TENDER DOCUMENT

FOR

SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT AND OTHER SAFETY WEAR

TENDER NO. EAPC/OT /189/ 2019

SUBMISSION DEADLINE: FRIDAY, 8TH MARCH 2019 AT 12.00 NOON
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SECTION I – INVITATION TO BID

1 Supply and delivery of personal protective equipment and other safety wear.

1.1 The East African Portland Cement Plc, one of the leading Cement manufacturing Companies in Kenya, invites sealed bids from eligible candidates for Supply and delivery of personal protective equipment and other safety wear. The detailed breakdown of the requirements/price schedule stipulated in this bid document.

1.2 The candidates may obtain further information from the company website and at the Procurement Office, East African Portland Cement Plc, off Namanga Road Athi River, during normal working hours (8.30-17.00 hours local time on Mondays to Friday except during lunch hour time from 13.00 to 14.00 hours and public holiday.

1.3 A complete set of bid documents can be downloaded from the company website (www.eastafricanportland.com) or public procurement information portal (https://www.tenders.go.ke) free of charge. Candidates who do not wish to download can obtain a hard copy by paying a non-refundable fee of Kenya Shillings 1,000.00 (One thousand Kenya Shillings only) in cash or bankers cheque payable to East African Portland Plc.

1.4 Completed Bid documents are to be enclosed in plain sealed envelopes marked with Bid reference number and be deposited in the Bid Box located at the Customer Care office next the main entrance, East African Portland Cement Company Ltd, Off Namanga Road, Athi River, PO Box 20-00204, Athi River, Kenya; Tel:+254-709 855 000 so as to be received on or before 12.00 noon Friday 8th, March 2019.

1.5 Prices quoted shall clearly show if all taxes are exclusive or inclusive; and be in Kenya Shillings. They shall remain valid for the entire contract period.

1.6 Bids will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at East African Portland Cement Plc customer care office.

1.7 All bids shall be accompanied by a bid security of not less than Kes 200,000/= (two hundred thousand only) or an equivalent amount in USD convertible to KES using the Central Bank of Kenya rate for each lot, (for more than one lot, the bid security shall not be less than the sum of the Lots bid). Each lot shall be considered and treated as a separate contract.

1.8 Sample viewing will be allowed on 25th February 2019 at 10.00am Contact person is Mr. G.G Wachira, Cell phone number: +254 73729946 Email: godfrey.Wachira@eapcc.co.ke, Mr. Juma Anyanga, Cell phone number +254 787545141, juma.anyanga@eapcc.co.ke

1.8.1 In case of lack of appropriate samples with aforementioned, the bidders are expected to submit the samples of respective safety gear. The samples must be well labeled with the bidders business name.

1.9 Any additional information, addendums or clarifications in respect to this tender will be available in our website www.eastafricanportland.com. All bidders are advised to regularly check the website during the bidding period. Bidders who choose to download the tender from website www.eastafricanportland.com or public procurement information portal: https://tenders.go.ke and should forward their company’s details to customercare@eapcc.co.ke so that any addendum/ clarifications can be sent to their email address. East African Portland Cement Plc reserves the right to accept or reject any tender and may annul the tendering process and reject all tenders at any time prior to contract award without thereby incurring any liability to the affected tenderer or tenderers.
SECTION II – INSTRUCTIONS TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.

2.1.2. The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.

2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.

2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=.

2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 5 of these instructions to tenders:

   i) Instructions to tenderers
   ii) General Conditions of Contract
   iii) Special Conditions of Contract
   iv) Schedule of Requirements
   v) Technical Specifications
   vi) Form of tender
   vii) Price schedules
   viii) Contract form
   ix) Confidential business questionnaire form
   x) Tender security form
2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.4 Clarification of Documents

2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity’s address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than four (4) days prior to the deadline for the submission of tenders, prescribed by the procuring entity
to the email address; catherine.otido@eapcc.co.ke; ngala.oloitiptip@eapcc.co.ke.

Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents”.

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

2.5 Amendment of documents

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

2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

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

2.6 Language of tender

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

2.7 Documents Comprising the Tender

The tender prepared by the tenderer shall comprise the following components:

(a) A Tender Form and a Price Schedule completed in accordance with 2.8, 2.9, 2.10 below.

(b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) Tender security furnished is in accordance with Clause 2.12

(d) Confidential business questionnaire
2.8 Form of Tender

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

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

2.9.5 Where contract price variation is allowed, the quantity variation of goods and services shall not exceed fifteen per cent of the original contract quantity, the cumulative value of all contract variation do not result in an increment of the total contract price by more than twenty five percent of the original contract price.

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

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

2.11 Tenderers Eligibility and Qualifications.

2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity’s satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

2.12.2 The tender security shall be not less than Kshs. 200,000( two hundred thousand only) per lot (for more than one lot, the bid security shall not be less than the sum of the Lots bided) (Insurance bid security shall not be acceptable)

2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer’s conduct which would warrant the security’s forfeiture, pursuant to paragraph 2.12.8.
2.12.4 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

   a) A bank guarantee.

2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.4 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.

2.12.6 Unsuccessful tenderer’s security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.

2.12.7 The successful tenderer’s tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.

2.12.8 The tender security may be forfeited:

   (a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form;

   or

   (b) In the case of a successful tenderer, if the tenderer fails:

   (i) to sign the contract in accordance with paragraph 2.26

   or

   (ii) to furnish performance security in accordance with paragraph 2.27

   (c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.
2.14 Format and Signing of Tender

2.14.1 The tenderer shall prepare two copies of the tender, clearly marking each “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders- The Tenderer’s shall submit proposals of both Technical and – Commercial envelope (combined).

2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” “and COPY. “The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the invitation to tender

(b) bear, tender number and name in the invitation to tender and the words: “DO NOT OPEN BEFORE Friday 8th March, 2019, AT 12.Noon.”

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

2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.1, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.15.4 Bidders’ names, Bid modifications or withdrawals, Bid prices, discounts and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.1 no later than 12.00 noon on Friday, 8th March 2019.

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.
2.17 Modification and withdrawal of tenders

2.17.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tender’s is received by the procuring entity prior to the deadline prescribed for the submission of tenders.

2.17.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.12.8.

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

2.17.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18 Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers representatives who choose to attend, at **12.00 noon, Friday, 8th March, 2019** and in the location specified in the invitation to tender. The tenderers’ representatives who are present shall sign a register evidencing their attendance.

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

2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders the procuring entity may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the procuring entity in the procuring entity’s tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.
2.20 Preliminary Examination and Responsiveness

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

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 22, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity’s determination of a tender’s responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

2.22 Evaluation and comparison of tenders.

2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20.

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The Procuring entity’s evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a) operational plan proposed in the tender;

(b) deviations in payment schedule from that specified in the Special Conditions of Contract;
2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

(a) **Operational Plan.**

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity’s required delivery time will be treated as non-responsive and rejected.

(b) **Deviation in payment schedule.**

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.22.6 To qualify for contract awards, the tenderer shall have the following:-

(a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.

(b) Legal capacity to enter into a contract for procurement

(c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing

(d) Shall not be debarred from participating in public procurement.

2.23. **Contacting the procuring entity**

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation, tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 **Award of Contract**

a) **Post qualification**

2.24.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
2.24.2 The determination will take into account the tenderer’s financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer’s tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer’s capabilities to perform satisfactorily.

b) Award Criteria

2.24.4 Subject to paragraph 2.22 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.5 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity’s action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

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

2.25 Notification of award

2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer’s furnishing of the performance security pursuant to paragraph 27, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.27 **Performance Security**

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

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

2.28 **Corrupt or Fraudulent Practices**

2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.28.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in Public Procurement in Kenya.
APPENDIX TO INSTRUCTIONS TO THE TENDERERS

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

<table>
<thead>
<tr>
<th>Instructions to tenderers</th>
<th>Particulars of appendix to instructions to tenderers</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>Particulars of eligible tenderers: Firms registered in Kenya.</td>
</tr>
<tr>
<td>2.2.2</td>
<td>Price to be charged for tender documents. Kshs. 1,000 for those who purchase a hard copy while those who download the document will be free of charge</td>
</tr>
<tr>
<td>2.10</td>
<td>Particulars of other currencies allowed. None</td>
</tr>
<tr>
<td>2.12.2</td>
<td>Particulars of tender security if applicable. Kshs. 200,000 (two hundred thousand only) per lot (for more than one lot, the bid security shall not be less than the sum of the Lots bid) valid for an additional thirty (30) days after the expiry of the tender validity period. (Insurance bid security shall not be acceptable)</td>
</tr>
<tr>
<td>2.12.4</td>
<td>Form of Tender Security: The Tender Security shall be in the form of a Guarantee from a reputable bank.</td>
</tr>
<tr>
<td>2.13</td>
<td>Validity of Tenders: Tenders Shall remain valid for 120 days after date of tender opening</td>
</tr>
<tr>
<td>2.16.3</td>
<td>Bulky tenders which do not fit in the tender box shall be delivered to the Procurement Office.</td>
</tr>
<tr>
<td>2.20.1</td>
<td>Tenderers are required to submit copies of the following MANDATORY DOCUMENTS which will be used during Preliminary Examination to determine responsiveness: 1) Copy of certificate of Registration/Incorporation 2) Copy of Valid Tax Compliance certificate 3) Must Fill the Price Schedule in the format provided 4) Must Fill the Form of Tender in the format provided 5) Must Submit a Tender Security of . Kshs. 200,000 (two hundred thousand only) per lot (for more than one lot, the bid security shall not be less than the sum of the Lots bid) 6) Must submit a duly filled up Confidential Business Questionnaire in format provided 10) Have undertaken similar assignments in value and nature in the last three years. Evidence of this, e.g. testimonial letters or copies of orders from such authority, shall be presented with this bid on submission;</td>
</tr>
</tbody>
</table>

The above requirements are mandatory and any bidder not meeting any of the above shall be treated as non-responsive.
<table>
<thead>
<tr>
<th>Instructions to tenderers</th>
<th>Particulars of appendix to instructions to tenderers</th>
</tr>
</thead>
</table>
| 2.22                      | Evaluation and comparison of Tenders: The following evaluation criteria shall be applied notwithstanding any other requirement in the tender documents. Selection Process Below is a description of the evaluation steps that will be adopted. **STEP 1: Preliminary evaluation** This will be an elimination stage which will be done as per paragraph 2.20.1 above. **STEP 2: Technical evaluation** Only Tenderers who score 70% and above will be considered to be technically responsive and therefore proceed to financial evaluation **STEP 3: Financial Evaluation** This will include the following:-  
  a) Confirmation and considering price schedule duly completed and signed  
  b) Conducting a financial comparison  
  c) Correction of arithmetical errors |
| 2.24 (a)                  | Particulars of post – qualification if applicable. East African Portland Cement Plc may carry out post qualification and inspect the premises or contact listed clients to confirm details |
| 2.24.4                    | Award Criteria: **Award will be made to the lowest evaluated bidder in financial evaluation.** |
| 2.27                      | Particulars of performance security if applicable. **10 % of the contract sum** |
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<tr>
<td>3.17</td>
<td>Notices</td>
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</tr>
</tbody>
</table>
SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

In this contract the following terms shall be interpreted as indicated:

a) “The contract” means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.

c) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.

d) “The Procuring entity” means the organization sourcing for the services under this Contract.

e) “The contractor means the individual or firm providing the services under this Contract.

f) “GCC” means general conditions of contract contained in this section

g) “SCC” means the special conditions of contract

h) “Day” means calendar day

3.2 Application

3.2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other part of contract.

3.3 Standards

3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

3.4 Patent Right’s

3.4.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.
3.5 Performance Security

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

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

3.5.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:

   a) A bank guarantee.

3.5.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer’s performance of obligations under the contract, including any warranty obligations under the contract.

3.6 Inspections and Tests

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

3.6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.6.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

3.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.7 Payment

3.7.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC
3.8 Prices

3.8.1 Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the procuring entity’s request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.9 Assignment

3.9.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the procuring entity’s prior written consent.

3.10 Termination for Default

3.10.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.

b) if the tenderer fails to perform any other obligation(s) under the Contract.

c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.10.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

3.11 Termination of insolvency

3.11.1 The procuring entity may at the anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

3.12 Termination for convenience

3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.
3.13 **Resolution of disputes**

3.13.1 The procuring entity’s and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

3.13.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.14 **Governing Language**

3.14.1 The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

3.15 **Force Majeure**

3.15.1 The contractor shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.16 **Applicable Law.**

3.16.1 The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC.

3.17 **Notices**

3.17.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party’s address specified in the SCC.

3.17.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.
SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

4.2 Special conditions of contract with reference to the general conditions of contract.

<table>
<thead>
<tr>
<th>General conditions of contract reference</th>
<th>Special conditions of contract</th>
</tr>
</thead>
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<td>3.5</td>
<td>Specify performance security if applicable: <strong>10 % of contract sum</strong></td>
</tr>
<tr>
<td>3.7</td>
<td>Specify method Payments. <strong>Payment shall be made within 30 days of submission of invoice.</strong></td>
</tr>
<tr>
<td>3.8</td>
<td>Specify price adjustments allowed. <strong>None</strong></td>
</tr>
<tr>
<td>3.14</td>
<td>Specify resolution of disputes. <strong>Disputes to be settled as per the Arbitration Laws of Kenya</strong></td>
</tr>
<tr>
<td>3.16</td>
<td>Specify applicable law. <strong>Laws of Kenya</strong></td>
</tr>
</tbody>
</table>
SECTION V - SCHEDULE OF REQUIREMENTS

GENERAL

Delivery Programme

1.1 Commencement of delivery shall be immediately but not later than 30 days from the date of receipt of the sealed contract documents.

1.2 This is an annual contract and all deliveries shall be on need basis.

Contracted unit prices may be in place for two years on condition the awarded bidder’s performance is acceptable and also the awarded bidder is willing to hold the price for duration of two years from the date of contract execution.

1.3 Deliveries shall be to the factory and on call off basis upon issuance of an LPO’s by the procurement manager.

2. Compliance to requirements

2.1 The supplier SHALL ensure all PPE’s complied with the specifications and have the markings plus the Company logo.

2.2 Goods shall be supplied and delivered as per the samples submitted to the procurement Manager three days before the bid submission date.
SPECIFICATIONS FOR THE PPE’s

1. INTRODUCTION

The specifications provide the minimum quality requirements for the PPEs and safety wear acceptable for use in the company and it is the responsibility of the supplier to ensure they meet them in terms of design, materials quality, good workmanship, and good practice in the manufacture of the products required.

2.0. SCOPE

This specification is for PPEs and other safety wear required for use in mining operations and industrial works for production of cement and other cement products by company employees.

3.0. CATEGORIES

The PPEs and safety wear required by EAPC PLC workers include the following categories that have been packaged in three lots:

3.1. HEAD PROTECTION

3.2. FOOT PROTECTION

3.3. RESPIRATORY PROTECTIVE DEVICES

3.4. HAND PROTECTION

3.5. HEARING PROTECTION

3.6. WORKING AT HEIGHTS SAFETY DEVICES

3.7. BODY PROTECTION CLOTHINGS

4.0. REFERENCES
The following standards contain provisions which, through reference in this text constitute provisions of this specification. Unless otherwise stated the latest editions (including amendments) apply.

4.1. KS 08-541: Kenya standard Specification for woven fabrics and uniforms

Part 1 – Cotton, manmade fibres and Blends

Part 2 – fabrics made wholly or partly from wool

4.2. BS EN 388: British standard Specification for Protective Gloves against Mechanical Risks

4.3. KS08-1149: Kenya Standards Specifications for Optical Performance of High Visibility garments and Accessories for use on the highway.

4.4. KS 08-439: Kenya Standard method for Determination of Resistance of fabrics’ to Penetrations by water (Hydrostatic head test)

4.5. KS 08-269: Kenya standard method of determination of Crease recovery of fabrics

4.6. BS EN 345: British Standards Specification for Safety Footwear for Professional use

4.7. BS EN 397: British Standards Specification for Industrial Safety helmets

4.8. BS EN 344: British Standards Specification for safety, protective and occupational footwear for Professional use.

4.9. BS EN 140: British Standards Specification for Respiratory Protective devices. Half Masks and quarter masks. Requirements, testing and Marking

4.10. BS EN 352: British Standards Specification for hearing Protectors. Safety Requirements and testing.

4.11. BS EN 381C: British Standards Specification for Specific Purposes

4.12. BS EN 5426: British Standards Specification for Work wear and career Wear


5.0. TERMS AND DEFINITIONS
The definitions of terms given in the reference standard for each item shall apply EAPC PLC Logo – Where possible, all the PPEs SHOULD bear the EAPC PLC Logo and writings ‘Blue Triangle’ as per the sample available with Safety office. ‘Holding Life Together’ shall be branded on items where required.

5.1. Operating Conditions
The PPEs shall be suitable for use in mining and industrial process works

6.0. HEAD AND FACE PROTECTION

6.1. Industrial Safety Helmet

6.1.1. Shall be designed and manufactured to BS EN 397 and Shall be suitable for mining and manufacturing industry to provide protection to the wearer against falling and flying objects which would otherwise cause skull fracture and brain injury

6.1.2. Shall be made and consists of the following:

6.1.2.1. Rigid shell made of recommended polyethylene and fully adjustable internal harness and nape strap for extra comfort

6.1.2.2. Four (4) point cradle (suspension system) with a comfortable sweatband

6.1.2.3. Wheel ratchet system for easy and comfortable fitment

6.1.2.4. Fall under Class A and B helmets meant to protect head against top impact and object penetrations. Water resistant, slow to burn and resist electricity up to 20,000 Volts

6.1.2.5 Its structure should be ergonomically designed and must have provisions for air circulation (Ventilation holes for fresh air circulation)

6.1.2.6. Light weight and comfortable to wear

6.1.2.6 Resistant to penetration and able to absorb shock

6.1.2.7. Shall be yellow in color

6.1.2.8. Sample required along with offer to assess the technical suitability.

6.2. Mutton/Head Cloth

6.2.1. The required mutton cloth should conform to KEBS/EN or ANSI standards.

In addition, it should meet the following specifications:
6.2.2. 100% cotton (heavy cotton)

6.2.3. Light weight with adjustable neck straps

6.2.4. Protection against dust for full head, face and neck.

6.2.5 Should conform to KEBS/EN or ANSI Standards

7.0. BODY PROTECTIVE CLOTHING

7.1. (a) Overalls (Ordinary) – Blue and White/Grey

7.1.1. The overall shall be designed to be worn over everyday clothes to protect the wearer from direct contact with dust, oils, material splashes and rough surfaces. It shall protect the body, arms and legs of the wearer/worker.

7.1.2. Shall be made with the specifications as below

7.1.2.1. 100% cotton

7.1.2.2. Non electrical conductive

7.1.2.3. Long sleeved with an opening at wrist for both hands

7.1.2.4. Long Trouser type with leg opening for both legs

7.1.2.5. Blue Triangle Logo embroidered/branded on the left chest above the pockets

7.1.2.6. Waist band strap

7.1.2.7. Yellow reflective straps (width – 5cm) – waist round (1) and over the shoulders i.e. for blue – silver strap and for grey – yellow strap.

7.1.2.8. Hooded

7.1.2.9. Pockets (4) – Two (2) internally sewn hip pockets, and two (2) chest front

7.1.2.10. Comfortable to wear

7.1.3. Sizes – Small, Medium, Large, and Extra-large (XX, XXX)

7.1.4. Colour – Blue and White

7.1.5. Sample required along with offer to assess the technical suitability

7.1. (b) Overalls (Two – Piece) – Blue and White/Grey

7.1.1. The overall shall be designed to be worn over everyday clothes to protect the wearer from direct contact with dust, oils, material splashes and rough surfaces. It shall protect the body, arms and legs of the wearer/worker.

7.1.2. Shall be made with the specifications as below
7.1.2.1. 100% cotton.
7.1.2.2. Non electrical conductive
7.1.2.3. Long sleeved with an opening at wrist for both hands
7.1.2.4. Long Trouser type with leg opening for both legs
7.1.2.5. Blue Triangle Logo embroidered/branded on the left chest above the pockets
7.1.2.6. Waist band strap
7.1.2.7. Reflective straps – round the knees, and over the shoulders
7.1.2.8. Pockets (4) – Two (2) internally sewn hip pockets, and two (2) chest front
7.1.2.10. Comfortable to wear
7.1.3. Sizes – They vary hence shall be captured on site, but ranges between (medium, large, XL, XXL & XXXL)
7.1.4. Colour – Blue and White/Grey
7.1.5. Sample required along with offer to assess the technical suitability.

Table 1: Physical Characteristics of Fabric for Dust Coat as Per KS 08 541:1

<table>
<thead>
<tr>
<th>Fabric Reference</th>
<th>Fibre composition</th>
<th>Weave</th>
<th>Threads/cm</th>
<th>Mass g/m³</th>
<th>Breaking Load</th>
<th>Tear Strength</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Warp</td>
<td>Weft</td>
<td>Warp</td>
<td>Weft</td>
</tr>
<tr>
<td>PC 6</td>
<td>Not less than 65% cotton and not more than 35% polyester</td>
<td>Plain</td>
<td>31</td>
<td>22</td>
<td>1210</td>
<td>810</td>
</tr>
<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
<td>89</td>
<td>98</td>
</tr>
</tbody>
</table>

7.3. Dust Coats (Ordinary) – Blue and White/

7.3.1. The dust coat shall be designed to be worn over every day clothes to protect the wearer from direct contact with dusty/dirty and harmful surfaces/materials. It shall be suitable for use in the material stock yards, warehouse/store, laboratory/testing area, control room electronics, Work shop, printing room and drawing office and when within moving machines area

7.3.2. Shall be made in conformity with the following:
7.3.2.1. Material made 65% cellulose (cotton) and 35% polyester material that comply with KS 08 541 – part 1 with physical characteristics given (see table below).

7.3.2.2. Acid proof for automobile garage workers

7.3.2.3. Blue Triangle Logo branded and writings on the left chest above the pocket

7.3.2.4. Long sleeved with collar and five front buttons

7.3.2.5. Three (3) pockets – hip pockets (2) and left chest (1)

7.3.2.6. The back shall have a central seam 9sewn in double lines) and overlapping cut at the bottom.

7.3.2.7. Colours – White for managers and Blue for general staff

7.3.2.8. Sizes – Small, medium, large and extra large

7.3.2.9. Sample required along with offer to assess the technical suitability

7.4. Reflector Jackets

7.4.1. The visibility jackets shall be designed for use by vehicle safety marshal, drivers, first aiders, fire marshal and safety committee teams.

7.4.2. It shall be nylon lined jacket that provides the wearer with adequate level of visibility using silver reflective tape around the body and one over each shoulder.

7.4.3. The jacket shall be marked as follows;

7.4.3.1. EAPC PLC logo (reflective) shall be embroidered/branded on the left chest area and shall be at least 40mm by 60mm in size

7.4.3.2. Fire marshal, first aider…etc to appear centered at the back in between two reflective.

7.4.3.3. Sample required along with offer to assess the technical suitability

8.0. FOOT PROTECTION

8.1. General Specifications

All the foot protection wear shall be designed and manufactured in accordance with BS EN 345 or KEBS foot wear quality standards
8.2. Industrial Safety Boots

8.2.1. It shall cover up the ankle (ankle-boot design)

8.2.2. Upper sole shall be made of genuine bovine leather tanned to good quality for durability and industrial use. It shall resist water penetration.

8.2.3. Fitted with toecaps to give protection against impact of not less than 200 joules

8.2.4. In-build with steel mid sole blade to protect the wearer against penetration or piercing sharp objects from under sole

8.2.5. Under sole made of genuine rubber resistant to acids, alkalis, oils and solvents.

8.2.6. The tongue shall be made of soft leather with water-resistant treatment. The inner lining shall be resistant to water and rot and the inner linings shall not be padded.

8.2.7. The sole shall be slip resistant with patterned for grip for maximum surface contact.

8.2.8. Shall be of appropriate light weight and comfortable to wear.

8.2.9. Shall be of appropriate light weight and comfortable to wear.

8.2.10. Exhibit appreciable shape characteristics (unisex)

8.2.11. Sample required along with offer to assess the technical suitability

Note: All the EAPC PLC men’s safety boots should be laced-type and black in colour.

8.3. Men’s Safety Shoes

The men’s safety shoes, commonly referred to as the executive shoes, shall be designed and manufactured to meet the following specifications suitable for the industrial working environment:

8.3.1. Upper sole made of genuine bovine leather tanned to good quality

8.3.2. Fitted with toecaps to give protection against impact of not let than 200 joules

8.3.3. In-build with steel mid sole blade to protect the wearer against penetration or piercing sharp objects from under sole

8.3.4. Exhibit antistatic properties

8.3.5. Sole made of genuine rubber resistant to acids, alkalis, oils and solvents and water
8.3.6. Patterned grip sole for maximum surface contact to prevent slipping
8.3.7. Firm sponge inner linings for comfort and to cushion the user against friction related injuries
8.3.8. Appropriate light weight
8.3.9. Appreciable shape (men’s wear shape)
8.3.10. Sample required along with offer to assess the technical suitability

Note: All the EAPC PLC men’s safety shoes should be laced-type and black in colour.

9.0. RESPIRATORY PROTECTION

9.1. Disposable Dust Mask (Dust Filter Mask)

   Purpose: To provide lightweight and comfortable respiratory use and protection against dusts and mists.

9.1.1. Steel nose clip to secure firmly over the nose
9.1.2. Twin k strap (made of kraton material) to make the mask secure properly on the face and protect against pressure and fit over range of face sizes
9.1.3. Cupped shaped
9.1.4. Headband to secure the mask on the face, maintain form and enhance durability
9.1.5. Filter made of Polypropylene material
9.1.6. Lightweight (~10 g)
9.1.7. Packaging: 20 or 50 pieces per packet
9.1.8. Conform to 8210/ BS EN405-NIOSH - N95 approved standard
9.1.9. Must have an electrostatic charge
9.1.10. Must be Triple-layered filtration system
9.1.11. Ability to filter up to 10,000ppm
9.1.12. Sample required along with offer to assess the technical suitability

9.2. Welding Gas Filter Mask

9.2.1. Specifications and Features

9.2.1.1. Suitable for respiratory system protection
9.2.1.2. Single cartridge
9.2.1.3. Soft durable pliable rubber face piece

9.2.1.4. Durable elastic adjustable headbands

9.2.1.5. Deep chin cup

9.2.1.6. Comfortable seal

9.2.1.7. Easy mouth breathing system

9.2.1.8. Conform to BS EN405 - NIOSH standard requirements

9.2.1.9. Marked colour code Blue-White together with filter class

9.2.1.10. Ability to filter up to 10,000ppm

9.3 Coal Dust Mask (with active carbon)

9.3.1 Multi layer (4 layer design) – durable coating for superior protection and ability to block 95% air borne particles

9.3.2 Should conform to KEBS/EN or ANSI standards

9.3.3 Safety N95 Respirator

9.3.4 Exhalation/breathing valve to reduce heat, moisture and fog buildup

9.3.5 Contour fit design (adjustable nose band) for maximum comfort and make it adaptable to any face shape

9.3.6 Padding under the nose to make it comfortable

9.3.7 High quality fastening straps

9.3.7.8. Sample required along with offer to assess the technical suitability

10.0 HEARING PROTECTION

10.1. Ear Muffs Specifications

They should conform to KEBS/EN or ANSI standards and meet the following specifications:

10.1.1. Lightweight

10.1.2. Foam-filled cushion

10.1.3. Adjustable reinforced headband

10.1.4. Comfortable fitting

10.1.5. Can be worn in three positions

10.1.6. Can be attached to a suitable helmet/hard hat (Optional)
10.17. Sample required along with offer to assess the technical suitability

10.2. Ear Plugs Specifications

The required ear plugs should conform to KEBS/EN or ANSI standards for ear plugs. In addition, it should meet the following specifications:

10.2.1. Suitable flange design made of soft pliable material
10.2.2. Movable insertion ring
10.2.3. Neck string
10.2.4. Plastic case for convenient carrying
10.2.5. Sample required along with offer to assess the technical suitability

11.0. EYE PROTECTION

11.1. Eye Goggles - Ordinary (V – Marx)

11.1.1. Provides ideal protection against dust and mist
11.1.2. Protect eyes against impacts by objects
11.1.3. Provides ideal protection against chemical splash and impacts
11.1.4. Flexible vinyl frame
11.1.5. Tough polycarbonate lens
11.1.6. Indirect ventilation
11.1.7. Soft to wear
11.1.8. Lightweight
11.1.9. Fits over personal spectacles
11.1.10. Sample required along with offer to assess the technical suitability

11.2. Gas Welding Goggles Specifications

11.2.1. The required gas welding goggles should conform to KEBS/EN or ANSI standards. In addition, it should meet the following specifications:

11.2.1.1. Indirect ventilation
11.2.1.2. Soft to wear
11.2.1.3. Flexible vinyl frame
11.2.1.4. Lightweight
11.2.1.5. Tough polycarbonate lens
11.2.1.6. Fits over personal spectacles
11.2.1.7. Ideal protection against dust, welding gas
11.2.1.8. Sample required along with offer to assess the technical suitability

11.3. Welding Shield: Hand-Type

11.3.1. The required welding shields should conform to KEBS/EN or ANSI Standards. In addition, it should meet the following specifications:

11.3.1.1. Provide full eye and face protection during welding
11.3.1.2. Curved shell made of tough and moisture proof polypropylene
11.3.1.3. With fixed front 2’ x 4-1/4’ lens
11.3.1.4. Handle outside

11.3.1.5. Sample required along with offer to assess the technical suitability

11.4 Side Shields for Optical Glasses

11.4.1 ANSI Z87.1 – 2015 certified for impact protection
11.4.2 B26 + Wing mate safety glasses
11.4.3 Fits small to medium eye glasses
11.4.4 Sample required along with offer to assess the technical suitability

11.5 Wielding Shield (Head – Face) Cover Type

11.5.1 ANSI Z87.1 certified

11.5.2 Should be light in weight about 450g
11.5.3 Fitted with ratchet adjustable head gear to fit various head sizes
11.5.4 Ability to provide extra coverage from welds spatter (droplets of molten metal/non-metal splashing from welding) and radiation plus aerodynamically contoured to offer superior wielding fume deflection

11.5.5 Sample required along with offer to assess the technical suitability
12.0.  HAND PROTECTION

12.1. Nitrile Hand Gloves

12.1.1. The required nitrile gloves should conform to KEBS/EN or ANSI standards.

In addition, it should meet the following specifications:

12.1.2. Light weight
12.1.3. Flexibility and dexterity
12.1.4. Smooth finish
12.1.5. Durable
12.1.6. Excellent resistant to chemicals, oils, grease, water, abrasions, cuts, and punchers
12.1.7. Perfect for general work
12.1.8. Sizes: 10, 11, 12 length 14”, 18”, 24”
12.1.8. Sample required along with offer to assess the technical suitability

12.2. Leather Hand Gloves

12.2.1. The required leather gloves should conform to KEBS/EN or ANSI Standards. In addition, it should meet the following specifications

12.2.2. Made of leather palm patch
12.2.3. Wing thumb
12.2.4. Fingertips
12.2.5. Knuckle strap with safety cuff and shirred elastic band on back
12.2.6. Durable and abrasion resistant
12.2.7. Provide protection from cuts, scrapes, abrasion and punctures
12.2.8. Grain leather repels liquids and keeps hands dry
12.2.9. Easy on-off and comfortable to wear.
12.2.10. Sizes: 10, 11, 12 length 14”, 18”, 24”
12.2.11. Sample required along with offer to assess the technical suitability
12.3. Natural Rubber Gloves
12.3.1. The required rubber gloves should conform to KEBS/EN or ANSI Standards. In addition, it should meet the following specifications
12.3.2. Natural rubber fully dipped, smooth finish, rolled cuff
12.3.3. Extra heavy duty
12.3.4. Palm with diamond grip
12.3.5. Abrasion resistant - anti acid, alkaline, acetone.
12.3.6. Sizes: 10, 11, 12 length 14”, 18”, 24”
12.3.7. Colour black
12.3.8. Sample required along with offer to assess the technical suitability

12.4. Tuff Rigger Hand Gloves
12.4.1. Light weight
12.4.2. Size: 12, 14 inches
12.4.3. Inner leather linings and out cotton clothing for warmth and comfort
12.4.4. Fit up to wrist
12.4.5. Flexible and comfortable to use
12.4.6. Sample required along with offer to assess the technical suitability

12.5. PVC/Dotted Cotton Gloves
12.5.1. The required dotted cotton gloves should conform to KEBS/EN or ANSI Standards. In addition, it should meet the following specifications
12.5.2. With rubber dotted on one side / both sides for good grip
12.5.3. Reusable and washable
12.5.4. Knit construction stretches for excellent fit
12.5.5. Sample required along with offer to assess the technical suitability

12.6 Heat Resistant Hand Gloves
12.6.1 Made of Kevlar, Carbon fibre or combination of these fibres
12.6.2 Should be flame resistant/anti heat
12.6.3 Should be cut resistant
12.6.4 Can withstand 200°F - 850° before charring
12.6.5 Must have Aluminized liner to deflect high temperatures away from the hands for heat insulation
12.6.6 EN 407 Standards
12.6.7 ANSI Heat level 5 certified
12.6.8 ANSI Cut level A2 certified
12.6.9 An outer layer of temper bloc (silicon – coated Kevlar) allows for direct contact with hot surfaces without burning or melting
12.6.10. Sample required along with offer to assess the technical suitability

13.0. WORKING AT HEIGHTS SAFETY PROTECTION DEVICES

13.1. Safety Harness/Belt

13.1.1. 7 Way of adjusting
13.1.2. 2 For the shoulder
13.1.3. 2 For the thighs
13.1.4. 2 For the buttocks
13.1.5. 1 For the waist
13.1.6. 3 D-rings (1 Dorsal + 2 for working position)
13.1.7. COMFORT: Comes with extra padding and cushioning for a comfortable all day use.
13.1.8. DESIGN: Designed with the unique X-Back which lets the harness straps tangle free.
13.1.9. LOOKS: Catchy colors of Green and Black along with the fluorescent yellow net which enhance the looks of the harness
13.1.10. Size - free size
13.1.11. Weight 1.57Kg
13.1.12. Sample required along with offer to assess the technical suitability
EVALUATION CRITERIA

A: TECHNICAL

1.1. Verification of the following technical information

1.1.1. For foreign goods, applicable relevant ISO certification; and BS or EN quality standards

1.1.2. For local goods – KEBS standardization Mark certificates or its equivalent for goods from other East African countries.

1.1.3. Type test certificates and their Reports or test Certificates and their reports from the designated bodies for full compliance with specifications and the relevant Kenyan Standards,

1.1.4. Manufacturer’s Authorization

1.1.5. The following documents shall be submitted with the tender-

1.1.5.1. Manufacturer’s Warranty

1.1.5.2. Catalogues and or brochures

1.1.5.3. Any other technical details required of the Tender.

1.2. Detailed Technical Evaluation

The technical evaluation for the PPEs is based on the provided quality specifications for specific PPE/safety gear item (see above). However, some confirmatory quality specifications based on the standards can be used to verify and guide on the proper quality of the required PPEs. These include the following:

1.2.1. Physical evaluation of the submitted samples (where required) in relations to the stated technical and quality specifications (MAJOR ACTIVITY)

1.2.2. Identifying and determining any deviation(s) from the requirements errors and oversights.

1.2.3. Business History – Confirmation of completion of previous similar contract(s) in accordance with its/their item and conditions where applicable.

1.2.4. Tenders will proceed to Financial Evaluation stage only if they pass the parts I and II i.e. preliminary and technical evaluation Stages.
<table>
<thead>
<tr>
<th>S/No</th>
<th>CRITERIA</th>
<th>SCORE - Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Conformity to specification and standards required by EAPC Plc. (bidders are expected to confirm whether there items matches our requirement for each equipment/safety gear, provide catalogues, brochures, warranty, provide samples that matches our requirements as shown above)</td>
<td>35</td>
</tr>
<tr>
<td>2</td>
<td>Experience in similar assignment for the last three years. (Bidders are expected to provide copies of award letters, contracts and the clients names, email address, telephone numbers and contact person 4 marks for each up to a maximum of 5 clients)</td>
<td>20</td>
</tr>
<tr>
<td>5</td>
<td>Proof of financial capability to sustain the service to the satisfaction of the employer’s requirement. (provide certified 6 months recent bank statement or audited financial reports for the last two years)</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td>70</td>
</tr>
</tbody>
</table>

**B: FINANCIAL**

**Financial/Commercial Evaluation:**

The mandatory requirements under this section will include the following:

1.3. Conducting a financial comparison, including conversion of tender currencies into one common currency,

1.4. Correction of arithmetical errors,

1.5. Taking into account the cost of any deviation from the tender requirements

1.6. Ascertaining the financial capability through the Last Financial Year’s audited financial statements which statements that are dully certified by a reputable financial and/or legal institution

1.7. Turnover in the Last Financial Year of at least four (4) times the total tender value

1.8. Consider the following information as provided in the submitted confidential
Business questionnaire:

1.8.1. The Supplier’s offered Delivery schedule against EAPC PLC requirements

1.8.2. The Supplier’s offered terms of Payment against EAPC PLC terms

**Commercial Evaluation**

<table>
<thead>
<tr>
<th>S/No</th>
<th>CRITERIA</th>
<th>SCORE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Price</td>
<td>15</td>
</tr>
<tr>
<td>2</td>
<td>Payment terms indicated</td>
<td>5</td>
</tr>
<tr>
<td>3</td>
<td>Delivery period/schedule from award</td>
<td>5</td>
</tr>
<tr>
<td>4</td>
<td>Validity of Price – state to hold for the contract period</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL</strong></td>
<td><strong>30</strong></td>
</tr>
</tbody>
</table>

**NOTE**

Evaluation and Comparison of Bids

a) The East African Portland Cement Company Ltd shall evaluate and compare Bids which have been determined to be substantially responsive. The minimum technical score required to pass is **70%**.

b) The lowest priced bidder for each lot who scores 70% and above shall be considered for award. The evaluation committee may carry out due diligence on the bidder attributes before making the final recommendation for award, the committee may inspect the premise and interview the management to confirm all this information given.

d) Should none of the bidders score 70% and above, then the evaluation Committee shall recommend re-tendering of this bid.
<table>
<thead>
<tr>
<th>Lot No</th>
<th>Item Description</th>
<th>Units</th>
<th>Quantity - Estimate for 2 years period</th>
<th>Country of origin</th>
<th>Unit Price - Kes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>FOOT PROTECTION</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Industrial Safety Boots for men</td>
<td>Pair</td>
<td>366</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Men’s Safety Shoes</td>
<td>Pair</td>
<td>188</td>
<td></td>
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<tr>
<td></td>
<td><strong>BODY PROTECTIVE CLOTHINGS</strong></td>
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<tr>
<td></td>
<td>Blue Overalls (Two – Piece) type</td>
<td>Set</td>
<td>586</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>White/Grey Overalls (Two – Piece type)</td>
<td>Set</td>
<td>63</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Blue Overalls (Ordinary) type</td>
<td>Piece</td>
<td>586</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>White Overalls (Ordinary) type</td>
<td>Piece</td>
<td>63</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Dust Coats (Ordinary Blue)</td>
<td>Piece</td>
<td>336</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Dust Coats (Ordinary White)</td>
<td>Piece</td>
<td>193</td>
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<tr>
<td></td>
<td>Reflector Jackets</td>
<td>Piece</td>
<td>150</td>
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</tr>
<tr>
<td></td>
<td>Head Cloth</td>
<td>Piece</td>
<td>200</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Mutton Cloth</td>
<td>Piece</td>
<td>200</td>
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<td></td>
<td><strong>SUB TOTAL LOT 1 - Price in Kes Incl of taxes</strong></td>
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<tr>
<td></td>
<td><strong>RESPIRATORY PROTECTION</strong></td>
<td></td>
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<tr>
<td></td>
<td>Disposable Dust Mask (High Density, no valve)</td>
<td>Piece</td>
<td>80,000</td>
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</tr>
<tr>
<td></td>
<td>Coal Dust Masks (with active carbon, no valve)</td>
<td>Piece</td>
<td>500</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Welding Gas Filter Masks (with valve)</td>
<td>Piece</td>
<td>100</td>
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<tr>
<td></td>
<td><strong>EYE, FACE &amp; HEAD PROTECTION</strong></td>
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<tr>
<td></td>
<td>Industrial Safety Helmet</td>
<td>Piece</td>
<td>500</td>
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<tr>
<td></td>
<td>Clear Eye Goggles (ordinary)</td>
<td>Pair</td>
<td>500</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Side Shields for Optical Glasses</td>
<td>pair</td>
<td>50</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Gas Welding Goggles</td>
<td>Pair</td>
<td>25</td>
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<tr>
<td>Item Description</td>
<td>Units</td>
<td>Quantity - Estimate for 2 years period</td>
<td>Country of origin</td>
<td>Unit Price - Kes</td>
<td></td>
</tr>
<tr>
<td>--------------------------------------</td>
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<tr>
<td><strong>HAND PROTECTION</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Leather Hand Gloves (ordinary)</td>
<td>Pair</td>
<td>1000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Leather Hand Gloves (tuff rigger type)</td>
<td>Pair</td>
<td>1000</td>
<td></td>
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<tr>
<td>Nitrile-Dipped Hand Gloves</td>
<td>Pair</td>
<td>250</td>
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<tr>
<td>Natural Rubber Hand Gloves</td>
<td>Pair</td>
<td>1000</td>
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<tr>
<td>Heat Resistant Rubber Gloves</td>
<td>Pair</td>
<td>300</td>
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<tr>
<td><strong>HIGH TEMPERATURE PROTECTION</strong></td>
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<tr>
<td>Heat Resistant Hand Gloves</td>
<td>pairs</td>
<td>50</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td><strong>WORKING AT HEIGHTS PROTECTION</strong></td>
<td></td>
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</tr>
<tr>
<td>Safety Harness (Double strap)</td>
<td>Pair</td>
<td>10</td>
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<tr>
<td><strong>HEARING PROTECTION</strong></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Ear Muffs</td>
<td>Pair</td>
<td>100</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Ear Plugs</td>
<td>Pair</td>
<td>500</td>
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</tr>
</tbody>
</table>

**SUB TOTAL FOR LOT 3 - Price in Kes Incl of taxes**

**Note:** The quantities indicated are estimates only based on historical and forecasted requirements for two years period. These quantities may be altered and are to be used for estimating purposes only.

- Prices shall be firm for the entire contract period
- Orders shall be made as and when required.
Award shall be **per lot** to the technically compliant and **lowest evaluated bidder** and bidders must be willing to provide all the items per lot to be considered for award.

- Price variations shall only be allowed after one year into the contract and accordance with the Public Procurement and Disposal Act, 2015.
SCHEDULE OF PARTICULARS

These Particulars are to be entered in the appropriate place on the following pages. Failure to complete all of these schedules fully or the giving of false information may invalidate the Bid and cause for forfeiture of the Bid Bond.

SCHEDULE 1 – FINANCIAL STATUS

a) Name and Address of bankers (State Branch) Postal Address and Account No................................................................. b) Name of Account Held at that Branch..............................

c) Bidder to sign here authority by the Bank Manager to release details of the Account to Managing Director, The East African Portland Cement Plc P.O. Box 200204 Athi River or his authorized representation upon production of this signed authority.

d) Annual turnover of the last Audited Account......................

e) Financial year for which the most recent audited account may be inspected at registrar of Companies............................................

f) Maximum value of all Contracts worked concurrently within the last two years.................................................................

...........................................................

...........................................................
BIDDER’S INFORMATION AND DECLARATION

Name of Bidder............................................................................................................. Physical

Address..............................................................................................................................

Building.............................................................................................................................

Town................................................................................................................................. Name of Authorized

Representative of Bidder.................................................................................................

Signature...........................................................................................................................

Date...................................................................................................................................

Official Stamp/Company Seal

This information must be completed on the bidder’s letter head and sign
SCHEDULE 4 – PARTICULARS OF PREVIOUS EXPERIENCE

Bidders must insert in the space below and submit with the Bid the following statements, showing a list of works they have successfully carried out within the last three years

<table>
<thead>
<tr>
<th>NAME OF CLIENT</th>
<th>NATURE OF WORK</th>
<th>VALUE OF WORK</th>
<th>YEAR COMPLETED</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

I hereby certify that the above works have been successfully carried out by me/us and that I am fully experienced and competent in the type of work included in this bid and have adequate financial resources to carry out the work in this contract within the period for completion.

Sign…………………………………………

Date………………………………………

- 46 -
Notes on the standard Forms

1. **Form of Tender** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.

2. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.

3. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.

4. **Tender Security Form** - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter.

5. **Performance security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the East African Portland Cement.
4.1 **FORM OF TENDER**

Date __________________________
Tender No. EAPC/189/2019

To:

Sir/Madam:

Having examined the Tender documents including Addenda Nos.[insert addenda numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Supply and delivery of personal protective equipment and other safety wears (bidders to specify the lot quoted)** in conformity with the said Tender documents for the sum **as per the Price Schedule** or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

We undertake, if our Tender is accepted, to deliver the Services in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by this Tender for the Tender validity period specified in Clause 2.13 of the Appendix to Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Tenderers, in more than one Tender in this Tendering process.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Kenya under Kenyan laws.

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

We certify/confirm that we comply with the eligibility requirements as per ITT Clause 3 of the Tender documents

Dated this ______________ day of ______________ 20___.

(Name)

[signature] [in the capacity of]

Duly authorized to sign Tender for and on behalf of ________________________________
4.2 CONTRACT FORM

THIS AGREEMENT made the __ day of __ 20__ between.............[name of procurement entity] of .................[country of Procurement entity][hereinafter called “the Procuring entity”) of the one part and .....................[name of tenderer] of ..........[city and country of tenderer][hereinafter called “the tenderer”) of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares. Viz..............................[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of ..................[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

   (a) the Tender Form and the Price Schedule submitted by the tenderer;
   (b) the Schedule of Requirements;
   (c) the Technical Specifications;
   (d) the General Conditions of Contract;
   (e) the Special Conditions of Contract; and
   (f) the Procuring entity’s Notification of Award.

3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by __________ the ______ (for the Procuring entity)

Signed, sealed, delivered by __________ the ______ (for the tenderer)

in the presence of ________________.
4.3 CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.

You are advised that it is a serious offence to give false information on this form.

<table>
<thead>
<tr>
<th>Part 1 General</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Name..........................................................................................................................</td>
</tr>
<tr>
<td>Location of Business</td>
</tr>
<tr>
<td>Premises. ........................................................................................................................................</td>
</tr>
<tr>
<td>Plot No,.............................................................................................. Street/Road</td>
</tr>
<tr>
<td>.................................................................................... Postal address ............................. Tel No.</td>
</tr>
<tr>
<td>................................................................................. Fax ................................. Email</td>
</tr>
<tr>
<td>.......................................................................................... Nature of Business</td>
</tr>
<tr>
<td>................................................................................................................................. Registration</td>
</tr>
<tr>
<td>Certificate No.................................................................................................................................. Maximum value of business which you can handle at any one time – Kshs......................................... Name of your bankers........................................................................................................................................</td>
</tr>
<tr>
<td>Branch............................................................................................................................................</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part 2 (a) – Sole Proprietor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Your name in full..................Age..................................................</td>
</tr>
<tr>
<td>Nationality........................Country of Origin.................................</td>
</tr>
<tr>
<td>Citizenship details</td>
</tr>
<tr>
<td>.................................................................................................................</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part 2 (b) – Partnership</th>
</tr>
</thead>
<tbody>
<tr>
<td>Given details of partners as follows</td>
</tr>
<tr>
<td>Name</td>
</tr>
<tr>
<td>1. ..........................................................................................................................................</td>
</tr>
<tr>
<td>2. ..........................................................................................................................................</td>
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<td>3. ..........................................................................................................................................</td>
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<tr>
<td>4. ..........................................................................................................................................</td>
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</tbody>
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<table>
<thead>
<tr>
<th>Part 2 (c) – Registered Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>Private or Public</td>
</tr>
<tr>
<td>State the nominal and issued capital of company</td>
</tr>
<tr>
<td>Nominal Kshs.</td>
</tr>
<tr>
<td>Issued Kshs.</td>
</tr>
<tr>
<td>Given details of all directors as follows</td>
</tr>
<tr>
<td>Name</td>
</tr>
<tr>
<td>1. ..........................................................................................................................................</td>
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<tr>
<td>2. ..........................................................................................................................................</td>
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<tr>
<td>3. ..........................................................................................................................................</td>
</tr>
<tr>
<td>4. ..........................................................................................................................................</td>
</tr>
</tbody>
</table>

| Date................................Signature of Candidate............................... |
4.4 FORMAT OF TENDER SECURITY INSTRUMENT

Whereas ............ [Name of the tenderer] (hereinafter called “the tenderer”) has submitted its tender dated .......... [Date of submission of tender] for the ............... [Name and/or description of the tender] (hereinafter called “the Tender”)

KNOW ALL PEOPLE by these presents that WE ..................... of ............ [Name of Insurance Company] having our registered office at ............... (hereinafter called “the Guarantor”), are bound unto ................. [Name of Procuring Entity] (hereinafter called “the Procuring Entity”) in the sum of ................. (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Guarantor this ___day of _____20__.

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers, Or

2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:

   (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or

   (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

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

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

_________________________________                   ______________________________________
[Date]                                                [Signature of the Guarantor]

_________________________________                   ______________________________________
[Witness]                                               [Seal]
Performance Bank/Insurance Company Guarantee [Unconditional]

To ………………………………………

[name of Procuring entity]

WHEREAS …………………………… [name of tenderer] (hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. [reference number of the contract] dated 20 to supply ………………………………………………… [description of goods] (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a Bank/Insurance Company guarantee by a reputable Bank/Insurance Company for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of …………………… [amount of the guarantee in words and figure] and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of …………………… [amount of guarantee] as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the day of 20

Signed and seal of the Guarantors

[name of Bank/Insurance Company]

[address]

[date]