



TENDER DOCUMENT

FOR

PROVISION OF SERVICING OF FIRE AND REFILLING OF FIRE EQUIPMENT, FIRE ALARM DETECTION AND SUPPRESSION SYSTEM.

TENDER NO. EAPCPLC /OT/300/2023

CLOSING DATE: MONDAY 27TH MARCH, 2023
CLOSING TIME: 12.00 NOON

P.O. BOX 20-00204
TEL: +254 709-855-000/ 709-835-000
ATHI RIVER; OFF NAMANGA ROAD KENYA
E-mail: info@eapcc.co.ke

Website: www.eapc.co.ke

TABLE OF CONTENTS

	Page
SECTION I	
INVITATION TO TENDER.....	3
SECTION II	
INSTRUCTIONS TO TENDERERS.....	5
APPENDIX TO INSTRUCTIONS TO TENDER	15
SECTION III	
GENERAL CONDITIONS OF CONTRACT.....	17
SECTION IV	
SPECIAL CONDITIONS OF CONTRACT.....	22
SECTION V	
SCHEDULE OF REQUIREMENTS.....	23
SECTION VI	
TECHNICAL SPECIFICATIONS	24
SECTION VII	
STANDARD FORMS.....	30

SECTION I

- INVITATION TO TENDER

SECTION I – INVITATION TO BID

- 1 Supply, delivery, servicing of fire equipment, fire alarm detection, suppression system.**
- 1.1 The East African Portland Cement PLC, one of the leading Cement manufacturing Companies in Kenya, invites sealed bids from eligible candidates for
-
- (1) Provision of Servicing and Refilling of Fire Equipment, Fire Alarm Detection and Suppression System **Supply, delivery, servicing of fire equipment, fire alarm detection, suppression system**
- 1.2 The detailed breakdown of the requirements can be obtained in the schedule of requirements/price schedule stipulated in this bid document. Bids will be evaluated and contract (s) awarded for each item taking into account discounts offered, if any. However, bids not offering all the items will be treated as incomplete and rejected as non- responsive. The detailed breakdown of the requirements can be obtained in the schedule of requirements/price schedule.
- 1.3 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 (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.
- 1.4 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
- 1.5 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/ 0709-835-000** so as to be received **on or before 12.00 noon Monday 27th March, 2023**
- 1.6 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.
- 1.5 All bids shall be accompanied by a bid security from the bank of not less than **KES 200,000/=** or an equivalent amount in USD convertible to KES using the Central Bank of Kenya rate at the time of tender closing date.
- 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 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; **moses.sudi@eapcc.co.ke** and **esther.wachira@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.

For: Managing Director

The East African Portland Cement PLC

Off Namanga Road, P O Box 20-00204 Athi River, Kenya.

Tel. 0709 855000/0709-835-000; E-mail: customercare@eapcc.co.ke

Website: www.eastafricanportland.com

SECTION II

– INSTRUCTIONS TO TENDERERS

TABLE OF CONTENTS.		Page
2.1	Eligible Tenderers	4
2.2	Cost of tendering	4
2.3	Contents of tender documents	4
2.4	Clarification of Tender documents	5
2.5	Amendment of tender documents	5
2.6	Language of tenders	5
2.7	Documents comprising the tender	5
2.8	Form of tender	6
2.9	Tender prices	6
2.10	Tender currencies	6
2.11	Tenderers eligibility and qualifications	6
2.12	Tender security	6
2.13	Validity of tenders	7
2.14	Format and signing of tenders	8
2.15	Sealing and marking of tenders	8
2.16	Deadline for submission of tenders	8
2.17	Modification and withdrawal of tenders	9
2.18	Opening of tenders	9
2.19	Clarification of tenders	9
2.20	Preliminary Examination and Responsiveness.....	10
2.21	Conversion to other currencies	10
2.22	Evaluation and comparison of tenders	10
2.23	Contacting the procuring entity	11
2.24	Award of Contract	11
2.25	Notification of award	12
2.26	Signing of Contract	12
2.27	Performance security	13
2.28	Corrupt or fraudulent practices	13

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.

2.3 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. 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 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 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 in the amount not exceeding 2 per cent of the tender price.
- 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**
OF (1) TENDER FOR PROVISION OF SERVICING AND REFILLING OF FIRE EQUIPMENTS, FIRE ALARM DETECTION AND SUPPRESSION SYSTEM **TENDER NO. EAPCPLC/OT/300/2023) and the words: “DO NOT OPEN BEFORE MONDAY 27TH MARCH, 2023, AT 12.00 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 Not later than **12.00 noon on MONDAY 27TH MARCH, 2023**
- 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, MONDAY 27TH MARCH**, 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 Fourteen (14) 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.

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers: Firms registered in Kenya.
2.2.2	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
2.10	Particulars of other currencies allowed. None
2.11	Particulars of eligibility and qualifications documents of evidence required. Copies of: i) Certificate of Registration / Incorporation ii) Certificate of valid tax compliance as indicated below on the mandatory evaluation criteria below
2.12.2	Particulars of tender security if applicable. Kshs. 200,000 (Two hundred thousand only)
2.12.4	Form of Tender Security: The Tender Security shall be in the form of a Guarantee from a reputable bank or approved Insurance firm.
2.13	Validity of Tenders: Tenders Shall remain valid for 180 days after date of tender opening
2.16.3	Bulky tenders which do not fit in the tender box shall be delivered to the Procurement Office.
2.20.1	Tenderers are required to submit copies of the following <u>MANDATORY DOCUMENTS</u> 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) 6) Must submit a duly filled up Confidential Business Questionnaire in format provided The above requirements are mandatory and any bidder not meeting any of the above shall be treated as non-responsive.

Instructions to tenderers	Particulars of appendix to instructions to tenderers
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2.22	<p>Evaluation and comparison of Tenders: The following evaluation criteria shall be applied Notwithstanding any other requirement in the tender documents.</p> <p><u>Selection Process</u> Below is a description of the evaluation steps that will be adopted.</p> <p><u>STEP 1: Preliminary evaluation</u></p> <p>This will be an elimination stage which will be done as per paragraph 2.20.1 above.</p> <p><u>STEP 2: Technical evaluation</u></p> <p>Only Tenderers who score 70%(49/70) and above will be considered to be technically responsive and therefore proceed to financial evaluation</p> <p><u>STEP 3: Financial Evaluation</u></p> <p>This will include the following: -</p> <ul style="list-style-type: none"> 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 contract sum

SECTION III

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GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS		Page
3.1	Definitions	17
3.2	Application	17
3.3	Standards	17
3.4	Patent Rights	17
3.5	Performance security	18
3.6	Inspections and tests	18
3.7	Payment	18
3.8	Prices	19
3.9	Assignment	19
3.10	Termination for default	19
3.11	Termination for insolvency	19
3.12	Termination for convenience	19
3.13	Resolution of disputes	20
3.14	Governing language	20
3.15	Force majeure	20
3.16	Applicable law	20
3.17	Notices	20

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 fourteen (14) 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.

General conditions of contract reference	Special conditions of contract
3.5	Specify performance security if applicable: 10% of contract sum
3.7	Specify method Payments. Payment shall be made within 45 days of submission of invoice or upon agreement with EAPC PLC..
3.8	Specify price adjustments allowed. None
3.14	Specify resolution of disputes. Disputes to be settled as per the Arbitration Laws of Kenya.
3.16	Specify applicable law. Laws of Kenya

SECTION V - SCHEDULE OF REQUIREMENTS

GENERAL

1. These specification describes the basic requirements of goods. Bidders are requested to submit with their offers the detail specifications, drawings, catalogues, etc. for the products they intend to supply.
2. Bidders must indicate on the specifications sheets whether the material offered comply with each specified requirement.
3. All the specifications and capacities of the material to be supplied shall not be less than those required in these specifications/requirements. Deviations from the basic requirements, if any, shall be explained in details in writing with the offer, with supporting data such as calculation sheets, etc. the procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.

Requirements Specification

Contract Scope

1. Servicing of portable fire extinguishers and fire detectors shall be biannual i.e. after every six months, Repair, refilling and maintenance of fire equipment shall be on need basis.

Workstation	Equipment Category	Quantity
Athi River (Factory, Club, Staff Residents)	Portable Fire extinguishers	180
	Dry Powder Trolley (50kg cylinder)	3
	50 kg CO ₂	24
	Dry Powder Trolley (25kg cylinder)	1
	Fire Blankets	15
	Fire hydrant line (500m) with 4 stand-points	1
	Fire hydrant pump	1
	Delivery hoses boxes	4
	Hose reels	6
Kabini Quarry (Sultan Hamud) 120km from A/River along Mombasa Rd	Portable fire extinguishers	40
	Fire blankets	1
	Dry Powder Trolley (50kg cylinder)	1
Workstation	Equipment Category	Quantity

Contract Scope

1. Servicing and maintenance of fire equipment:
 - a) Portable fire extinguishers, trolleys and horse reels, hydrant point stands, hydrant pump.
 - b) Fire detection and alarm system (call points, smoke & heat detectors, control panels, sirens & alarm cable network)
 - c) Servicing of automated fire suppression system (**2NO - ICT Servers & PABX**)
 - d) Re-install, re-position and replace fire equipment on their points after service/repair

2. Refilling of fire extinguishers, powder trolleys and automated fire suppression system

3. Repair and maintenance of all fire equipment (stated in 3 above)

a) The East African Portland Cement Company Ltd shall evaluate and compare Bids which have been determined to be substantially responsive.

& only technical proposals of firms scoring a technical score of 70 points and above will be considered responsive and will proceed to the financial evaluation.

Overall evaluation

i) The winning bid shall be to the successful tenderer whose tender has been determined to be substantially responsive and provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

Award of contract

- i. Who has submitted the tender document in line with the tender requirements?
- ii. Who has been successfully evaluated in preliminary evaluation and attained the technical evaluation pass mark of 70 % and above
- iii. Who has been determined to be the best priced on rates (least overall quoted rates) subject to prevailing market price and rates.

PRICES SCHEDULE

A. Servicing Costs

Workstation	Equipment Category	Quantity	Unit Price	Add Vat	Total
Athi River (Factory, Club, Staff Residents)	Portable Fire extinguishers	180			
	Powder Trolley (50kg & 25 Kg)	4			
	Fire Blankets	15			
	Fire hydrant line (500m) with 4 stand-points	1			
	Fire hydrant pump	1			
	Delivery hoses boxes	4			
	Hose reels	6			
Kabini Quarry (Sultan Hamud) 120km from A/River along Mombasa Rd	Portable fire extinguishers	40			
	Fire Blankets	1			
	Trolley (50kg dry powder)	1			

B. REFILLING AND SERVICING COST

Workstation	Equipment Category	Unit Price	Add VAT	Total
Refilling of fire	1. 9kg H ₂ O			
	2. 9kg ABC Dry Powder			

equipment costs	3. 9kg Foam			
	4. 5kg CO ₂			
	5. 50 kg CO ₂			
	6. 3kg CO ₂			
	7. 50 kg Dry Powder Trolley			
	8. 25 kg dry powder			
	9. 2 kg dry powder			
	10. Fire blankets			
Repair and replacement parts & Accessory costs (List and quote prices)	1. Replacement of portable fire extinguishers (HO, CO ₂ etc)			
	2. 50kg trolley replacement			
	3. Fire suppression cylinder			
	4. Head Valves			
	5. Pressure Gauges			
	6. Discharge Hoses			
	7. Trolley Wheels			
	8. Safety Hooks			
	9. Safety pull Pins			
	10. Safety Seals			
	11. Repainting & color coding			
	12. Instruction stickers / labels			
	13. Rivets			
	14. Wall hanger /bracket			
	15. Hose reels			
	16. Addressable Smoke detectors			
	17. Addressable Heat detectors			
	18. Addressable manual call points			
	19. Sirens/sounders			
	20. Zeta Analogue Addressable Fire Control panel 48 zones of 4 loops with enabled key switch			
	21. Alarm cable network (per metre)			
	22. Stand by sealed battery 12v 7AH			
	23. Stand by battery 12v 3.1 AH			
	24. Apollo Convectional optical smoke detectors			
	25. Apollo Detector bases			
	26. Fire resistant cable 100 m roll *1.5mm			
	27. PVC Conduit			
	28. Active repeater panel			
	29. Hose pipe 75 m * 75mm			
	30. Hose reel * 75mm			
	31. Fire action signage			
	32. Emergency assembly signage 3 * 2 feet standard			
	33. Fire exit signage 2' * 12 ' standard			

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C. NEW FIRE EQUIPMENT COST

-	<u>Equipment Category</u>	<u>Unit Price</u>	<u>Add VAT</u>	<u>Total</u>
<u>New fire equipment cost</u>	11. <u>9kg H₂O</u>			
	12. <u>9kg ABC Dry Powder</u>			
	13. <u>9kg Foam</u>			
	14. <u>5kg CO₂</u>			
	15. <u>3kg CO₂</u>			
	16. <u>Dry Powder Trolley (50kg)</u>			
	17. <u>25 kg dry powder</u>			
	18. <u>2 kg dry powder</u>			
	19. <u>Fire blankets</u>			
	20. <u>Automated Suppression (50kg)</u>			

C. FIRE EQUIPMENT SERVICING COST

Portable Fire Extinguisher and Equipment's Servicing Cost	Unit price	VAT	TOTAL

D. SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF FIRE ALARM CABLE AND AUXILIARY PARTS

ITEM DESCRIPTION	QTY	UNIT PRICE	VAT	TOTAL
Zeta Analogue Addressable Fire Control panel 48 zones of 4 loops with enable key switch	<u>1</u>			
Stand by sealed battery 12v 7AH	<u>2</u>			
Fire resistant cable 100m 2* 1.5mm	<u>11</u>			
Cost of installation , Programming and training technicians	<u>1</u>			

E. SUPPLY ,INSTALLATION AND TESTING OF FIRE HYDRANT PUMP SYSTEM - ELECTRIC PUMP, DIESEL PUMP JOCKEY PUMP WITH FIRE PUMP CONTROL PANEL

<u>FIRE HYDRANT PUMP SYSTEM -</u>	<u>Unit price</u>	<u>VAT</u>	<u>TOTAL</u>
Electric pump, Diesel pump and Jockey pump with Fire pump control panel (Head Range – 100 -140 Metres, 60 m ³ per hour ; Electric /Diesel Pump power – above 50KW at 2900 RPM.; Jockey power – above 7 KW; Meets NFPA 20 requirements.			

EVALUATION CRITERIA

The tender will be evaluated in 3 (three) phases vis :-

(1) Mandatory Compliance checklist

Bidders Must comply with all the requirement and any bidder who will not provide any of the requirement will not proceed to the next stage.

MR	MANDATORY REQUIREMENT CRITERIA	MANDATORY YES/NO
1.	Bidders shall prepare and submit two copies (marked clearly "ORIGINAL BID" and copy of bid	YES
2.	Registration Certificate/Letter of Incorporation	YES
3.	Company Profile to include management team, Board of directors including submission of CR 12	YES
3.	Business Registration /Trade Business Permit.	YES
4.	Valid Tax Compliance Certificate	YES
5.	Valid Bid Security from bank or from an Insurance Company approved by PPRA. The Bid security shall be Kes.200,000/=	YES
6.	Complete form of Debarment or provide a write up showing that the firm is not debarred	YES
7.	Recommendation letter or proof of previous experience in similar assignment from at least 2 Clients for the last 2 years	YES
8.	A completed (signed & stamped) a self-declaration that the bidder/person will not engage in any corrupt or Fraudulent practice?	YES
9.	A completed (signed & stamped) a self-declaration that the bidder/person is not debarred in the matter of Public procurement? (Bidder to clearly do a write up on declaring that they are not debarred.	YES
10.	Confidential business questionnaire /form of bid must be duly completed, signed and stamped	YES
11	Declaration of having /not having any past or current litigation arbitration proceedings in which the bidder is/was involved as one of the parties / Corruption declaration in the format provided	YES
12	Bidders must paginate every page of their bid document	YES
13	Any alteration on prices must be countersigned by the bidder	YES
14	Bidders must be registered with NCA (attach copy of certificates)appropriate for fire contractors	

15	Bidders must be registered by a professional Body (Engineering / Fire)	YES
16	<u>Duly filled beneficial owner ship form</u>	<u>YES</u>

2. Stage 2 -Technical Evaluation:

Bidders will be required to attain a pass mark of above 49/70 to be considered successful to proceed for commercial evaluation stage

NO.	BASIS / CRITERIA	SCORE
1	At least three (3) years experience in servicing of fire equipment to at least three (3) recognizable organizations (<i>attach LPO' as evidence</i>) (<i>Full marks for 3 years experience and servicing of contract</i>)	15
2	Proven capability to supply, install, service fire alarm and equipment (<i>provide three (3) performance report and recommendation from relevant companies</i>)	15
3	Demonstrate capacity to refill fire equipment with the correct contents (due diligence to be contacted); <i>provide list of tools/ equipments /facilities</i>	10
4	Have competent technical personnel (servicing crew) to services the equipment (<i>attach professional training certificates of at least 3 technicians</i>)	10
5	Proven capability to supply, install, test and commission fire hydrant pump system (<i>provide three (3) performance report and recommendation from relevant companies</i>)	10
6	Commitment to safe and healthy management system requirements during the contract activities (renderer to state i.e. safety management plan)	10
	TOTAL	70

3. Stage 3 Commercial Evaluation:

1	Lowest price	15
2	Proposed terms and conditions of payment (refer to Employer preference)	5
3	Payment terms and conditions	5
4	Bidder to indicate delivery period upon issuance of LPO/Contract	5
	TOTAL	30

SCHEDULE OF REQUIREMENTS

1. The contract shall run for a period of twenty-four calendar months which may be extended upon successful completion determined through appraisal.
The contract will entail repairs , servicing and replacement of any required part of which a request for quotation for replacement of parts shall be requested and compared with the market rate.
2. The internal documentation shall be agreed by the two parties before commencement of the contract. This is subject to changes from time to time on mutual agreement by the two parties.

3. The awarded bidder will maintain consignment stocks at their warehouses and only deliver the required quantities when called upon to do so through an LPO.
4. Service provider shall deliver equipments after service/repair to respective workstation/s i.e. Main Stores in Athi River, Kabini Quarry and Cement Depots.
5. The service provider will be required to provide a maintenance

GRAND SUMMARY

ITEM	AMOUNT – Kes
Supply, delivery, servicing of fire equipment, fire alarm detection and suppression system.	
SUB TOTAL	
ADD 16% VAT	
BID SUM FOR CONTRACT	
AMOUNT IN WORDS	

Name of Bidder.....

Physical Address.....

Building.....

Street/Road.....

Town.....

Name of Authorised Representative of Bidder.....

Signature.....

Date.....

Official Stamp/Company Seal

ITEM	AMOUNT – Kes
Total from the BOQ	
Add 16% VAT (If applicable)	
TOTAL BID SUM TO THE FORM OF BID	

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
2 0 -00204 Athi River o r h i s 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.....

.....
.....

SCHEDULE 2 – 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

NAME OF CLIENT	NATURE OF WORK	VALUE OF WORK	YEAR COMPLETED	REMARKS

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.....

SECTION VII

- STANDARD FORMS

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 PLC.
6. **Beneficial form**

4.1 FORM OF TENDER

Date _____
Tender No. **EAPCPLC/OT/300/2023**

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, delivery, servicing of fire equipment, fire alarm detection and suppression system** 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.

Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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.

Part 1 General

Business Name.....
 Location of Business
 Premises.....
 Plot No,..... Street/Road
 Postal address Tel No.
 Fax Email
 Nature of Business
 Registration
 Certificate No. Maximum
 value of business which you can handle at any one time – Kshs. Name of
 your bankers.....

 Branch.....

	<p style="text-align: center;">Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age..... Nationality.....Country of Origin..... Citizenship details </p>																				
	<p style="text-align: center;">Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	<p style="text-align: center;">Part 2 (c) – Registered Company</p> <p>Private or Public State the nominal and issued capital of company Nominal Kshs. Issued Kshs. Given details of all directors as follows</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	<p>Date.....Signature of Candidate.....</p>																				

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 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 Company guarantee by a reputable Bank 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 Guarantee]

[address] [date]

Date..... Time (Stamp.....)

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 1.1(h)	The Procuring Entity is: EAST AFRICAN PORTLAND CEMENT PLC (EAPC PLC)
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: <i>[exceptional; refer to other internationally accepted trade terms]</i>
GCC 4.2 (b)	The version edition of Incoterms shall be <i>INCOTERMS 2015</i>
GCC 8.1	For <u>notices</u> , the Procuring Entity’s address shall be: For Managing Director

	<p>East African Portland Cement Plc Athi River, off Namanga Road P O Box 20-00204 Tel. 254 709 855 000 / 0709-835-000 Athi River, Kenya E-mail: info@eapcc.co.ke Website: www.eastafricanportland.com</p>
GCC 10.4.2	The place of arbitration shall be Nairobi, Kenya.
GCC 13.1	<p>Details of Shipping and other Documents to be furnished by the Supplier are <i>[insert the required documents, such as a negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, Manufacturer's or Supplier's warranty certificate, inspection certificate issued by nominated inspection agency, Supplier's factory shipping details etc.]</i>. N/A</p> <p>The above documents shall be received by the Procuring Entity before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
GCC 15.1	The prices charged for the Goods supplied and the related Services performed <i>shall not,</i> be adjustable.
GCC 16.1	<p>Sample provision GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>A. Payment for Goods supplied from abroad: Payment of foreign currency portion shall be made in <i>[insert currency of the Contract Price]</i> in the following manner:</p> <ul style="list-style-type: none"> (i) Advance Payment: N/A (ii) On Shipment: N/A (iii) On Acceptance: N/A <p>B. Payment of local currency portion of a foreign Supplier shall be made in Kenya shillings within sixty (60) days of presentation of claim supported by a certificate from the Procuring Entity declaring that the Goods have been delivered and that all other contracted Services have been performed.</p> <p>C. Payment for Goods and Services supplied from within Kenya: Payment for Goods and Services supplied from within Kenya shall be made in Kenya shillings, as follows:</p> <ul style="list-style-type: none"> (i) Advance Payment: N/A (ii) On Delivery: N/A. (iii) On Acceptance: N/A
GCC 16.5	Payment delay period not applicable.
GCC 18.1	A Performance Security <i>shall be required of the 10%</i> of the Tender Sum.
GCC 18.3	The Performance Security shall be in the form of: Unconditional Bank Performance Bond
GCC 18.4	Discharge of the Performance Security shall take place after the expiry of the contract.

GCC 23.2	The packing, marking and documentation within and outside the packages shall be marked clearly “ORIGINAL BID” and “COPY OF BID” and EAPCPLC/OT/298/2023 DRILLING, EQUIPPING, TESTING AND COMMISSIONING OF A BOREHOLE AT EAPC PLC PLANT IN ATHI RIVER
GCC 24.1	The insurance coverage shall be as specified in the Incoterms.
GCC 25.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms.
GCC 25.2	Incidental services to be provided are: N/A
GCC 26.1	The inspections and tests shall be: <i>Refer to the technical specifications</i>
GCC 26.2	The Inspections and tests shall be conducted at: Athi River, off Namanga Road <i>road</i>
GCC 27.1	The liquidated damage shall be: N/A
GCC 27.1	The maximum amount of liquidated damages shall be: <i>N/A</i>
GCC 28.3	Refer to the General Conditions GCC 28
GCC 28.5, GCC 28.6	The period for repair or replacement shall be 30 days.
GCC 33.6	If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Supplier shall be ___% (insert appropriate percentage. N/A

SECTION VIII - CONTRACT FORMS

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful tenderer after contract award.

FORM No. 1: NOTIFICATION OF INTENTION TO AWARD

This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender.

Send this Notification to the Tenderer's Authorized Representative named in the Tender Information Form on the format below.

FORMAT

For the attention of Tenderer's Authorized Representative

Name: *[insert Authorized Representative's name]*

ii) Address: _____ *[insert Authorized Representative's Address]*

iii) Telephone: _____ *[insert Authorized Representative's telephone/fax numbers]*

iv) Email Address: _____ *[insert Authorized Representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]

2. Date of transmission: _____ *[email]* on *[date]* _____ (local time)

This Notification is sent by _____ *(Name and designation)*

Notification of Intention to Award

Employer: *[insert the name of the Employer]*

ii) Project: _____ *[insert name of project]*

iii) Contract title: _____ *[insert the name of the contract]*

iv) Country: _____ *[insert country where ITT is issued]*

v) ITT No: _____ *[insert ITT reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:

Request a debriefing in relation to the evaluation of your tender

Submit a Procurement-related Complaint in relation to the decision to award the contract.

The successful tenderer

Name of successful Tender _____

Address of the successful Tender _____

iii) Contract price of the successful Tender Kenya Shillings _____ (in words
_____) 42 -

b) Other Tenderers

Names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out. For Tenders not evaluated, give one main reason the Tender was unsuccessful.

S/No.	Name of Tender	Tender Price as read out	Tender's evaluated price (Note a)	One Reason Why Not Evaluated
1				
2				
3				
4				
5				

(Note a) State NE if not evaluated

How to request a debriefing

DEADLINE: The deadline to request a debriefing expires at midnight on *[insert date]* (local time).

You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (5) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:

- I) Attention: _____ *[insert full name of person, if applicable]*
- ii) Title/position: _____ *[insert title/position]*
- ii) Agency: _____ *[insert name of Employer]*
- iii) Email address: _____ *[insert email address]*

If your request for a debriefing is received within the 3 Days deadline, we will provide the debriefing within five (3) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (3) Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen Days from the date of publication of the Contract Award Notice.

How to make a complaint

Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, *[insert date]* (local time).

Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:

- I) Attention: _____ *[insert full name of person, if applicable]*
- ii) Title/position: _____ *[insert title/position]*
- iii) Agency: _____ *[insert name of Employer]*
- iv) Email address: _____ *[insert email address]*

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information: For more information refer to the Public Procurement and Disposals Act 2015 and its Regulations available from the Website www.ppra.go.ke or email complaints@ppra.go.ke.

You should read these documents before preparing and submitting your complaint.

There are four essential requirements:

- i) You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.

The complaint can only challenge the decision to award the contract. You must submit the complaint within the period stated above.

- iv) You must include, in your complaint, all of the information required to support your complaint.

Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on *[insert date]* (local time).

The Standstill Period lasts ten (14) Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in paragraph Section 5 (d) above.

If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Employer:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

FORM NO. 2 - REQUEST FOR REVIEW

FORM FOR REVIEW(r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (Procuring Entity)

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

REQUEST FOR REVIEW

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

- 1.
- 2.

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

- 1.
- 2.

SIGNED(Applicant) Dated on.....day of/...20.....

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on.....day of20.....

SIGNED

Board Secretary

FORM NO. 3 LETTER OF AWARD

[Use letter head paper of the Procuring Entity]

_____ *[Date]*

To: _____ *[name and address of the Supplier]*

Subject: _____ **Notification of Award Contract No.**

This is to notify you that your Tender dated _____ *[insert date]* for execution of the _____ *[insert name of the contract and identification number, as given in the SCC]* for the Accepted Contract Amount of _____ *[insert amount in numbers and words and name of currency]*, as corrected and modified in accordance with the Instructions to tenderers is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 21 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Tendering document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract Agreement

FORM NO. 4 - CONTRACT AGREEMENT

[The successful tenderer shall fill in this form in accordance with the instructions indicated]

THIS AGREEMENT made the _____ *[insert: **number**]* day of _____ *[insert: **month**]*, *[insert: **year**]*. BETWEEN (1) _____ *[insert complete name of Procuring Entity]* and having its principal place of business at *[insert: address of Procuring Entity]* (hereinafter called "Procuring Entity"), of the one part; and (2) _____ *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and _____ having its principal place of business at _____ *[insert: address of Supplier]* (hereinafter called "the Supplier"), of the other part.

WHEREAS the Procuring Entity invited Tenders for certain Goods and ancillary services, viz., _____

[insert brief description of Goods and Services] and has accepted a Tender by the Supplier for the supply of those Goods and Services, the Procuring Entity and the Supplier agree as follows:

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

The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.

the Letter of Acceptance

the Letter of Tender

c) the Addenda Nos. _____ (if any)

Special Conditions of Contract

General Conditions of Contract

the Specification (including Schedule of Requirements and Technical Specifications)

the completed Schedules (including Price Schedules)

any other document listed in GCC as forming part of the Contract

In consideration of the payments to be made by the Procuring Entity to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Procuring Entity to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services 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 the laws of Kenya on the day, month and year indicated above.

For and on behalf of the Procuring Entity

Signed: _____ *[insert signature]*

in the capacity of _____ *[insert title or other appropriate designation]*

In the presence of _____ *[insert identification of official witness]* **For and on behalf of the Supplier**

Signed: _____ *[insert signature of authorized representative(s) of the Supplier]* in the

capacity of _____

insert title or other appropriate designation] in the presence of _____

insert identification of official witness]

FORM NO. 5 - PERFORMANCE SECURITY [Option 1 - Unconditional Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: _____ *[insert name and Address of Employer]*

Date: _____ *[Insert date of issue]*

Guarantor: _____ *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that _____ (hereinafter called "the Contractor") has entered into Contract No. _____ dated _____ with (name of Employer) _____ (the Employer as the Beneficiary), for the execution of _____ (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (in words), ¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2², and any demand for payment under it must be received by us at the office indicated above on or before that date.

The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months] [one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

[Name of Authorized Official, signature(s) and seals/stamps]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

FORM No. 6 - PERFORMANCE SECURITY [Option 2– Performance Bond]

[Note: Procuring Entities are advised to use Performance Security – Unconditional Demand Bank Guarantee instead of Performance Bond due to difficulties involved in calling Bond holder to action]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ *[insert name and Address of*

Employer] **Date:** _____ *[Insert date of issue]*

PERFORMANCE BOND No.: _____

Guarantor: _____ *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. By this Bond _____ as Principal (hereinafter called “the Contractor”) and _____] as Surety (hereinafter called “the Surety”), are held and firmly bound unto _____] as Obligees (hereinafter called “the Employer”) in the amount of _____ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a written Agreement with the Employer dated the day _____ of _____, 20____, for _____ in accordance with the documents, plans, specifications, _____ and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

complete the Contract in accordance with its terms and conditions; or

obtain a tender or tenders from qualified tenderers for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Employer to Contractor under the Contract, less the amount properly paid by Employer to Contractor; or

pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.

In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day _____ of _____ 20____.

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

**FORM NO. 7 - ADVANCE PAYMENT SECURITY [Demand Bank
Guarantee] [Guarantor letterhead]**

Beneficiary: _____ [Insert name
and Address of Employer]
Date: _____ [Insert date of issue]

ADVANCE PAYMENT GUARANTEE No.: _____ [Insert guarantee reference number]

Guarantor: [Insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that _____ (hereinafter called "the Contractor") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____ (in words _____) is to be made against an advance payment guarantee.

At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (in words _____) ¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

has used the advance payment for purposes other than the costs of mobilization in respect of the goods; or
has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Contractor on its account number _____ at _____.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the ____ day of _____, 2____, ² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

Authorized Official, signature(s) and seals/stamps] _____ [Name of

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

¹ _____
¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency of the advance payment as specified in the Contract.

Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

FORM NO. 8 BENEFICIAL OWNERSHIP DISCLOSURE FORM

INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer pursuant to Regulation 13 (2A) and 13 (6) of the Companies (Beneficial Ownership Information) Regulations, 2020. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the legal person (tenderer) or arrangements or a natural person on whose behalf a transaction is conducted, and includes those persons who exercise ultimate effective control over a legal person (Tenderer) or arrangement.

Tender Reference No.: _____ [insert identification no]

Name of the Tender Title/Description: _____ [insert name of the assignment] to:
 _____ [insert complete name of Procuring Entity]

In response to the requirement in your notification of award _____ [insert date of notification of award] to furnish dated additional information on beneficial ownership: _____ [select one option as applicable and delete the options that are not applicable]

I) We here by provide the following beneficial ownership information.

Details of beneficial ownership

	Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
1.	Full Name		Directly----- ----- % of shares	Directly.....% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No----- 2. Is this right held directly or indirectly?: Direct..... Indirect.....	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes -----No----- 2. Is this influence or control exercised directly or indirectly? Direct..... Indirect.....
	National identity card number or Passport number					
	Personal Identification Number (where applicable)		Indirectly----- --- % of shares	Indirectly----- % of voting rights		
	Nationality					
	Date of birth [dd/mm/yyyy]					
	Postal address					
	Residential address					
	Telephone number					
	Email address					
	Occupation or profession					
2.	Full Name		Directly----- ----- % of shares	Directly.....% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No----- 2. Is this right held directly or indirectly?:	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes -----No-----
	National identity card number or Passport number					
	Personal Identification Number (where applicable)		Indirectly----- --- % of shares	Indirectly----- % of voting rights		

	Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
	Nationality(ies)		shares		Direct..... Indirect.....	2. Is this influence or control exercised directly or indirectly? Direct..... Indirect.....
	Date of birth [dd/mm/yyyy]					
	Postal address					
	Residential address					
	Telephone number					
	Email address					
	Occupation or profession					

Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020. (Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). *Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.*

In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:

holds at least ten percent of the issued shares in the company either directly or indirectly; exercises at least ten percent of the voting rights in the company either directly or indirectly; holds a right, directly or indirectly, to appoint or remove a director of the company; or exercises significant influence or control, directly or indirectly, over the company.

IV) What is stated to herein above is true to the best of my knowledge, information and belief.

Name of the Tenderer:*[insert complete name of the Tenderer] _____

Name of the person duly authorized to sign the Tender on behalf of the Tenderer: ** [insert complete name of person duly authorized to sign the Tender].

Designation of the person signing the Tender: [insert complete title of the person signing the Tender]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date this [insert date of signing] day of..... [Insert month], [insert year].

