



REPUBLIC OF KENYA

MINISTRY OF PETROLEUM AND MINING, STATE DEPARTMENT FOR PETROLEUM

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**TENDER No. MOPM/SDP/OIT/06/2020-2021
FOR
SUPPLY AND DELIVERY OF NEW EMPTY DOMESTIC LIQUEFIED
PETROLEUM GAS (LPG) 6KG CYLINDERS FITTED WITH UNIFIED
VALVE, AND LPG FLEX RUBBER HOSE PIPES FOR DOMESTIC USE–
FRAMEWORK CONTRACT**

LOT NUMBER.....

RECEIPT NUMBER.

**CLOSING DATE AND TIME 6th JANUARY 2021 at 10:00 AM East African
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: 8th December 2020

TENDER REF NO. **MOPM/SDP/OIT/06/2020-2021**

TENDER NAME: **SUPPLY AND DELIVERY OF NEW EMPTY DOMESTIC LIQUEFIED PETROLEUM GAS (LPG) 6KG CYLINDERS FITTED WITH UNIFIED VALVE, AND LPG FLEX RUBBER HOSE PIPES FOR DOMESTIC USE**

- 1.1 The Ministry of Petroleum and Mining (MOPM/SDP) (herein referred to as the Procuring entity) invites sealed tenders from eligible tenderers for **Supply and Delivery of New Empty domestic 6 kg Liquefied Petroleum Gas (LPG) cylinders fitted with unified valve, and LPG Flex Rubber Hose Pipes for Domestic use** on a two (2) years framework contract renewable annually subject to satisfactory performance, in Lots as follows, the tender specifications are detailed in the Tender Documents:

LOT No.	DESCRIPTION	QUANTITIES	TENDER SECURITY IN KES / USD	CATEGORY FOR BIDDERS
LOT 1	SUPPLY AND DELIVERY OF NEW EMPTY DOMESTIC LIQUEFIED PETROLEUM GAS (LPG) 6 KG CYLINDERS FITTED WITH UNIFIED VALVE	20,000 No.	KES 1,000,000 (USD 10,000)	INTERNATIONAL OPEN TENDER
LOT 2	SUPPLY AND DELIVERY OF NEW LIQUEFIED PETROLEUM GAS (LPG) FLEX RUBBER HOSE PIPES FOR DOMESTIC USE	60,000 Meters	KES 200,000 (USD 2,000)	INTERNATIONAL OPEN TENDER

- 1.2 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 21-20 located on 21st floor, Nyayo House, upon payment of a **non-refundable fee of Kshs. 1,000/= (Kenya shillings One Thousand)** at the Cash Office located on 21st Floor of Nyayo house during normal working hours from Monday to Friday between 0800hrs to 1700hrs (East Africa Time).
- 1.3 A complete tender document can also be obtained free of charge from the Ministry's website. www.petroleumandmining.go.ke or the Government supplies portal www.tenders.go.ke

- 1.4 Tenderers may obtain clarification on the tender document from the Head, Supply Chain Management unit-Ministry of Petroleum and Mining, State Department for Petroleum, Room 21-20 located on 21st floor, Nyayo House, Posta street, Nairobi, Kenya during normal working hours from Monday to Friday between 0800hrs to 1700hrs (East Africa Time) or on the following email address supplychain@petroleum.go.ke
- 1.5 Prices quoted should be net inclusive of all taxes and must be in either Kenya shillings, United States Dollars or another freely convertible currency at the prevailing Central Bank of Kenya exchange rate and shall remain valid for a period of one hundred and fifty (150) days from the closing date of the tender.
- 1.6 **There shall be a mandatory pre-bid meeting to be held on 17th 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. Document as part of the bid document.**
- 1.6 Tenderers **SHALL not** be allowed to participate in more than one LOT. Tenderers SHALL indicate the LOT number they have bided for on the first page.
- 1.7 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender Name, tender number, and LOT Number so as to be deposited in the Tender Box located **on 21st 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 **6th January 2021 at 10.00am EAT.**
- 1.8 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, Kenyatta Avenue, Nairobi, Kenya at the Conference Room on 23rd Floor.
- 1.9 Preferences and reservations schemes as prescribed in the Public Procurement and Asset Disposal Act; 2015 and the attendant regulations shall apply.
- 1.10 All pages of submitted tender documents must be serialized/numbered by the tenderer to the last page.
- 1.11 The tender is only open to those who meet the requirements for eligibility.
- 1.12 Tender documents to be submitted manually including samples

**PRINCIPAL SECRETARY
STATE DEPARTMENT FOR PETROLEUM**

SECTION II - INSTRUCTIONS TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

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

2.2 Eligible Goods

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

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4 The Tender Document

- 2.4.1 The tender document comprises the documents listed below, and addenda issued in accordance with clause 2.6 of these instructions to Tenderers
 - (i) Invitation to Tender
 - (ii) Instructions to tenderers

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

2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.2 The procuring entity shall reply to any clarifications sought by the tenderer within three (3) days of receiving the request to enable the tenderer to make timely submission of its tender.

2.6 Amendment of Documents

2.6.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.

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

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

2.7 Language of Tender

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Procuring entity, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are

accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.8 Documents Comprising of Tender

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

2.9 Tender Forms

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

2.10 Tender Prices

- 2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract
- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.
- 2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22
- 2.10.4 The validity period of the tender shall be **150 days** from the date of opening of the tender.

2.11 Tender Currencies

- 2.11.1 Prices shall be quoted in either Kenya shillings, United States Dollars, or another freely convertible currency unless otherwise specified in the Appendix to Instructions to Tenderers.

2.12 Tenderers Eligibility and Qualifications

- 2.12.1 Pursuant to paragraph 2.1. the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

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

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

2.13 Goods Eligibility and Conformity to Tender Documents

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

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

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

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

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

2.14 Tender Security

- 2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.
- 2.14.2 The tender security shall be in the amount as specified above.
- 2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7
- 2.14.4 The tender security shall be denominated in either Kenya shillings, United States Dollars, or another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.
- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22
- 2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.
- 2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28.
- 2.14.8 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
 - (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.27
or
 - (ii) to furnish performance security in accordance with paragraph 2.28

2.15 Validity of Tenders

- 2.15.1 Tenders shall remain valid for **150 days** or as specified in the Invitation to tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.10.4. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

- 2.16.1 The Procuring entity shall prepare two copies of the tender, clearly marking each “**ORIGINAL TENDER**” and “**COPY OF TENDER,**” as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.
- 2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.17 Sealing and Marking of Tenders

- 2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “**ORIGINAL**” and “**COPY.**” The envelopes shall then be sealed in an outer envelope.
- 2.17.2 The inner and outer envelopes shall:
- (a) be addressed to the Procuring entity at the address given in the Invitation to Tender:
 - (b) bear tender name, tender number, and LOT No. **WITHOUT ANY OTHER WRITINGS** in the Invitation for Tenders and the words, “**DO NOT OPEN BEFORE,**” **6th January 2021 at 10.00am EAT**
- 2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.
- 2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.18 Deadline for Submission of Tenders

- 2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **6th January 2021 at 10.00am EAT**.
- 2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 Modification and Withdrawal of Tenders

- 2.19.1 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.

2.19.2 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.

2.19.3 No tender may be modified after the deadline for submission of tenders.

2.19.4 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 2.14.7

2.19.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.19.6 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.

2.20 Opening of Tenders

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **6th January 2021 at 10.00am EAT** and in the location specified in the Invitation to Tender.

The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

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

2.21 Clarification of Tenders

2.21.1 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.

2.21.2 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.

2.22 Preliminary Examination

- 2.22.1 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.
- 2.22.2 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 quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail.
- 2.22.3 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.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.24 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.22.5 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.

2.23 Conversion to Single Currency

- 2.23.1 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.

2.24 Evaluation and Comparison of Tenders

- 2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22.
- 2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 2.24.3 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.

2.25 Preference

- 2.25.1 Preference where allowed in the evaluation of tenders shall be pursuant to the Public Procurement and Asset Disposal Act, 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 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 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.29 Signing of Contract

- 2.29.1 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 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.

2.31.4 **Appendix to Instructions to Tenderers**

Notes on the Appendix to the Instruction to Tenderers

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to the corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the goods to be procured and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration.
 - i) The information that specifies and complements provisions of Section II to be incorporated
 - ii) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the goods to be procured to be also incorporated
4. Section II should remain unchanged and can only be amended through the Appendix.
5. Clauses to be included in this part must be consistent with the public procurement law and the regulations.

LOT 1 - SUPPLY AND DELIVERY OF NEW EMPTY 6 KG DOMESTIC LIQUEFIED PETROLEUM GAS (LPG) CYLINDERS FITTED WITH UNIFIED VALVE

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 – LOT 1
2.1.1	International Open Tender
2.3.2	The Tender document shall be obtained upon payment of a non-refundable fee of Kshs.1,000 payable at the Cash Office on 21 st Floor or downloaded for free from the Ministry’s Website www.petroleumandmining.go.ke or the Government supplies portal www.tenders.go.ke
2.5.1	Interested eligible candidates may obtain further information from and inspect the tender documents at Ministry of Petroleum and Mining, State Department for Petroleum, Nyayo House, Kenyatta Avenue, Nairobi, Kenya at the Supply Chain Management Division on 21st Floor , during normal working hours or through email address supplychain@petroleum.go.ke
2.7.1	Language: English
2.10.2	The Prices quoted shall be in either Kenya shillings, United States Dollars, or another freely convertible currency and shall be inclusive of all applicable Taxes .
2.10.3	Prices quoted by the tenderer shall be fixed during the Tender’s performance of the contract and will not be subject to variation on any account.
2.10.4	The Tender Validity Period shall be 150 days from the date of opening the Tender
2.14.1	Tender security (Bid bond) for Lot 1 is either Kenya Shillings One Million Only (Kshs. 1,000,000) or United States Dollars Ten Thousand Only (USD 10,000) 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.
2.15.1	Tender Security shall remain valid for 30 days beyond the expiry of the Tender Validity period. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
2.17.1	The tenderer shall seal and submit two copies of the tender, clearly marking each “ORIGINAL TENDER” and “COPY OF TENDER,”

	ONLY as appropriate. The two shall then be sealed in an outer envelope marked with the words “DO NOT OPEN BEFORE” 6th January 2021 at 10.00am EAT.
2.18.1	Completed tender documents are to be enclosed in plain sealed envelopes marked with Tender Name, Tender number and LOT No. to be deposited in the Tender Box marked MOPM(SDP) at Ministry’s Reception on 21st Floor at Nyayo House and be addressed to: The Principal Secretary, Ministry of Petroleum and Mining, State Department for Petroleum P.O. Box 51614-00100, <u>NAIROBI</u> so as to be received on or before 6th January 2021 at 10.00am EAT. NOTE: For the bulky tender documents, they should be delivered to the Ministry of Petroleum and Mining, State Department for Petroleum, 21st Floor, Room 20-21
2.20.1	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, on the 23rd Floor Conference Room at 10.00 am EAT
2.29.1	<i>Performance Security</i> The amount of Performance Security shall be 10% of the projected Contract Price in the format of the Performance Security Form provided in the tender document or in the form of a bank guarantee drawn by a bank licensed and operating in Kenya or a foreign bank recognized by the Central Bank of Kenya.
2.24	<i>Evaluation criteria for tender for supply and delivery of two thousand (20,000 No) new empty 6 kg domestic Liquefied Petroleum Gas (LPG) cylinders fitted with unified valve</i> Mandatory Requirements for Preliminary evaluation criteria a) Copy of Incorporation/Registration certificate. b) Valid KRA Tax Compliance Certificate for locals and/or an equivalent from the Revenue authority from their country of domicile. Foreign companies shall ensure that their document is notarized. c) An original letter from reputable bank confirming the period the bidder has operated an account with them and demonstrating their credit worthiness. The letter should be from a bank recognized and approved by the Central Bank of Kenya for locals and foreigners. d) Tender security (Bid bond) for Lot 1 is either Kenya Shillings One Million Only (Kshs. 1,000,000) or United States Dollars Ten Thousand Only (USD 10,000) in form of a Bank

guarantee from a bank licensed and operating in Kenya or any other bank recognized by the Central Bank of Kenya.

Tender security from an Insurance Company duly recognized and listed in the website by the Public Procurement Regulatory Authority (PPRA) of Kenya is also acceptable. This *shall* be in the format provided in the tender.

- e) Tenderers *shall* provide three (No. 3) sample color plates for the cylinder with brand logo in A4 size together with their bid as annexed in the tender document.

The Plates *shall* be in the material that will be used during manufacture which is steel. The cylinder manufacturer shall obtain and provide Certificates of Cast (Heat) Analysis of the steels supplied for the construction of the gas cylinders and establish means to identify the cylinders with casts from which they are made. (tenderers with samples plates that do not meet the minimum desirable qualities will be declared non-responsive).

- f) One set sample of fittings (this includes valve and rubber seal) that the tenderer proposes to use in manufacture of cylinders and/or supply (tenderers with samples that do not meet the minimum desirable qualities will be declared non-responsive).
- g) Manufacturer's authorization and certificate for the valve and rubber seal will be required in cases where manufacturers of cylinders are different from those manufacturing valves and rubber seals.
- h) Provide a stamped copy of the cylinder test certificate by a certified accreditation body. (Copies of cylinder test certificates will be retained by the Ministry of Petroleum and Mining for record purposes. This document will not be made available to third parties other than the Kenya Bureau of Standards (KEBS) upon their request.)
- i) Provide a copy of the third-party inspector certificate from an accreditation body that the tenderer uses during the manufacturing process.
- j) Duly filled, signed, dated, and stamped on tenderer's letterhead Letter of undertaking (Section VIII of tender document).
- k) Duly filled, signed dated and stamped confidential business questionnaire (Section VIII of tender document).
- l) Duly filled, signed, dated, 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).
- m) Duly filled, signed, dated, and stamped Form SD2 Self Declaration confirming that the person/tenderer will not engage in any corrupt or fraudulent practice (Section VIII – Standard Forms).
- n) Duly filled, signed, dated, and stamped price schedule
- o) Duly filled, signed, dated and stamped Form of Tender (Section VIII of the tender document).

- p) A valid copy of registration of workplace certificate by Directorate of Occupational Safety and Health Services (DOSHS), or equivalent where the Tenderer is domiciled
- q) Detailed company profile showing the physical address, telephone contacts and organizational structure evidenced by copy of lease agreements, utility bills or proof of ownership (e.g. title deed) of the company location to be verified by the Ministry of Petroleum and Mining.
- r) 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).
- s) International tenderers **must** 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.

Note/

It is the responsibility of the tenderer to research on the firms affiliated by the Kenya Bureau of Standards (KEBS) and whose certificates will be recognized.

The Standardization (S) Mark is mandatory for local manufacturers and Tenderers or an equivalent for foreign manufacturers / Tenderers where they are domiciled.

The proposed cylinders MUST conform to the Kenya Bureau of Standards (KEBS) and ISO standards where Kenya standards do not exist. Proof of quality testing by institutions acting as an agent for Kenya Bureau of Standards (KEBS).

Failure to meet the above preliminary requirements will lead to automatic disqualification and bidders will not proceed to the next stage of evaluation.

Technical Evaluation Criteria

- a) **Specific Experience in Supply of LPG cylinders**
Provide five (5) Reference letters/contracts of similar works done with which each must be accompanied by a completion certificate. **(15 marks – 3marks each)**
- b) **Capacity**
 - 1. **Process**
Provide copies of process flowcharts showing LPG cylinder manufacturing process parameters, controls, tests and evidenced in a video **(10 marks)**
 - 2. **Equipment**
As proof of ability to handle the task at hand. The evidence must include a video in a flash disk/DVD of the flow process and equipment involved. **(5 marks)**

NB: Three (3) copies of the videos should capture process in (1) above with respective equipment in (2) above.

3. Human Resource

Provide suitable key project leader **registered with relevant professional bodies** and technical personnel to fill the positions, qualifications and experience specified (organogram) **(2 marks)**

3.1 Project Lead - Submit a CV duly signed by the owner :-

3.1.1 Academic qualification:

- a) Master’s in production/Mechanical Engineering or any other relevant engineering field **(5marks)**
- b) Bachelor’s Degree in Production/Mechanical Engineering or any other relevant engineering field **(3 marks)**

3.1.2 Relevant experience in the manufacturing of LPG Cylinders

- a) Five (5) years and above **(5 marks)**
- b) Between 3 years and 5 years **(3 marks)**
- c) Between 1 year and 3 years **(1 marks)**

3.2 Technical Staff - Submit a CV duly signed by the owner of the CV :- (9 marks)

Area of Speciality	Educational Qualification		Years of Experience (At least 2years in Cylinder manufacturing) (1Marks each)
	Pts	Max	
Engineers		Degree /HND (3Mks)	
		Diploma (2Mk)	
Techchicians		Diploma (2Mks)	
Craftsmen		Certificate (1Mks)	

3.3 the firm provide evidence that they have an accredited third party inspector (Provide a copy of the third party’s accreditation certificate) **(9marks)**

d) Work plan

Provide a work plan clearly showing production and delivery timelines. The tenderer should note that the acceptable delivery timelines will be **10 weeks**, Delivered Duty Paid (DDP) National Oil’s Nairobi Terminal (NNT), Nanyuki Road, Industrial Area, Nairobi, Kenya and that the

work plan shall be binding. (see Section VI- Schedule of Requirements)

Delivery done within **10 weeks** from the date of contract signing as required in this tender (≤ 20) **(10 marks)**

Delivery done after the **10 weeks** required will not attract any marks.

e) **Drawings:**

The tenderers *shall* be required to provide drawings and design calculations as follows:

f) A stamped and certified copy of the full set of 6 Kg cylinder components design drawings excluding the valve captured in section **5.3.4** below. The copy of the cylinder design drawing is a one-off submission provided that there is no change to the manufacturer or cylinder standard or cylinder design.

(10 marks)

g) A stamped and certified copy of the cylinder design calculations. The copy of the cylinder design calculations is a one-off submission provided that there is no change to the manufacturer or cylinder standard or cylinder design.

(10 marks)

h) The drawings *shall* include the design drawings for the valve. A certificate issued by an accredited test house to prove that the valve design and threads comply with the requirements of the Kenya Bureau of Standards must be provided **(10 marks)**

The copy of the cylinder design drawings and calculations 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.

The drawings to include the correct permanent markings as referenced in the standard. (Drawings that do not conform will be declared non-responsive).

Due diligence *shall* be carried out to ascertain that the information provided is correct. Any incorrect information provided will amount to immediate disqualification.

N.B- Reservations and Preferences

Preference *shall* be given to either firms manufacturing in Kenya, or to firms that are part of a consortium with a firm manufacturing in Kenya provided that such firm has citizens of Kenya owning more than fifty (50) percent shareholding

Where the percentage of shareholding of Kenyan citizens is more than fifty percent (50%), a **fifteen percent (15%)** preference *shall* be allowed on the evaluated price of the tender.

Non-conformity to the technical and financial specification and the due diligence set out in the tender will render any submission non-responsive.

	For the tenderer to be considered technically responsive they should score 70% and above
2.25.1	Preference allowed in the evaluation of tenders shall be pursuant to the Public Procurement and Asset Disposal Act, 2015 and the attendant regulations.
2.27.4	Award criteria The Procuring entity will award the contract to the successful tenderer whose tender has been determined to be responsive and is the lowest evaluated bidder. Award of the tender will be subject to prevailing market prices and post qualification / due diligence.
2.7	Language of Tender 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
2.31	In addition to clause 2.32.1, the ethics as described below will apply: Ethics It is a requirement that both MoPM and prospective Tenderers of goods, services and works observe the highest standards of ethics during the procurement and execution of contracts. 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 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, clause 8.8). Non-delivery of the Form SDI and SD2 duly undersigned by the chief executive or legal representative of the tendering party will result in exclusion of the bid from the procurement process. 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.

**LOT 2 - SUPPLY AND DELIVERY OF SIXTY THOUSAND METERS
(60,000M) NEW LPG FLEX RUBBER HOSE PIPES FOR DOMESTIC USE**

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS – LOT 2
2.1.1	International Open Tender
2.3.2	The Tender document shall be obtained upon payment of a non-refundable fee of Kshs. 1,000 payable at the Cash Office on 21 st Floor, Nyayo house or downloaded for free from the Ministry’s Website www.petroleumandmining.go.ke or the Government supplies portal www.tenders.go.ke
2.21	Interested eligible candidates may obtain further information from and inspect the tender documents at Ministry of Petroleum and Mining, State Department for Petroleum, Nyayo House, at the Supply Chain Management Division on 21st Floor , during normal working hours or through email address: supplychain@petroleum.go.ke .
2.7.1	Language: English
2.10.2	The Prices quoted shall be in either Kenya shillings, United States Dollars, or another freely convertible currency and shall be inclusive of all applicable Taxes.
2.10.3	Prices quoted by the tenderer shall be fixed during the Tender’s performance of the contract and will not be subject to variation on any account.
2.10.4	The Tender Validity Period <i>shall</i> be 150 days from the date of opening of the Tender
2.14.1	Tender security (Bid bond) for Lot 2 is either Kenya Shillings Two Hundred Only (Kshs. 200,000) or United States Dollars Two Thousand Only (USD 2,000) 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 and listed in the website by the Public Procurement Regulatory Authority (PPRA) of Kenya is also acceptable. This <i>shall</i> be in the format provided in the tender.
2.17.1	The tenderer shall seal and submit two copies of the tender, clearly marking each “ORIGINAL TENDER” and “COPY OF TENDER,” ONLY as appropriate. The two shall then be sealed in an outer envelope marked with the words “DO NOT OPEN BEFORE” 6th January 2021 at 10:00am (East African Time)
2.18.1	Completed tender documents are to be enclosed in plain sealed envelopes marked with Tender Name, Reference number and LOT Number to be deposited in the Tender Box labeled MOPM/SDP on 21st Floor at Nyayo House and be addressed to: The Principal Secretary, Ministry of Petroleum and Mining, State Department for Petroleum P.O. Box 51614-00100, <u>NAIROBI</u>

	<p>so as to be received on or before 6th January 2021 at 10:00am (East African Time).</p> <p>NOTE: For the bulky tender documents, they should be delivered to the Ministry of Petroleum and Mining, State Department for Petroleum, 21st Floor, Room 21-20, Nyayo House, Kenyatta Avenue, Nairobi, Kenya.</p>
2.20.1	<p>Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at Ministry of Petroleum and Mining, State Department for Petroleum, on the 23rd Floor Conference Room at 10.00am EAT</p>
2.29.1	<p><i>Performance Security</i></p> <p>The amount of Performance Security shall be 10% of the projected Contract Price in the format of the Performance Security Form provided in the tender document or in the form of a bank guarantee drawn by a bank licensed and operating in Kenya or a foreign bank recognized by the Central Bank of Kenya.</p>
2.24	<p><i>Evaluation criteria for the tender for supply and delivery of Sixty Thousand Meters (60,000M) New LPG Flex Rubber Hose Pipes for domestic use.</i></p> <p><u>Evaluation criteria</u></p> <p>Mandatory Requirements for Preliminary evaluation criteria</p> <ol style="list-style-type: none"> a) Copy of Incorporation/Registration certificate. b) Valid KRA Tax Compliance Certificate for locals and/or an equivalent from the Revenue authority from their country of domicile. Foreign companies shall ensure that their document is notarized. c) An original letter from reputable bank confirming the period the bidder has operated an account with them and demonstrating their credit worthiness. The letter should be from a bank recognized and approved by the Central Bank of Kenya for locals and foreigners. d) Tender security (Bid bond) for Lot 2 is either Kenya Shillings Two Hundred Only (Kshs. 200,000) or United States Dollars Two Thousand Only (USD 2,000) in form of a Bank guarantee from a bank licensed and operating in Kenya or another bank recognized by the Central Bank of Kenya. <p>Tender security from an Insurance Company duly recognized and listed in the website by the Public Procurement Regulatory Authority (PPRA) of Kenya is also acceptable. This shall be in the format provided in the tender.</p> <ol style="list-style-type: none"> e) Manufacturer's authorization certificate will be required in cases where Tenderers for <i>LPG Flex Rubber Hose Pipes for domestic use</i> are different from those manufacturing the <i>LPG Flex Rubber Hose Pipes for domestic use</i>. f) In addition, as a mandatory, the tenderer must submit a 1.5-Meter-long sample of the <i>LPG Flex Rubber Hose Pipe for domestic use</i> they propose to supply as per the specifications

provided below. The sample should clearly be labeled with Bidders name.

- g) Duly filled, dated, signed, dated, and stamped confidential business questionnaire (Section VIII of tender document)
- h) Duly filled, signed, dated, 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).
- i) Duly filled, signed, dated, and stamped Form SD2 Self Declaration confirming that the person/tenderer will not engage in any corrupt or fraudulent practice (Section VIII – Standard Forms).
- j) Duly Filled, signed, dated, and stamped price schedule
- k) Duly filled, signed dated and stamped Letter of undertaking (Section VIII of tender document).
- l) Duly filled, signed, and stamped Form of Tender (Section VIII of the tender document).
- m) Detailed company profile showing the physical address, telephone contacts and organizational structure evidenced by copy of lease agreements, utility bills or proof of ownership (e.g. title deed) of the company location to be verified by the Ministry of Petroleum and Mining.
- n) 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 number).

Failure to meet the above Preliminary requirements will lead to automatic disqualification and bidders will not proceed to the next stage of evaluation)

Technical Evaluation criteria	Score
Provide tenderer’s business profile clearly indicating the ability to supply the LPG Flex Rubber Rose Pipes for domestic use to meet timely Ministry of Petroleum and Mining customer satisfaction.	10
Proof of office duly run and operated by the tenderer. The tenderer should demonstrate this by enclosing copies of lease agreements or ownership of the office space. Non-submission of lease agreements and/or proof of ownership of office space will not earn any marks.	10
Rubber hoses and hose assemblies for use with LPG in the vapor phase for connection of appliances. Each length of hose shall be clearly and durably marked in a contrasting color (i.e. orange hose marked in black) at intervals of not more than 0,5 m with the information printed in characters at least 3 mm	20

<p>in height, and shall include at least the following information:</p> <ul style="list-style-type: none"> a) Manufacturer’s registered trade name/mark, b) The reference to standard, c) Inside diameter in millimeters, (i.e. 8.0 mm), d) Maximum working pressure in bar, e) The words ‘Propane/Butane’ f) Year of Manufacture <p>Note/</p> <ul style="list-style-type: none"> • If any of the markings is missing will lead to the tenderer losing all the marks. • Only LPG hoses manufactured within the last one (1) year will be considered 	
<p>Proof of submission of sample to KEBs for testing evidenced by test results for the sample</p>	10
<p>Provide technical drawings and specifications of the samples of LPG flex Rubber Hose Pipes for domestic use proposed to be supplied</p>	10
<p>Delivery timeline: Tenderer to clearly demonstrate their capability to supply within 10 Weeks, if successful, upon receipt of letter of award and signing of contract, and the tenderer having been given the projected quantities required per annum. This is the period that will be captured in the contract as delivery timelines.</p>	20
<p>Provision of one-year warranty on the Hose and timely replacement of faulty non-working Hose due to manufacturer’s faults.</p>	20
<p>TOTAL</p>	100
<ul style="list-style-type: none"> o) Due diligence <i>shall</i> be carried out to ascertain that the information provided is correct. Any incorrect information provided will amount to immediate disqualification. p) Reservations and Preferences To qualify for a specific preference or reservation, a candidate shall provide evidence of eligibility as prescribed <p>Non-conformity to the technical evaluation criteria and the due diligence set out in the tender will render any submission non-responsive.</p> <p>For the tenderer to be considered technically responsive they should score 70% and above</p>	

2.25.1	Preference allowed in the evaluation of tenders shall be pursuant to the Public Procurement and Asset Disposal Act, 2015 and the attendant regulations.
2.27.4	<i>Award criteria</i> The Procuring entity will award the contract to the successful tenderer whose tender has been determined to be responsive and is the lowest evaluated bidder. Award of the tender will be subject to prevailing market prices and post qualification /due diligence.

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated: -

- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization purchasing the Goods under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

3.2 Application

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

3.3 Country of Origin

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

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

3.4 Standards

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

3.5 Use of Contract Documents and Information

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

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

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all

copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

3.6 Patent Rights

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

3.7 Performance Security

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

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

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

3.8 Inspection and Tests

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

3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

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

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

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

3.9 Packing

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

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

3.10 Delivery and Documents

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

3.11 Insurance

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

3.12 Payment

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

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

3.13 Prices

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

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

3.13.3 Where contract price variation is allowed, the variation shall not exceed 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
- (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 its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7	The performance security shall be 10% 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.
3.12.1	Payment to be made to the value of the cylinders delivered at the Procuring entity (Ministry of Petroleum and Mining, State Department for Petroleum) Delivered Duty Paid (DDP) National Oil's Nairobi Terminal (NNT), Nanyuki Road, Industrial Area, Nairobi, Kenya in a manner to be specified in the contract.
3.18.1	<p>Resolution of Disputes</p> <p>If, after thirty (30) days from the commencement such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require arbitration in accordance with the following provisions:</p> <p><u>1.Selection of arbitrators:</u> Each dispute submitted by the 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> <p>(a) Where the parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing days after receipt by the other party of the proposal of a name for either party may apply to the Nairobi centre for 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 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</p>

	<p>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><u>2. Rules of procedure.</u> 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><u>3. Substitute arbitrators.</u> If for any reason an arbitrator is unable to perform his function, a substitute arbitrator shall be appointed in the same manner as the original arbitrator.</p> <p><u>4. Seat of arbitrator.</u> The seat of the arbitration shall be in Kenya.</p> <p><u>5. Language.</u> The English language shall be the official language for all purposes.??</p>
OTHER CONDITIONS	The copy of the cylinder type test certificate will be submitted per batch manufactured and supplied.
	<p>It will be mandatory for the successful tenderer to get a Kenya Bureau of Standards (KEBS) Manufacturer’s certifications of their products prior to supply. This will be checked and verified during Due Diligence exercise. Bidders without Valid KEBS Certificate <i>shall</i> be declared Non-responsive.</p> <p>The Standardization (S) Mark is mandatory for local manufacturers and Tenderers or an equivalent for foreign manufacturers or Tenderers where they are domiciled.</p>
One Bid per Tenderer	Each Tenderer <i>shall</i> submit only ONE Bid either by self, or as a partner in Joint Venture. A Tenderer who submits or participates in more than ONE Bid will be disqualified.
	Manufacturing batch certificates are to be submitted to the Ministry of Petroleum and Mining for each manufacturing batch produced. The batch certificates will be issued strictly in accordance with the relevant manufacturing standard. For imported cylinders this may involve several manufacturing batches per shipment.
	The quantities in the tender document is the minimum and more quantities may be procured within the contract period.

SECTION V - TECHNICAL SPECIFICATIONS

5.1 General

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

5.2 Warranty

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

PARTICULARS

A. LOT 1

5.3.1 Drawings and samples

The tenderers must provide drawings and sample plates of their work as part of their tender document. The sample plate with brand colors and logo must meet the specifications given below under particulars.

5.3.2 LPG CYLINDERS - 6KG

The projected quantity required for the contract period is as follows:

Cylinders

Size of cylinder	Unit of measure	Annual projected Quantity
6 KG	Pieces	20,000

5.3.3 TERMS OF REFERENCE - LOT 1

A. Design and construction of refillable welded steel Gas cylinder for LPG

5.3.3.1 Norms and Standards Used

Directive 1999/36/EC TPED – Transport Pressure Equipment Directive – Mark Transportable Refillable Welded Steel Cylinders for Liquefied Petroleum Gas – Design and Construction

KS ISO 4706:2008 Gas Cylinders – refillable welded steel cylinders –Test pressure 60 bar and below

ISO 22991: Gas Cylinders – Transportable Refillable welded steel cylinders for Liquefied Petroleum Gas (LPG) – Design and Construction

KS06-04 – Kenyan Standard for specification for hot rolled steel sheets for manufacture of low-pressure gas cylinders

KS201:2007 – Valve for Liquefied Petroleum Gas cylinders for domestic use – specifications

5.3.3.2 Scope

- a) The specification deals with welded low carbon steel cylinders intended for storage and transportation of low-pressure liquefiable gases of nominal capacity 5 litres up to 250 litres of water capacity and design pressure for 18N/mm².
- b) The Kenya Bureau of Standards (KEBS) lays down the requirements for the material to be used in the manufacture of cylinders, their construction, making and testing.
- c) The Standardization (S) Mark from Kenya Bureau of Standards (KEBS) shall be mandatory.
- d) The Diamond Mark from Kenya Bureau of Standards (KEBS) shall be an added advantage.

5.3.3.3 Description of the cylinder design

- a) The body of the cylinder will be made of two drawn ends (two part cylinders) or of two drawn ends and a longitudinally welded cylindrical shell (three-part cylinders).
- b) The neck will be welded into the hole of the upper end for fitting the valve.
- c) The base will be welded onto the lower end to ensure the stability of the cylinder. The base will be equipped with holes in its lower part in order to prevent accumulation of moisture.
- d) Both plastic and steel protective caps should conform to the requirements of EN 962.
- e) Cylinders will be equipped with a unified valve in accordance with the Kenya Bureau of Standards Requirements.
- f) Cylinder designs should have the collar welded onto the upper end for protection of the valve and for carrying the cylinder.

5.3.3.4 Material of pressure parts

- a) The material used for the manufacture of cylinders shall conform to KS ISO 4706:2008.
- b) The cylinder manufacturer shall obtain and provide Certificates of Cast (Heat) Analysis of the steels supplied for the construction of the gas cylinders and establish means to identify the cylinders with casts from which they are made.
- c) The material used for the manufacture of the valve pad or bung shall be compatible with that used for the cylinder body.
- d) The material used for backing strip shall be compatible with that used for the cylinder body.

5.3.3.5 Design

- a) The cylinder shall be of welded construction having cold or hot drawn cylinder portion with hemispherical, ellipsoidal or tori spherical ends welded to it or two halves cold or hot drawn and circumferentially welded together.
- b) The calculation of the thickness of the pressure parts of the gas cylinder is related to the minimum yield strength of the material under section number 4 (material of pressure parts) above.
- c) The thickness of the shell for 6kg cylinder shall not be less than 2.40mm and the actual thickness of the end or dished part shall not be less than the thickness of the cylindrical portion.

5.3.3.6 Fabrication

Welding

- a) The cylinder shall be welded by a suitable fusion welding method.
- b) Before welding, the plates to be joined shall be free from scales, grease, oil and dirt. Before the cylinders are closed, longitudinal welds wherever used shall be visually examined from both sides to ensure the weld is satisfactory.
- c) Welds shall have an even finish and shall merge into the parent material without undercutting or abrupt irregularity.
- d) The welding electrodes used shall be such that the desired properties of the weld are obtained, and the mechanical values of the welded metal are not lower than the specified values of the parent material.
- e) The chemical composition of the weld shall be compatible with the parent material.
- f) As far as possible, all welded joints shall be double welded butt joints.

Manufacture

- a) The number of longitudinal seams in the welded cylinder shall not exceed one and the number of circumferential seams shall not exceed two.
- b) When the welded cylinder contains a longitudinal seam, the edges of the plate forming the longitudinal joint of the shell shall be rolled or formed by pressure, not by blows to required curvature.
- c) The end or dished part shall be of hemispherical, semi-ellipsoidal or torispherical shape. These shall be forgings suitably thickened to take the valve, or pressed ends, with provision for the valve made by a welded-on cap piece or nipple. The end shall have a cylindrical skirt or parallel portion of a minimum length of 20mm or three times the shell thickness, whichever is greater.

- d) Agreed Finish Thickness shall not be less than the minimum calculated wall thickness and definitely not less than that specified on **clause 5.3.3.5**
- e) Examination Of The Cylinders Before Closing In Operation – Each cylinder shall be examined for wall thickness, before the closing in operation, circularity of the cylindrical shell and skirt portion of ends, external and internal surface defects, the profile regularity of the ends, offsets at the joints and straightness.
 - i) *Circularity* – The out of roundness of the cylindrical shell shall be limited to such a value that the difference between the maximum and minimum outside diameter in the same cross section is not more than 1% of the mean diameters.
 - ii) *Surface Defects* – The internal and external surfaces of the cylinder shall be free from defects which will adversely affect the safe working of the cylinder.
 - iii) *Profile Regularity* – The inner surface of the end shall not deviate from the prescribed shape by more than 1.25% of the nominal diameter of the head skirt.
 - iv) *Offset at the Joint* – the mis-alignment measured at the surface of the plates shall not exceed 10% of the nominal plate thickness. Where the thickness of the ends exceeds the shell thickness by more than 25%, the abutting edges shall be reduced by a smooth taper extending for a distance of four times the offset between the abutting edges.
 - v) *Straightness* – unless otherwise shown on drawings, the maximum deviation of the shell from a straight line shall not exceed 0.3% of the cylindrical length.
 - vi) *Water Capacity* – water capacity of the cylinder shall have a tolerance of +3% / - 0%.

Valves

- a) The valve connection may be forged integral with the end or in case of a valve connection not forged integral with the end, it shall consist of a welded or brazed pad, boss or nipple and shall be threaded to suite the type of valve.
- b) The valve shall be protected in one of the following ways:
 - i) By a stout metal cap perforated for ventilation and of thickness not less than 2.50mm screwed to the neck.
 - ii) By a stout metal collar welded to the upper end of the cylinder concentric with the neck. The height and diameter of the collar shall ensure adequate protection to the valves. The thickness of the collar shall not be less than 2.0mm.

Foot ring

- a) The foot ring when fitted as a separate fixture to the bottom end of the cylinder shall be at least 20mm away from the circumferential welds. The thickness of the sheet from which the foot ring is made shall be curled inwards to facilitate safe handling. It shall be provided with holes to avoid corrosion.
- b) The maximum permissible deviation from the vertical shall not exceed 1 Degree. The foot ring shall be sufficiently strong and made of material compatible with that of the cylinder. The bottom of the foot ring shall not be less than 8mm below the outside bottom of the cylinder shell for cylinders up to 34 litres water capacity and not less than 25mm for cylinders of more than 34 litres water capacity.

5.3.3.7 Heat Treatment

- a) All cylinders shall be efficiently normalized or stress relieved after manufacture and completion of all welding and before hydrostatic test is applied. A complete record of the heat treatment cycle shall be maintained.

5.3.3.8 Radiographic examination

- a) Radiographic examination shall comply with the techniques and acceptability criteria set forth in ISO 2504. The radiographic technique used shall be sufficiently sensitive to reveal a defect having a thickness equal to 2% of the combined thickness of the weld and the backing strip.
- b) One out of each 100 consecutive cylinders from continuous production shall be taken at random for spot radiography.
- c) In addition, after a change in the type or size of cylinder or the welded procedure (including machine settings) or after break in the production exceeding four hours, the first cylinder welded shall be taken for spot radiography.
- d) On each cylinder so taken, each weld intersection and 100mm of the adjacent longitudinal weld and 50mm (25mm each side of the intersection) of the adjacent circumferential weld shall be radiographed.
- e) Interpretations of Radiographs – for correct interpretation of radiographs, the film density shall preferably be between 2 and 3 but in no case less than 1.7.
- f) Any one of the following imperfections shall be **unacceptable**:
 - i) any type of crack or zone or incomplete fusion or penetration;
 - ii) any elongated slag inclusion which has a length greater than half the thickness with a maximum of 6mm for thickness exceeding 18mm; and

- iii) any group of inclusions of slag in alignment the total length of which exceeds the thickness over a length of 12 times the thickness except when the distance between successive defects exceeds 6 times the length of the longest defect in the group.

5.3.3.9 Mechanical tests

- a) The manufacturer shall provide testing facilities for the mechanical tests.
- b) Hydraulic Test – each heat-treated cylinder shall be subjected to hydraulic pressure test equivalent to twice the design pressure but not less than 30 bars. The pressure shall be applied slowly and held for a sufficient length of time for examination only. Any cylinder showing leakage shall be treated as a case of failure and shall be repaired and tested.
- c) Pneumatic Test – subsequent to the hydraulic test, every cylinder shall be subjected to a pneumatic test at a pressure of one and half times the working pressure but not less than 15 bars. At these pressures, there shall be no leakage. When under pneumatic pressure, the cylinder shall either be completely immersed in water or all seams shall be painted with a solution of soap and water. If cylinders are ordered with valves fitted, pneumatic testing must be done after the valves have been fitted to check that the connection between the valve and cylinder does not leak.
- d) Bursting Test – one cylinder taken at random from each batch of 500 or less shall be subjected to an internal hydrostatic pressure till it bursts. The cylinder shall burst without fragmentation.
- e) Acceptance tests:
 - i. the following tests shall be made on test pieces taken at random out of each batch of 500 or less from heated treated cylinders:
 - a) Tensile tests – one in a longitudinal direction on plate material.
 - b) Weld tests – including one reduced section tensile test, one face and one root bend test in all direction transverse to the weld and macro and micro examination. The face and root of the weld in test specimens shall be machine flush to plate surface.
 - c) Minimum thickness test – once.
 - ii. If a sample fails in any of the mechanical tests:
 - a) The mechanical test in which the failure occurred shall be repeated on the cylinder in addition all the mechanical tests shall be carried out on another cylinder from the batch.

- b) The batch may be reheat treated and mechanical tests performed on two cylinders which have previously not been tested. If both cylinders comply, the batch may be accepted.
- iii. If any of the mechanical tests fails, the batch shall be rendered unserviceable for holding LPG under pressure.
- f) Cylinders showing leaks in the hydraulic or pneumatic leakage tests at any other place other than the weld shall be rejected and rendered unserviceable.
- g) Defects in radiography – if a cylinder fails due to non-compliance, then the following procedure shall be adopted:
 - i. All cylinders belonging to the control unit in which the cylinder failed shall be rejected. From the rest of the batch, one cylinder from each control unit shall be selected at random and cylinders shall be passed or failed control unit wise depending upon the result of the burst tests.
 - ii. If failure can be attributed to a cause which is discernible even before the test, all cylinders with such defects shall be segregated and reprocessed after repair. From the balance of the cylinders, two more cylinders shall be selected at random and tested. If one or both fail, then the procedure laid down for testing control-unit wise shall be adopted.

5.3.3.10 Control and tests

During the manufacture, the following controls and tests should be carried out in order to ensure the quality of manufacture:

- a) Mechanical tests of the parent material of pressure parts – EN 10002-1
- b) Inter-stage control of dimensions of individual parts
- c) Mechanical tests of welded joints – EN 876, EN 895, EN 910, EN 1321
- d) Radiographic examination of welded joints – EN 1435
- e) 100% visual control of all welds – EN 970
- f) 100% hydraulic pressure test 30 bars – EN 1442
- g) Burst test under hydraulic pressure – EN 1442
- h) Regular control of the surface finish thickness
- i) 100% visual control of the surface finish
- j) 100% tightness test with compressed air of 15 bar after fitting the valve

The frequency and the manner of execution of the above-mentioned tests are stated in the relevant standards used for the design and construction and in the corresponding standards.

The inspection of the cylinders will be carried out by an independent inspection body.

The quality of manufacture is guaranteed by the implementation of the quality control system ISO 9000 and EN 14001.

5.3.3.11 Zinc Metalizing and Powder Painting

All cylinders shall have one coat Zinc Metalized 40 microns minimum and at least one coat one baked stoving powder paint 50 microns minimum.

5.3.3.12 Cylinder Color & Gas Yetu Logo Color Specifications

The Cylinder Color Specifications for the cylinder shall be as follows:

COLOURS	PANTONE 2745C
	PANTONE 185C
	PANTONE 375C

The Gas Yetu logo Specifications shall be as detailed on **Appendix 1**

5.3.3.13 Cylinder Embossing and Safety Instructions on Cylinders

The successful tenderer shall emboss all cylinders with brand name **Gas Yetu** on the upper shell of each cylinder and stamped as **GOK – Gas Yetu** on the foot ring

Safety instructions shall be screen printed or by use of Safety Stickers on each cylinder as detailed on **Appendix 2**

5.3.3.14 Records

A record shall be kept of all tests made at the cylinder manufacturer's works and copies shall be forwarded to the Ministry of Petroleum and Mining and to the inspecting authority.

5.3.3.15 Preparation for dispatch

Before being fitted with valves, all cylinders shall be thoroughly cleaned and dried internally to the satisfaction of the inspecting authority. The outside shall be given a suitable protective coating before dispatch. Threads of the cylinder bung shall be greased to protect from rust.

5.3.3.16 Packaging

Each cylinder will be protected by a plastic net or any other alternative protection that does not harm the cylinder at the circumferential welds in order to prevent the damage of the surface finish during the transportation.

5.3.4 TERMS OF REFERENCE

B. KENYA STANDARD KS 201:2007 - VALVE FOR LIQUEFIED PETROLEUM GAS CYLINDERS FOR DOMESTIC USE

5.3.4.1 Specification

This specification covers the requirements of unified valves for LPG cylinders of nominal capacity 7.0 litres up to 47.6 liters water capacity, a design (rated service) pressure rating of 1.8 MPa and LPG Cylinders of 6kg.

5.3.4.2 Terms and definitions

For the purposes of the specifications, the following terms and definition apply.

LPG

This shall be as defined in KS 03 – 91: Specification for Liquefied Petroleum Gas.

Cylinder valve

Valve designed for use in one or more of the following applications: liquid filling, liquid service, vapor service, liquid level indication.

External tightness

Resistance to leakage through the valve body to or from the atmosphere.

Internal tightness

Resistance to leakage across the valve seat, or other internal sealing components, when the valve is closed.

Valve body

Major valve component including valve stem and/or valve outlet and, where applicable, the provision for other optional components.

Non – return valve

Valve designed to close automatically to restrict reverse flow.

Sealing element

Element used to provide internal leak tightness.

Valve stem

Section of the valve body which connects to the cylinder.

Valve outlet

Section of the valve to which a regulator or connector can be fitted.

Type test

Test or series of tests conducted to prove that the design meets the requirements of this standard.

Cylinder opening

Part of the cylinder to which the valve stem connects.

Quick coupling connector/regulator

System which enables an appliance or equipment to be connected to a cylinder valve without the use of tools.

Test pressure

Pressure at which the valve or component is tested in bar gauge.

Sediment tube

Device designed to reduce the risk of foreign matter, which may be in the cylinder, entering the valve.

Protection cap/Dust cap

Device fitted to the valve outlet and intended for one or more of the following functions:

- a) to protect the outlet; and
- b) to prevent the ingress of foreign matter to indicate unauthorized manipulation.

Sealing cap

Device fitted to, or integral with, the outlet of the cylinder valve to provide secondary closure.

Valve operating mechanism

Mechanism that opens the valve when, or after, a regulator or connector is fitted and closes automatically when, or before, a regulator or connector is disconnected.

Sealing mechanism

Mechanism to obtain internal leak tightness.

5.3.4.3 Materials

- i) The body of the valve shall be made of brass whose chemical composition shall be as follows:

Composition Element	% Composition
Copper	57 – 61%
Lead	0.2 – 2.5%
Tin	0.2% max
Nickel	0.3% max
Aluminium	0.05% max
Iron	0.2% max
Zinc remainder	
Others	0.2% max

- ii) The valve seat shall be made of brass or neoprene.
- iii) The valve seals shall be made of neoprene or nitrile.
- iv) The spindle shall be made of brass (should be of same composition as the body of the valve).
- v) The spindle guide shall be of acetal resin.
- vi) The spring shall be of stainless-steel spring wire.
- vii) The locking nut shall be made of brass (should be of same composition as the body of the valve).
- viii) The gasket shall be made of neoprene or nitrile.

5.3.4.4 Performance requirements

- i) The valve shall be of the self-closing type, closed by gas pressure in the cylinder assisted by a small stainless-steel spring.
- ii) The valve shall be completely gas-tight and shall have no regulating function that can restrict high filling rates.
- iii) The 6 kg cylinder shall be fitted with camping valves
- iv) If it is with a safety relief valve, then the safety relief valve shall be of pop-action type and shall have a set pressure of 2.55 MPa.
- v) The safety relief valve shall open to allow blow-off should the cylinder pressure under extreme conditions reach 2.94MPa.
- vi) The capacity of the safety relief valve when fully open shall be 5.0 cubic metres of air per minute.
- vii) The spindle shall be able to move freely.

5.3.4.5 Dimensions

The dimensions of the top portion of the unified valve shall be on the proportion required in Kenya by the Kenya Bureau of Standards (KEBS). The thread details

5.3.4.6 Tests

1 External leakage test

- i) Every valve shall be free from leakage through the stem or body seals or other joints, and shall not show any evidence of porosity when tested for 45 seconds at any pneumatic pressure between 1.0 and 1.5 times the rated service pressure of the valve.

- ii) During this test, the valve is to be connected to a source of pneumatic pressure. A positive shut-off valve and a pressure gauge, having a pressure range of not less than 1.5 times nor more than 2 times the test pressure, are to be installed in the pressure supply piping.

The pressure gauge is to be installed between the shut-off valve and valve under test. While under applied test pressure, the valve shall be submerged in water or any other suitable leak detection procedure may be used.

2 **Seat leakage tests**

- i) The seat leakage test is to be conducted with the inlet of the valve connected to a source of pneumatic pressure, the valve in the closed position, and with the outlet open. A positive shut-off valve and a pressure gauge having a pressure range of not less than 1.5 times nor more than 2 times the test pressure is to be installed between the shut-off valve and the valve under test. While under the applied test pressure, observations for leakage are to be made with the open outlet submerged in water or any other seat leakage testing procedure may be used.
- ii) The seat of the valve, when in the closed position, shall be free from leakage at any pneumatic pressure between 1.0 and 1.5 times the rated service pressure of the valve.
- iii) All valves shall pass the External Leakage Test and Seat Leakage Test.

3 **Endurance Test**

- i) A valve shall be capable of complying with the applicable leakage test requirements of **tests 1** and **2** after being subjected to 6,000 cycles of opening and closing.
- ii) A valve for use with the LPG is to be tested with the valve outlet plugged, the valve body filled with hexane, and the valve inlet subjected to a pressure of 1.725 MPa.
- iii) An endurance test is to be conducted at a rate not faster than 10 times per minute.

4 **Hydrostatic Strength Test**

- i) The sample is to be connected to a source of hydrostatic pressure. A positive shutoff valve and a pressure gauge, having a pressure range not less than 1.5 times nor more than 2 times the test pressure.

The pressure gauge is to be installed in piping between the shut-off valve and valve under test.

- ii) The valve shall be capable of withstanding without rupture or permanent distortion, a hydrostatic pressure 5.0 times the rated service pressure of valve, for 45 seconds.

5.3.4.7 Criteria of acceptance

Endurance of Hydrostatic Tests

For the purpose of clause 5.3.3.6, tests **3** and **4** above, which should be conducted separately, a lot shall be 5,000 valves. A sample of 50 valves shall be selected at random from the lot. All samples shall comply.

5.3.4.8 Marking

The following shall be stamped on the valve:

- (i) Name and/or trademark of the manufacturer.
- (ii) Date of testing/batch number.
- (iii) Rated service pressure.
- (iv) Pressure relief valve set pressure.
- (v) Punching at the body of the cylinder shall not be allowed unless embossed.

5.3.5 TERMS OF REFERENCE

C. LPG CYLINDER SAMPLES

CYLINDER VERIFICATION

Tenderers will submit the following as part of their Tender submission:

1. Three (3) sample color plates with brand log for cylinder – different designs of 6 kg size correctly stamped
2. Full contact details
3. A stamped copy of the cylinder design drawing.
4. The copy of the cylinder design drawing is a one-off submission providing that there is no change to the manufacturer or cylinder standard or cylinder design.
5. The copy of the cylinder design drawing will be retained by the Ministry of Petroleum and Mining. This drawing will not be made available to third parties other than the Kenya Bureau of Standards upon their request.
6. A stamped copy of the cylinder design calculations
7. The copy of the cylinder design calculations is a one-off submission provided that there is no change to the manufacturer or cylinder standard or cylinder design.
8. The copy of the cylinder design calculations 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.
9. A stamped copy of the cylinder type test certificate by a certified accreditation body.
10. Original or certified copies of the manufacturing batch certificates for the sample cylinders.
11. Sample cylinder colour plates and brand logo are required to carry the correct markings before being submitted.
12. References to "certified copies" shall mean that the copies are verified as being true copies of the original by a commissioner of oaths. This shall be done at source.

13. The copy of the cylinder type test certificate will be submitted per batch manufactured and supplied.
14. Copies of cylinder test certificates will be retained by the Ministry of Petroleum and Mining for record purposes. This document will not be made available to third parties other than the Kenya Bureau of Standards (KEBS) upon their request.
15. A copy of the accreditation body's certificate.
16. Manufacturing batch certificates are to be submitted to the Ministry of Petroleum and Mining for each manufacturing batch produced. The batch certificates will be issued strictly in accordance with the relevant manufacturing standard. For imported cylinders this may involve several manufacturing batches per shipment.
17. A certificate issued by an accredited test house to prove the valve design and threads comply with the requirements of Kenya Bureau of Standards (See clause 5.3.3).

5.3.6 TERMS OF REFERENCE

D. LPG CYLINDER SPECIFICATIONS

CYLINDER INFORMATION

5.3.6.1 Marking

- a) Marking will be made by stamping, embossing or by spraying onto a form.
- b) Marking will be placed on the following parts or their combinations:
 - Collar/Handle
 - Neck
 - Base
 - Body
 - Steel Plate welded onto Cylinder
- c) Basic Marking:
 - Year of Manufacture
 - Country of Origin and Manufacturer's Mark
 - Serial Number assigned by Manufacturer
 - Test Pressure in Bars (or MPa) and Hydraulic Test in N/mm²
 - Weight of Empty Cylinder Without Valve and Without Surface Finish
 - Tare Weight (Weight of Cylinder with Valve and Surface Finish)
 - Maximum Filling Weight in Kgs
 - Gross Weight in Kgs
 - Minimum Water Capacity of Cylinder in Litres
 - Manufacturing Standard
 - Identification Mark of Inspection Body
 - Date of First Test
 - Thickness of Plate in mm

B. LOT 2

5.3.1 Drawings and samples

The tenderers must provide drawings and samples of the LPG Flex Rubber Hose Pipes for domestic use they propose to supply as part of their tender document.

5.3.2 LPG FLEX RUBBER HOSE PIPES FOR DOMESTIC USE

The projected quantity required for the contract period is as follows:

LPG Flex Rubber Hose Pipes for Domestic Use

The projected quantity required for the contract period is as follows

Description	Unit of measure	Projected Quantity
LPG Flex Rubber Hose Pipes for Domestic Use as per specification	Meters	60,000

NB:

Delivery shall be in rolls equivalent to 60,000M

5.3.3 TERMS OF REFERENCE

LPG HOSE SAMPLES

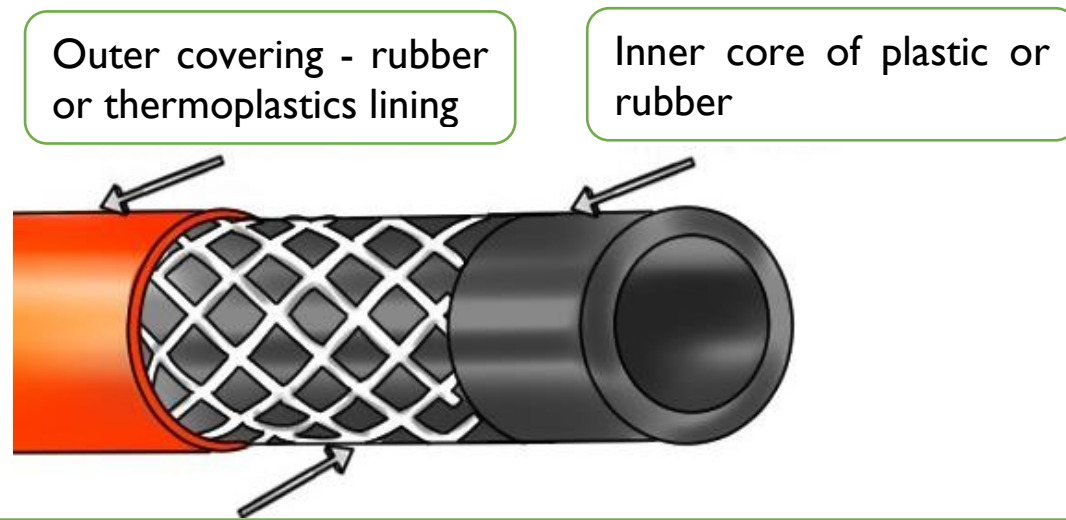
VERIFICATION

Tenderers will submit the following as part of the Tender Pre-qualification:

1. One sample of the **LPG flex rubber hose pipe** they propose to supply, correctly labeled with the Tenderer's name, and stamped. **(1.5 Metre Long)**
2. Full contact details of the tenderer should be put on the sample.
3. A stamped copy of the **LPG flex rubber hose pipe** design drawings. All Hose to be supplied must be accompanied with their technical drawings.
4. Copies of the **Hose** KEBS test certificates that will be retained by Ministry of Petroleum and Mining for record purposes.

LPG FLEX RUBBER HOSE SPECIFICATION

- a) Flex Rubber Hoses made for LPG in the gaseous phases which shall consist of rubber or flexible thermoplastic lining with a reinforcement made of natural or synthetic textile material applied either spirally wound or braided, and a flexible rubber or thermoplastic outer cover as shown in the image below:-



Reinforcement of natural or synthetic fibers applied either spirally wound or braided

- Should be leak proof
- Each length or hose shall be clearly and durably marked in a contrasting colour at intervals of not more than 0,5 m with the information printed in characters at least 3 mm in height, and shall include at least the following information:
 - a) Manufacturer's registered trade name/mark,
 - b) The reference to standard,
 - c) Inside diameter in millimeters, (i.e. 8.0 mm),
 - d) Maximum working pressure in bar,
 - e) The words 'Propane/Butane'
 - f) Year of Manufacture

SECTION VI – SCHEDULE OF REQUIREMENTS

LOT I: - 6 KG LPG DOMESTIC CYLINDERS FITTED WITH UNIFIED VALVE AS PER SPECIFICATIONS

S/Number	Description	Unit of measure	Annual projected quantity	Country of origin	Production schedule per week from receipt of order
1	Supply and Delivery of fifty Thousand (2,000 No.) 6 Kg Domestic LPG Cylinders Fitted With Unified Valve (Camping Valve) as per specifications	No.	20,000		

LOT II - LPG FLEX RUBBER HOSE PIPES FOR DOMESTIC USE AS PER SPECIFICATIONS

S/Number	Description	Unit of measure	Quantity	Country of origin	Production schedule per week from receipt of order
	LPG Flex Rubber Hose Pipes for Domestic Use as per specifications	meters	60,000		

N/B

The quantities in the above schedule is the minimum and more quantities may be procured within the contract period.

SECTION VII – PRICE SCHEDULE FOR GOODS

LOT I: 6 KG LPG DOMESTIC CYLINDERS FITTED WITH UNIFIED VALVE

Name of tenderer _____ Tender Number _____ Page _____ of _____

1	2	3	4	5	6	7	8	9
Unit of Measure	Description	Country of origin	Annual Projected Quantity (No.)	Unit price (include Currency)	Total Price EXW per item (cols. 4x5) (include Currency)	Unit price of other incidental services payable (include Currency)	Total Price to Nairobi (National Nairobi Terminal) inclusive of all applicable Taxes (include Currency)	Delivery Schedule
No.	Supply and Delivery of fifty Thousand (2,000 No.) 6 Kg Domestic LPG Cylinders Fitted with Unified Valve (Camping Valve) as per specifications		20,000					

Signature of tenderer _____

Prices quoted should be delivered duty paid to National Oil's Nairobi Terminal (NNT), Nanyuki Road, Industrial Area, Nairobi, Kenya expressed in either Kenya shillings, United States Dollars, or another 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. Prices quoted should be net inclusive of any applicable taxes.

LOT II: - LPG FLEX RUBBER HOSE PIPES FOR DOMESTIC USE

Name of tenderer _____ Tender Number _____ Page _____ of _____

1	2	3	4	5	6	7
Unit Of measure	Description	Country of origin	Annual Projected Quantity (Meters)	Unit price per Meter inclusive of all applicable taxes (include Currency)	Total Price to Nairobi inclusive of all applicable taxes (include Currency)	Delivery Schedule
meters	LPG Flex Rubber Hose Pipes for Domestic Use as per specifications		60,000			

Signature of tenderer _____

Prices quoted should be delivered duty paid to National Oil's Nairobi Terminal (NNT), Nanyuki Road, Industrial Area, Nairobi, Kenya expressed in either Kenya shillings, United States Dollars, or another 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. Prices quoted should be net inclusive of any applicable taxes.

SECTION VIII – STANDARD FORMS

Notes on the sample Forms

- 1 **Form of Tender** – The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
- 2 **Confidential Business Questionnaire Form** – This form must be completed by the tenderer and submitted with the tender documents.
- 3 **Tender Security Form** – When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
- 4 **Contract Form** – The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
- 5 **Performance Security Form** - the performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
- 6 **Bank Guarantee for Advance Payment Form** – When Advance payment is requested for by the successful Tenderer and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.
- 7 **Manufacturers Authorization Form** – When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.
- 8 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).
- 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).
- 10 Duly filled, signed, stamped, and dated **Letter of Undertaking** (Section VIII – Standard Forms).

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 bankersBranch

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

	2.
	3.
	4.
	5.
Date	Signature of Candidate
.....	

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

8.3 TENDER SECURITY FORM

Whereas [*name of the tenderer*]
(hereinafter called “the tenderer”) has submitted its tender dated
[*date of submission of tender*] for the supply, 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]

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 Tenderer 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 Tenderer, 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)

Tenderer 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 Tenderer 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 Tenderer, 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 Tenderer, 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 Tenderer will not engage /has not engaged in any corrosive practice with other Tenderers 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)

Tenderer’s Official Stamp

8.10 LETTER OF UNDERTAKING (LPG 6KG CYLINDERS FITTED WITH UNIFIED VALVE)

Address of Tenderer

To: Procuring Entity

RE: Tender No.

Tender Name

We, [full Tenderer name and

address]..... do hereby irrevocably

and unequivocally undertake to the Procuring Entity that the LPG cylinder,

components and/or fittings (cylinder complete with valve and rubber seal)

manufactured and supplied by [full Tenderer/manufacturer name and address]

.....are in accordance with the

specifications contained in this tender and are compatible for filling, transportation

and use as pressurized vessels for Liquefied Petroleum Gas (LPG)...

Dated: _____

Signed by: _____ Official Stamp _____

Full Name printed: _____

8.10

**LETTER OF UNDERTAKING (LPG FLEX RUBBER HOSE
PIPES FOR DOMESTIC USE)**

Address of Tenderer

To: Procuring Entity

RE: Tender No.

Tender Name

We, [full Tenderer name and

address]..... do hereby irrevocably

and unequivocally undertake to the Procuring Entity that the LPG Flex Rubber Hose

Pipes for domestic use, manufactured and supplied by [full Tenderer/manufacturer

name and address]are in

accordance with the specifications contained in this tender and are compatible for

domestic use.

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

8.12

FORM RB 1
REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO..... OF20.....

BETWEEN

..... APPLICANT

AND

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

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

REQUEST FOR REVIEW

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

- 1.
 - 2.
- etc.

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

- 1.
 - 2.
- etc.

SIGNED (Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary

APPENDIX 1: GAS YETU CYLINDER



Width = 8.5cm | Height = 6.5cm

#94D500
C M Y K
47% 0% 100% 0%

#000000
C M Y K
0% 0% 0% 100%

#ED1C24
C M Y K
0% 99% 97% 0%

COLOURS



APPENDIX 2

GAS YETU SAFETY INSTRUCTIONS		
CAUTION		ILANI
ALWAYS KEEP the LPG CYLINDER in a well-VENTILATED space, in an UPRIGHT position and AWAY from HEAT, OPEN FLAMES and CHILDREN	insert product Class LOGO	SIMAMISHA MTUNGI WA GESI PALIPO HEWA YA KUTOSHA, PASIPO JOTO, CHECHE ZA MOTO NA MBALI NA WATOTO
Cooking GAS has CHARACTERISTIC STENCH SMELL to alert you of LEAKAGE.		GESI INA HARUFU MAHALUMU KAMA UVUNDO AU KITUNGUU SAUMU ILI KUKUHADHARISHA IVUJAPO
If you detect gas smell or suspect Gas Leakage,		UKIHISI HARUFU YA GESI
a) Do NOT Light Fire, flames, or operate any electrical, electronic appliances and lights.		ZIMA MOTO NA USIWASHE MOTO AU MITAMBO YA NGUVU ZA UMEME AU SIMU
b) SHUT the Regulator or Burner	Insert KEBS Diamond Mark	ZIMA MITAMBO YA GESI
c) If safe to do so, Disconnect the cylinder, Open Windows and doors and take cylinder out and away from flames		IKIWA SALAMA, ONDOA MTUNGI, FUNGUA MADIRISHA NA MILANGO, PELEKA MTUNGI INJE YA NYUMBA NA MBALI NA CHECHE ZA MOTO
If leakage is from Cylinder, return to the dealer or stockist. If accessories are leaking replace Immediately		UKITHIBITISHA UVUJAJI WA GESI KUTOKA KWA MTUNGI, URUDISHE KWA KITUO KILICHOKUUZIA KWA UANGALIFU
In Case of Fire, evacuate safely and Raise Alarm		Kukiwa na moto tafadhali ondoka na utahadharishe wengine kwa haraka