications		Four to six weeks
	One Week of Training		

LOT 6	Oasis Montaj 3user licenses for period 2019-2020 and training two weeks (a) Annual maintenance of the 3 OasisMontaj following licenses:- (i)REFA6URK (ii) RJDNEQ7S (iii)HT5T7S3C as per specifications	3 Licenses	Four to six weeks
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	<p>(b) Procurement of Additional Modules for licenses:</p> <ul style="list-style-type: none"> i. Montaj™ Gravity and Terrain Correction (for 1 license) 1 ii. GM-SYS Inter. Profile Modelling (for 2 licenses) 2 iii. Montaj™ MAGMAP Filtering (for 2 licenses) 2 iv. Depth To Basement (for 2 licenses) 2 v. Montaj™ Grav/Mag Interpretation (for 2 licenses) 2 <p>as per specifications</p>		Four to six weeks
	Two Weeks Training		

LOT 7	Kingdom Suite: Network Multiple user (five – 5 users) License. as per specifications	1	Four to six weeks
	Two Weeks Training		

VII -PRICE SCHEDULE FOR GOODS

S/NO	ITEM	QTY	UNIT PRICE(KSHS)	TOTAL (KSHS)	Delivery schedule
LOT 1	(a) GRAVIMETER as per specifications	1			
	(b) MAGNETOMETER as per specifications	2			
	GRAND TOTAL for a & b (Kshs)				

	ITEM	QTY	UNIT PRICE(KSHS)	TOTAL (KSHS)	Delivery schedule
LOT 2	(a) TEM RECEIVER and TRANSMITTER as per specifications	1			
	(b) MAGNETO TELLURIC as per specifications	1			
	GRAND TOTAL (Kshs)				

	ITEM	QTY	UNIT PRICE(KSHS)	TOTAL (KSHS)	Delivery schedule
LOT 3	RESISTIVITY METER as per specifications	1			
	TOTAL COST (Kshs)				

SOFTWARES

	ITEM	QTY	UNIT PRICE(KSHS)	TOTAL (KSHS)	Delivery schedule
LOT 4	Arc GIS Desktop pro.1.0(5 Users) as per specifications	1			
	Two Weeks Training				
	TOTAL COST (Ksh)				

LOT 5	ITEM	QTY	UNIT PRICE(KSH S)	TOTAL (KSHS)	Delivery schedule
	Corel Draw Graphic Suite- (5Users)	1			
	as per specifications				
	One Week Training				
	TOTAL COST (Ksh)				

LOT 6	ITEM	QTY	UNIT PRICE(KSHS)	TOTAL (KSHS)	Delivery schedule
	Oasis Montaj 3user licenses for period 2019-2020 (a) Annual maintenance of the 3OasisMontaj following licenses (i) REFA6URK (ii) RJDNFQ7S (iii) HT5T7S3C as per specifications	3 Licenses	Quote one price for the whole package		
	(b)Procurement of Additional Modules for licenses: I. Montaj™ Gravity and Terrain Correction (for 1 license) II. GM-SYS Inter. Profile Modelling (for 2 licenses) III. Montaj™ MAGMAP Filtering (for 2 licenses) IV. Depth To Basement (for 2 licenses) V. Montaj™ Grav/Mag Interpretation (for 2 licenses) as per specifications	1 License 2 License 2 License 2 License 2 License	Quote one price for the whole package		
	Two Weeks Training				
	GRAND TOTAL (Ksh)				

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	ITEM	QTY	UNIT PRICE(KSHS)	TOTAL (KSHS)	Delivery schedule
LOT 7	Kingdom Suite: Network Multiple user (five – 5 users) License. as per specifications	1 License			
	Two Weeks Training				
	TOTAL COST (Ksh)				

NOTE

1. Please note that bidders will be required to quote one price for Lot 6 (a) and (b) as a total cost for supplying the three licenses and five licenses as a package respectively.
2. Lot 1, 2 and 3 requires four days for testing and commissioning
3. bidders are required to indicate their delivery schedule.

In case of discrepancy between unit and total price where applicable, the unit price shall prevail.

Signature, date and stamp of the Tenderer_____

SECTION VIII - STANDARD FORMS

Notes on the sample Forms

1. Form of Tender - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
3. Tender Security Form - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
4. Contract Form-The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
5. Performance Security Form - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
6. Bank Guarantee for Advance Payment Form - When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.
7. Manufacturers Authorization Form - When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

8.1 **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 Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (..... *(insert equipment description)* 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 deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of 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. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

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

Dated this _____ day of _____ 20 _____

[Signature]

[In the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 **CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM**

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

<i>Part 1 – General:</i>			
Business Name			
Location of business premises.			
Plot No.....		Street/Road	
Postal Address		Tel No.	Fax
E mail			
Nature of Business			
Registration Certificate No.			
Maximum value of business which you can handle at any one time – Kshs.			
Name of your bankers		Branch	
Part 2 (a) – Sole Proprietor			
Your name in full		Age	
Nationality		Country of origin	
Citizenship details			
Part 2 (b) Partnership			
Given details of partners as follows			
Name	Nationality	Citizenship Details	Shares
1.....			
2.....			
3.....			
Part 2 (c) – Registered Company			
Private or Public			
State the nominal and issued capital of company-			
Nominal Kshs.		Issued Kshs.....	
Given details of all directors as follows			
Name	Nationality	Citizenship Details	Shares
1.....			
2.....			
3.....			
Date		Signature of Candidate	

- If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth Naturalization or registration.

8.3 TENDER SECURITY FORM

Whereas [name of the tenderer] (hereinafter called "the tenderer") has submitted its tender dated..... [date of submission of tender] for the Supply, delivery, installation of petroleum software, license, maintenance and training services [name and/or description of the equipment] (hereinafter called "the Tender") KNOW ALL PEOPLE by these presents that WE of having our registered office at (Hereinafter called "the Bank"), are bound unto [name of Procuring entity] (hereinafter called "the Procuring entity") in the sum of For which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20 _____.

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

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

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

[signature of the bank] _____
(Amend accordingly if provided by Insurance Company)

8.4 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 goods] and has accepted a tender by
the tenderer for the supply of those goods in the sum of [contract
price in words and figures] (hereinafter called “the Contract Price).

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 via:
 - (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 tender hereby covenants with the Procuring entity to provide the goods 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 provisions of the goods 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

(Amend accordingly if provided by Insurance Company)

8.5 PERFORMANCE SECURITY FORM

To
[name of 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 of goods] (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 figure] 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 you 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 _____

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.6 MANUFACTURER’S AUTHORIZATION FORM

To *[name of the Procuring entity]*

WHEREAS*[name of the manufacturer]*
who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]* do hereby authorize *[name and address of Agent]* to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. *[reference of the Tender]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

[signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent.

8.7 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 shall be required to provide performance security in the terms and manner prescribed in the tender document

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

8.8 FORM RB 1

**REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical
address.....Fax No.....Tel. No.....Email, hereby request the Public
Procurement Administrative Review Board to review the whole/part of the above mentioned
decision on the following grounds , namely:-

- 1.
 - 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
 - 2.
- etc

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day
of20.....

SIGNED
Board Secretary