

TENDER No.
MOPM/ONT/12/2020-2021

FOR

PROVISION OF CYLINDER SMART METERING (CSM) SERVICES AND TECHNICAL SUPPORT FOR DISPENSING LIQUEFIED PETROLEUMGAS (LPG) FROM 6KG LPG CYLINDERS FITTED WITH CAMPING VALVES AS PER SPECIFICATIONS – THREE (3) YEARS FRAMEWORK CONTRACT

Please refer to the **Tender for Provision Of Cylinder Smart Metering (CSM) Services And Technical Support For Dispensing Liquefied Petroleumgas (Lpg) From 6kg Lpg Cylinders Fitted With Camping Valves As Per Specifications – Three (3) Years Framework Contract** Tender No. **MOPM/ONT/12/2020-2021** that was advertised on 11th May 2021.

We hereby issue this **1st addendum** as below, after requests for clarification were sought as quoted below:

No.	Bidder's Query / Clarification Request or Extract as per Tender document originally uploaded	MOPM Response and/or Amendment to the tender
1	Upfront payment of connection fee	<p>There will be no upfront payment</p> <p>However, there will be a connection fee that shall be payable as described below:</p> <p>Connection Fee: A one-off payment for an end user on boarded, configured, connected, and activated into the CSM system. The one-off payment shall be for every cylinder smart meter (CSM) physically availed, and successfully set up in the system as per specifications and upon inspection and acceptance by the Procuring Entity.</p> <p>The Connection Fee will be paid upon delivery, successful tests via test kit, inspection, and acceptance of the CSM to the respective Counties as listed in the price schedule provided in the tender document.</p> <p>Refer to the Section IV – Tendering forms (The Specifications and Priced Activity Schedules)</p> <p>The test kit will consist of: -</p>

		<ul style="list-style-type: none"> • 6Kg Cylinder filled with LP Gas, 2-burner cook stove, and Flex hose pipe to be provided by the Procuring Entity. • CSM (physical meter) and CSM system and Mechanical Adapter to be provided by successful tenderer. These will still be owned by the successful tenderer. <p>The verification would be batch-wise or 100% quality assurance for the meters availed.</p>
2	Minimum monthly standard charge to cover costs per CSM supplies.	<p>Standing Charge: (Active CSM installed, use of the meter, training, access of software and visibility and a service fee)</p> <p>This will be a standing fee payable monthly for all active meters as per item 2 of the price schedule provided in the tender document.</p> <p>Refer to the Section IV – Tendering forms (The Specifications and Priced Activity Schedules)</p>
3	Services to be based on a separated version of our existing system. Any tailoring for MoPM’s requirements will be at additional cost and timing to be agreed, subject to technical feasibility.	Bidders are expected to provide a CSM system that meets the tender requirements. Any cost implications should be factored in the pricing .
4	Adjustment to SLA section to provide clearer distinction regarding which party ^{2.1.1 party} will have which responsibilities and costs (installation, cylinder exchanges, responsibility for cylinders and pipes etc), and consequential organisation of training to match these these requirements.	Refer to Annex 1 of this Addendum (Revised Heads of Terms for the Draft SLA)
5	Timing for delivery of CSMs to be agreed upfront	Start of delivery will be July 2021 for the term of the framework contract.
6	Minimum number of installations in each location before installations commence.	Allocation of minimum quantities per location will be based on project needs by

		the Procuring Entity.								
7	CSMs to be connected to cylinders with unified valve	CSMs to be connected to 6 Kg LPG cylinders with unified valve via a mechanical adapter.								
8	Clarifications on who owns the CSM and bears the risk of damage and cost of repair of the CSM	Title and risk of the CSM and its associated system shall be retained by the succesful CSM provider at all times and through out the contract period. Therefore damage and cost of repair of CSM will be the responsibility of the succesful CSM provider. Refer to SCC 3.4.								
9	We are unable to provide certain services requested as part of the tender	Bidders should provide Services as per tender requirements								
10	<p>SECTION III – EVALUATION AND QUALIFICATION CRITERIA</p> <p>2 Preliminary examination for Determination of Responsiveness</p> <p>Mandatory Requirements</p> <p>j) Provide a valid license from Energy Petroleum Regulatory Authority (EPRA) for retail of LPG via Smart Meter technology.</p>	Not Mandatory								
11	<p>B. SPECIAL CONDITIONS OF CONTRACT</p> <p>6. SECTION IX - SPECIAL CONDITIONS OF CONTRACT</p> <table border="1"> <thead> <tr> <th>Number of GC Clause</th> <th>Amendment of and supplements to Clause in the General Conditions of Contract</th> </tr> </thead> <tbody> <tr> <td>8.3 to 8.6</td> <td> <p>The principle and modalities of inspection of the Services by the Procuring Entity are as follows:-</p> <p>a) Initial inspection by the Procuring Entity and/or project manager as per guidance of <i>KNWA2885:2019</i> and the assembly of a test kit to ascertain functionality of the</p> </td> </tr> </tbody> </table>	Number of GC Clause	Amendment of and supplements to Clause in the General Conditions of Contract	8.3 to 8.6	<p>The principle and modalities of inspection of the Services by the Procuring Entity are as follows:-</p> <p>a) Initial inspection by the Procuring Entity and/or project manager as per guidance of <i>KNWA2885:2019</i> and the assembly of a test kit to ascertain functionality of the</p>	<p>B. SPECIAL CONDITIONS OF CONTRACT</p> <p>6. SECTION IX - SPECIAL CONDITIONS OF CONTRACT</p> <table border="1"> <thead> <tr> <th>Number of GC Clause</th> <th>Amendment of and supplements to Clause in the General Conditions of Contract</th> </tr> </thead> <tbody> <tr> <td>8.3 to 8.6</td> <td> <p>The principle and modalities of inspection of the Services by the Procuring Entity are as follows:-</p> <p>a) Initial inspection by the Procuring Entity and/or project manager as per guidance of <i>KNWA2885:2019</i> and the assembly of a test kit to ascertain</p> </td> </tr> </tbody> </table>	Number of GC Clause	Amendment of and supplements to Clause in the General Conditions of Contract	8.3 to 8.6	<p>The principle and modalities of inspection of the Services by the Procuring Entity are as follows:-</p> <p>a) Initial inspection by the Procuring Entity and/or project manager as per guidance of <i>KNWA2885:2019</i> and the assembly of a test kit to ascertain</p>
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<p>cooking solution.</p> <ul style="list-style-type: none"> b) Inspection by the Procuring Entity and/or project manager upon installation, testing and commissioning of the cooking solution at the household (HH) by the Service Provider. c) Continuous inspection, monitoring and evaluation by the Procuring Entity and/or project manager throughout project life cycle. d) Issuance of an inspection report and acceptance of the Services by the Procuring Entity and/or project manager. e) Issuance of a completion certificate by the Procuring Entity. <p>The Defects Liability Period is N/A</p>	<p>functionality of the cooking solution.</p> <ul style="list-style-type: none"> b) Inspection by the Procuring Entity and/or project manager upon installation, testing and commissioning of the cooking solution at the household (HH) by the Service Provider. c) Continuous inspection, monitoring and evaluation by the Procuring Entity and/or project manager throughout project life cycle. d) Issuance of an inspection report and acceptance of the Services by the Procuring Entity and/or project manager. e) Issuance of a completion certificate by the Procuring Entity. <p>NB:</p> <ul style="list-style-type: none"> i) Successful bidder shall be required to have a Type Approval by Weights and Measures for the Cylinder Smart Meters (CSMs). ii) Every active meter shall be required to undergo Annual Calibration by a statutory body <p>The Defects Liability Period is N/A</p>
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Revised Head of Terms for the Draft SLA "[To be finalised]"

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Abbreviations

1. Introduction

1.1 Purpose and Interpretation

This Service Level Agreement (SLA) defines the scope and control of activities under the tender No. MOPM/ONT/12/2020-2021 PROVISION OF CYLINDER SMART METERING (CSM) SERVICES AND TECHNICAL SUPPORT FOR DISPENSING LIQUEFIED PETROLEUM GAS (LPG) FROM 6KG LPG CYLINDERS FITTED WITH CAMPING VALVES – THREE (3) YEARS FRAMEWORK CONTRACT

This SLA shall be supplemental to the Special Conditions of Contract (SCCs) of Part III – Conditions of Contract and Contract Forms. In the event of any conflict between this SLA and the SCCs, the SCCs shall prevail.

1.2 Period of Application

This SLA shall come into effect on the Effective Date of the Contract for Provision of Smart Metering Services and Technical Support (Contract) and continue in effect until the termination of the Contract.

1.3 Changes to the SLA

In case of any ambiguity or when changes to the service requirements occur, the Service Provider and the Ministry of Petroleum and Mining (MoPM) will discuss the implications and possible modifications to this SLA as soon as practically possible.

1.4 Service Agreement Participants

The Ministry of Petroleum and Mining (MoPM) is the principal participant. The CSM Service Provider and Cylinder Brand Owner are participants. All participants will work collaboratively as guided by MoPM to ensure the effective delivery of the Services and ultimate success of the LPG Cooking Solution project.

Other stakeholders including end users will play other key roles.

2. Scope

2.1 Services Overview

The Services are defined in the Tender and include, without limitation, the following:

- i. Provide Cylinder Smart Metering (CSM) Services and Technical Support for dispensing Liquefied Petroleum Gas (LPG) from 6kg LPG cylinders fitted with camping valves
- ii. Installation, testing, training, and commissioning of CSM, its associated System and Mechanical Adapter.
- iii. Compliance to statutory and regulatory requirements as pertaining to the CSM as well as best industry best practises.
- iv. Predictive, preventive, and corrective maintenance
- v. Reporting as defined in the Work Schedules and Specifications (Part II. Specifications)
- vi. High Availability of the platform provided to allow for business continuity.

2.2 Performance of Services

2.2.1 Key Responsibilities of MoPM

- i. Provide overall planning, execution, monitoring, control, direction and accountability for the entire project scope, teams, and resources.
- ii. Resolve disputes between other Service participants.
- iii. Perform audits of parts or the entire Cooking Solution project.
- iv. Acquisition of LPG equipment as well as appliances and distribute to selected households / beneficiaries.
- v. Ownership of the 40FT HC containers, tanks and cylinders used to supply LPG.

2.2.2 Key Responsibilities of the Brand Owner

- i. The brand owner to play its role as provided under Legal Notice 100 of 2019
- ii. Acquire all requisite insurance covers for all Gas Yetu cylinders under its custody or in circulation.
- iii. Filling and refilling of the 6KG LPG cylinders at own LPG plant(s) or hospitality partners.
- iv. Provide logistical arrangements for the transfer of cylinders (filled & empty), hosepipes and cook stoves appliance to & from containerized distribution points.
- v. Management of distribution with respect to LPG cylinders, rubber flex hosepipe, and 2-burner table-top gas cooker.
- vi. Assembly of the 6Kg Filled LPG Cylinder, 2-burner cookstove and flex hose pipe in selected households.
- vii. Collection/exchange of 'empty' 6KG LPG cylinders from end users.

2.2.3 Key Responsibilities of the CSM Service Provider

- i. Provision and maintenance of CSM, associated systems and the Mechanical Adapter
- ii. Installation of the mechanical adapter on the empty 6Kg LPG Cylinder
- iii. Acquire all requisite insurance covers for all CSMs under its custody or in circulation.
- iv. Installation, testing, and commissioning of CSM and associated systems for purposes of testing the functionality.

- v. Installation, testing, and commissioning of CSM and associated systems in selected households.
- vi. Provision of Technical Support for the CSM services.
- vii. Management of distribution with respect to CSM and associated systems
- viii. Ensure the system is working correctly in a safe environment, including access to proper ventilation and provision of remote monitoring and support.
- ix. A Multi-level trainings as follows:
 - Training of trainers (ToTs) for the proper and efficient use of CSM and associated systems.
 - Train the Technical Sales Representatives. The training should include but not limited to how to transfer the CSM from empty cylinder to a filled cylinder during swapping for refills, operation of the installation (e.g trouble shooting as well as its maintenance needs).
 - Awareness creation for end users (Consumers / Households) on safety and use of CSM. The end user should understand the normal operation of the installation (e.g top ups), the action to be taken incase of an emergency and emergency phone number(s).
- x. Compliance with all relevant regulatory requirements including current installation standards and codes as well as industry best practice.
- xi. Ensuring the installation is gas-tight and, as far as practicable, protected from damage or interference.
- xii. Controls and safety systems are functioning correctly.
- xiii. Obtaining and maintaining relevant consents, licenses, permits and authorisations to enable it to perform the Services.

2.2.4 Key Joint Responsibilities

The key joint responsibilities to be performed by MoPM, Brand Owner and Service Provider.

- i. Identify and support a public body to identify potential end users of the Cooking Solution project who must be low-income earners currently dependent on kerosene and Charcoal.
- ii. Developing job descriptions, requirements, remuneration packages and training for distribution point clerks and technical sales agents.

3.0 Key Performance Indicators

4.0 Risk Management

5.0 Disaster Recovery

6.0 Exclusions

7.0 Penalties

8.0 Reporting