



East African Portland  
Cement Co. Ltd

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*Holding Life Together*

**TENDER NO.EAPCC/OT/136/2017**

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**SUPPLY AND DELIVERY OF  
50,000MTS OF GYPSUM FROM  
GARISSA/ISINYA**

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**SEPTEMBER 2017**

**CLOSING DATE .....SEPTEMBER 27<sup>th</sup>, 2017**

**CLOSING TIME .....12.00 noon**

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**SECTION I – INVITATION TO BID**  
**SUPPLY AND DELIVERY OF 50,000 MTS OF GYPSUM FROM**  
**GARISSA/ISINYA.**

1.1 The East African Portland Cement Company Ltd, one of the leading Cement manufacturing Companies in Kenya, invites sealed bids from eligible candidates for the **Supply and delivery of 50,000 MTS of Gypsum** from Garissa/isinya to its factory. The detailed breakdown of the requirements can be obtained in the schedule of requirements/price schedule stipulated in this bid document.

1.2 Interested eligible candidates may obtain further information from the Bid documents or contact the Procurement Office, East African Portland Cement Company Ltd, off Namanga Road Athi River, during normal working hours (08:30 – 15:30 local time on Mondays to Fridays except during lunch time from 13:00 to 14:00 hours and public holidays.).

1.3 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, **P O Box 20-00204, Athi River, Kenya; Tel: 254-045-6622777/6620627, 020-3915000** so as to be received on or before September 27<sup>th</sup> 2017 at 12.00 Noon

1.4 Prices quoted shall clearly show if all taxes are exclusive or inclusive; and be in Kenya Shillings. They shall remain valid for a period of ninety (90) days from the closing date of the Bid.

1.5 Bids will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at East African Portland Cement Company Ltd Customer care office.

1.6 The East African Portland Cement Company Ltd reserves the right to accept /reject all or part of the Bids and is not bound to give reasons for doing so.

**For: Managing Director**  
**The East African Portland Cement Company Ltd**  
**Off Namanga Road, P O Box 20-00204**  
**Athi River, Kenya.Tel. 254-045-6622777/6620627**

**E-mail: [info@eapcc.co.ke](mailto:info@eapcc.co.ke)**

**Website: [www.eastafricanportland.com](http://www.eastafricanportland.com)**

**FORM OF BID**

TO: The Managing Director  
East African Portland Cement Company Ltd  
P. O. Box 20- 00204 ATHI RIVER

Gentlemen:

Having examined the bidding documents including Addenda Nos..... *[insert numbers]*,  
the

Receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Supply and delivery of 50,000Mt of Gypsum from Garissa/Isinya** to its Athi river Factory and in conformity with the bidding document for the sum of KES

.....  
.....

(Figures)..... *(Inclusive of all taxes)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake to commence the services in accordance with the delivery Schedule specified in the Schedule of Requirements if our bid is accepted.

After our Bid is accepted we shall furnish a security in the form of Bank Guarantee (to be approved by you) to be jointly and severally bound with us in an amount of 10% of the above named sum on yearly basis, which shall be subject to release to the Supplier in accordance with the General Conditions of the Contract.

We agree to abide by this Bid for a period of ninety (90) days from the date of Bid submission prescribed in the Invitation to Bid and it shall remain binding upon us and may be accepted any time before the expiration of that period.

Unless and until an Agreement is prepared and executed, this Bid together with your written acceptance thereof shall constitute a binding Contract between us.

A Bid security in the sum of **Kes 300,000/= (Kenya Three hundred thousand only)**, is

enclosed with this Bid. The bid security is valid for at least 120 days from the date of bid submission).

We understand that you are not bound to accept the lowest or any Bid you may receive. We hereby agree that any errors in our Bid shall be adjusted as defined in the Bid Document under instructions to Bidders.

Dated this \_\_\_ day of \_\_\_\_\_ 2017

(Name) \_\_\_\_\_

(Signature)\_\_\_\_

In the capacity of \_\_\_\_

duly authorized to sign Bids, for and on behalf of

\_\_\_\_\_

P. O. Box \_\_\_\_\_ Code

\_\_\_\_\_

Name of Witness \_\_\_\_\_ Address \_\_\_\_\_

Signature of Witness

\_\_\_\_\_  
 Delete as appropriate

## **SECTION II - INSTRUCTIONS TO BIDDERS**

### **2.1 Eligible Bidders**

2.1.1 This Invitation for Bids is open to all eligible Bidders as described in the Invitation to Bid. Successful Bidders shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements.

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 Bid.

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

2.1.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

### **2.2 Eligible Goods**

2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.

2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components

2.2.3 The origin of goods is distinct from the nationality of the Bidder.

### **2.3 Cost of Bidding**

2.3.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

### **2.4 The Bid Document**

2.4.1 The Bid document comprises the documents:

- (i) Instructions to Bidders
- (ii) Schedule of requirements
- (iii) Bid Form and Price Schedules
- (iv) Bid security form
- (v) Performance Security Form
- (vi) Confidential Business Questionnaire

2.4.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bid documents. Failure to furnish all information required by the Bid documents or to submit a Bid not substantially responsive may result in the rejection of its Bid.

## 2.5 Clarification of Documents

2.5.2 A prospective Bidder requiring any clarification of the Bid document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Bid. The Procuring entity will respond in writing to any request for clarification of the Bid documents, which it receives not later than three (3) days prior to the deadline for the submission of Bids, 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 Bidders that have received the Bid document.

**These clarifications may be sent to:**

**Ngala oloiptip**

**Supply Chain Manager**

**The East African Portland Cement Company Ltd**

**Off Namanga Road, P O Box 20-0024**

**Athi River, Kenya.**

**Tel. 254-045-6622777/6620627**

**Email: [ngala.oloiptip@eapcc.co.ke](mailto:ngala.oloiptip@eapcc.co.ke), [Catherine.otido@eapcc.co.ke](mailto:Catherine.otido@eapcc.co.ke)**

2.5.4 The procuring entity shall reply to any clarifications sought by the Bidder within 3 days of receiving the request to enable the Bidder to make timely submission of its Bid.

## 2.6 Amendment of Documents

2.6.1 At any time prior to the deadline for Bid submission, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bid document.

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

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

## 2.7 Language of Bid

2.7.1 The Bid prepared and any correspondences and documents relating to the Bid document shall be written in English language, any printed literature furnished by the Bidder written in another language shall be accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.

## 2.8 Documents Comprising of Bid

2.8.1 The Bid prepared by the Bidders shall comprise the following components

- a) A Bid Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- b) documentary evidence established in accordance with the tender the Bidder is eligible to Bid and is qualified to perform the contract if its Bid is accepted;
- c) documentary evidence established in accordance with paragraph 2.2.1 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the Bid documents; and
- d) Bid security furnished in accordance with paragraph 2.14

## 2.9 Bid Forms

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

## 2.10 Bid Prices

2.10.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices and total



## Bid price

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the procuring entity.

2.10.3 Quoted prices by the Bidder shall be fixed during the contract performance and shall not be subject to variation on any account. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph

2.22

2.10.4 The validity period of the Bid shall be 90 days from the date of opening of the Bid.

2.10.5 Quoted price shall cover deliveries to EAPCC Main office- Athi River

## 2.11 Bid Currencies

2.11.1 Prices shall be quoted in Kenya Shillings or any other currency easily convertible to Kenya Shillings unless otherwise specified in the Appendix to Instructions to Bidders.

## 2.12 Bidders Eligibility and Qualifications

2.12.1 Pursuant to paragraph 2.1. The Bidder shall furnish, as part of its Bid, documents establishing the bidder's eligibility to Bid and its qualifications to perform the contract if it's Bid is accepted.

2.12.2 The documentary evidence of the Bidders eligibility to Bid shall establish to the Procuring entity's satisfaction that the Bidder, at the time of submission of its Bid, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the Bidders qualifications to perform the contract if its Bid is accepted shall be established to the Procuring entity's satisfaction;

(a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods.

(b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;

(c) that, in the case of a Bidder not operating within Kenya, the Bidder is or will be (if awarded the contract) represented by an Agent in Kenya or provide prove that contract performance will not be affected, disruption will lead to penalties equivalent to the loss realized by the procuring entity.

## 2.13 Goods Eligibility and Conformity to Bid Documents

2.13.1 Pursuant to this tender, the Bidder shall furnish, as part of its Bid documents establishing the eligibility and conformity to the Bid document.

2.13.2 The documentary evidence of the ownership or a lease agreement of a mining land and ownership of trucks or an agreement with a transporter for transporting the materials to EAPCC factory.

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

- (a) a detailed description of the essential technical and performance characteristic of the goods;
- (b) A clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

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

## APPENDIX TO INSTRUCTIONS TO BIDDERS

The following information regarding the particulars of the Bid shall complement supplement or amend the provisions of the instructions to Bidders. Wherever there is a conflict between the provision of the instructions to Bidders and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to Bidders

INSTRUCTIONS TO BIDDERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO BIDS
2.1.1	<p><b>Qualification requirements.</b></p> <ul style="list-style-type: none"> <li>(a) Valid tax compliance</li> <li>(b) Company registration certificate</li> <li>(c) Bid Bond in the required format</li> </ul> <p><b>The above requirements are mandatory and any bidder not meeting any of the above shall be treated as non-responsive.</b></p>
2.10.2	Prices quoted shall be inclusive of all taxes, duties, incidentals etc and shall be delivered prices to Athi River Factory.
2.10.3	No price variations are applicable in the performance of this Contract.
2.11.1	The bid price shall be in Kenya shillings – (See 2.23.1 below )
2.14.1	The Bid security shall be not less than Kes 300,000/= (three hundred thousand only) and valid for 120 days from the date of bid submission. No insurance bid security shall be accepted.
2.14.4	Pay special attention to the clause. Insurance bid securities shall not be accepted.
2.16.1	Bidders shall prepare two copies and mark them clearly as “ORIGINAL BID” and “COPY BID”.
2.16.3	Any alterations shall be initialed by the person or persons signing the bid. Any alterations not initialed shall lead to disqualification of the bid.
2.17	Pay special attention to the clause
2.18.1	Bids must be received by 12 noon on Wednesday 27 <sup>th</sup> , 2017
2.20.1	Bids shall be opened immediately thereafter receipt on Wednesday 27 <sup>th</sup> , 2017

2.22.4	<p>Under preliminary evaluation, the following shall be checked to confirm they conform:</p> <ul style="list-style-type: none"> <li>• Valid Bid Security issued by a bank NOT insurance company</li> <li>• Copy of certificate of Incorporation/Certificate</li> <li>• Proof of Tax Compliance that shall be confirmed from the KRA website</li> <li>• Copy of Audited Accounts or letter from bank indicating credit limit or certificate of deposit</li> <li>• Form of bid duly completed, signed, stamped and witnessed</li> <li>• All alterations countersigned</li> <li>• Copy of bid document buying receipt(if applicable)</li> </ul> <p>Confidential Business Questionnaire on bidder's letter</p>
2.22.5	<p>For a bid to be determined as responsive and award recommended, it shall:-</p> <p>a) Met the requirements of 2.24.1 below</p> <p>b) Meet the requirements of 2.22.4 above</p>
2.22.6	<p>This is applicable and shall be determined by the evaluation committee</p>
2.23.1	<p><del>The Company shall allow bids only quoted in Kenya shillings</del></p>
2.24.1	<p>Under technical evaluation, the following shall be considered:-</p> <ul style="list-style-type: none"> <li>• Conformity to Specification</li> <li>• Capability and capacity</li> <li>• Financial ability (derived from certified financial statements for the last two years i.e. 2015/2016)</li> <li>• Turnover (of not less than Kes 1 Million per annum)</li> <li>• Delivery period.</li> </ul>
2.25	<p><del>This is not applicable</del></p>
2.27.1	<p><del>No pre-qualification shall be applicable</del></p>
2.27.2	<p>Bidder shall provide two immediate years signed audited accounts or a letter from the bank indicating the credit facility available or a certificate from the bank indicating the amount of deposit available at short notice for this contract.</p>

2.27.3	See 2.22.5 above
2.27.5	Quantity variation shall not exceed 10% of awarded quantity and may be varied within the life of the contract
2.28.2	The award shall be subject to no appeals
2.28.3	The requirements of the Public Procurement & Disposal Act, 2015 shall apply.
2.30.1	Performance security shall be 10% of the awarded contract sum in form of a bank guarantee. No insurance performance securities shall be accepted.
2.31	This shall lead to rejection of the bid in total and may be subject to Debarment in future. Any member of public with any information may refer the same to the relevant state bodies or the Managing Director.
2.32	This will be taken very seriously and may result to a bid being Declared non-responsive.

## 2.14 Validity of Bids

2.14.1. Bids shall remain valid for 90 days or as specified in the Invitation to Bid after the date of Bid opening prescribed by the Procuring entity, A Bid valid for a shorter period shall be rejected by the Procuring entity and treated as non-responsive.

2.14.2. In exceptional circumstances, the Procuring entity may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder granting the request will not be required nor permitted to modify its Bid.

## 2.15 Format and Signing of Bid

2.15.1. The bidding entity shall prepare two copies of the Bid, clearly marking each "**ORIGINAL BID**" and "**COPY OF BID,**" as appropriate. In the event of any discrepancy between them, the original shall govern.

2.15.2. The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person(s) duly authorized to bind the Bidder to a contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Bid. All pages of the Bid, except for unlaminated printed literature, shall be initialed by the person or persons signing the Bid and stamped.

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

## 2.16 Sealing and Marking of Bids

2.16.1. The Tenderer's shall submit proposals of both Technical and – Commercial envelope (combined),

### **Technical**

The technical documents shall comprise technical specifications, Tenderers profile, Certified Audited accounts, the confidential business questionnaire, statement of verification that the tenderer is not debarred in the matter of the Public Procurement.

## Commercial

- Commercial documents shall comprise the filled and duly signed Form of Tender, payment terms, and price schedule.

2.16.2. The envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late or the bidder does not make it to the next stage of commercial evaluation.

2.16.3. If the outer envelope is not sealed and marked as stipulated in clause 2.17 the Procuring entity will assume no responsibility for the Bid's misplacement or premature opening.

2.16.4. The envelopes shall bear the tender number and addressed as indicated below:

**TENDER No: EAPCC/OT/136/2017; SUPPLY AND DELIVERY OF 50,000MTS OF GYPSUM; DO NOT OPEN BEFORE; SEPTEMBER 27th 2017 AT 12.00NOON.**

ADDRESSED TO:

**THE HEAD OF SUPPLY CHAIN**

**EAST AFRICAN PORTLAND CEMENT COMPANY LTD P.O. BOX 20 -00204**

**ATHI RIVER –KENYA**

2.16.5. The Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "**ORIGINAL**" and "**COPY**." The envelopes shall then be sealed in an outer envelope.

2.17 Deadline for Submission of Bids

2.17.1. Bids must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than 12 Noon, September 29<sup>th</sup> 2017

2.17.2. The Procuring entity may, at its discretion, extend this deadline for the submission of Bids by amending the Bid documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

## **2.18 BID SECURITY:**

1.18.1. The Bidder shall furnish, as part of its Bid, a Bid security for the amount specified in the Appendix to Invitation to Bidders.

1.18.2. The Bid shall be accompanied by a bid security of not less than Kes. 300,000/= (Kenya Shillings Three hundred thousand ) only.

1.18.3. The Bid security is required to protect the Procuring entity against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to the tender conditions.

1.18.4. The Bid security shall be denominated in Kenya Shillings and shall be in the form of a bankers cheque or a bank guarantee or a bank draft issued by a reputable bank located in Kenya in the form provided in the Bid documents and valid for thirty (30) days beyond the validity of the Bid i.e. 120 days from the date of Bid submission. NO INSURANCE BID SECURITY SHALL BE ACCEPTED FOR THIS PROCUREMENT.

1.18.5. Unsuccessful Bidder's Bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of Bid validity prescribed by the Procuring entity.

1.18.6. The successful Bidder's Bid security will be discharged upon the Bidder signing the contract, pursuant to the tender conditions and furnishing the performance security,

1.18.7. The Bid security may be forfeited:

- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the procuring entity on the Bid Form; or
- (b) in the case of a successful Bidder, if the Bidder fails:
  - (i) to sign the contract
  - (ii) to furnish performance security in accordance with the tender



## **2.19 Modification and Withdrawal of Bids**

2.19.2. The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Procuring entity prior to the deadline prescribed for submission of Bids.

2.19.3. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.

2.19.4. No Bid may be modified after the deadline for submission of Bids.

2.19.5. No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security, pursuant to paragraph 2.14.8

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

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

## **2.20 Opening of Bids**

2.21.2. The Procuring entity will open all Bids in the presence of Bidders' representatives who choose to attend, at the said time and location specified in the Bid document.

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

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

2.21.4. The Procuring entity will prepare minutes of the Bid opening.

## **2.21 Clarification of Bids**

2.20.1. To assist in the examination, evaluation and comparison of Bids the Procuring entity may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Bid shall be sought, offered, or permitted.

2.20.2. Any effort by the Bidder to influence the Procuring entity in the Procuring entity's Bid evaluation, Bid comparison or contract award decisions may result in the rejection of the Bidders' Bid.

## **2.22 Preliminary Examination**

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

2.22.3. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its Bid will be rejected, and its Bid security forfeited. If there is a discrepancy between words and figures the amount in words will prevail. All in all, the award shall be based on the corrected figure.

2.22.4. The Procuring entity may waive any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any Bidder.

2.22.5. Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each Bid to the Bid documents. For purposes of these paragraphs, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bid documents without material deviations. The Procuring entity's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

2.22.6. If a Bid is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

2.22.7. The Company reserves the right to waive minor deviations in the evaluation criteria if they do not materially affect the capability of an applicant to perform.

### **2.23 Conversion to Single Currency**

2.23.1. Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the date of Bid closing provided by the Central Bank of Kenya.

### **2.24 Evaluation and Comparison of Bids**

2.25.2. The Procuring entity will evaluate and compare the Bids which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.25.3. The Bid evaluation committee shall evaluate the Bid within 14 days of the validity period from the date of opening the Bid.

2.25.4. A Bidder who gives false information in the Bid 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.

2.25.5. Each lot if applicable shall be considered as a separate contract and may be awarded on its own.

### **2.25 Preference**

Preference where allowed in the evaluation of Bids shall not exceed 15%.

### **2.26 Contacting the Procuring entity**

2.27.2. Subject to paragraph 2.21 no Bidder shall contact the Procuring entity on any matter related to its Bid, from the time of the Bid opening to the time the contract is awarded.

2.27.3. Any effort by a Bidder to influence the Procuring entity in its decisions on Bid, evaluation, Bid comparison, or contract award may result in the rejection of the Bidder's

Bid.

## 2.27 Award of Contract

2.26.1. The determination will take into account the Bidder financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidders qualifications submitted by the Bidder, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

2.26.2. An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the Procuring entity will proceed to the next lowest evaluated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

### (b) Award Criteria

2.26.3. The Procuring entity will award the contract to the successful Bidder(s) whose Bid has been determined to be substantially responsive and has been determined to be the lowest evaluated Bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

2.26.4. Awards shall not be subject to appeals

### (c) Procuring entity's Right to Vary quantities

2.26.5. The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

### (d) Procuring entity's Right to accept or Reject any or All Bids

2.26.6. The Procuring entity reserves the right to accept or reject any Bid, and to annul the Bidding process with reasons and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for the Procuring entity's action

## 2.28 Notification of Award

2.30.2. Prior to the expiration of the period of Bid validity, the Procuring entity will notify the successful Bidder in writing that its Bid has been accepted.

2.30.3. The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.30.4. Upon the successful Bidder's furnishing of the performance security pursuant to paragraph

2.28, the Procuring entity will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to paragraph 2.14

### **2.29 Signing of Contract**

2.28.1. At the same time as the Procuring entity notifies the successful Bidder that its Bid has been accepted, the Procuring entity will send the Bidder the Contract Form detailing contract format.

2.28.2. The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.28.3. Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring entity.

2.28.4. All payments to the successful bidder shall be by letter of credit

### **2.29. Performance Security**

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

2.29.2. Failure of the successful Bidder to comply with the requirements of paragraph in the tender, this shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new Bids.

### **2.30. Corrupt or Fraudulent Practices**

2.30.1. The Procuring entity requires that Bidders observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

(i) “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among Bidder (prior to or after Bid submission) designed to establish

(iii) Bid prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

(iv) ‘Collusive Practice’ means a scheme of arrangement between two or more bidders, with or without the knowledge of the Company, designed to establish bid prices at artificial, noncompetitive levels, and

(iv) ‘Coercive Practice’ means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or effect the execution of a contract.

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

2.30.3. Further a Bidder who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in EAPCC future procurements.

## **SECTION III - TECHNICAL SPECIFICATIONS**

### **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.

## **TECHNICAL SPECIFICATIONS**

### **A. CHEMICAL PARAMETERS**

#### **Physical Properties**

Size:

Crushed Gypsum;

10% Max on 50mm sieve.

Uncrushed gypsum;

0% max on 200mm sieve.

Moisture:

The water content shall not exceed 3%.

Impurities:

Gypsum received shall be free of Bentonite clay.

#### Chemical Properties

The chemical components shall be assessed in the following domains:

**Hydrated Calcium sulphate** ( $\text{CaSO}_4 \cdot 2\text{H}_2\text{O}$ ) shall not be less than **85**

#### **NOTE TO BIDDERS:**

- a) **Bidders must provide certificate of analysis from an accredited laboratory with specific results and not a range or samples for analysis at EAPCC Laboratory**
- b) **The winning bidders will be expected to provide samples of his / her Gypsum for EAPCCs' analysis.**

#### **EVALUATION CRITERIA**

##### **A. Mandatory Requirements**

MR	Description	Attach
MR1	Valid Tax Compliance	
MR2	Company Registration Certificate	
MR3	Bid Bond in the required format	

**Note: Bidders not meeting ANY of the above shall be treated as non-responsive.**



## B. Technical Evaluation Criteria

S/No	CRITERIA	SCORE
1	Be incorporated in Kenya evidenced by a certificate of incorporation.	10
2	Conformity to the specifications required- <b>This will be derived from the Certificate of Analysis which bidders Must Provide or Certificate from EAPCC Laboratory</b>	30
3	Proof of an available safety policy.	5
4	Capability and capacity (undertake Due diligence to ascertain)	10
5	Have fulfilled their obligation to pay taxes evidenced by a valid tax compliance certificate.	5
6	Proof of financial capability to sustain the service to the satisfaction of the employer's requirement.(Ksh. 1M per annum)	10
TOTAL		70

### Note:

The pass mark score for Technical evaluation SHALL be at least 70 % 49/70 and only bidders who shall have passed Technical evaluation will proceed for commercial evaluation.

## C. Commercial Evaluation Criteria

S/No	CRITERIA	SCORE
1	Price	20
2	Payment terms indicated	5
3	Delivery period from award	2.5
4	Validity of Price – state to hold for the entire contract period	2.5
TOTAL		30

**This information must be completed on the bidder's letter head and signed**

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**PROFILE OF THE COMPANY**

(You are advised that it is a serious commission to give false information under this section as it may render your bid being automatically disqualified).

**PART I: GENERAL INFORMATION**

- a) The questionnaire must be fully and comprehensively completed in all respects
- b) Information given by the applicant shall be treated in strict confidence.
- c) Any information given and later found to be incorrect shall lead to disqualification of the Bidder.

**PART II: BIDDER DETAIL**

The purpose of this section is to provide the required background information of the bidder organization.

1)	Provide documentary evidence of the registered name and number of your company		
	Company Name	Company Registration Number	Registration Date
	Registered Office (Physical and Postal Address)	Authorized and Issued Share Capital (USD)	Shareholders (including No. of Shares held)

	Directors	Main Business Objects	
2)	Give full details of your bankers (i)Bank Name and Branch (ii) Bank A/C No. (iii)Contact Person (iv)Telephone (v)Fax (vi) Email address (vii) Website		

**PART III: BIDDER'S CONTACT PERSON(S) DETAIL**

3)	Provide the contact person(s) name(s), addresses, phone numbers etc	
	Contact Person Name	
	Position in the Company	
	Landline Telephone Number	
	Cellular Telephone Number	
	Fax Number	
	E-Mail	

**PART IV: BIDDER'S PROFILE**

4) a)	What is your Company's primary business activity? Provide a list with the estimated percentage of revenue earned from each of the primary business activities.

**PART VI B; CERTIFICATION**

We do hereby certify that the above information is correct in all respects

DATE:

..... COMPANY

SEAL: ..... Witnessed

by: Director

Name: \_\_\_\_\_

Signature: \_\_\_ Director/Secretary:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

## SECTION V - SCHEDULE OF REQUIREMENTS AND PRICE SCHEDULE

### Delivery Programme

Note: The delivery period is calculated from the date of signing the contract

S/No.	Product Description	Quantity	Expected time of Delivery
1	Supply of Gypsum	50,000MT	Two (2) days after issue of LPO

1.1 Commencement of delivery shall be 2 days after issuance of an LPO.

1.2 This contract shall run for a period of one year.

Bidder to specify the currency of bid.....

S/No	Description	Quantity	Unit Price (Ksh)	VAT @ 16%	Total Price (Ksh)
1	Supply and Delivery of Gypsum	50,000			

1. Specify Payment Terms .....

2. Specify Delivery Period.....

3. Price Validity .....

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

Signature of Bidder \_\_\_\_\_

**SUMMARY FOR PRICE**

ITEM	AMOUNT (Ksh)
Supply and Delivery of 50,000MT of Gypsum (Delivered Athi River Price)	
TOTAL BID SUM TO THE FORM OF BID	
AMOUNT IN WORDS	
<p>Name of Bidder..... Physical</p> <p>Address.....</p> <p>Town.....</p> <p>Name of Authorized Representative of Bidder.....</p>	

## BID SECURITY FORM

Whereas ..... [name of the Bidder] (hereinafter called "the Bidder") has submitted its Bid dated ..... [date of submission of Bid] for the supply and delivery of.....[name and/or description of the item] (hereinafter called "the Bid")  
..... KNOW ALL PEOPLE by these presents that WE .....  
..... of ..... having our registered office at ..... (hereinafter called "the Bank"), are bound unto ..... [name of Procuring entity] (hereinafter called "the Procuring entity") in the sum of ..... for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of 2017.

THE CONDITIONS of this obligation are:-

1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
  
2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring entity during the period of Bid validity:
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the performance security in accordance with the Instructions to Bidders;

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 Bid guarantee will remain in force up to and including thirty (30) days after the period of Bid validity, and any demand in respect thereof should reach the Bank not later than the above date

\_\_\_\_\_  
[signature and seal of the bank]



**PERFORMANCE SECURITY FORM**

To .....  
[Name of procuring entity]

WHEREAS ..... [Name of Bidder] (Hereinafter called “the Bidder”) 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 tender that the Bidder shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Bidder’s performance obligations in accordance with the Contract.

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, 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 Bidder to be in default under the Contract and without cavil or argument, any sum or sums within the limits of ..... [Amount of guarantee] as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signed and seal of the Guarantors

[Name of bank or financial institution]

[Address]

[Date]