



**REPUBLIC OF KENYA**

**MINISTRY OF PETROLEUM AND MINING  
STATE DEPARTMENT FOR PETROLEUM**

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**TENDER No. MOPM/SDP/OIT/07/2020-2021  
FOR  
PROVISION OF METERING SERVICE AND TECHNICAL SUPPORT FOR  
DISPENSING LIQUEFIED PETROLEUM GAS (LPG) FROM 6KG LPG  
CYLINDERS FITTED WITH CAMPING VALVES - FRAMEWORK  
CONTRACT**

*RECEIPT NUMBER. ....*

**CLOSING DATE AND TIME 6<sup>th</sup> JANUARY 2021 AT 10:00AM (EAST AFRICA TIME)**

***ALL TENDERERS ARE ADVISED TO READ CAREFULLY THIS TENDER  
DOCUMENT IN ITS ENTIRETY BEFORE MAKING SUBMISSION.***

**DECEMBER 2020**

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## SECTION I – INVITATION TO TENDER

Date: **8<sup>th</sup> December 2020**

**TENDER REF NO. MOPM/SDP/OIT/07/2020-2021**

**TENDER NAME: TENDER FOR PROVISION OF SMART METERING SERVICE AND TECHNICAL SUPPORT FOR DISPENSING LIQUEFIED PETROLEUM GAS (LPG) FROM 6KG LPG CYLINDERS FITTED WITH CAMPING VALVES**

**1.1** The Ministry of Petroleum and Mining (MOPM/SDP) (herein referred to as the Procuring entity) invites sealed tenders from eligible tenderers for Provision of Smart Metering service and technical support for dispensing Liquefied Petroleum Gas (LPG) from 6kg LPG cylinders fitted with camping valves on a three (3) years framework contract renewable annually subject to satisfactory performance. The tender specifications are detailed in the Tender Documents.

**1.2** The tender specifications are detailed in the Tender Documents:

<b>ITEM No.</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>TENDER SECURITY (KES / USD)</b>	<b>CATEGORY FOR BIDDERS</b>
1	PROVISION OF SMART METERING SERVICE AND TECHNICAL SUPPORT FOR DISPENSING LIQUEFIED PETROLEUM GAS (LPG) FROM 6KG LPG CYLINDERS FITTED WITH CAMPING VALVES	40,000 (Annually projected)	KES 2,000,000 (USD 20,000)	INTERNATIONAL OPEN TENDER

**1.3** Interested eligible tenderers may obtain further information from Head, Supply Chain Management unit, Ministry of Petroleum & Mining, State Department for Petroleum, Room 20-21 on 21<sup>st</sup> floor, Nyayo House.

**1.4** Interested eligible bidders may obtain a complete set of the Tender documents from the Supply Chain Management Office, Ministry of Petroleum and Mining, State Department for Petroleum, Room 20-21 on the 21<sup>st</sup> floor, Nyayo House upon payment of a **non-refundable fee of Kshs. 1,000/= (Kenya shillings One Thousand)** at the Cash Office located on 21<sup>st</sup> Floor of Nyayo house during normal working hours from Monday to Friday between 0800hrs to 1700hrs (East Africa Time).

A complete tender document can also be obtained free of charge from the Ministry's website. [www.petroleumandmining.go.ke](http://www.petroleumandmining.go.ke) or the Government supplies portal [www.tenders.go.ke](http://www.tenders.go.ke)

**1.5** Tenderers may obtain clarification on the tender document from the Head, Supply Chain Management office Ministry of Petroleum and Mining, State Department for Petroleum,

Nyayo House, 21<sup>st</sup> floor during normal working hours from Monday to Friday between 0800hrs to 1700hrs (East African Time) or on the following email address: [supplychain@petroleum.go.ke](mailto:supplychain@petroleum.go.ke)

- 1.6 Prices quoted should be net inclusive of all taxes, should be in Kenya shillings (Kshs) or US Dollars or any other freely convertible currency and shall remain valid for a period of one hundred and fifty (150) days from the closing date of the tender.
- 1.7 **There shall be a mandatory pre-bid meeting to be held on 17<sup>th</sup> December 2020 at 11:00 am EAT at Nyayo house, 23rd floor where the details of the tender shall be clarified. The tenderers who attend will be issued with the certificate of attendance which shall be submitted with the tender as part of the bid document.**
- 1.8 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender Name, and reference number to be deposited in the Tender Box marked MOPM-SDP located **on 21<sup>st</sup> Floor, Nyayo house** or be addressed to:

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

so as to be received on or before **6<sup>th</sup> January 2021 at 10.00 am EAT.**

- 1.9 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at Ministry of Petroleum and Mining, State Department for Petroleum, Nyayo House building, at the Conference Room on 23<sup>rd</sup> Floor.
- 1.10 Preferences and reservations schemes as prescribed in the Public Procurement and Asset Disposal Act; 2015 and the attendant regulations shall apply.
- 1.11 All pages of submitted tender documents must be serialized/numbered by the tenderer to the last page.
- 1.12 The tender is only open to those who meet the requirements for eligibility.
- 1.13 Tender documents to be submitted manually including samples.

**PRINCIPAL SECRETARY  
STATE DEPARTMENT FOR PETROLEUM**

## **SECTION II- INSTRUCTION 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.

### **2.1 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.

### **2.2 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** All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

### **2.3 The Tender Document**

- 2.3.1** 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
- xiv) Bidder's Declaration and Integrity Pact

**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 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.

**2.4.2** 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 amendment.

**2.5.2** 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.

**2.5.3** **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- English**

**2.6.1** 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.



## **2.7 Documents Comprising of Tender**

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

- 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.

## **2.8 Tender Forms**

2.8.1 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.

## **2.9 Tender Prices**

2.9.1 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

2.9.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances (local) and delivery.

2.9.3 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

2.9.4 The validity period of the tender shall be 150 days from the date of opening of the tender.

## **2.10 Tender Currencies**

2.10.1 Prices shall be quoted in US Dollars or Kenya Shillings or in any other freely convertible currency unless otherwise specified in the Appendix to Instructions to Tenderers.

## **2.11 Tenderers Eligibility and Qualifications**

2.11.1 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.

2.11.2 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.

2.11.3 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, and or should be able to provide qualified personnel within 2 weeks at tenders own cost to carry out technical support for the goods tendered for.

## **2.12 Goods Eligibility and Conformity to Tender Documents**

2.12.1 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.

2.12.2 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.

2.12.3 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.

2.12.4 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.

## **2.13 Tender Security**

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

- 2.13.2 Tender security (Bid bond) of either Kenya Shillings Two Million Only (Kshs 2,000,000) or United States Dollars Twenty Thousand only (US\$ 20,000); in form of a Bank guarantee from a bank licensed and operating in Kenya or another bank 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 of Kenya (PPRA) website is also acceptable. This *shall* be in the format provided in the tender document
- 2.13.3 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.
- 2.13.4 The tender security shall be denominated in Kenya Shillings or in United States Dollars (USD), 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.
- 2.13.5 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.
- 2.13.6 Unsuccessful Tenderers' tender 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.
- 2.13.7 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.
- 2.13.8 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 2.29; or
    - ii) to furnish performance security in accordance with paragraph 2.30.

## **2.14 Validity of Tenders**

- 2.14.1 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.
- 2.14.2 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.

## **2.15 Format and Signing of Tender**

- 2.15.1 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.
- 2.15.2 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 un-amended printed literature, shall be initialed by the person or persons signing the tender.
- 2.15.3 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.

## **2.16 Sealing and Marking of Tenders**

- 2.16.1 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.
- 2.16.2 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 6<sup>th</sup> January 2021 at 10:00am (EAST AFRICA TIME).**”
- 2.16.3 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”.
- 2.16.4 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.

## **2.17 Deadline for Submission of Tenders**

- 2.17.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 **not later than 6<sup>th</sup> January 2021 at 10:00a.m (East Africa Time).**
- 2.17.2 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.

## **2.18 Modification and Withdrawal of Tenders**

- 2.18.1 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 tenders, is received by the Procuring Entity prior to the deadline prescribed for submission of tenders.
- 2.18.2 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.

- 2.18.3 No tender may be modified after the deadline for submission of tenders.
- 2.18.4 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 paragraph 2.14.8.
- 2.18.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.18.6 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.

## **2.19 Opening of Tenders**

- 2.19.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend on **6<sup>th</sup> January 2021 at 10:00am (East Africa Time)** and in the location specified in the Invitation to Tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.19.2 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.
- 2.19.3 The Procuring entity will prepare minutes of the tender opening.

## **2.20 Clarification of Tenders**

- 2.20.1 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 of the tender shall be sought, offered, or permitted.
- 2.20.2 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.

## **2.21 Preliminary Examination**

- 2.21.1 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.
- 2.21.2 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 forfeited. If there is a discrepancy between words and figures the amount in words will prevail

2.21.3 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.

2.21.4 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.

2.21.5 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 non-conformity.

## **2.22 Conversion to Single Currency**

2.22.1 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.

## **2.23 Evaluation and Comparison of Tenders**

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

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

2.23.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

## **2.24 Joint Venture**

2.24.1 Joint Ventures or Consortia submitted in the tender as partners shall comply with the following requirements:

- (a) A copy of the duly signed and sealed agreement entered into by the joint venture partners shall be submitted with the tender.
- (b) In case of a successful tender, the Form of Agreement shall be signed so as to be legally binding on all partners.
- (c) One of the partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.
- (d) The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the Contract including payment shall be done exclusively with the partner in charge.

- (e) All partners of the joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (c) above as well as in the Form of Tender and the Form of Agreement (in case of a successful tender).
- (f) Provide a signed declaration form stating that the firm or members of the consortium are not limited or disqualified under any of the provisions of The Public Procurement and Asset Disposal Act, 2015 and the attendant regulations and that the firm or members of the consortium have not been involved in activities that contravene anti-corruption Laws and policies.

## **2.25 Preference**

2.25.1 Preference where allowed in the evaluation of tenders shall be as prescribed in the Public Procurement and Asset Disposal Act (PPADA 2015) and the attendant regulations.

## **2.26 Contacting the Procuring entity**

2.26.1 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.

2.26.2 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 Tenderer's tender.

## **2.27 Award of Contract**

### **a) Post-qualification**

2.27.1 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.

2.27.2 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 tenderer's 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.

2.27.3 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**

2.27.4 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**

2.27.5 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods & Services 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**

2.27.6 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**

2.28.1 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.

2.28.2 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.

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.30, 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**

2.29.1 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.

2.29.2 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.

2.29.3 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**

2.30.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the procuring entity with 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.

2.30.2 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**

2.31.1 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;

2.31.2 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.

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

## 2.32 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	<b>Open to all tenderers/Joint ventures/Consortium</b>
2.1.1	<p><b>Mandatory Requirements</b></p> <p><b>Eligible tenderers must provide the following mandatory requirements (for preliminary evaluation).</b></p> <p>(a) Tenderer's shall submit a certificate of incorporation and incase of Joint ventures, for all the joint ventures partners</p> <p>(b) For Joint Venture agreement duly signed by all the Joint Venture partners must be submitted. Must attach power of attorney for the person to sign the tender on behalf of the Joint Venture and must be submitted including the name of the principal partner.</p> <p>(c) Tenderers shall submit valid tax compliance certificate (issued by the Kenya Revenue Authority) for local suppliers and /or an equivalent from the revenue authority from their country of domicile. In case of a Joint Venture (JV), all/both Joint Venture partners shall provide their Tax Compliance Certificates. Foreign Companies shall ensure that the document is notarized.</p> <p>(d) Tender security (Bid bond) of either Kenya Shillings Two Million Only (Kshs2,000,000) or United States Dollars Twenty Thousand Only (US\$ 20,000); in form of a Bank guarantee from a bank licensed and operating in Kenya or another bank 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 of Kenya (PPRA) website is also acceptable. The bid security <b>shall</b> be in the format provided in the tender document</p> <p>(e) Tenderers shall provide a copyright for the software or proof of rights to ownership (Intellectual property). <i>In case a bidder operates on a technology as a service, proof of legal arrangements must be provided (Manufacturer's Authorization from the owners of the system).</i></p> <p>(f) Tenderers <b>shall</b> provide one (No. 1) sample of meter complete with its components and / or fittings as detailed in (section 5.3 A) below</p> <p>(g) Duly filled, signed, dated, and stamped price schedule.</p> <p>(h) Duly filled, signed, and dated Letter of undertaking ((Section VIII – Standard Forms).</p> <p>(i) Duly filled, signed confidential business questionnaire (Section VIII – Standard Forms).</p>

	<p>(j) Duly filled, signed, date and stamped Form SD1 Self declaration confirming that the person/tenderer is not debarred in the matter of the Public Procurement and Asset Disposal Act 2015 and the attendant regulations (Section VIII – Standard Forms).</p> <p>(k) Duly filled, signed, date and stamped Form SD2 Self Declaration confirming that the person/tenderer will not engage in any corrupt or fraudulent practice (Section VIII – Standard Forms).</p> <p>(l) Properly bound (spiral or perfect cover, hard copy or case bound) paginated, serialized tender document (each page of the tender submission must have a number and the numbers must be in chronological order to the last page).</p> <p>(m) International tenderers <b>must</b> provide proof that they will source at least 40% of supplies from citizen contractors prior to submitting a tender by way of letter on company letterhead.</p> <p><b>Note/ Failure to provide any of the items above, will lead to the tenderer being disqualified from the tender proceedings</b></p>
2.1.3	Tenderer's shall bid as individual or Joint Ventures (JV)
2.2.2	Eligibility of goods – The tenderer shall indicate the country of origin of the goods to be supplied and ensure they are from the same manufacturer and the country. This shall form part of the contract.
2.11	Tender currency shall be either in Kenya Shillings or US Dollars or any other freely convertible currency at the prevailing Central Bank of Kenya exchange rate.
2.14.1	Tender security (Bid bond) of either Kenya Shillings Two Million Only (Kshs 2,000,000) or United States Dollars Twenty Thousand only (US\$ 20,000); in form of a Bank guarantee from a bank licensed and operating in Kenya or another bank 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 of Kenya (PPRA) website is also acceptable. <b>The bid security shall be in the format provided in the tender document.</b>
2.18.1	Tender close/ open on <b>6<sup>th</sup> January 2021 at 10:00a.m</b> (East Africa Time)

2.24

## Technical Evaluation Criteria

### a) Feasibility and Desirability

Provide evidence which demonstrates that the design concept / business proposal is feasible & desirable: -

**i. Proof of Concept (POC)** - A write up detailing the enterprise documentation, subscription topology, network topology, remote access of the CSM's, handling permissions, and the expected outcomes. **(10 marks)**

**ii. Sample of Cylinder Smart Meter** as defined in The (Section 5.3 A) **(10 marks)**

**iii. Performance of Meter Sample** - Provide two (2 No.) Flash disks / DVDs each containing a video showing performance of the meter as well as interaction of the sample's hardware with the software. **(10 marks)**

**NB** These **Flash Disks / DVDs** shall each be labeled **Sample 1**

### b) Concept Scalability

#### Process and Equipment

Proof of ability to handle the task at hand

**i.** A working end-to-end system solution that shall be Web-based and Mobile App-based (available Android and iOS). For purposes of the evaluation of this tender, the bidder shall provide a process flow chart and wireframes for both platforms on a Flash disk / DVD **(15marks)**

**NB** This **Flash disk / DVD** shall be labeled **Sample 2**

**ii.** Bidder to provide evidence of current Original Equipment Manufacturer (OEM) ownership or a detailed support agreement from OEM for the equipment production, maintenance, and support of the system (hardware) that shall be in force during the contract period. **(10Marks)**

### c) Human Resource

Provide suitable key project personnel. For the purposes of this tender the tenderers to provide an organogram and CVs signed by the owners. **(15 Marks)**

**(i) Project Lead Manager - Submit a CV duly signed by the owner :-**

**Academic qualification:**

Bachelor's Degree in IT, Computer Science, Software Engineering, Automation Engineering, Project Management, or any other relevant field (2 marks)

**Relevant experience software / hardware development**

Three (3) years and above (3 marks)

2 years (2 marks)

1 years (1 marks)

**(ii) System / Database Administrator - Submit a CV duly signed by the owner :-**

**Academic qualification:**

Degree in IT, Computer Science, Software/Hardware engineering hardware, Database Administrator (DBA) or any other relevant field (2 marks)

**Relevant experience in software / hardware handling**

Three (3) years and above (3 marks)

2 years (2 marks)

1 years (1 marks)

**(iii) Support Technicians/Customer Service Representative - Submit a CV duly signed by the owner :-**

**Academic qualification:**

Diploma IT, Computer Science, Software/hardware engineering, Business Management, or any other relevant field (2 marks)

**Relevant experience in support of IT and Customer Care**

Three (3) years and above (3 marks)

2 years (2 marks)

1 years (1 marks)

**d) Drawings:**

The tenderers shall be required to provide drawings as follows: -

A stamped and certified copy of the full set of meter complete with its components and / or fittings (mechanical connection that interfaces with the 6kg camping valve as specified in KS 201: 2007, a low pressure regulator that can deliver gas at the correct appliance pressure and a standard interface connection) manufactured by the tenderer is suitable for connection into a two burner cooker via an 8 mm internal diameter LPG flex hose. The

copy of the design drawing is a one-off submission provided that there is no change to the manufacturer or meter design. **(10Marks)**

(The copy of the meter design drawings will be retained by the Ministry of Petroleum and Mining. This document will not be made available to third parties other than the Kenya Bureau of Standards upon their request.)

e) Provide full training guide (**User Manual in English**) that shall be used during the training within the Supply Chain. **(10Marks)**

f) Workshop for back-up service **(6 Marks)**

g) **Financial Capacity** - Provide audited accounts for the past two (2) years (2018 & 2019) certified by Commissioner of Oaths / Notary Public. These will be subject to authentication. In case of a Joint Venture audited accounts of the principal partner shall be submitted. Maximum **4 marks** as shown below:

(i) Average Annual Turnover

KES100,000,000 or USD1,000,000 or above **(2 marks)**

KES50,000,000 or USD500,000 **(1 marks)**

(ii) Current Ratio of 2:1 or above **(2 marks)**

Due diligence *shall* be carried out to ascertain that the information provided is correct. Any incorrect information provided will lead to the tenderer being declared non-responsive.

#### **Reservations and Preferences**

Preferences and reservations schemes as prescribed in the Public Procurement and Asset Disposal Act 2015 and the attendant regulations shall apply.

For the tenderer to be considered technically responsive they should score 70% and above.

2.28.4	<p><b>Award criteria</b></p> <p>2.32.1 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.</p> <p>Award of the tender will be subject to prevailing market prices and due diligence.</p>
2.31	<p><b>Performance Security</b></p> <p>The amount of Performance Security shall be <b>10%</b> of the projected 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 or a foreign bank recognized by the Central Bank of Kenya.</p>
2.7	<p><b>2.33 Language of Tender</b></p> <p>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 certified English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.</p>
2.32	<p><b>In addition to clause 2.32.1, the ethics as described below will apply:</b></p> <p><b>Ethics</b></p> <p>It is a requirement that both MoPM 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, MoPM requires that all bidders concerned take measures to ensure that no transfer of gifts, payments, or other benefits to officials of MOPM/SDP with decision making responsibility or influence occurs. In this regard, MoPM will require all tenderers to sign, as part of the tender documents, an Integrity Pact (Section VIII – Standard forms).</p> <p><b>Non-delivery of the Bidders Form SD1 and SD 2 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.</b></p> <p>MoPM 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>

### SECTION III – GENERAL CONDITIONS OF CONTRACT

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### **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 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 meet 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, it shall be negotiated between the procuring entity and the successful tenderer, and the variation shall not exceed 10% 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; and
- c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

**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 in an agreed national or international forum, and/or international arbitration.

### **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 it's 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

**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.

### 4.2 Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	<p>The performance security shall be <b>10%</b> of Contract Price in the Form of Bank Guarantee drawn by a bank licensed and operating in Kenya or an international bank recognized by the Central Bank of Kenya.</p> <p>Within thirty (<b>30</b>) 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.</p>
3.12	<ul style="list-style-type: none"> <li>i. The procuring entity will only make a one-off payment for every cylinder smart meter (CSM) physically availed and successfully set up in the system subject to inspection and acceptance.</li> <li>ii. A Support contract will be enforced immediately whose associated costs are covered under the lease fee. Payment of the lease fee will be made on Monthly basis for every active meter installed and it shall consist the use of the meter, training, access and visibility of the software and any other associated cost to the leasing of the CSM.</li> </ul>
3.18.3	<p><b>Resolution of Disputes</b></p> <p>The Procuring Entity and the Contractor shall make every effort to resolve amicably by direct informal negotiation any agreement or dispute arising between them under or in connection with the contract. If, after thirty (30) days from the commencement of such informal negotiation both parties have been unable to resolve amicably a contract dispute, either party may require arbitration in accordance with the following provisions:</p> <p><b><u>1.Selection of arbitrators:</u></b> Each dispute submitted by a party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:</p> <ul style="list-style-type: none"> <li>(a) Where the parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such arbitrator within thirty (30) days after receipt by the other party of the proposal of a name for such an appointment by the party who initiated the proceedings, either party may apply to the Nairobi Centre for</li> </ul>

	<p>international arbitration for appointment of an arbitrator qualified for the technical matter in dispute.</p> <p>(b) Where parties do not agree that the dispute concerns a technical matter, each shall appoint one arbitrator each, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. if the arbitrators named by the parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the parties has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Nairobi Centre for international Arbitration.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one party fails to appoint its arbitrator within thirty (30) days after the other party has appointed its arbitrator, the party which has named its arbitrator may apply to the Nairobi Centre for International Arbitration to appoint a sole arbitrator, for the matter in dispute, and the arbitrator appointed to such application shall be the sole arbitrator appointed to such application shall be the sole Arbitrator for that dispute.</p> <p><b><u>2. Rules of procedure.</u></b> Except as stated herein, arbitration proceedings shall be conducted in accordance with the Nairobi Centre for International Arbitration Rules in force when this contract was signed.</p> <p><b><u>3. Substitute arbitrators.</u></b> If for any reason an arbitrator is unable to perform his/her functions, a substitute arbitrator shall be appointed in the same manner as the original arbitrator.</p> <p><b><u>4. Seat of arbitrator.</u></b> The seat of the arbitration shall be in Kenya.</p> <p><b><u>5. Language.</u></b> The English language shall be the official language for all purposes.</p>
Other conditions	<ol style="list-style-type: none"> <li>1) The successful tender shall enter into Service Level Agreement (SLA) with the procuring entity.</li> <li>2) Successful tenderer will be engaged on a three (3) year framework contract renewable subject to satisfactory performance.</li> <li>3) Successful tenderer must have own aggregator arrangements as well as MNO connectivity arrangements with available service providers</li> </ol>

## SECTION V – TECHNICAL SPECIFICATIONS

### 5.1 General

- 5.1.1** These specifications describe the requirements for goods and services. Tenderers are requested to submit with their offers in line with the specifications and provide the procuring entity with drawings, catalogues, operational manual for the products they intend to supply
- 5.1.2** Tenderers must indicate on the specification's sheets whether the equipment and services 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; and
  - ii) Information on manpower resources & proper representation
  - iii) workshop for back-up service
  - iv) Corrective, preventive, and predictive maintenance
  - v) Intellectual property, ownership, and use
  - vi) Data protection
  - vii) Indemnity liability and Insurance covers
  - viii) Hazards & effects management process
  - ix) Performance monitoring
  - x) Assignment delegation & sub-contracting
  - xi) Invoicing & payment
  - xii) Records

### 5.2 Warranty

The bidder's quotation shall be required to include a comprehensive warranty for a period of **one (1) year** for the goods supplied.

## 5.3 PARTICULARS

### A. INTRODUCTION

This meter is a device used for dispensing controlled amounts of Liquefied Petroleum Gas (LPG) from cylinders. The meter comprises of a mechanical connection that interfaces with the unified valve specified in KS 201 and a low pressure regulator as specified in KS 2189 to deliver gas at the correct appliance pressure; a flow measurement device; a shut-off valve; and a control and telemetry unit to record and communicate gas consumption data – Kenya National Workshop Agreement (KNWA 2885:2019); *Meter for dispensing LPG from cylinder – Specification*. The proposed Meter to be used shall conform to the Kenya Bureau of Standards (KEBS) KNWA 2885:2019; *Meter for dispensing LPG from cylinder – Specification*.

### B. TENDER TYPE

This is an international open tender for provision of metering service and technical support for dispensing Liquefied Petroleum Gas (LPG) from 6kg LPG cylinders fitted with camping valves – three (3) years framework contract

### C. KEY INFRASTRUCTURE AND SYSTEM SUPPORT REQUIREMENTS:

The proposed support for the system is summarized as follows:

1. Provide overall continuous support for the Cylinder Smart Metering (CSM) system and related infrastructure during the contract period.
2. Training of key staff under the project on need basis during the contract period. All incidental costs pertaining to the training shall be borne by the supplier.
3. Close out audit issues as recommended by both Internal and External Audit teams.
4. Support best practice password policy as well as system and database logs.
5. Provide support consisting of systems troubleshooting software and related hardware components.
6. Provide system software and hardware updates and upgrades.
7. Provide for redundancy option of the system to an offsite location.
8. Support automatic Short Messaging Services (SMS) alerts to customers.
9. Provide data recovery procedures that MoPM needs to follow in case of a disaster.
10. Ensure that all Cylinder Smart Metering (CSM) customers operate within their payment terms.
11. Ensure set up of a Customer Relation Management (CRM) system for use in a call center to log in customer issues and resolve them in timely manner.
12. Ensure data protection guidelines that conform to Confidentiality, Integrity & Availability (CIA) and cyber security.
13. Operational manuals which may include; system, security, operational, technical etc.
14. Customization of the reports to suit the needs of the user
15. Provide for preventive, corrective, and periodic maintenance of the infrastructure
16. The Cylinder Smart Meter (CSM) shall be tamper/hack proof and all electrical components used should be intrinsically safe and Ex-proof (i.e. for use with LPG)
17. The Cylinder Smart Meter (CSM) system shall have fraud detection component.
18. The Cylinder Smart Meter (CSM) system shall have a mechanism for remote disablement/enablement and asset tracking.
19. A mobile application for the field sales teams for consumer mapping and other operations
20. A platform that has backend database, account management and consumer relationship management solutions that monitors consumption of gas and schedules of replacement



of gas cylinders before the consumer runs out. It should also assign tasks to the field service teams and track workloads.

21. The app should keep the consumer updated on their consumption of gas and helps them manage the cost of their cooking.
22. Payment platform with mobile wallet to allow consumers pay via different cashless payment channels.
23. The CSM solution should provide a closed loop system for LPG distribution, consumption, monitoring and monetization to enable financial, social, and environmental sustainability.

## **D. SPECIFICATIONS**

The following specifications shall apply to the support of the Smart Metering System:

### **1. Descriptive Analytics**

- a. Robust registration and transacting platform for LPG end users.
- b. Generate a unique customer/meter identification number which shall be the unique identifier for the customer in all subsequent transactions.

### **2. Prescriptive Analytics**

- a. Consumption balance in Kilograms (Kgs) and shillings visible to the procuring entity and Software administrator, ONLY in Kgs for the end-user consumer.
- b. Asset monitoring and tracking.
- c. Generation of remote top-up of gas units after payment has been received to enable beneficiaries to access cooking gas. The top-up alert will be sent via SMS and/or Email.
- d. The platform should provide real-time insights into supply and demand trends, provide extensive reporting and analytics capability including customer data as well as sales performance, analysis on financial performance, geo-location analytics, cooking patterns and/or any other as required by the user.
- e. Monitor consumption and track available gas levels/residual gas and unit balance and give a refill feedback signal to both end user and gas supplier. The verification of these amounts can be extended by measurements in the collection facilities.
- f. Inventory control - stocks draw down, stock balance and stock reconciliation between residual gas and end-user consumer unit balance (in both Kgs and Kenya shillings).
- g. Ensure confidentiality, integrity, availability and security of both the software and the data as per data protection and controlled information policies and guidelines.
- h. The system should enable back-end users to provide tariff structure as and when required.

### **3. Predictive Analytics**

- a. Automatic change over monitoring
- b. Lost stock management
- c. Elaborate ROI scenarios and business planning-Inbuilt system data analytics and dashboards to detect supply-side problems early to lower production cost, boost efficiency and identify demand-side business opportunities
- d. The system will provide mechanisms for a loyalty programme covering end users and social impact.
- e. Consumption trend analysis.

#### **4. Supporting Points of Sale locations Management**

- a. Creating and updating Points of Sale locations (LPG distribution centres) in the system. This shall include updating of customer contact details while geotagging of customer location within the area of supply.
- b. Resolving queries of LPG distribution centre staff regarding cylinder and meter management.
- c. Coordinating collection and repair of damaged equipment.

#### **5. Supporting Customer Management**

- a. Creating and updating of Customers data in the Smart Metering System. (Contact details, discounts and rebates, payment terms, allowed merchants).
- b. Monitoring of Customer account and pro-active intervention including black-listing and equipment recovery.
- c. Blocking /unblocking of meters (lost / stolen meter)
- d. Creating and delivering of Customer reports.
- e. Resolving queries of Customers
- f. Event log-in for Malfunctioning and repairs for the meters

#### **6. Support and training on management Reporting and Consulting**

- a. Creating and delivering of internal management reports and audit trails.
- b. Updating standard product prices on the metering system
- c. Generate relevant and customized reports.
- d. Resolving of project team queries.
- e. Consulting on use of system functionality to meet business objectives.

#### **7. Inventory Control**

- a. Stocks draw down / Inventory balance
- b. Stock reconciliation between Residual gas and end-user unit balance (in both kgs and Kenya shillings).

#### **8. System Administration Support and Training**

- a. Configuration of functionality in the Cylinder Smart Metering (CSM) system to meet procuring entity business requirements.
- b. Creating and administering users and related access rights (Operations Centre, Reports Module, and Web-portal).
- c. Monitoring of data from LPG meters to the server and reporting issues to procuring entity.
- d. Resolution of incidences.
- e. System troubleshooting and upgrade of the Cylinder Smart Metering (CSM) application software as/when it becomes available.
- f. Running backup scripts regularly.
- g. Remote systems inspections.
- h. Application maintenance.
- i. Procuring entity to have absolute control and access to the CSM system.
- j. Capacity building for stake holders.

#### **9. Hardware Components**

- i. Cylinder Smart Meter (CSM) fitted with General Packet Radio Services (GPRS)/Global Positioning System (GPS).

- ii. Gas body - main gas body housing the flow measurement device and the gas shut-off valve made of Zinc Aluminum alloy.
- iii. Meter enclosure – made of ultraviolet (UV) stabilized and flame-retardant polycarbonate.
- iv. Low pressure Liquefied Petroleum Gas (LPG) regulator as per KS 2189.
- v. Flow measurement device - a calorimetric micro sensor for use with LPG.
- vi. Gas Shut-off Valve
- vii. Power supply source from batteries as defined in KNWA 2885:2019
- viii. Cylinder valve coupling
- ix. Appliance quick connection

#### **10. Implementation / Take-on Services**

- a. Definition of business process and controls
- b. Definition of data security controls, guidelines and policies
- c. Definition of Service Level Agreement (SLA)
- d. System documentation
- e. Training and Support
- f. Performance reporting and monitoring
- g. Management of change and change-over of CSM system

#### **11. Online/Real Time Updates, SMS alerts and Email notifications**

- a. The Cylinder Smart Metering (CSM) System to run on real-time mode to have instant updates of customer transactions.
- b. The Cylinder Smart Metering (CSM) system to allow clients get real-time data on their account balances, Pre-paid gas units, remote recharges on Cylinder Smart Meter (CSM), or any relevant information of the system, to their mobile phones in real time.
- c. The Cylinder Smart Metering (CSM) System to notify the customer and the nearest gas supply when the Pre-paid gas units are running out (customer top up required) and when the residual gas in the cylinder reach re-order level (Cylinder swap required).
- d. The Cylinder Smart Metering (CSM) System to allow customers top-up their Pre-paid gas units via Mobile Money Service Providers.
- e. The Cylinder Smart Metering (CSM) System should have a Customer Loyalty program.

## SECTION VI – SCHEDULE OF REQUIREMENTS

NO.	ITEM DESCRIPTION	UNITS OF MEASURE	ANNUAL PROJECTED QUANTITY
1.	Provision of a one-off payment for every cylinder smart meter (CSM) physically availed and successfully set up in the system.	Per Cylinder Smart Meter (CSM) successfully availed and set up	40,000
2.	Lease fee: (Active meter installed, use of the meter, training, access of software and visibility and a service fee)	Per Active Cylinder Smart Meter per Month	40,000

**SECTION VII – PRICE SCHEDULE FOR SERVICES**

Name of tenderer \_\_\_\_\_ Tender Number \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

**A. PRICE SCHEDULE ONE – INSTALLATION AND ADMINISTRATION CHARGES**

NO.	ITEM DESCRIPTION	UNITS OF MEASURE	ANNUAL PROJECTED QUANTITY	UNIT COST INCLUSIVE OF ALL APPLICABLE TAXES (Specify currency)	TOTAL AMOUNT (Specify currency)
	Provision of a one-off payment for every cylinder smart meter (CSM) physically availed and successfully set up in the system as per specifications	Per Cylinder Smart Meter (CSM) successfully availed and set up	40,000		
2	Lease fee: (Active meter installed, use of the meter, training, access of software and visibility and a service fee)	Per Active Cylinder Smart Meter per Month	40,000		

Signature of tenderer \_\_\_\_\_

- Prices quoted should be net for CSM *availed and set-up in the system* & expressed in US dollar or Kenya Shillings or freely convertible currency at the prevailing Central Bank of Kenya exchange rate as at the closing date and shall remain valid for a period of one hundred and fifty (150) days from the closing date of the tender. Unit Prices quoted should be net inclusive of any applicable taxes.
- The above price schedule should not be amended.
- CSM- Cylinder Smart Meter

## **SECTION VIII – STANDARD FORMS**

- 8.1 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.
- 8.2 Confidential Business Questionnaire Form** – This form must be completed by the tenderer and submitted with the tender documents.
- 8.3 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.
- 8.4 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.
- 8.5 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.
- 8.6 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.
- 8.7 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.
- 8.8 Duly filled Form SD1 Self declaration** confirming that the person/tenderer is not debarred in the matter of the Public Procurement and Asset Disposal Act 2015 and the attendant regulations (Section VIII – Standard Forms).
- 8.9 Duly filled Form SD2 Self Declaration** confirming that the person/tenderer will not engage in any corrupt or fraudulent practice (Section VIII – Standard Forms).
- 8.10** Duly filled, signed, stamped, and dated **Letter of Undertaking** (Section VIII – Standard Forms).
- 8.11** Letter of Notification of award
- 8.12** Form RB 1

**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

*Part 1 – General:*

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 .....

	<p style="text-align: center;"><b>Part 2 (a) – Sole Proprietor</b></p> <p>Your name in full ..... Age          .....</p> <p>Nationality ..... Country of origin          .....</p> <ul style="list-style-type: none"> <li>• Citizenship details              .....</li> </ul>																		
	<p style="text-align: center;"><b>Part 2 (b) Partnership</b></p> <p>Given details of partners as follows:</p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">Nationality</th> <th style="text-align: left;">Citizenship</th> </tr> </thead> <tbody> <tr> <td>Details</td> <td>Shares</td> <td></td> </tr> <tr> <td>1.</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</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 style="text-align: center;"><b>Part 2 (c) – Registered Company</b></p> <p>Private or Public          .....</p> <p>State the nominal and issued capital of company-          Nominal Kshs. ....</p>																		





**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, installation and commissioning of  
.....[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 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 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 BANK GUARANTEE FOR ADVANCE PAYMENT FORM**

To .....  
[*name of Procuring entity*]

[*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 institutions*], 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 there-under 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 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*]

**8.7 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.

**FIFTH SCHEDULE**

**SELF DECLARATION FORMS (r 47)**

**REPUBLIC OF KENYA**

**PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)**

**FORM SD1**

**SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT, 2015.**

I, ..... of P. O. Box ..... being a resident of ..... in the Republic of ----- do hereby make a statement as follows: -

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of ..... (insert name of the Company) who is a Bidder in respect of Tender No. .... for .....(insert tender title/description) for .....( insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors, and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to hereinabove is true to the best of my knowledge, information, and belief.

..... (Title)

(Signature)

(Date)

Bidder Official Stamp

FORM SD2

SELF DECLARATION FORMS (r 47)

REPUBLIC OF KENYA

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)
SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I, ..... of P. O. Box ..... being a resident of ..... in the Republic of ----- do hereby make a statement as follows: -

- 1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of ..... (insert name of the Company) who is a Bidder in respect of Tender No. .... for ..... (insert tender title/description) for ..... (insert name of the Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of .....( insert name of the Procuring entity) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of .....(name of the procuring entity)
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

..... (Title)
(Signature) (Date)

Bidder's Official Stamp



**8.10**

**LETTER OF UNDERTAKING**

Address of Bidder

\_\_\_\_\_  
\_\_\_\_\_

To: Procuring Entity

RE: Tender No.

Tender Name

We, [full bidder name and address]..... do hereby irrevocably and unequivocally undertake to the Procuring Entity that the meter complete with its components and / or fittings (mechanical connection that interfaces with the 6kg camping valve as specified in KS 201: 2007, a low pressure regulator that can deliver gas at the correct appliance pressure and a standard interface connection) manufactured by the tenderer is in accordance with the specifications contained in this tender and are compatible for connection into a two burner cooker via an 8 mm internal diameter LPG flex hose.

Dated: \_\_\_\_\_

Signed by: \_\_\_\_\_ Official Stamp \_\_\_\_\_

Full Name printed: \_\_\_\_\_

**8.11 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

**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 of .....20.....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  
of .....20.....

SIGNED  
Board Secretary