



KENYA PETROLEUM REFINERIES LIMITED

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OPEN TENDER

TENDER FOR CLEANING OF KPRL MAIN INTERCEPTOR

**TENDER NUMBER:
REF. KPRL/OT/026.023/2026-2027**

OCTOBER 2026

Issued by: Contracting & Procurement Department

INVITATION TO TENDER

23rd October 2026

TENDER NAME: CLEANING OF KPRL MAIN INTERCEPTOR

TENDER NUMBER: KPRL/OT/026.023/2026-2027

1. Kenya Petroleum Refineries Limited (KPRL) invites sealed tenders for cleaning of its main interceptor, located at KPRL Offices in Changamwe, Mombasa.
2. Tendering will be conducted under open competitive tender using a standardized tender document. Tendering is open to all qualified and interested Tenderers.
3. All Tenders must be accompanied by an original **Tender Security of Kes. 200,000 only.**
4. Completed tenders must be delivered to the address below on or before **10:00am on TUESDAY, 3RD NOVEMBER 2026.** Electronic Tenders will NOT be permitted.
5. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. The tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.
6. Late tenders will be rejected.
7. The addresses referred to above are:

A. Address for obtaining further information and for purchasing tender documents

Supply Chain Manager
Kenya Petroleum Refineries Ltd,
Refinery Road, Changamwe,
P. O. Box 90401 - 80100,
Mombasa, Kenya.
Email: tenders@kpri.co.ke
Telephone: 0724 257 102

B. Address for Submission of Tenders.

The Chief Executive Officer
Kenya Petroleum Refineries Ltd,
Refinery Road, Changamwe,
P. O. Box 90401 - 80100,
Mombasa, Kenya.

Completed Bids are to be deposited in the Tender Box at KPRL Offices Reception in Changamwe, Mombasa **on or before the CLOSING DATE on TUESDAY, 3RD NOVEMBER 2026 at 1000hrs.**

- C. **Address for Opening of Tenders.**
Kenya Petroleum Refineries Ltd,
Refinery Road, Changanwe,
KPRL Boardroom,
Mombasa, Kenya.
Contact: Supply Chain Manager

Yours sincerely,



Supply Chain Manager

FOR: CHIEF EXECUTIVE OFFICER

IMPORTANT NOTICE TO TENDERERS

This Standard Tender Document (STD) is issued by Kenya Petroleum Refineries Limited (KPRL) for the procurement of works, encompassing all forms of construction, civil engineering, pipeline works, structural works, mechanical works, building works, supply & installation, rehabilitation, renovation, demolition and associated works. It is a master document that must be read together with the Tender Data Sheet (TDS), Drawings, Bills of Quantities (BoQ) and Technical Specifications issued for each specific works procurement.

WHERE THERE IS CONFLICT between the provisions of this STD and the TDS, Drawings, BoQ or Technical Specifications, the TDS, Drawings, BoQ and Technical Specifications shall prevail in that order of priority.

This document is applicable to:

- Civil and structural engineering works
- Pipeline construction, rehabilitation and maintenance works
- Building and associated works (offices, warehouses, depot facilities)
- Mechanical and electrical installation works
- Road and pavement works within KPRL facilities
- Environmental remediation and site restoration works
- Demolition and decommissioning works
- Any other construction or installation works

The document is organised as follows:

- Part 1 – Tendering Procedures: Instructions to Tenderers (ITT) and Tender Data Sheet (TDS)
- Part 2 – Tender Forms: Forms to be completed and submitted by Tenderers
- Part 3 – Qualification and Evaluation Criteria
- Part 4 – General Conditions of Contract for Works (GCC-W)
- Part 5 – Special Conditions of Contract (SCC)
- Part 6 – Contract Forms and Schedules
- Annexures

Given KPRL's operations involve handling of petroleum products and hazardous materials, all works contractors must pay particular attention to the Health, Safety and Environment (HSE) requirements in this document and KPRL's site-specific safety rules and Safety Handbook. Non-compliance with HSE requirements may result in immediate work stoppage.

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PART 1 – TENDERING PROCEDURES

SECTION I: INSTRUCTIONS TO TENDERERS (ITT)

These Instructions to Tenderers establish the procedures for submission, receipt, evaluation and award of works contracts by Kenya Petroleum Refineries Limited. All Tenderers shall comply strictly with these instructions.

A. GENERAL

1. Scope of Works

1.1 Kenya Petroleum Refineries Limited (hereinafter 'KPRL' or 'the Employer') invites tenders for the execution of works described in the Drawings, Bills of Quantities (BoQ) and Technical Specifications. The Tender Reference Number and works description are stated in the TDS.

1.2 The successful Tenderer (the 'Contractor') shall execute the works in accordance with the Contract within the time for completion stated in the TDS.

2. Eligible Tenderers

2.1 This tender is open to all eligible and invited Tenderers. Tenderers may submit as a single entity or as a Joint Venture (JV) or Consortium.

2.2 Tenderers shall demonstrate they are registered with the National Construction Authority (NCA), Energy and Petroleum Regulatory Authority (EPRA) and other statutory bodies in Kenya at the appropriate category and classification as stated in the TDS. Where foreign contractors are involved, equivalent registration under their country's applicable regulatory framework shall be demonstrated.

2.3 A Tenderer shall not be eligible if:

- Is debarred by KPRL or appears on KPRL's ineligibility list;
- Has been convicted of a corrupt, fraudulent, collusive or coercive practice;
- Is insolvent, in receivership or under liquidation;
- Has a conflict of interest as defined in ITT Clause 3 below;
- Has failed to perform under a previous KPRL contract.

2.4 For JV/Consortia: all members shall be jointly and severally liable. A Lead Member shall be designated. The JV Agreement shall accompany the tender. NCA registration requirements apply to the Lead Member at minimum.

3. Conflict of Interest

3.1 A Tenderer has a conflict of interest if:

- Where applicable; if the bidder was involved in earlier phases of the project for which bids/proposals are now being sought. Such involvement includes providing consulting services related to this procurement;
- Affiliates, subsidiaries or employees of KPRL or their close relatives;
- A Tenderer with a business arrangement with any KPRL employee that could improperly influence the procurement;

- A Tenderer that submits more than one tender (except as an alternative where permitted).

4. Cost of Tendering

4.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and KPRL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

5. Site Visit and Pre-Tender Meeting

5.1 A site visit and pre-tender meeting shall be conducted as specified in the TDS. Tenderers who do not attend the site visit shall not be permitted to submit a tender unless the TDS specifies that attendance is optional.

5.2 Tenderers shall inspect the site and satisfy themselves as to the nature and extent of the works, site conditions, access, labour, equipment and materials availability, and all risks and contingencies. Failure to visit the site shall not relieve the Tenderer of any obligations under the Contract.

5.3 Minutes of the site visit and pre-tender meeting, including all clarifications, shall be circulated to all registered Tenderers within five (5) working days.

B. TENDER DOCUMENTS

6. Content of Tender Documents

6.1 The Tender Documents comprise: this STD (all Parts and Sections); the TDS; Technical Specifications; Drawings; Bills of Quantities; Site Investigation Reports (if any); and any Addenda.

6.2 The BoQ, Drawings and Technical Specifications shall be read together. Any works indicated on the Drawings but not mentioned in the BoQ, and vice versa, shall be included in the Tender Price.

7. Clarification of Tender Documents

7.1 A prospective Tenderer requiring any clarification of the Tender Documents may request clarification from KPRL in writing (including by email) at the address stated in the TDS. KPRL shall respond in writing to any request for clarification within the timeframe specified in the TDS, and shall post its response (including the question, without identifying the source) to all registered Tenderers.

7.2 No verbal clarification shall be binding. Only written clarifications issued by KPRL shall be binding on Tenderers.

8. Amendment of Tender Documents

8.1 At any time prior to the deadline for submission of tenders, KPRL may amend the Tender Documents by issuing an Addendum. An Addendum shall be part of the Tender Documents and shall be binding on all Tenderers.

8.2 To give prospective Tenderers reasonable time to take an Addendum into account in preparing their tenders, KPRL may, at its discretion, extend the deadline for submission of tenders.

C. PREPARATION OF TENDERS

9. Language

9.1 All tenders and related correspondence shall be in English. Technical documents in other languages shall be accompanied by certified translations.

10. Documents Comprising the Tender

10.1 A complete tender shall comprise:

- Form 1: Tender Submission Form
- Form 2: Tenderer Information Form
- Form 3: JV/Consortium Agreement (where applicable)
- Form 4: Priced Bills of Quantities (BoQ)
- Form 5: Tender Security
- Form 6: Technical Capacity and Methodology Statement
- Form 7: Construction Programme (Gantt Chart)
- Form 8: Equipment Schedule
- Form 9: Key Personnel Schedule and CVs
- Form 10: Subcontractors List (where applicable)
- Form 11: HSE Plan / Method Statement
- Form 12: Conflict of Interest Declaration
- Form 13: Beneficial Ownership Disclosure
- Form 14: Anti-Corruption Declaration
- Qualification documents as required by Section IV
- Any other documents specified in the TDS

11. Tender Price and BoQ

11.1 The Tenderer shall price every item in the BoQ. Items left blank shall be adjusted as stated in the TDS.

11.2 The Tender Price shall include all costs of labour, materials, plant, equipment, transportation, insurance, HSE measures, environmental compliance, subcontracts, temporary works, preliminaries, overheads and profit.

11.3 The Tender Price shall be stated in Kenya Shillings (KES), inclusive of all taxes except VAT. Where the Employer pays VAT, VAT shall be stated separately.

11.4 The Tender Price shall be fixed and firm for the duration of the Contract unless price adjustment provisions are stated in the SCC.

11.5 KPRL is not bound to accept the lowest or any tender. KPRL reserves the right to accept any portion of the tender.

12. Tender Validity

12.1 Tenders shall remain valid for the period specified in the TDS (minimum 121 calendar days) after the submission deadline. KPRL may request extensions of validity, which the Tenderer may accept or decline.

13. Tender Security

13.1 Where required by the TDS, the Tenderer shall furnish as part of its tender a Tender Security in the amount and form specified in the TDS. The Tender Security shall be denominated in Kenya Shillings and shall be in the form of a bank guarantee from a reputable bank licensed by the Central Bank of Kenya, or in any other form acceptable to KPRL as stated in the TDS.

13.2 The Tender Security shall be valid for Thirty (30) days beyond the tender validity period.

13.3 The Tender Security of unsuccessful Tenderers shall be returned as promptly as possible after the expiration of the tender validity period or after signing of the Contract, whichever is earlier.

13.4 The Tender Security shall be forfeited by a Tenderer if:

- a) The Tenderer withdraws its tender after the deadline for submission;
- b) The Tenderer refuses to accept the correction of arithmetic errors;
- c) In case of the successful Tenderer, the Tenderer fails to sign the Contract;
- d) In case of the successful Tenderer, the Tenderer fails to furnish the Performance Security.

14. Alternative Tenders

14.1 Alternative tenders (including alternative designs or construction methods) shall not be permitted unless expressly invited in the TDS.

D. SUBMISSION AND OPENING

15. Sealing and Submission

15.1 The tender shall be submitted in a sealed envelope clearly indicating the Tender Reference Number; the description of the procurement; the tender submission deadline; and 'DO NOT OPEN BEFORE **TUESDAY, 3RD NOVEMBER 2026 at 1000hrs**'. and must reach **Kenya Petroleum Refineries Ltd** at the address indicated in the TDS.

15.2 Completed bids are to be dropped in the Tender Box at KPRL Offices Reception in Changamwe, Refinery Road, Mombasa on or before **the CLOSING DATE on TUESDAY, 3RD NOVEMBER 2026 at 1000hrs**.

16. Deadline for Submission of Tenders

16.1 Tenders must be received by KPRL no later than the date and time specified in the TDS. KPRL may at its discretion extend the deadline by issuing an Addendum.

16.2 Late tenders shall be rejected and returned unopened.

17. Modification and Withdrawal of Tenders

17.1 A Tenderer may modify or withdraw its tender prior to the deadline for submission, provided that written notice is received by KPRL before the deadline. No tender may be modified after the deadline.

17.2 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the tender validity period.

18. Tender Opening

18.1 KPRL shall open all tenders publicly at the place, date and time stated in the TDS. At opening, KPRL shall announce: each Tenderer's name; whether a Tender Security has been furnished; and the total tender price (corrected only for obvious arithmetic errors).

18.2 KPRL shall prepare opening minutes recording the names of all Tenderers present.

E. EVALUATION AND AWARD

19. Confidentiality

19.1 Information relating to evaluation is confidential until contract award. Tenderers shall not contact KPRL evaluation officers during the evaluation period except in response to clarification requests.

20. Clarification

20.1 KPRL may request written clarification of any tender during evaluation. Clarification shall not change the tender price or substance. KPRL shall correct arithmetic errors as described in ITT 21.2.

21. Evaluation Stages

21.1 Tenders shall be evaluated in four stages: (1) Preliminary/Administrative; (2) Technical; (3) Financial; and (4) Post-Qualification, as detailed in Section IV.

21.2. Preliminary Examination

21.1 KPRL shall examine tenders to determine whether they are complete, whether required securities have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order. A tender that is not substantially responsive shall be rejected.

21.2 Arithmetical errors shall be corrected as follows: where there is a discrepancy between the unit price and the total price (unit price multiplied by quantity), the unit price shall prevail and the total price shall be corrected. Where there is a discrepancy between words and figures, words shall prevail. If a Tenderer does not accept such correction, its tender shall be rejected.

21.3. Technical Evaluation

21.3.1 KPRL shall evaluate the technical proposals to determine their conformance with the Technical Specifications and other requirements of the Tender Documents, applying the evaluation criteria set out in Section IV.

21.3.2 Tenders that do not meet the mandatory technical requirements shall be rejected as technically non-compliant before financial evaluation.

21.4. Financial Evaluation

21.4.1 KPRL shall evaluate the financial proposals of technically compliant Tenders. All tenders shall be converted to Kenya Shillings using the exchange rates specified in the TDS for comparison purposes.

21.4.2 KPRL shall determine the evaluated cost of each tender by adjusting for: any price correction as a result of arithmetic correction; any applicable price adjustment; any other factors specified in Section IV.

21.5. Post-Qualification

21.5.1 KPRL shall assess whether the Tenderer with the lowest evaluated cost has the qualifications to perform the contract satisfactorily. KPRL shall verify documentary evidence of the qualifications stated in the Tenderer's submission.

22. Reservations and Margins of Preference

20.1 Where specified in the TDS, tenders may be reserved for certain categories of suppliers and contractors or margins of preference may be applied to certain contractors and suppliers in the evaluation of tenders, in accordance with KPRL's procurement policy.

F. AWARD OF CONTRACT

23. Award Criteria

23.1 Subject to the provisions of these Instructions, KPRL shall award the Contract to the Tenderer who: (a) has been determined to be eligible; (b) is technically compliant; (c) meets post-qualification requirements; and (d) has submitted the lowest evaluated tender price.

23.2 KPRL reserves the right to accept or reject any or all tenders, annul the tendering process and reject all tenders at any time prior to contract award, without incurring any liability to Tenderers.

23.3 KPRL reserves the right to negotiate with a qualifying Tenderers for optimization of the final solution to determine a final set of information. This may include issuing a negotiation round of the Tender.

24. Notification of Award

24.1 KPRL shall notify the successful Tenderer in writing that its tender has been accepted. The successful Tenderer shall be required to confirm acceptance in writing within the period stated in the award letter.

24.2 Unsuccessful Tenderers shall be notified in writing within ten (10) working days of the receipt of acceptance by the successful Tenderer.

25. Signing of Contract

25.1 KPRL shall send the Contract to the successful Tenderer within ten (10) working days of the notification of award. The Tenderer shall sign and date the Contract and return it to KPRL within five (5) working days of receipt.

26. Performance Security

26.1 Within ten (10) working days of signing the Contract, the successful Tenderer shall furnish KPRL with a Performance Security in the amount and form specified in the TDS. The Performance Security shall be denominated in Kenya Shillings from a bank licensed by the Central Bank of Kenya.

26.2 Failure to provide the Performance Security shall constitute grounds for annulment of the award, forfeiture of the Tender Security and disqualification of the Tenderer.

27. Complaints and Appeals

27.1 Any Tenderer who claims to have suffered or risks suffering loss or damage as a result of a breach of this procurement process may lodge a complaint with KPRL's Supply Chain Manager within five (5) working days of the occurrence of the event.

27.2 KPRL shall acknowledge receipt of the complaint within three (3) working days and shall take appropriate steps based on the nature of the complaint thereafter and may provide a substantive written response within fifteen (15) working days of receipt.

G. ETHICS AND ANTI-CORRUPTION

28. Ethics Requirements

28.1 KPRL requires the highest standards of ethics in all works procurement. Tenderers, contractors, subcontractors and suppliers shall not engage in corrupt, fraudulent, collusive or coercive conduct. KPRL shall: reject a tender if a Tenderer has engaged in such conduct; terminate the Contract if the Contractor is found to have engaged in such conduct; and report such conduct to appropriate authorities.

28.2 Tenderers shall report any attempts to solicit or offer bribes to the KPRL immediately.

H. HSE REQUIREMENTS FOR WORKS TENDERS

29. Health, Safety and Environment – Pre-Award Requirements

29.1 Given KPRL's petroleum operations environment, HSE compliance is a fundamental requirement for all works contracts. KPRL's facilities involve high-pressure pipelines, petroleum storage, hazardous chemicals and restricted areas.

29.2 As part of the tender, all Tenderers shall submit:

- a) A preliminary HSE Plan covering: site-specific risk assessment; method statements for high-risk activities; PPE requirements; emergency response plan; environmental management approach;
- b) HSE statistics for the last three (3) years: Lost Time Injury Frequency Rate (LTIFR); Total Recordable Injury Rate (TRIR); and environmental incidents;
- c) Evidence of HSE management system certification (e.g., ISO 45001 or equivalent) or an equivalent competence statement;
- d) Evidence of compliance with OSHA 2007, EMCA 1999 and NEMA requirements;
- e) Details of HSE personnel to be assigned to the works (qualifications, experience).

29.3 Tenderers whose HSE performance does not meet KPRL's minimum standards as stated in the TDS may be rejected at the preliminary stage.

SECTION II: TENDER DATA SHEET (TDS)

The following specific data for the works to be procured shall complement, supplement or amend the ITT. In the event of conflict, the TDS prevails. This section is to be completed for each specific works procurement.

ITT Reference	Data / Information
Tender Reference No.	KPRL/OT/026.023/2026-2027
Works Description	CLEANING OF KPRL MAIN INTERCEPTOR
Location of Works	KPRL Offices, Refinery Road, Changamwe, Mombasa.
NCA Category Required (ITT 2.2) / EPRA / NEMA license	NEMA license for hazardous waste incineration & transportation
Site Visit (ITT 5.1)	The pre-arranged pretender visit of the site of the works will be held. Location: KPRL Offices, Refinery Road, Changamwe, Mombasa. Date: Tuesday, 27th October 2026 at 1000hrs Tenderers must provide their own Personal Protective Equipment (PPEs). As a minimum Tenderers must bring along a helmet (hard hat), pair of safety shoes and cotton overall or dust coat. Tenderers who will not have PPEs will not be allowed to participate in the site visit.
Clarification Deadline (ITT 7.1)	3 working days before submission
Clarification Address	Supply Chain Manager – Email tenders@kpri.co.ke
Tender Prices and BoQ (ITT 11.1)	The adjustment shall be based on the highest price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate.
Tender Validity (ITT 12.1)	121 calendar days from submission deadline

Tender Security (ITT 13.1)	KES 200,000 in form of a Bank Guarantee from a CBK-licensed bank Valid for 151 days from date of the tender opening Bidders must submit the original tender security with their bid document. Bidders are advised to note any changes in Tender Opening date and extend the security accordingly.
Alternative Tenders (ITT 14)	Not permitted
Submission Address (ITT 15.1)	The Chief Executive Officer Kenya Petroleum Refineries Limited, Refinery Road, Changamwe, P. O. Box 90401 – 80100, MOMBASA.
Submission Deadline	Completed Bids are to be deposited in the Tender Box provided at the Reception at KPRL Offices in Changamwe, Mombasa on or before the CLOSING DATE on TUESDAY, 3RD NOVEMBER 2026 at 1000hrs.
Tender Opening	The Tender opening shall take place immediately after the submission deadline specified above or any deadline date and time specified in an addendum. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the above submission address.
Performance Security	10% of contract value Valid for contract period + 60 days in form of a Bank Guarantee from CBK-licensed bank (To be provided by the successful bidder)

SECTION IIb: TECHNICAL SPECIFICATIONS

SCOPE OF WORKS & TECHNICAL SPECIFICATIONS/REQUIREMENTS

A. GENERAL SCOPE OF WORK.

The work site is located at KPRL Changamwe facility. The interceptor will remain operational during the entire duration of the cleaning works.

The objective of the work is to deliver the interceptor, channel, oil trap and all other accessories free of liquids and sludge

The Contractor shall comply with the Environmental (Impact Assessment and Audit) Regulations, on removal, handling, transportation and incineration of hazardous waste to Government/NEMA approved sites. This includes acquiring all the necessary approvals and permits for removal, handling, transportation and incineration of hazardous sludge from the KPRL interceptor.

The scope shall involve removal, transportation and incineration of sludge from KPRL main interceptor to a NEMA designated/licensed hazardous waste incineration site. The Contractor shall provide all labor, materials, tools, equipment, supervision and applicable licenses and permits necessary to perform the removal, packaging, loading, transportation and subsequent incineration of approximately 450m³ of sludge at Kenya Petroleum Refineries Ltd (KPRL) main interceptor in accordance with NEMA National Guidelines on Safe Management and incineration of hazardous waste.

B. SPECIFIC SCOPE OF WORK

a. THE WORKS

The contractor shall carry out the following works:

1. Mobilization and provision of services, manpower, equipment and materials for cleaning works for the main interceptor, channel and oil trap in accordance with the scope of work as listed hereunder.
2. Provide a proposed procedure for the cleaning works while ensuring that the main interceptor remains in normal operation throughout and discharge from the plant can be routed here when required.
3. Provide all the required temporary fabrications for the cleaning works.
4. Supply, erect and maintain warning signs.
5. Clean and remove sludge/gross solids from the interceptor, channel and oil trap, including transportation and incineration in accordance with NEMA procedures of sludge transport and incineration.
6. Repairs as may be required under a separate arrangement.
7. Clean the site on completion of this scope of work, inclusive of all spillages within the Refinery limits.
8. Manually surface preparing all metal structures within CPI and painting with the same colour system as existing.

b. GENERAL

1. The Contractor shall acquaint himself fully with the site by visiting and studying the drawings for this Contract work.
2. The Contractor shall provide a complete air breathing system (compressor and all accessories).
3. The Contractor shall fabricate and install warning signs as detailed below
 - i. The location of signs will be as per Company site instructions
 - ii. The two sign boards shall clearly be stating as following:
 - iii. **ATTENTION: MAIN INTERCEPTOR, CHANNEL AND OIL TRAP CLEANING IN PROGRESS. ADMITTANCE ONLY TO AUTHORIZED PERSONNEL.**
 - iv. The letter size shall be 3 inches.
4. The Contractor shall supply drums of capacity 200 litres with lids and plastic bags for the collection and storage of sludge.
5. The Contractor shall provide safety clothing comprising of fully body PVC suits and accessories for each of the cleaning personnel.
6. The Contractor shall supply a compressor and an air-driven pump plus associated hoses and make all the necessary connections for pumping water/hydrocarbon mixture out of the CPI, channel and oil trap to storm water drain.
7. The sludge shall be scooped from **the CPI, channel and oil trap and filled in thick plastic bags and placed in the drums which will be sealed before transporting incineration at a NEMA approved incineration facility.**
8. The Contractor shall fabricate and supply all the required temporary isolation fittings for all sections of the Interceptor, channel and oil trap.
9. The Contractor shall on satisfactory completion of the scope of work, remove all surplus materials, scrap, general rubbish and his equipment and plant from the work sites, ensuring that the site is left in a clean and tidy condition.
10. The Contractor shall reinstate all the disturbed areas and any incidental damages.

c. SCOPE OF THE WORK FOR THE CPI

1. The Contractor shall use a water pump of adequate capacity to continuously drain water from the inlet chamber into the flowing section.
2. The inlet to the main compartment in the interceptor shall be blocked by use of wooden plug to ensure on water gushes in here in case of sudden unforeseen changes in flow conditions.
3. Incase Operations personnel have to drain the tanks, work shall temporarily stop and the blocking device removed for them to do so. This will be with prior arrangements with Operations department.
4. Since no water will be flowing beyond the inlet compartment, all the liquid in the other section shall be pumped to the flowing section and cleaning/removal of sludge from the section done as required. The sludge shall be scooped from the CPI and filled in drums which will be sealed before transporting to the **NEMA approved incineration facility.**
5. The Contractor shall then clean/gas free the CPI and have it ready for inspection and the required repairs. The cleaning shall also include cleaning and removal of sludge on the surroundings and components i.e. plate packs, oil sump, weirs, skimmers, piping, guard rails, trash rack,

gratings, pipes, and any other available.

6. The Contractor shall manually surface prepare all metal surfaces of the steel structures i.e. handrails, gratings, handles etc. within the CPI area and apply the paint system as indicated below (touch up with Jotamastic 87, then apply two coats of Jotamastic 87 followed by two coats of Hard Top AS with the respective colour system as existing)
7. On cleaning completion, the CPI shall be handed over to the KPRL Engineer for inspection and repairs.
8. On completion of all the required repairs the CPI fittings shall be installed and commissioning done. This activity shall only be done when its deemed necessary for it to commence by the KPRL Engineer as determined by site conditions.

d. SCOPE OF WORK FOR THE CHANNEL.

1. The Contractor shall block small section of the channel by use of sand bags; plate sets etc. and adequate materials to prevent flows from entering this section. In this same section a temporary drainage pipe will be provided to allow normal flow allowing a free liquid section for cleaning to be done.
 - i. OR ALTERNATIVELY,
 - ii. The contractor shall follow his provided/approved isolation procedure and do the isolation for the cleaning to be done.
2. On isolation, all the liquid in the section shall be pumped to the flowing section and cleaning/ removal of sludge from the section done as required. The sludge shall be scooped from the channel and filled in drums which will be sealed before transporting to the **NEMA approved incineration facility**.
3. The cleaned section shall be presented to the KPRL Engineer for the required inspection/ repairs. The Contractor shall keep the section dry and isolated until the required repairs are completed. The section shall only be commissioned by the authority of the KPRL Engineer.
4. The process as above shall be repeated for every section of the channel until the end.

e. SCOPE OF WORK FOR THE OIL TRAP

1. The Contractor shall block the entry into the oil trap by use of sand bags, building blocks plate sets etc. and adequate materials to prevent flows from entering this section.
2. The Contractor shall pump out oil within the oil trap up to the sludge level into a close container and transport the same and discharge as per KPRL instructions.
3. The Contractor shall pump out all liquid content up to the sludge level by means of a pneumatic pump into the adjacent manhole/pit
4. On isolation the sludge shall be scooped from the oil trap and filled in drums. The Contractor shall transport the sludge for **NEMA approved incineration facility**.
5. The cleaned section shall be presented to the KPRL Engineer for the required inspection/ repairs. The Contractor shall keep the section dry and isolated until the required repairs are completed. The section shall only be commissioned by the authority of the KPRL Engineer.

f. REMEDIAL WORK

Any remedial work required from faulty workmanship and/or damages caused by Contractor's equipment, personnel etc. shall be made good by the Contractor at their own cost without any undue delay, alternatively, the company can make arrangement for the remedial work to be carried out by others and the cost to be deducted from the contractor's dues.

g. SAFETY MANAGEMENT

As a minimum, the contractor will be required to do the following before and during the cleaning.

1. Prepare and submit the **JOB SAFETY ANALYSIS (JSA)** for the tendered works for approval by KPRL.
2. Prepare and submit lifting plans for the works for KPRL approval.
3. Undertake to conduct during the course of implementation Toolbox talks every day before commencement of work.
4. Undertake to ensure all persons coming into the refinery undergo basic training on refinery safety regulations, hazards, and safety requirements prior to being allowed at any work site.
5. Undertake to ensure and retain the recommended supervisor / worker ratio at each stage of the work and in every work group.
6. Undertake to comply with the KPRL approved procedures and methodologies in as far as they are related to subject works.
7. Provide a suitable and competent safety officer capable of interpreting and enforcing the safety regulations and requirements throughout the working period.
8. The Contractor shall fully comply with all the Company's Safety Regulations at all times. Where the Contractor is in breach of KPRL Safety requirements or their equipment is unsafe they will be required to cease work and rectify the situation or repair the equipment.

h. QUALITY ASSURANCE AND QUALITY CONTROL

The contractor shall appoint a quality focal person in charge of all QA/QC related to the works carried out by the contractor. The contractor shall submit a QA plan before the commencement of the work and maintain up to date records in a QC checklist.

1. Upon completion of the works, the contractor shall submit the final QA/QC dossier for the works.
2. During the implementation, the contractor shall ensure that the QA/QC form for the work is maintained and made available for review by KPRL Engineer on a daily basis.

i. CLEANLINESS OF THE SITE

The Contractor shall keep the work site in a clean and orderly state, inclusive of all spillages within the Refinery limits. The Contractor shall ensure that there is no spillage between the interceptor. Contractor's final invoice will only be certified by the Company when the site is clean to the full satisfaction of the Company's Representative with all temporary facilities removed.

j. STOPPAGE OF WORK

Should KPRL require the Contractor to cease work for operational reasons then KPRL reserves the option of redeploying the Contractor's work force to other tasks depending upon appropriateness of skills/equipment etc. Equipment and personnel who cannot be gainfully employed during these cessations in work are to be considered on stand down and stand down rates are to be applied.

Where KPRL stops the Contractor because the Contractor is in violation of KPRL safety rules & regulations all associated costs shall be borne by the Contractor.

k. CONTRACTORS' SCOPE OF SUPPLY

The Contractor shall supply supervision, skilled labour, equipment, tools, transport, pumps for de watering, temporary fixtures, all consumables and all materials other than those specified in the company scope of supply.

The contractor shall supply, in addition to the above provided:

1. Drums for carrying of sludge (standard 210 litres type), plastic bags (heavy duty type strong enough to contain the sludge), shovels, pipe plugs, sandbags buckets, ropes, ladders, and transport for the sludge transport to an approved NEMA incineration site.
2. Pneumatic pumps for de watering during clean outs.
3. Adequate PPE inclusive of gum boots, PVC suits etc.
4. Breathing Apparatus, Compressor etc.
5. **Erection, modification and demolition of scaffolds-KPRL shall supply scaffolds.**
6. **Crane for lifting CPI plates and sludge containers.**

l. DRAWINGS

Drawings Download Link: [drawings-interceptor.rar](#)

PART 2 – TENDER FORMS

SECTION III: TENDER SUBMISSION FORMS

Tenderers shall complete and submit all required forms. Forms may be reproduced on the Tenderer's letterhead, provided all required content is fully retained.

FORM 1: TENDER SUBMISSION FORM

Date: _____

Tender Reference No.: _____

To: Kenya Petroleum Refineries Limited

We, the undersigned, offer to execute the Works described in the above Tender in conformity with the Contract Documents, for the Tender Price of:

KES _____ (in words:
_____)

Plus VAT: KES _____

We confirm that:

- We have conducted a site visit and satisfied ourselves as to all site conditions and risks;
- We have read, understood and accept all terms and conditions of the Tender Documents;
- Our tender is valid for the period stated in the TDS;
- We will complete the Works within the Time for Completion stated in the TDS;
- We have furnished the required Tender Security;
- We have not engaged in corrupt, fraudulent, collusive or coercive conduct;
- We are not debarred and are not in material breach of any KPRL contract;
- We will furnish the Performance Security within 10 working days of contract signing;
- We commit to comply with all HSE requirements of KPRL and applicable Kenyan law.

Authorised Signature: _____

Name and Title: _____

Name of Firm / Contractor: _____

NCA Registration No. and Class: _____

EPRA Registration Certificate No. And Class _____

Address: _____

Telephone: _____ Email: _____

Company Seal: _____

FORM 2: TENDERER INFORMATION FORM

Full Registered Company Name	
Type of Entity	Company / Partnership / Sole Proprietorship
Country of Incorporation	
Registration / PIN Number	
VAT Registration Number	
NCA Registration No. and Class	
NEMA Registration (if applicable)	
EPRA Registration (if applicable)	
Physical Address	
Postal Address	
Telephone	
Email	
Contact Person for this Tender	
Year Established	
Number of Technical / Professional Staff	
Number of Artisans / Skilled Workers	
Is Tenderer a JV / Consortium?	Yes / No
Annual Turnover (last 3 years)	KES __ (Year 1); KES __ (Year 2); KES __ (Year 3)

FORM 3: JV / CONSORTIUM AGREEMENT SUMMARY *(not applicable)*

(Complete where Tenderer is a JV or Consortium. Full JV Agreement to be attached.)

No.	Member Firm Name	NCA Registration	Role	Share of Works (%)
1			Lead / Member	
2			Lead / Member	
3			Lead / Member	

All JV members jointly and severally liable. Full JV Agreement with powers of attorney attached.

FORM 4: PRICED BILLS OF QUANTITIES (BoQ)

Tenderers shall price all items in the BoQ. The format below illustrates the standard BoQ structure. Tenderers shall complete and submit the full issued BoQ.

The exercise involves cleaning of the main interceptor including interceptor walls, surroundings and components i.e., oil sump, sand trap, weirs, skimmers, piping, pumps, guard rails, trash rack, cover plates, guide pipe, guide plate and flexible hoses.

The Contractor shall prepare and submit for approval a detailed safety action plan for the cleaning works.

The Contractor shall prepare and submit for approval a proposed procedure for the cleaning works.

In view of the above, environmentally Sound Management of the Waste during; Removal and Handling, Storage, Transportation and incineration of sludge shall be executed in Compliance with both; Environmental Management and Coordination (Waste Management) 2006 and Legal Notice No. 121 of National Environmental Management Authority (NEMA).

ITEM	DESCRIPTION	UNIT	QTY	Rate (KES)	AMOUNT
A	<u>PRELIMINARY AND GENERAL ITEMS</u>				
1	Allow for mobilization of personnel, equipment and demobilization upon completion.	LS	1		
2	Allow for compliance with KPRL HSE requirements, plastic overalls, gloves, goggles etc.	LS	1		
3	Erection of temporary changing facility/washing/resting and provision of fresh water as per scope	LS	1		
4	Allow for supply of materials, erection, modification and demolition of scaffolds during the entire cleaning works as may be required.	LS	1		
B	<u>MAIN INTERCEPTOR</u>				
5	Allow for provision of 200L drums complete with cover for putting sludge as per scope	No	50		

6	Fabricate and install warning signs worded as per scope	No	2		
7	Allow for isolation of influent to the interceptor by blocking inlet/outlet of each bay at a time.	No	4		
8	Allow for pumping out of water from isolated bays to facilitate removal of submerged hoods.	LS	1		
9	Lift of hoods from chamber by use of crane and back after cleaning and repairs, inclusive of loading and offloading at the washing bay	LS	1		
10	Transport hoods to the washing bay for inspection and back to site upon cleaning.	TRIPS	4		
11	Remove corrugated plates, clean and re-pack them.	LS	1		
12	Extra over 2.7 for replacing damaged plates	LS	1		
13	Provide breathing air system complete as per scope of works	LS	1		
14	Remove sludge from bays and put in covered drums.	CM	150		
15	Clean interceptor walls, surroundings and components i.e., oil sump, sand trap, weirs, skimmers, pipings, pumps, guard rails, trash rack, cover plates. guide pipe, guide plate, flexible hoses etc and gas free in readiness for inspection by KPRL Engineer.	LS	1		
16	Transport sludge to NEMA approved hazardous waste incineration as per NEMA regulations.	CM	150		

17	Manually clean all metal surfaces for i.e. handrails etc within the interceptor and apply the paint system as indicated below (touch up with Jotamastic 87, then apply two coats of Jotamastic 87 followed by two coats of hard top AS with the respective colour system as existing)	LS	1		
C	<u>APPROACH CHANNELS</u>				
18	Allow for provision of breathing air system complete as per scope	LS	1		
19	Design, use supplied materials to fabricate/ modify all the required temporary isolation devices that will guarantee free flow of effluent from the plant as may be required	PCS	2		
20	Lift isolation plates and position in the channel and move to different locations once commissioning is done	LS	1		
21	Install isolation plates and properly pack with sand bags or otherwise to stop seepage into the isolated section.	LS	1		
22	Allow for pumping out of water from the isolated section downstream to the flowing section	LS	1		
23	Remove sludge from isolated sections and put in covered drums	CM	100		
24	Clean interceptor walls, surroundings and components i.e., oil sump, sand trap, weirs, skimmers, pipings, pumps, guard rails, trash rack, cover plates. guide pipe, guide plate, flexible hoses etc and gas free in readiness for inspection by KPRL Engineer.	LS	1		

25	Transport sludge to NEMA approved site for hazardous waste incineration site and incinerate as per NEMA regulations.	CM	100		
26	Manually clean all metal surfaces for i.e. handrails etc within the interceptor and apply the paint system as indicated below (touch up with Jotamastic 87, then apply two coats of Jotamastic 87 followed by two coats of hard top AS with the respective colour system as existing)	LS	1		
D	<u>HOLDING BASIN</u>				
27	Allow for provision of breathing air system complete as per scope	LS	1		
28	Isolate influent to the holding basin by lowering one sluice gate and pack sand bags to minimize seepage.	LS	1		
29	Allow for pumping out of water from the isolated section downstream to the flowing section	LS	1		
30	Remove sludge from isolated sections and put in covered drums	CM	150		
31	Clean interceptor walls, surroundings and components i.e., oil sump, sand trap, weirs, skimmers, pipings, pumps, guard rails, trash rack, cover plates. guide pipe, guide plate, etc and gas free in readiness for inspection by KPRL Engineer.	LS	1		
32	Transport sludge to NEMA approved site for hazardous waste incineration as per NEMA regulations. Incinerate waste.	CM	150		
33	Manually clean all metal surfaces for i.e. handrails, chain block steel support frame for sluice gate etc within the interceptor	LS	1		

	and apply the paint system as indicated below (touch up with Jotamastic 87, then apply two coats of Jotamastic 87 followed by two coats of hard top AS with the respective colour system as existing)				
Sub-total (KES)					
Add 16% VAT					
GRAND TOTAL(KES)					

NOTE: TRANSFER THIS GRAND TOTAL TO THE TENDER SUBMISSION FORM

Name of authorized representative of the tenderer:

Signature: Date and stamp:

Note: Unit rates shall be used for pricing variations/additions to the scope. All rates shall be inclusive of labour, materials, consumables, equipment, overheads and profit unless otherwise stated.

FORM 5: BANK GUARANTEE FOR TENDER SECURITY

[Letterhead of Issuing Bank] | Date: _____

To: Kenya Petroleum Refineries Limited

WHEREAS [Name of Contractor] (hereinafter 'the Tenderer') has submitted a tender dated _____ for the execution of [description of works] in response to Tender Reference No. _____:

WE, [Name of Bank], licensed by the Central Bank of Kenya, being duly authorised, are bound unto KPRL in the sum of KES _____ (in words: _____) for which payment well and truly to be made, we bind ourselves, our successors and assigns.

THE CONDITIONS of this obligation are: (1) the Tenderer withdraws its Tender during the period of Tender validity; (2) the Tenderer refuses to accept correction of arithmetic errors; (3) the Tenderer, having been notified of acceptance, fails to sign the Contract; or (4) the Tenderer fails to furnish the Performance Security.

We undertake to pay unconditionally to KPRL on first demand in writing any sum up to the amount stated above.

This guarantee is valid until _____ [30 days beyond tender validity].

Bank Authorised Signature: _____

Name and Title: _____

Bank Stamp and Date: _____

FORM 5b: TENDER SECURING DECLARATION (Alternative to Bank Guarantee where permitted by TDS):

We, [Name of Tenderer], hereby declare that we shall not withdraw or modify our tender during the validity period, and that if selected as the successful Tenderer, we shall sign the Contract and furnish the Performance Security within the stipulated periods. We understand that withdrawal or failure to comply will result in KPRL claiming such remedy as may be available.

Signed: _____ Date: _____ Title: _____

Company Seal: _____

FORM 6: TECHNICAL CAPACITY AND METHODOLOGY STATEMENT

Tenderers shall provide a comprehensive Technical Submission covering the following sections:

SECTION 6A: UNDERSTANDING OF THE WORKS

- Demonstrate understanding of KPRL's operational environment and the specific works required;
- Identify key technical challenges, risks and proposed mitigation measures;
- Identify any interface requirements with KPRL operations during construction.

SECTION 6B: CONSTRUCTION METHODOLOGY

- Describe the overall construction methodology for each major component of the works;
- Provide method statements for high-risk activities (excavation, confined space entry, working near live pipelines, hot work, working at height, etc.);
- Describe how quality will be assured throughout construction (QA/QC plan);
- Describe measures to manage operational interfaces and minimise disruption to KPRL operations;
- Describe environmental management and waste disposal measures.

SECTION 6C: SIMILAR WORKS EXPERIENCE (last 10 years)

No.	Project Name	Client Name	Contract Value (KES)	Period	Outcome
1					
2					
3					
4					
5					

SECTION 6D: QUALITY MANAGEMENT

- State ISO 9001 certification status (or equivalent);
- Describe the QA/QC plan to be implemented for this works contract;
- Identify materials testing laboratories to be used and confirm their accreditation.

FORM 7: CONSTRUCTION PROGRAMME (GANTT CHART)

Tenderers shall submit a detailed, time-phased construction programme showing:

- All major work activities and sub-activities;
- Start and finish dates for each activity;
- Critical path clearly identified;
- Resource loading (key personnel and major equipment);
- Major milestones and deliverables;
- Planned inspection and testing milestones.

The programme shall demonstrate completion within the Time for Completion stated in the TDS.

Format: Gantt Chart or bar chart (electronic format preferred – MS Project, Primavera or equivalent)

FORM 8: EQUIPMENT SCHEDULE

List all equipment to be used on the works:

No.	Equipment Description	Make / Model	Age (Years)	Owned / Leased	Condition
1				Owned/Leased	
2				Owned/Leased	
3				Owned/Leased	
4				Owned/Leased	
5				Owned/Leased	
6				Owned/Leased	

FORM 9: KEY PERSONNEL SCHEDULE AND RESUMES

List all key personnel to be assigned to the works:

No.	Name	Position/Role	Qualifications	IEK/EBK Reg. No.	Years of Relevant Exp.
1		Site/Project Manager			
2		Resident Engineer			
3		Site Engineer (Civil/Structural)			
4		HSE Officer			
5		QA/QC Engineer			
6		Environment Officer			

CVs for all key personnel shall be attached in the following format:

Full Name	
Position Proposed	
Nationality	
Academic Qualifications	
Professional Registrations	IEK/EBK/other registration no.
Total Years' Experience	
Relevant Works Experience (last 10 years)	Project, employer, value, role, outcome
% Time on This Contract	
Signature (confirming availability)	

FORM 10: SUBCONTRACTORS LIST

List all proposed subcontractors. KPRL shall have the right to reject any subcontractor whose qualifications, track record or HSE performance is unsatisfactory.

No.	Subcontractor Name	Scope of Subcontracted Works	NCA Registration	Approx. Value (KES)
1				
2				
3				

FORM 11: HSE PLAN AND METHOD STATEMENT

Tenderers shall submit a preliminary HSE Plan covering:

SECTION 11A: SITE-SPECIFIC RISK ASSESSMENT

- Identify all foreseeable hazards associated with the works (use a risk register format);
- For each hazard: describe the risk; assess likelihood and consequence; identify control measures; assign responsibility; and state residual risk level;
- Give particular attention to: hot work near pipelines; confined space entry; excavation near live services; working at height; electrical hazards; environmental risks (spills).

SECTION 11B: HSE MANAGEMENT SYSTEM

- Describe the HSE management system to be implemented (ISO 45001 or equivalent);
- Provide HSE statistics for the last three (3) years (LTIFR, TRIR, number of incidents);
- Identify the site HSE officer (name, qualifications, experience);
- Describe HSE induction and training programme for site workers;
- Describe emergency response plan (first aid, fire, spill, evacuation).

SECTION 11C: ENVIRONMENTAL MANAGEMENT

- Describe measures to prevent/minimise environmental impacts: dust, noise, vibration, spills, waste;
- Describe approach to hazardous waste management and disposal;
- Describe site reinstatement and restoration plan;
- Describe approach to compliance with EMCA 1999, NEMA requirements and any EIA conditions.

SECTION 11D: HSE PERFORMANCE TRACK RECORD (last 3 years)

Metric	Year 1	Year 2	Year 3
Lost Time Injury Frequency Rate (LTIFR)			
Total Recordable Injury Rate (TRIR)			
Number of Fatalities			
Number of Lost Time Incidents			

Number of Environmental Incidents			
Man-Hours Worked			

FORMS 12, 13, 14: DECLARATIONS**FORM 12: CONFLICT OF INTEREST DECLARATION**

I/We, [Name of Tenderer], declare that we have no conflict of interest in relation to this tender, or have disclosed all relevant interests below:

Disclosed interests: _____

Signed: _____ Date: _____

FORM 13: BENEFICIAL OWNERSHIP DISCLOSURE FORM

(Same format as Goods STD Form 8 — list all beneficial owners with 10%+ shareholding)

Full Name	Address	Percent Shareholding

Signed: _____ Date: _____

FORM 14: ANTI-CORRUPTION DECLARATION

I/We declare that we have not offered, received or solicited any bribe or improper benefit in connection with this tender; that we have not colluded with any other Tenderer; and that we will report any attempt at corrupt influence to KPRL. We comply with the Anti-Corruption and Economic Crimes Act 2003 and the Bribery Act 2016.

Signed: _____ Date: _____

PART 3 – QUALIFICATION AND EVALUATION CRITERIA

SECTION IV: QUALIFICATION AND EVALUATION CRITERIA

KPRL shall evaluate all tenders in a four-stage process: (1) Preliminary/Mandatory Review; (2) Technical Evaluation; (3) Financial Evaluation; and (4) Post-Qualification Verification. The criteria below apply to all works procurement unless modified by the TDS.

A. STAGE 1: PRELIMINARY / MANDATORY REQUIREMENTS (PASS/FAIL)

No.	Requirement	Pass / Fail
1	Form 1: Tender Submission Form – completed and signed	PASS / FAIL
2	Form 2: Tenderer Information Form – completed	PASS / FAIL
3	Form 4: Priced Bills of Quantities – fully priced	PASS / FAIL
4	Form 5: Original Tender Security	PASS / FAIL
5	Form 6: Technical Capacity and Methodology Statement	PASS / FAIL
6	Form 7: Construction/work Programme (Gantt Chart)	PASS / FAIL
7	Form 8: Equipment Schedule	PASS / FAIL
8	Form 9: Key Personnel Schedule and CVs	PASS / FAIL
9	Form 11: HSE Plan and Method Statement	PASS / FAIL
10	Form 12: Conflict of Interest Declaration	PASS / FAIL
11	Form 13: Beneficial Ownership Disclosure	PASS / FAIL
12	Form 14: Anti-Corruption Declaration	PASS / FAIL
13	Valid KRA Tax Compliance Certificate	PASS / FAIL
14	Pre-bid Site Visit form. This shall be provided on the site visit day and MUST be signed and stamped by the tenderer and KPRL representative	PASS / FAIL
15	Valid copy of NEMA license for hazardous waste incineration	PASS / FAIL

16	Valid copy of NEMA license for hazardous waste transportation	PASS / FAIL
17	Certificate of Incorporation / Registration of the company	PASS / FAIL
18	CR12 / CR13 or certificate of registration showing shareholders/owners	PASS / FAIL
19	Power of Attorney signed and stamped by a Commissioner for Oaths. The person lawfully authorized by the Power of Attorney shall sign all forms and documents in the tender. A power of Attorney shall not be required where the bidder is a sole proprietor or the only shareholder/director of a company.	PASS / FAIL
20	Tender submitted by deadline and valid for required period	PASS / FAIL

Note: At this stage, the tenderer's submission will be classified as either RESPONSIVE or NON-RESPONSIVE. Any non-responsive submission in relation to the mandatory requirements listed above will be eliminated and will not be considered for further evaluation.

B. STAGE 2: TECHNICAL EVALUATION

Tenders passing the preliminary/mandatory stage shall be evaluated on the following technical criteria. The minimum technical score is 70/100. Only tenders meeting or exceeding the minimum score shall proceed to financial evaluation.

No	DESCRIPTION	SCORE
1.	Key Personnel experience (Max 38 marks) Qualification –Relevant engineering fields; Civil Engineering, Mechanical Engineering, Construction Engineering or Building Technology The following is required for Evaluation (<i>All academic documents must be certified by commissioner of oaths or an advocate of the High Court</i>) i. Key personnel schedule ii. Certified CVs. iii. Certified Academic certificates.	Max.38
	Site Manager - Holder of degree in relevant Engineering field ---- 10 - Holder of diploma in relevant Engineering field -- 7	Score Max 10

a.			
b.	Site Supervisor –a degree/diploma holder in relevant field - With over 10 years' relevant experience -----10 - With over 5 years' relevant experience-----5 - With under 5 years relevant experience -----3		10
c.	Experience of Site Manager - Degree holder with above 3 yrs. experience (any experience below 3 yrs. give 0 marks) -----10 - Diploma holder with above 4 yrs. experience (any experience below 4 yrs. give 0 marks) ----- 10		10
d.	(Minimum qualification is artisan in related engineering field/Health and Safety) (1 mark for certificates,1 mark for C.V) - Painter(s) 3no – 1 Marks (attach CV) - Safety Officer/ Marshall – 2 Marks (attach CV)		8
2.	PLANT AND EQUIPMENT <i>(For item (a) and (b) below Attach certified copies of Log books and other evidence of ownership. Cash receipts shall bear name of bidder. For leases, proof of leasing agreement required certified by commissioner of oaths. For item (c) below, bidder to provide list of items)</i>		Max. 12
	1 Breathing Apparatus, – 5 marks for owned/ leased		5
a.	1 crane – 4 marks for owned/ leased.		4
b.	1No. Minimum 7 tonner Tipper truck,3 marks for owned or leased.		3
c.			
3.	WORK METHODOLOGY		Max. 10
a.	Signed work program Gantt chart showing critical activities and the total duration of completing the project.		5
b.	Detailed method statement on how to carry out the intended works as detailed in the scope.		5
4.	WORK SAFETY MANAGEMENT		Max. 15
a.	Comprehensive documentation on the Job Safety Analysis detailing all potential hazards and mitigation related to this job.		10

b.	Signed Contractor's HSE policy.		5
5.	RELEVANT EXPERIENCE		Max. 25
	At least five (5) projects in handling, transport and incineration of hazardous waste, cleaning of hydrocarbon tanks/structures in the last five (7) years of Ksh. 5 Million each The bidder must provide proof of project completion in form of completion certificates or LPOs with corresponding recommendation letters or contracts with corresponding recommendation letters showing works were carried out to successful and satisfactory completion. Each relevant completed project is awarded 5 marks. <i>(The 7 years Threshold is from 2019 to 2026).</i>		
	TOTAL SCORE		100

Only bidders that pass an Overall Pass mark of 70% on the technical evaluation shall be retained for financial evaluation

C. STAGE 3: FINANCIAL EVALUATION

Only technically compliant tenders (meeting the minimum technical score) shall proceed to financial evaluation. KPRL shall:

- Review the BoQ for completeness and any missing or zero-priced items;
- Correct arithmetic errors (unit price prevails over total; words prevail over figures);
- Identify any substantially unbalanced bids (prices front-loaded or abnormally low) and assess the risk;
- Apply domestic preference adjustments as specified in the TDS;
- Determine the Total Evaluated Cost as the basis for comparison.

The tender with the lowest Total Evaluated Cost will be recommended for award, subject to post-qualification.

D. STAGE 4: POST-QUALIFICATION VERIFICATION

Criterion	Minimum Requirement
Legal Registration	Valid Certificate of Incorporation; valid NCA Registration at required class, valid EPRA, valid NEMA license CR12 or CR 13 form
Tax Compliance	Valid KRA Tax Compliance Certificate; PIN Certificate
Financial Capacity	Average annual construction turnover $\geq$ [2x] the estimated contract value for last 3 years (audited accounts where required)
Credit / Bank Reference	Satisfactory bank reference confirming adequate credit facilities $\geq$ [20% of contract value]
Similar Works	At least [3] successfully completed contracts of similar nature and complexity in last 10 years
Client References	At least [3] satisfactory references from previous clients; KPRL may verify directly
HSE Compliance	Valid NEMA license and WIBA (Work Injury Benefits Act) cover; LTIFR within maximum specified in TDS
Litigation History	No material pending or past litigation adverse to Tenderer in last 5 years
No Adverse Findings	No current litigation, debarment, regulatory sanction or adverse findings. For bidders that have previously undertaken contracts for KPRL, past performance shall form part of the post-qualification evaluation. KPRL reserves the right to assess the bidder's performance on previous or ongoing contracts, including but not limited to quality of work, adherence to contract requirements, delivery timelines, safety performance, responsiveness, and resolution of defects or contractual issues. Any adverse performance record associated with such related entities may be considered in determining the bidder's suitability for award. Bidders with a history of unsatisfactory performance shall be deemed non-responsive at the post-qualification stage.

PART 4 – GENERAL CONDITIONS OF CONTRACT FOR WORKS

SECTION V: GENERAL CONDITIONS OF CONTRACT FOR WORKS (GCC-W)

These General Conditions apply to all works contracts entered into by KPRL, unless amended by the Special Conditions of Contract (SCC).

1. DEFINITIONS AND INTERPRETATION

- "Bill of Quantities (BoQ)" means the priced schedule of quantities forming part of the Contract;
- "Certificate of Completion" means the Taking Over Certificate issued by the Engineer upon completion;
- "Commencement Date" means the date on which the Contractor is required to commence the Works;
- "Contract" means the agreement between KPRL and the Contractor, and all Contract Documents;
- "Contract Price" means the amount payable to the Contractor for execution of the Works;
- "Contractor" means the party to whom KPRL has awarded the Contract;
- "Defects Liability Period (DLP)" means the period after Taking Over within which defects must be remedied;
- "Drawings" means all drawings, plans and specifications issued by KPRL for the Works;
- "Employer" or "KPC PLC" means Kenya Petroleum Refineries Limited;
- "Engineer" or "Employer's Representative" means the person designated by KPRL to administer the Contract;
- "Force Majeure" has the meaning given in GCC-W Clause 36;
- "GCC-W" means these General Conditions of Contract for Works;
- "Permanent Works" means the works which are to be completed in accordance with the Contract;
- "SCC" means the Special Conditions of Contract;
- "Site" means the areas designated by KPRL where the Works are to be executed;
- "Subcontractor" means any entity engaged by the Contractor to perform part of the Works;
- "Temporary Works" means all works of a temporary nature required for execution of the Permanent Works;
- "Time for Completion" means the time within which the Works shall be completed;
- "Variation" means any change in the scope, character or quantity of the Works;

2. APPLICABLE LAW AND JURISDICTION

2.1 This Contract shall be governed by the laws of Kenya, including (without limitation): The Companies Act 2015; the Law of Contract Act (Cap 23); the National Construction Authority Act 2011; the Occupational Safety and Health Act 2007; the Environmental Management and Coordination Act 1999; the Work Injury Benefits Act 2007; the Employment Act 2007; and all other applicable Kenyan laws and regulations.

2.2 The Parties submit to the exclusive jurisdiction of the courts of Kenya, subject to the dispute resolution provisions in GCC-W Clause 40.

3. CONTRACT DOCUMENTS AND PRIORITY

3.1 The Contract Documents, in order of priority, are: (a) the Contract Agreement; (b) the Special Conditions of Contract; (c) these General Conditions of Contract for Works; (d) the Technical Specifications; (e) the Drawings; (f) the Priced Bills of Quantities; (g) the Tender Submission Form; (h) any Addenda.

3.2 In case of ambiguity, the Engineer shall clarify and issue instructions. The Contractor shall not delay work pending resolution of discrepancies.

4. ENGINEER / EMPLOYER'S REPRESENTATIVE

4.1 KPRL shall designate an Engineer/Employer's Representative (hereinafter 'the Engineer') responsible for administering the Contract.

4.2 The Engineer has authority to: issue instructions and clarifications; inspect and test the Works; certify payments; issue Variations within the limits stated in the SCC; and issue Taking Over and Defects Liability Completion Certificates.

4.3 Instructions from the Engineer shall be in writing. The Contractor shall comply with all Engineer's instructions promptly. If an instruction constitutes a Variation, the Engineer shall issue a formal Variation Order.

5. CONTRACTOR'S GENERAL OBLIGATIONS

5.1 The Contractor shall execute and complete the Works in accordance with the Contract, and shall remedy any defects in the Works.

5.2 The Contractor shall provide all labour, materials, plant, equipment, consumables, temporary works, and everything (whether permanent or temporary) required for the Works, except as otherwise stated in the Contract.

5.3 The Contractor shall be responsible for the adequacy, stability and safety of all site operations, construction methods and temporary works.

5.4 The Contractor shall comply with all applicable laws, regulations, standards (including Kenya Bureau of Standards and relevant international standards), codes of practice and bye-laws in the execution of the Works.

6. RISK ALLOCATION

6.1 KPRL's Risks: From the Commencement Date until the Defects Liability Certificate is issued, the following risks belong to KPRL: (a) personal injury, death or property damage arising from use or occupation of the Site as an unavoidable result of the Works; (b) negligence or breach of statutory duty by KPRL or persons contracted to KPRL (other than the Contractor); (c) damage to the Works arising from KPRL's design fault; (d) loss or damage due to war, hostilities, invasion, or radioactive contamination; (e) physical conditions on Site that were not

foreseeable by an experienced contractor at the time of tender, that were not disclosed by KPRL in the tender documents.

6.2 From the Taking Over Certificate until the Defects Liability Certificate, loss of or damage to the Works is KPRL's risk except: (a) a defect existing on the Taking Over Date; (b) an event before the Taking Over Date that was not a KPRL risk; or (c) Contractor's activities on Site after the Taking Over Date.

6.3 Contractor's Risks: All risks not expressly allocated to KPRL under GCC-W Clause 6.1 and 6.2 are Contractor's risks.'

6. COMMENCEMENT AND COMPLETION

7.1 The Contractor shall commence the Works on the Commencement Date stated in the Contract Agreement and shall proceed with due expedition and diligence.

7.2 The Contractor shall complete the Works within the Time for Completion stated in the TDS.

7.3 Time for Completion is of the essence. Extensions of time shall only be granted in writing by the Engineer and only for the causes specified in GCC-W Clause 32.

8. PROGRAMME

8.1 Within fourteen [14] calendar days of the Commencement Date, the Contractor shall submit to the Engineer for approval a Programme showing the general methods, arrangements, order and timing for all activities in the Works, including key milestones, resource allocation and critical path.

8.2 The Contractor shall submit an updated Programme to the Engineer at intervals not exceeding [4] weeks, showing actual progress, the effect on the sequence and timing of remaining work, and the effect of any Variations or Compensation Events.

8.3 If the Contractor fails to submit an updated Programme within the required period, the Engineer may withhold [amount stated in SCC] from the next interim payment certificate until the Programme is submitted. Engineer approval shall not alter the Contractor's obligations.

6A.4 The Programme shall form the basis for assessing the Contractor's entitlement to extension of time under GCC-W Clause 32.'

9. ACCELERATION

9.1 Where KPRL requires the Contractor to complete the Works before the Time for Completion, the Engineer shall instruct the Contractor to submit priced proposals for the necessary acceleration measures.

9.2 If KPRL accepts the Contractor's priced acceleration proposals, the Time for Completion shall be revised to reflect the earlier completion date, confirmed by a written Contract Amendment, and the acceleration costs shall be incorporated in the Contract Price and treated as a Variation.

9.3 The Contractor shall not be obliged to comply with an acceleration instruction unless and until a written agreement on the revised Time for Completion and additional cost has been reached.'

10. EARLY WARNING

10.1 The Contractor shall give the Engineer written notice at the earliest practicable opportunity of any event or circumstance likely to: (a) adversely affect the quality of the Works; (b) increase the Contract Price; (c) delay the execution or completion of the Works.

10.2 The Engineer may require the Contractor to provide a written estimate of the expected effect of the event on the Contract Price and Time for Completion. The Contractor shall provide such estimate as soon as reasonably possible.

10.3 The Contractor shall cooperate with the Engineer in identifying and implementing proposals to avoid or reduce the adverse effects of any such event.

10.4 If the Contractor fails to give early warning of a delay or fails to cooperate in dealing with a delay, the delay attributable to such failure shall not be considered in assessing any extension of time or additional payment.'

11. MANAGEMENT MEETINGS

11.1 Either the Engineer or the Contractor may require the other to attend a management meeting. A management meeting shall review the Programme for remaining work, deal with matters raised under the Early Warning procedure, and address any other contract administration issues.

11.2 The Engineer shall record the business of each management meeting and provide copies to all attending parties within five (5) working days. The record shall state clearly the responsibilities of each party for actions to be taken, with agreed deadlines.'

12. SITE AND ACCESS

12.1 KPRL shall grant the Contractor access to and possession of the Site on the Commencement Date, subject to the Contractor first obtaining all required approvals, insurance and security clearances as specified by KPRL.

12.2 The Contractor shall not enter any area of KPRL's operational premises without the prior written authorisation of the Engineer and compliance with KPRL's site security and HSE requirements.

12.3 The Contractor shall protect and not endanger or obstruct any KPRL infrastructure, utilities, pipelines or operational equipment. The Contractor shall immediately report to KPRL any accidental damage to KPRL assets.

13. OTHER CONTRACTORS AND THIRD PARTIES ON SITE

13.1 KPRL may engage other contractors and parties (including its operations personnel, NEMA inspectors, public utilities and other contractors) to work on the Site concurrently with the Contractor. 13.2 The Contractor shall cooperate and share the Site with such other parties in accordance with a Schedule of Other Contractors (if any) provided in the tender documents or notified by the Engineer. The Contractor shall provide reasonable facilities and services to other parties where specified.

13.3 If other contractors or third parties engaged by KPRL fail to work within the dates and constraints stated in the Contract and this causes delay or additional cost to the Contractor, this shall constitute a Compensation Event under GCC-W Clause 26.

13.4 The Contractor shall not obstruct or interfere with KPRL's operational activities on or adjacent to the Site.'

14. SUBCONTRACTING

14.1 The Contractor shall not subcontract the whole of the Works without KPRL's prior written consent. The Contractor may subcontract portions of the Works to approved subcontractors.

14.2 All subcontractors shall be approved in writing by the Engineer before engagement. KPRL may reject any subcontractor whose qualifications or HSE performance is unsatisfactory.

14.3 The Contractor shall remain fully and solely responsible for the performance of all subcontractors and for all subcontracted works as if executed by the Contractor itself.

14.4 All subcontractors shall be bound by equivalent HSE, anti-corruption and ethical obligations as the Contractor.

15. MATERIALS, PLANT AND WORKMANSHIP

15.1 All materials and plant incorporated in the Works shall be new (unless otherwise specified), of the quality specified, and shall comply with the Technical Specifications and applicable KEBS or international standards.

15.2 The Contractor shall provide all documents, samples and test certificates as required by the Engineer before incorporating materials or plant into the Works.

15.3 The Engineer shall have the right to inspect, test and reject any materials, plant or workmanship that do not conform to the Contract. Rejected materials shall be removed from site promptly at the Contractor's expense.

16. VARIATIONS

16.1 The Engineer may instruct Variations, which may include additions to or deletions from the Works, changes in quality, sequence or timing. No Variation shall void or invalidate the Contract.

16.2 Variations shall be instructed in writing by the Engineer by way of a Variation Order. The Contractor shall not execute a Variation without a written Variation Order.

16.3 The value of a Variation shall be agreed before execution, where possible. Where agreement is not possible, the Contractor shall execute the Variation and the Engineer shall determine a fair valuation on the basis of: rates in the BoQ (where applicable); or a fair rate derived from the BoQ rates; or day-work rates agreed in advance.

16.4 The aggregate value of all Variations shall not exceed [20%] of the original Contract Price without prior written approval from KPRL, as specified in the SCC.

'17. CHANGES IN CONTRACT PRICE FOR QUANTITY VARIATIONS

17.1 Where the final quantity of any item of work executed under this Contract differs from the quantity in the Priced BoQ by more than twenty-five percent (25%), and provided the change

in that item exceeds one percent (1%) of the Contract Price, the Engineer shall adjust the applicable BoQ rate to reflect the change in unit cost arising from the changed quantity.

17.2 No rate adjustment shall result in the aggregate Contract Price exceeding the original Contract Price by more than fifteen percent (15%) without the prior written approval of KPRL.

17.3 The Contractor may provide the Engineer with a detailed cost breakdown of any rate in the BoQ on request.'

'18. VALUE ENGINEERING

18.1 The Contractor may, at any time during the Contract, submit a written Value Engineering Proposal to the Engineer at the Contractor's own cost. The proposal shall include: (a) a description of the proposed changes; (b) a full cost-benefit analysis including lifecycle cost implications for KPRL; (c) the effect on performance, quality, safety or functionality of the Works; and (d) a proposed implementation schedule.

18.2 KPRL may accept a Value Engineering Proposal if it: (a) reduces the Contract Price or total lifecycle cost; (b) accelerates the Time for Completion; (c) improves quality, efficiency, safety or sustainability without compromising required functionality.

18.3 Where a Value Engineering Proposal is accepted and results in a Contract Price reduction, the financial benefit sharing shall be as stated in the SCC. Where it results in a Contract Price increase but a net lifecycle cost reduction, KPRL shall pay the full increase.

18.4 No change under this Clause shall be implemented without a written Variation Order.'

'19. DAYWORKS

19.1 Where directed in writing in advance by the Engineer, additional work may be paid for on a Dayworks basis using the Dayworks rates included in the BoQ or agreed in advance. Dayworks shall not be used for work that can be valued using BoQ rates or a Variation Order.

19.2 The Contractor shall record all Dayworks on daily record sheets in the format approved by the Engineer, showing the labour employed, materials used and plant deployed. Each completed daily record sheet shall be submitted to the Engineer for verification and signature within two (2) working days of the work being done. Daywork record sheets that are not verified and signed within this period shall be resubmitted with an explanation for the delay; disputed amounts shall be resolved under the Contractor Claims procedure.'

20. INSPECTIONS AND TESTS

20.1 The Contractor shall carry out all tests and inspections specified in the Contract, including materials testing, structural testing and commissioning tests. Results shall be recorded and submitted to the Engineer.

20.2 The Engineer may order additional tests at any time. Where tests reveal non-conformance, the Contractor shall remedy the defect and the cost of re-testing shall be borne by the Contractor.

20.3 The Contractor shall give the Engineer reasonable advance notice of all tests so that the Engineer may attend.

21. TAKING OVER AND COMPLETION

21.1 When the Contractor considers the Works substantially complete and all tests have been passed, the Contractor shall notify the Engineer in writing.

21.2 The Engineer shall inspect the Works within seven (7) days of receiving the notice. If the Works are found to be substantially complete, the Engineer shall issue a Taking Over Certificate stating the Taking Over Date. If not complete, the Engineer shall notify the Contractor of work outstanding.

21.3 The Defects Liability Period shall commence from the Taking Over Date.

22. AS-BUILT DRAWINGS AND OPERATING MANUALS

22.1 Where specified in the Technical Specifications or SCC, the Contractor shall submit to the Engineer: (a) as-built drawings showing the Works as actually constructed, to the specification stated in the SCC; and (b) operating and maintenance manuals for all mechanical, electrical and instrumentation components of the Works, in English.

22.2 As-built drawings and manuals shall be submitted by the dates stated in the SCC. The Engineer shall review and approve or reject with comments within [14] working days of receipt. The Contractor shall correct and resubmit any rejected submissions within [14] working days.

22.3 If the Contractor fails to submit as-built drawings and manuals by the required date, the Engineer may withhold [amount stated in SCC] from the next payment certificate until submission is made.

22.4 The Taking Over Certificate shall not be issued until all required as-built drawings and manuals have been submitted and approved.'

23. DEFECTS LIABILITY

23.1 During the Defects Liability Period (DLP) stated in the TDS, the Contractor shall remedy any defects in the Works which are notified by the Engineer, at the Contractor's own cost, within the time specified in the notice.

23.2 If the Contractor fails to remedy a notified defect within the specified time, KPRL may employ other contractors to remedy the defect and recover the cost from the Contractor.

23.3 At the end of the DLP, if all defects have been remedied, the Engineer shall issue a Defects Liability Completion Certificate. The remaining retention money shall be released within twenty-eight (28) days of the Defects Liability Completion Certificate.

24. FINAL ACCOUNT

24.1 Not later than [56] days before the end of the Defects Liability Period, the Contractor shall submit to the Engineer a Final Account showing in detail the total amount that the Contractor considers payable under the Contract, including all outstanding Variations, Compensation Events and any other claims substantiated in accordance with GCC-W Clause 26.

24.2 The Engineer shall, within 56 days of receiving the Final Account (if correct and complete): (a) certify any final payment due to the Contractor; and (b) if satisfied that all defects have been remedied, issue the Defects Liability Completion Certificate.

24.3 If the Final Account is not correct or complete, the Engineer shall issue within 56 days a schedule identifying the corrections or additional information needed. The Contractor shall resubmit within 28 days. If the resubmitted Final Account remains unsatisfactory, the Engineer shall determine the amount payable and issue a payment certificate accordingly.

24.4 The Final Account shall be without prejudice to any rights either Party may have in relation to any matter under dispute.'

25. PAYMENT AND CERTIFICATION

25.1 The Contractor shall submit periodical interim payment applications (or milestone-based applications as stated in the SCC) to the Engineer in the format specified. Applications shall be supported by measurement sheets, delivery records and other evidence.

25.2 The Engineer shall certify the amount due within fourteen (14) days of receiving the application. KPRL shall pay the certified amount within thirty (30) days after Invoice date.

25.3 Retention: KPRL shall retain the percentage specified in the TDS from each payment. Half of the total retention shall be released upon issuance of the Taking Over Certificate; the remainder upon issuance of the Defects Liability Completion Certificate.

25.3A Retention Guarantee: Where the SCC permits, the Contractor may at any time elect to substitute the whole or part of the retention money held by KPRL with an unconditional on-demand bank guarantee from a bank licensed by the Central Bank of Kenya, in an equivalent amount and form acceptable to KPRL. KPRL shall release the retained cash within 14 working days of receiving a valid retention guarantee. The retention guarantee shall be reduced proportionally as the Works are completed and retention is released in the normal course under GCC-W Clause 25.3.'

25.4 Advance Payment: Where an advance payment is agreed, it shall be paid against an Advance Payment Guarantee and shall be recovered from subsequent interim payments as specified in the SCC.

25.6 KPRL shall deduct withholding tax from all payments as required by Kenyan tax law.

26. COMPENSATION EVENTS

26.1 The following events shall constitute Compensation Events, entitling the Contractor to an adjustment in the Contract Price and/or Time for Completion: (a) KPRL fails to give possession of any part of the Site by the date stated in the Contract; (b) KPRL modifies the schedule of other contractors in a way that affects the Contractor's work; (c) The Engineer orders a delay or fails to issue Drawings, Specifications or instructions required for execution of the Works within a reasonable time; (d) The Engineer instructs the Contractor to uncover or carry out additional tests on work that is subsequently found to have no defect — cost borne by KPRL; (e) The Engineer unreasonably withholds approval of a proposed subcontract; (f) Ground conditions are substantially more adverse than could reasonably have been assumed from information provided by KPRL or publicly available at the time of tender; (g) The Engineer gives instructions for dealing with an unforeseen condition caused by KPRL or for additional work required for safety reasons; (h) Other contractors, public authorities or utilities engaged by KPRL fail to work within the dates and constraints stated in the Contract, causing delay or

additional cost; (i) An advance payment agreed in the SCC is delayed by KPRL beyond the agreed date; (j) Any other event that is expressly stated in the GCC-W or SCC to be a Compensation Event.

26.2 On the occurrence of a Compensation Event, the Engineer shall assess the effect on the Contract Price and Time for Completion and adjust both accordingly. The Contractor shall cooperate in the assessment and shall not be entitled to compensation for costs that could have been avoided by giving early warning under GCC-W Clause 10.'

27. CONTRACTOR'S CLAIMS PROCEDURE

27.1 If the Contractor considers itself entitled to any extension of the Time for Completion and/or additional payment under any provision of this Contract, the Contractor shall give written notice to the Engineer describing the event or circumstance giving rise to the claim as soon as practicable and not later than 30 days after the Contractor became aware, or should reasonably have become aware, of the event or circumstance.

27.2 If the Contractor fails to give notice within the 30-day period, the Time for Completion shall not be extended, no additional payment shall be due, and KPRL shall be discharged from all liability in connection with the claim.

27.3 Within 42 days of becoming aware of the event, the Contractor shall submit a fully detailed claim including: (a) the basis of entitlement; (b) the extension of time claimed; (c) the additional payment claimed; and (d) all supporting particulars. Where the event has a continuing effect, interim claims shall be submitted monthly with a final claim within 30 days of the end of the effect.

27.4 The Engineer shall respond to the detailed claim within 42 days of receipt, with approval, disapproval and detailed comments, or a request for further particulars. If the Engineer does not respond within 42 days, either Party may refer the matter to dispute resolution under GCC-W Clause 40.

27.5 The Contractor shall maintain and provide access to contemporary records necessary to substantiate any claim.'

28. PRICE ADJUSTMENT

28.1 The Contract Price shall be fixed and firm unless price adjustment provisions are stated in the SCC. Where price adjustment applies, the formula and adjustment indices shall be as specified in the SCC.

29. PERFORMANCE SECURITY

29.1 The Performance Security shall be provided within ten (10) working days of signing the Contract, in the form and amount stated in the SCC.

29.2 KPRL may call on the Performance Security if the Contractor fails to perform or is in material breach and fails to remedy within the notice period.

29.3 The Performance Security shall be returned within thirty (30) days of issuance of the Defects Liability Completion Certificate.

30. HEALTH, SAFETY AND ENVIRONMENT

30.1 The Contractor shall comply with all applicable HSE legislation, including the Occupational Safety and Health Act 2007, the Work Injury Benefits Act 2007, the Environmental Management and Coordination Act 1999 (EMCA), NEMA requirements, and any EIA conditions applicable to the Works.

30.2 Before commencing work on Site, the Contractor shall: (a) submit and obtain Engineer's approval of the HSE Plan; (b) complete KPRL's mandatory site HSE induction for all personnel; (c) provide evidence of WIBA cover for all site workers; and (d) provide evidence of public liability insurance.

30.3 The Contractor shall appoint a qualified and experienced HSE Officer dedicated to the works throughout the Contract. The HSE Officer shall be resident on site during all working hours.

30.4 The Contractor shall conduct daily Toolbox Talks and maintain attendance records. Toolbox Talk records shall be submitted to the Engineer weekly.

30.5 High-Risk Work Permits: The following activities shall require prior written permit from KPRL's HSE department before commencement:

- Hot work (welding, cutting, grinding) near pipelines or within petroleum storage areas;
- Confined space entry;
- Working at height (above 1.8 metres);
- Excavation deeper than 1.5 metres or near live services;
- Electrical isolation or live electrical work;
- Crane lifts (all crane lifts require a lifting plan approved by the Engineer);
- Any work within a 5-metre radius of live petroleum pipelines.

30.6 The Contractor shall report all accidents, near-misses and environmental incidents to the Engineer within twenty-four (24) hours. Fatal accidents shall be reported to the Engineer immediately by telephone, followed by immediate written notification.

30.7 KPRL reserves the right to suspend all or part of the Works if the Contractor is in material breach of HSE requirements, work is considered unsafe or likely to cause injury, environmental damage, fire, explosion or damage to KPRL facilities. Such suspension shall be at the Contractor's risk and cost.

30.8 Environmental Protection: The Contractor shall: prevent contamination of soil, water and air; manage all hazardous materials and waste in compliance with EMCA and NEMA requirements; ensure all spillages are contained and reported immediately; and reinstate and restore the site to a condition equal to or better than its condition at the Commencement Date.

31. EMPLOYMENT AND LABOUR

31.1 The Contractor shall comply with the Employment Act 2007, the National Social Security Fund Act, the National Hospital Insurance Fund Act, the Work Injury Benefits Act 2007 and all other applicable labour laws.

31.2 The Contractor shall give preference to the employment of local Kenyan workers, skilled trades and materials where available and of comparable quality.

31.3 The Contractor shall not employ child labour or use forced labour in any form.

31.4 The Contractor shall pay all workers at least the minimum wage as prescribed by the relevant Wages Order and shall not make unlawful deductions from wages.

32. EXTENSION OF TIME

32.1 The Contractor shall be entitled to an extension of the Time for Completion if the Works are delayed by: (a) a Force Majeure Event; (b) a Variation ordered by the Engineer; (c) physical conditions on Site unforeseeably different from those described in the Contract documents; (d) late access to the Site due to KPRL; (e) any other cause that is KPRL's responsibility under the Contract.

32.2 The Contractor shall notify the Engineer in writing of a claim for extension within twenty-one (21) days of the delaying event becoming known. Failure to notify within this period shall not bar a claim but may limit the Engineer's ability to assess it.

32.3 The Engineer shall assess each claim and issue an extension of time decision within twenty-eight (28) days of receiving full supporting information.

33. TERMINATION FOR DEFAULT

33.1 KPRL may, without prejudice to other remedies, terminate the Contract if:

- a) The Supplier fails to deliver the Goods within the period specified and fails to remedy the failure within fourteen (14) days of written notice;
- b) The Supplier fails to perform any other obligation under the Contract and fails to remedy within twenty-one (21) days of written notice;
- c) The Supplier is in insolvency, receivership or is unable to pay its debts;
- d) The Supplier engages in corrupt, fraudulent, collusive or coercive conduct.

33.2 On termination for Contractor default, KPRL may call on the Performance Security, procure substitute goods from other sources (and recover any additional cost from the Supplier), and claim damages.

33.3 Payment on Termination for Default: On termination for Contractor default, the Engineer shall certify the value of: (a) work properly executed and accepted by KPRL up to the date of termination; (b) materials properly delivered to and incorporated in the Works. From this amount, the Engineer shall deduct: (i) any advance payments outstanding and not yet recovered; (ii) a percentage (as stated in the SCC) of the value of work not yet completed. If the net amount due to KPRL exceeds any payment due to the Contractor, the difference shall be recoverable as a debt from the Contractor.

34. PROPERTY ON TERMINATION FOR DEFAULT

34.1 If the Contract is terminated by KPRL for Contractor default pursuant to GCC-W Clause 33, all Materials on the Site, Plant and Equipment brought to the Site for the Works, Temporary Works, and all completed and partially completed Works shall be deemed to be the property of KPRL until KPRL has recovered all additional costs incurred in completing the Works using other contractors.

34.2 Once KPRL has fully recovered such additional costs, any remaining property shall be returned to the Contractor. KPRL shall maintain reasonable care of such property while it is deemed KPRL's property.'

35. TERMINATION FOR CONVENIENCE

35.1 KPRL may terminate the Contract in whole or in part at any time for its convenience, by giving the Supplier not less than thirty (30) calendar days' written notice.

35.2 Payment on Termination for Convenience: On termination for KPRL's convenience, the Engineer shall certify and KPRL shall pay: (a) the value of work properly executed; (b) the cost of materials properly ordered for the Works and not yet incorporated. KPRL shall not be liable for anticipated profit on unexecuted Works.'

36. FORCE MAJEURE

36.1 A Force Majeure Event means an event beyond the affected Party's reasonable control that was unforeseeable and unavoidable. Force Majeure Events include: acts of God; war; terrorism; earthquake; flood; epidemic or pandemic; government-imposed restrictions; or similar events.

36.2 The affected Party shall notify the other within five (5) days of the Force Majeure Event, stating its nature, likely duration, and impact on the Works.

36.3 If Force Majeure continues for more than ninety (90) days, either Party may terminate the Contract on twenty-one (21) days' written notice. KPRL shall pay the Contractor for work properly executed and materials reasonably procured before termination.

37. FRUSTRATION AND RELEASE FROM PERFORMANCE

37.1 If the Contract becomes frustrated by an event entirely outside the control of both Parties (including outbreak of war, invasion, nuclear incident, or any event that makes performance permanently impossible or permanently impractical under the law of Kenya), the Engineer shall certify in writing that the Contract has been frustrated.

37.2 Upon receiving the Engineer's certificate of frustration: (a) the Contractor shall immediately make the Site safe, secure and tidy; (b) the Contractor shall stop work as quickly as practicable; and (c) the Contractor shall be paid for all work properly executed before the certificate and for commitments reasonably entered into after the frustrating event occurred.

38. LIQUIDATED DAMAGES

38.1 If the Contractor fails to complete the Works within the Time for Completion (as extended), KPRL shall deduct liquidated damages at the rate and up to the maximum stated in the SCC, without prejudice to any other remedy. Continued delay beyond this limit shall constitute a material default.

38.2 Liquidated damages shall not apply to any delay caused by a Force Majeure Event or any other cause entitling the Contractor to an extension of time.

38.3 Liquidated damages are a genuine pre-estimate of KPRL's loss. They do not bar KPRL from claiming additional losses where these exceed the maximum liquidated damages cap.

39. ANTI-CORRUPTION AND ETHICS

39.1 The Contractor and all subcontractors shall comply with the Anti-Corruption and Economic Crimes Act 2003, the Bribery Act 2016, POCAMLA 2009 and all other applicable anti-corruption laws.

39.2 KPRL may immediately terminate the Contract and report to relevant authorities any Contractor found to have engaged in corrupt, fraudulent, collusive or coercive conduct in connection with the Contract.

40. DISPUTE RESOLUTION

40.1 Any dispute shall first be referred to the Engineer for a decision. The Engineer shall issue a written decision within twenty-one (21) days. Either Party may dissatisfy with the Engineer's decision within twenty-one (21) days.

40.2 Disputes not resolved by the Engineer shall be referred to amicable settlement between the Supply Chain Manager and the Contractor's senior management within twenty-one (21) days.

40.3 Disputes not settled amicably shall be referred to mediation under the NCIA rules. Mediation shall be concluded within sixty (60) days.

40.4 If mediation fails, disputes shall be resolved by arbitration under the Arbitration Act (Cap 49) of Kenya. The seat of arbitration shall be Nairobi; the language shall be English. The arbitral award shall be final and binding.

40.5 The Contractor shall continue to execute the Works pending resolution of any dispute.

41. INSURANCE

41.1 The Contractor shall maintain, at its own cost, the following minimum insurances throughout the Contract period:

- Works Insurance (All Risks): covering the full replacement value of the Works and temporary works;
- Public Liability Insurance: not less than KES 50 million per incident (or as stated in SCC);
- Contractor's Equipment Insurance: covering all plant and equipment used on Site;
- Professional Indemnity Insurance (for design elements): not less than KES 50 million;
- Work Injury Benefits Act (WIBA) cover: for all workers on Site;
- Motor Vehicle Insurance (Third Party): for all vehicles used on Site.

41.2 The Contractor shall provide evidence of all insurances to the Engineer before commencing work. KPRL shall be named as co-insured on the Works Insurance and Public Liability policies.

42. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

42.1 All designs, drawings, specifications, reports and other documents produced by the Contractor specifically for this Contract shall become the property of KPRL upon full payment.

42.2 The Contractor shall treat all KPRL information and data as confidential and shall not disclose it without prior written consent, both during and for five (5) years after the Contract.

43. NOTICES

43.1 All notices shall be in writing (including email) and addressed to the respective Party at the address stated in the Contract Agreement. Notices shall be deemed received: on receipt when delivered by recorded courier; seven (7) days after posting if by local postal service; or upon confirmation of email delivery if by e-mail.

44. ENTIRE AGREEMENT AND AMENDMENTS

44.1 The Contract constitutes the entire agreement of the Parties and supersedes all prior negotiations. No amendment shall be binding unless in writing and signed by both Parties.

45. ENVIRONMENTAL, SOCIAL AND GOVERNANCE (ESG) COMPLIANCE

45.1 The Parties shall conduct business sustainably, ethically and responsibly, and shall comply with all applicable environmental, social and governance laws, regulations, standards and policies in Kenya and any other relevant jurisdiction.

45.2 Environmental Obligations: The Contractor shall comply with environmental laws, permits and standards; minimize adverse environmental impacts; use resources efficiently; safely handle, store, transport and dispose of hazardous substances and waste; maintain required licenses and permits; and promptly notify KPRL of any material environmental incident, regulatory notice or investigation.

45.3 Social Obligations: The Contractor shall comply with labour and employment laws; provide a safe and healthy workplace; prohibit forced labour, child labour, human trafficking, discrimination, sexual harassment, bullying, abuse, and all forms of workplace harassment; promote fair labour practices and equal opportunity; respect human rights; and maintain procedures for workplace grievances and safety complaints.

45.4 Governance and Ethical Conduct: The Contractor shall conduct business with integrity; comply with anticorruption, anti-bribery, anti-money laundering, fraud prevention, data protection and privacy laws; avoid improper payments or advantages; maintain accurate records and internal controls; safeguard confidential and personal information; and promptly notify KPRL of any actual or suspected breach.

45.5 The Contractor shall use reasonable endeavors to ensure that subcontractors, agents and suppliers engaged in the Contract comply with substantially similar ESG standards and shall remain responsible for their acts and omissions.

45.6 KPRL may, on reasonable notice, request information or records needed to verify ESG compliance, and the Contractor shall cooperate with such request.

45.7 If the Contractor breaches this Clause, KPRL may require a corrective action plan. Failure to remedy the breach within the required period shall constitute a material breach.

45.8 Any serious ESG violation, including corruption, forced or child labour, serious environmental breach or persistent legal non-compliance, shall entitle the Procuring Entity to suspend performance or terminate the Contract immediately, without prejudice to other remedies.

45.9 This Clause shall survive expiry or termination of the Contract to the extent necessary to address any act, omission, investigation, claim or liability arising during the Contract term.

PART 5 – SPECIAL CONDITIONS OF CONTRACT

SECTION VI: SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions supplement or amend the GCC-W. In the event of conflict, the SCC prevails. This section shall be completed for each specific works procurement.

GCC-W Reference	Special Provision
GCC-W 4.1 – Engineer	Engineering Manager
GCC-W 6.2 – Time for Completion	120 calendar days from Commencement Date Commencement should be within 14 days of contract signing
GCC-W 10.4 – Variation Limit	Maximum aggregate variation value: [20%] of original Contract Price
GCC-W 13.1 – Defects Liability Period	[12] months from Taking Over Date
GCC-W 14.2 – Payment Certification	Engineer to certify within 14 days; KPRL to pay within 30 days after invoice date
GCC-W 14.3 – Retention	[5%] of each certified amount; 50% released at Taking Over, 50% at DLP completion
GCC-W 14.4 – Advance Payment	Not Applicable [10% / 20% / Nil] of Contract Price against equivalent Advance Payment Guarantee
GCC-W 15 – Price Adjustment	[Fixed price / Price adjustment per formula: Contract Price x (Adjustment Factor) where Adjustment Factor = (Current Index / Base Index)]
GCC-W 16.1 – Performance Security	[10%] of Contract Price; Bank Guarantee; valid for contract period + 60 days
GCC-W 21 – Liquidated Damages	Rate: [0.1%] of Contract Price per day Maximum: [10%] of Contract Price
GCC-W 25.1 – Insurance	Public Liability: KES [50 million] per incident Works Insurance: [full replacement value]
Additional Site Rules	KPRL site-specific safety and operational rules

EIA Conditions	EIA conditions applicable to works
Governing Law	Laws of Kenya
Time for Completion	120 calendar days from Commencement Date
Liquidated Damages Rate	[0.1%] of Contract Price per day of delay
Maximum Liquidated Damages	[10%] of Contract Price
Defects Liability Period	[12] months from date of Taking Over Certificate
HSE Minimum LTIFR	[Specify maximum acceptable LTIFR for last 3 years]
Engineer / Employer's Representative	Head of Projects & Tanks
Currency of Payment	Kenya Shillings (KES)

PART 6 – CONTRACT FORMS AND SCHEDULES

SECTION VII: CONTRACT FORMS AND SCHEDULES

FORM C1: WORKS CONTRACT AGREEMENT

THIS WORKS CONTRACT AGREEMENT is entered into on the _____ day of _____ 20____ by and between:

(1) KENYA PETROLEUM REFINERIES LIMITED (KPRL), a subsidiary of Kenya Pipeline Company PLC a public company limited by shares incorporated under the Companies Act 2015, with its registered office at Refinery Road, Changamwe, P.O. Box 90401- 80100, Mombasa, Kenya (hereinafter 'KPRL' or 'the Employer'); and

(2) [NAME OF CONTRACTOR], [type of entity] incorporated/registered under the laws of [Country], NCA Registration No. _____, with offices at [Address] (hereinafter 'the Contractor').

RECITALS

- A. KPRL issued an Invitation to Tender under Reference No. _____ for the execution of [description of Works] ('the Works');
- B. The Contractor submitted a tender dated _____ and KPRL has accepted the Contractor's tender;
- C. The Parties now wish to formalise their agreement.

IT IS AGREED:

1. The Contractor shall execute and complete the Works, and remedy any defects therein, in accordance with the Contract Documents.
2. KPRL shall pay the Contractor the Contract Price of KES _____ (exclusive of VAT) in accordance with the terms of the Contract.
3. The Contractor shall complete the Works within _____ calendar days of the Commencement Date of _____.
4. The Contract Documents, in order of priority: (a) this Agreement; (b) SCC; (c) GCC-W; (d) Technical Specifications; (e) Drawings; (f) Priced BoQ; (g) Tender Submission Form; (h) Addenda.

IN WITNESS WHEREOF:

For KENYA PETROLEUM REFINERIES LIMITED:

Signature: _____

Name: _____

Title: _____

Date: _____ Company Seal:

For [NAME OF CONTRACTOR]:

Signature: _____

Name: _____

Title: _____

Date: _____ Company Seal:

Witness:

Signature: _____

Name: _____

Title: _____

Date: _____ Company Seal:

Witness

Signature: _____

Name: _____

Title: _____

Date: _____ Company Seal:

FORM C2: PERFORMANCE SECURITY (BANK GUARANTEE)

[Letterhead of Issuing Bank] | Date: _____

To: Kenya Petroleum Refineries Limited

KNOW ALL PERSONS that WE, [Name of Bank], licensed by the Central Bank of Kenya, are bound unto KPRL in the sum of KES _____ (in words: _____).

WHEREAS [Name of Contractor] has entered into Works Contract No. _____ with KPRL for execution of [Works] ('the Contract');

WE hereby irrevocably and unconditionally guarantee to pay KPRL on first demand in writing, without cavil or argument, any sum up to KES _____ in the event that the Contractor fails to fulfil any of its obligations under the Contract and such failure is not remedied within the notice period.

This guarantee is valid from the date hereof until _____ [Contract Period + 60 days].

Bank Authorised Signature: _____

Name and Title: _____

Bank Stamp and Date: _____

FORM C3: ADVANCE PAYMENT GUARANTEE

[Letterhead of Issuing Bank]

To: Kenya Petroleum Refineries Limited

In consideration of KPRL agreeing to pay [Contractor Name] an advance payment of KES _____ under Contract No. _____, WE [Name of Bank] irrevocably guarantee to repay to KPC PLC, on first demand in writing, the outstanding balance of the advance payment in the event that the Contractor fails to execute the Works in accordance with the Contract.

The amount of this guarantee shall be reduced by KES _____ for each payment certificate issued by the Engineer, as the advance is recovered.

This guarantee expires on _____ or when the advance is fully recovered, whichever is earlier.

Bank Authorised Signature: _____ Bank Stamp:

FORM C4: TAKING OVER CERTIFICATE

Certificate No.	TOC-[Number]
Contract Reference	
Contractor	
Description of Works	
Tender for Completion Submitted	
Inspection Date	
Taking Over Date	
Outstanding Work / Snag List	Attached / None
Defects Liability Period Start	Same as Taking Over Date
Defects Liability Period End	[DLP months] after Taking Over Date
First Retention Release	50% of total retention – KES _____
Signed by Engineer	Name: _____ Date: _____

FORM C5: DEFECTS LIABILITY COMPLETION CERTIFICATE

This Certificate confirms that all defects notified during the Defects Liability Period have been satisfactorily remedied and all obligations of the Contractor during the DLP have been fulfilled.

Contract No.: _____

Contractor: _____

DLP Completion Date: _____

Actions: (1) Remaining retention of KES _____ to be released within 28 days. (2) Performance Security to be returned within 30 days.

Engineer: _____ Signature: _____ Date: _____

FORM C6: VARIATION ORDER

VARIATION ORDER No. _____ to Contract No. _____

To: [Name of Contractor]

Pursuant to GCC-W Clause 10, you are hereby instructed to execute the following Variation to the Works:

1. Description of Variation: _____
2. Reason for Variation: _____
3. Impact on Contract Price: [Increase / Decrease / Nil] by KES

4. Revised Contract Price: KES _____
5. Impact on Time for Completion: [Extension / No Change] of _____ calendar days
6. Revised Completion Date: _____

Issued by Engineer: _____ Signature: _____ Date: _____

Acknowledged by Contractor: _____ Signature: _____ Date: _____

ANNEXURES

ANNEXURE A: GLOSSARY OF KEY TERMS

Abbreviation/Term	Meaning
BoQ	Bills of Quantities
CBK	Central Bank of Kenya
DLP	Defects Liability Period
EAT	East Africa Time (UTC+3)
EBK	Engineers Board of Kenya
EIA	Environmental Impact Assessment
EMCA	Environmental Management and Coordination Act 1999
EPRA	Energy and Petroleum Regulatory Authority
GCC-W	General Conditions of Contract for Works
HSE	Health Safety & Environment
IEK	Institution of Engineers of Kenya
ITT	Instructions to Tenderers
JV	Joint Venture
KEBS	Kenya Bureau of Standards
KES	Kenya Shillings
KPRL	Kenya Petroleum Refineries Limited
KPC PLC	Kenya Pipeline Company PLC
KRA	Kenya Revenue Authority
LTIFR	Lost Time Injury Frequency Rate (per million man-hours)
NCA	National Construction Authority

NEMA	National Environment Management Authority
NCIA	Nairobi Centre for International Arbitration
NSE	Nairobi Securities Exchange
OSHA	Occupational Safety and Health Act 2007 (Kenya)
PIN	Personal Identification Number (KRA)
POCAMLA	Proceeds of Crime and Anti-Money Laundering Act 2009
PPE	Personal Protective Equipment
QA/QC	Quality Assurance / Quality Control
SCC	Special Conditions of Contract
STD	Standard Tender Document
TDS	Tender Data Sheet
TOC	Taking Over Certificate
TRIR	Total Recordable Injury Rate
WIBA	Work Injury Benefits Act 2007

ANNEXURE B: KPRLWORKS HSE REQUIREMENTS AND PERMIT-TO-WORK SYSTEM

All contractors working on KPRL sites shall comply with the following HSE requirements:

MANDATORY PRE-COMMENCEMENT REQUIREMENTS:

- Submit HSE Plan for Engineer's written approval before commencing work;
- Conduct and document site-specific risk assessment (JSA) and submit proposed method statement and safe systems of work.
- Complete KPRL mandatory site HSE induction for all site personnel (no exemptions);
- Provide evidence of WIBA cover and public liability insurance;
- Appoint a dedicated, resident HSE Officer (qualifications to be pre-approved by KPRLHSE department);
- Provide an Emergency Response Plan specific to the site.
- Provide adequate first-aid facilities and appropriately trained and certified first aiders as per applicable legal requirements and the risk profile of the works.

PERMIT-TO-WORK SYSTEM:

- KPRL operates a Permit-to-Work (PTW) system for high-risk activities.): All work within KPRL operational areas shall comply with KPRL's Permit-to-Work (PTW) system. Contractor personnel shall not commence permit-controlled work until the required permit has been issued, communicated and displayed at the work location. The Contractor shall comply with all isolation, gas testing, electrical isolation, line breaking and other controls specified by KPRL PTW.

The following permits are required (issued by KPRL's Operations/HSE department);

- Hot Work Permit: for all welding, cutting, grinding or use of open flames within 15 metres of pipelines;
- Confined Space Entry Permit: for all entry into tanks, manholes, trenches deeper than 1.5m;
- Working at Height Permit: for all work above 1.8 metres;
- Electrical Isolation Permit: for all electrical isolation or work on electrical systems;
- Excavation Permit: for all excavation deeper than 0.5 metres or near underground services;
- Lifting Operations Permit: for all crane lifts (lifting plan required);
- Cold Work Permit: for non-ignition-risk work in restricted areas.

Contractors shall never commence permitted work without a valid, signed PTW from KPRL's Operations/HSE team.

REPORTING REQUIREMENTS:

- Toolbox Talk records: submitted to Engineer weekly;
- HSE inspection reports: weekly (site HSE Officer to KPRLHSE department);
- Near-miss reports: within 24 hours;
- Accident reports: within 24 hours (fatalities immediately by telephone);
- Monthly HSE statistics: LTIFR, TRIR, man-hours, incidents.

ANNEXURE C: ENVIRONMENTAL MANAGEMENT REQUIREMENTS

The Contractor shall comply with the following environmental requirements in addition to GCC-W Clause 17.8:

- Obtain all required NEMA approvals and licences before commencing work;
- Comply with any Environmental and Social Impact Assessment (ESIA) conditions;
- Implement a Waste Management Plan (submit for Engineer's approval before commencement);
- Segregate and dispose of all waste (general, hazardous, construction) in accordance with EMCA and NEMA requirements;
- Prevent fuel, oil and chemical spills; provide spill containment and clean-up equipment on site;
- Minimise noise and vibration; comply with NEMA noise standards;
- Protect watercourses, drainage channels and soil from pollution;
- Rehabilitate and restore all disturbed areas on completion, including re-vegetation;
- Submit monthly environmental monitoring reports to the Engineer.
- Maintain ESG records and submit performance reports and corrective action evidence to KPRL as required.

ANNEXURE D: CHECKLIST FOR WORKS TENDERERS

No.	Item	Included?
1	Form 1: Tender Submission Form – completed and signed	☐ Yes ☐ N/A
2	Form 2: Tenderer Information Form – completed	☐ Yes ☐ N/A
3	Form 3: JV/Consortium Agreement (if applicable)	☐ Yes ☐ N/A
4	Form 4: Priced Bills of Quantities (BoQ) – all items priced	☐ Yes ☐ N/A
5	Form 5: Bank Guarantee for Tender Security – correct amount and validity	☐ Yes ☐ N/A
6	Form 6: Technical Capacity and Methodology Statement	☐ Yes ☐ N/A
7	Form 7: Construction Programme (Gantt Chart / bar chart)	☐ Yes ☐ N/A
8	Form 8: Equipment Schedule	☐ Yes ☐ N/A
9	Form 9: Key Personnel Schedule and signed CVs	☐ Yes ☐ N/A
10	Form 10: Subcontractors List (if any)	☐ Yes ☐ N/A
11	Form 11: HSE Plan and Method Statement (with HSE statistics)	☐ Yes ☐ N/A
12	Form 12: Conflict of Interest Declaration – signed	☐ Yes ☐ N/A
13	Form 13: Beneficial Ownership Disclosure Form – completed	☐ Yes ☐ N/A
14	Form 14: Anti-Corruption Declaration – signed	☐ Yes ☐ N/A
15	KRA Tax Compliance Certificate (valid and current)	☐ Yes ☐ N/A
16	NEMA license (appropriate license)	☐ Yes ☐ N/A
17	NCA Registration Certificate (valid, appropriate class)	☐ Yes ☐ N/A
18	EPRA Registration Certificate (valid, appropriate class)	☐ Yes ☐ N/A
19	Certificate of Incorporation / Business Registration	☐ Yes ☐ N/A

20	CR12 / CR13 or certificate of registration showing shareholders/owners	☐ Yes ☐ N/A
21	Audited Financial Statements (last 3 years) where applicable	☐ Yes ☐ N/A
22	Bank Reference Letter (confirming credit facilities)	☐ Yes ☐ N/A
23	WIBA Insurance Certificate (current)	☐ Yes ☐ N/A
24	Public Liability Insurance Certificate (current)	☐ Yes ☐ N/A
25	List of similar completed contracts with client references	☐ Yes ☐ N/A
26	ISO 9001 / ISO 45001 certificates (if applicable)	☐ Yes ☐ N/A

ANNEXURE E: CONTACT INFORMATION

Procurement Contact	Supply Chain Manager
HSE Contact	Health, Safety & Environment Advisor
Physical Address	Refinery Road, Changamwe, Mombasa, Kenya
Postal Address	P.O. Box 90401 - 80100, Mombasa, Kenya
Procurement Email	tenders@kprl.co.ke
Company Website	www.kprl.co.ke
NCA (for registration verification)	www.nca.go.ke
NEMA (for environmental matters)	www.nema.go.ke
NCIA (for dispute resolution)	www.ncia.or.ke