



East African Portland
Cement Co. Ltd

Holdings Life Together

Tender No. EAPCC/142/OT/2018

SUPPLY OF TYRES & TUBES

FEBRUARY 2018

CLOSING DATE28TH FEBRUARY
2018

CLOSING TIME12 Noon

SECTION I – INVITATION TO BID

Tender No. EAPCC-142-OT-2018 for Supply of Tyres & Tubes.

- 1.1 The East African Portland Cement Company Ltd invites sealed bids from eligible candidates for Supply of Tyres & Tubes as follows:-

S/No.	Item Description	Quantity
1	Tyres and Tubes for Trucks, Construction Plant	Assorted

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 inside the bid document.

- 1.2 Interested eligible candidates may obtain further information from and inspect the Bid documents at 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.) or IFMIS Portal or Company website.
- 1.3 A complete set of bid documents can be downloaded from the company website (www.eastafricanportland.com) and IFMIS portal (<https://supplier.treasury.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 Cement Ltd.
- 1.4 Completed Bid documents shall be enclosed in a plain sealed envelope marked with the Bid reference number and deposited in the Tender Box located at the Customer Care office next to the main entrance, East African Portland Cement Company Ltd, Off Namanga Road, Athi River, P.O Box 20-00204, Athi River, Kenya; Tel. 254 709 855 000 so as to be received on or before 12.00 noon **Wednesday 28th February, 2018.**
- 1.5 Prices quoted shall be net and inclusive of all taxes; and be in Kenya Shillings. They shall remain valid for a period of ninety (90) days from the closing date of the Bid.

- 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 Company Ltd Customer care office.
- 1.7 All bids shall be accompanied by a bid security of not less than Kes Kes 300,000/= (three hundred thousand only) .
- 1.8 The East African Portland Cement Company Ltd reserves the right to accept /reject all or part of the Bids and is bound to give reasons for doing so.

The Managing Director
The East African Portland Cement Company Ltd
Off Namanga
Road, P O
Box 20-00204
Athi River, Kenya.
Tel. 254 709 855 000

E-mail: customercare@eapcc.co.ke

Website: <http://www.eastafricanportland.com>

FORM OF BID

TO: The Managing Director

East African Portland Cement Company Ltd
P. O. Box 20- 00204
ATHI RIVER, KENYA

Having examined the bidding documents including Addenda Nos..... [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Supply Tyres and Tubes in conformity with the said bidding document and as indicated in our price schedule or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid. The item prices shall be applicable for the term specified in the schedule of requirements and for the quantities ordered by the Company from time to time.

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

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 Form of Bid together with your written acceptance thereof shall constitute a binding Contract between us.

A Bid security in form of Cash* or Bank Guarantee* in the sum of Kes, is enclosed with this Bid for the supply of tyres and tubes (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 in the General Information to Bidders.

Dated this _____ day of _____ 2018

(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 Bidders eligible 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 Section VI.
- 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.

2.3.2 The Bid document can be downloaded from the IFMIS Portal and Company website for free or hardcopy obtained from EAPCC after paying a non refundable fee of Kes. 1,000.00(one thousand only) at the cashiers office in Athi river

2.3.3 All firms found capable of performing the contract satisfactorily in accordance to the set prequalification criteria shall be pre-qualified.

2.4. The Bid Document

2.4.1 The Bid document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Bidders

- (i) Invitation to Bid
- (ii) Instructions to Bidders
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Bid Form and Price Schedules
- (viii) Bid Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) 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 to the Bid documents in every respect will be at the Bidders risk and may result in the rejection of its Bid.

2.5 Clarification of Documents

2.5.1 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 seven (7) days prior to the deadline for the submission of Bids, 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 Bidders that have received the Bid document.

2.5.2 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 submission of Bids, 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 documents by amendment.
- 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.
- 2.6.3 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 by the Bidder, as well as all correspondence and documents relating to the Bid exchange by the Bidder and the Procuring entity, shall be written in English language, provided that any printed literature furnished by the Bidder 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 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 paragraph 2.1.2 that 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 of the goods it proposes to supply under the contract

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

2.10.3 Prices quoted by the Bid shall be fixed during the Bid's performance of the contract and not 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.

2.11 Bid Currencies

2.11.1 Prices shall be quoted in 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 Bidders eligibility to Bid and its qualifications to perform the contract if its 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 doing business within Kenya, the Bidder is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Bidder's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Bid Documents

2.13.1 Pursuant to paragraph 2.2 of this section, the Bidder shall furnish, as part of its Bid documents establishing the eligibility and conformity to the Bid documents of all goods which the Bidder proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the goods to the Bid documents may be in the form of literature, drawings, and data, 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.

2.14 Bid Security

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

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

2.14.3 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 paragraph 2.14.7

2.14.4 The Bid security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank cheque or a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad 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.**

2.14.5 Any Bid not secured in accordance with paragraph 2.14.2 and 2.14.4 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22

2.14.6 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.

2.14.7 The successful Bidder's Bid security will be discharged upon the Bidder signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.8 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 in accordance with paragraph 2.27
 - or
 - (ii) to furnish performance security in accordance with paragraph 2.28

2.15 Validity of Bids

2.15.1 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, pursuant to paragraph 2.18. A Bid valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.15.2 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. The Bid security provided under paragraph 2.14 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder granting the request will not be required nor permitted to modify its Bid.

2.16 Format and Signing of Bid

2.16.1 The Procuring 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.

2.16.2 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 or persons duly authorized to bind the Bidder to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Bid. All pages of the Bid, except for unlamated printed literature, shall be initialed by the person or persons signing the Bid and stamped.

2.16.3 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.

2.17 Sealing and Marking of Bids-

This is a ONE envelope tender- The Tenderer's shall submit proposals of both Technical and – Commercial envelope (combined) Price & bid security will be read out loud during opening of bids.

2.17.1 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.

2.17.2 The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the Invitation to Bid:

(b) Bear, Bid number and name in the Invitation for Bids and the words, “DO NOT OPEN BEFORE, **Wednesday, 28th February , 2018.**

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

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the Bid's misplacement or premature opening.

2.18 Deadline for Submission of Bids

2.18.1 Bids must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than 12 Noon -**Wednesday February 28th, 2018.**

2.18.2 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

2.19 Modification and Withdrawal of Bids

2.19.1 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 prior to the deadline prescribed for submission of Bids.

2.19.2 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.

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

2.19.4 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

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

2.19.6 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

2.20.1 The Procuring entity will open all Bids in the presence of Bidders' representatives who choose to attend, at 12 noon on **Wednesday February 28th, 2018** and in the location specified in the Invitation to Bid.

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

2.20.2 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.

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

2.21 Clarification of Bids

2.21.1 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.

2.21.2 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

2.22.1 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.

2.22.2 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 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.

2.22.3 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.

2.22.4 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.

2.22.5 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.

2.22.6 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

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

2.24.2 The Bid evaluation committee shall evaluate the Bid within 30 days of the validity period from the date of opening the Bid.

2.24.3 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.

2.24.4 Each bidder shall only be allowed to quote one price for a specific lot hence the supplier should not provide two sets of prices per lot if so shall be considered none responsive.

2.25 Preference

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

2.26 Contacting the Procuring entity

2.26.1 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.

2.26.2 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

(a) Post-qualification

2.27.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive Bid is qualified to perform the contract satisfactorily.

2.27.2 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.

2.27.3 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

2.27.4 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.

(c) Procuring entity's Right to Vary quantities

2.27.5 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

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

2.28 Notification of Award

2.28.1 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.

2.28.2 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

2.28.3 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

2.29.1 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 provided in the Bid documents, incorporating all agreements between the parties.

2.29.2 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.

2.29.3 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.

2.30 Performance Security

2.30.1 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.

2.30.2 Failure of the successful Bidder to comply with the requirements of paragraph 2.27 or paragraph 2.28 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.

2.31 Corrupt or Fraudulent Practices

2.31.1 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 or arrangement between two or more bidders, with or without the knowledge of the Company, designed to establish bid prices at artificial, non competitive 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.

2.31.2 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.

2.31.3 Further a Bidder who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

2.32 Other sanctions

The company shall provide sanctions against firms that have not performed according to professionally regulated procedures, contractual agreements or legislation. The latter includes those in serious violations of fair employment laws & practices and known violation of the Public Procurement and Disposal Act, 2015.

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>The following are mandatory requirements:-</p> <ul style="list-style-type: none"> <i>(a) Provide copy of certificate of incorporation or certificate of business registration name.</i> <i>(a) Provide copy of valid tax compliance certificate</i> <i>(b) Provide copy of pin & vat certificate.</i> <i>(c) The bidder shall furnish details of the experience and past performance with respect to supply of similar goods in nature and value within past 3 years. Evidence of this, e.g. testimonial letters or copies of orders from such authority, shall be presented with this bid on submission;</i> <i>(d) Submit bid security in the required format.</i> <i>(e) Submit duly filled confidential business questionnaire form.</i>
2.4.2	Pay special attention to this clause
2.8.1	Pay special attention to the clause (See 2.22.4 below)
2.9.1	Pay special attention to the clause as it shall form part of the Evaluation criteria.
2.10.2	Prices quoted shall be inclusive of all taxes, duties, incidentals etc.; and shall be delivered prices to Athi River Factory, Kunkur quarry and Kabini quarry.

2.10.3	No price variations are applicable in the performance of this contract except as per the requirements of SCC 3.13.1&2 below.
2.11.1	The bid price shall be in Kenya shillings – (See 2.23.1 below)
2.12	Pay special attention to the clause. The requirements of this clause shall form part of the evaluation criteria.
2.13.3 (a) & (b)	Pay special attention to the clause. The requirements of this clause shall form part of the evaluation criteria.
2.13.4	Pay special attention to the clause. The requirements of this clause shall form part of the evaluation criteria.
2.14.1	The Bid security shall be not less than Kes 300,000/= (three hundred thousand only). 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 February 28th 2018.
2.20.1	Bids shall be opened immediately thereafter receipt on Wednesday February 28th, 2018.
2.22.5	For a bid to be determined as responsive and awarded, it shall:- a) Meet the requirements of 2.22.4 above b) indication bidder is willing to enter into a Service Level

	Agreement as part of the contract agreement for this procurement c) Accept to maintain consignment stocks in their warehouses for supply to Athi River and Kabini quarry when required to do so and at short notice.
2.22.6	This is applicable and shall be determined by the evaluation committee
2.23.1	The Company shall allow bids only quoted in Kenya shillings
2.24.1	Under technical evaluation, the following shall be considered:- <ul style="list-style-type: none"> • Conformity to Specification • Capability and capacity to perform the contract to the satisfaction of the buyer. • Financial ability (derived from certified financial statements for the last two years i.e. 2015 and 2016) • Turnover of not less than Kes 50 Million per annum • Proof of logistical arrangements to deliver the Tyres and Tubes to Athi River and Kabini quarry. • Acceptance to maintain consignment stocks for Tyres, and Tubes (provide statement indicating willingness to provide consignment stocking) • Price offered
2.25	This is not applicable
2.27.1	No pre-qualification shall be applicable
2.27.2	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. Failure to indicate financial shall render the bid non responsive.
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.
2.30.1	Performance security shall be 10% of the awarded contract sum
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.

SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

3.1.1 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 Bidder, 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 Bidder under the Contract for the full and proper performance of its contractual obligations
- (c) “The Goods” means all of the equipment, machinery, and/or other materials, which the Bidder is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization purchasing the Goods under this Contract.
- (e) “The Bidder” means the individual or firm supplying the Goods under this Contract.
- (f) “Day” means calendar day

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

3.3 Standards

3.3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.4 Use of Contract Documents and Information

3.4.1 The Bidder shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract.

3.4.2 The Bidder shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Bidder's performance under the Contract if so required by the Procuring entity

3.5 Patent Rights

3.5.1 The Bidder shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity's country

3.6 Performance Security

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

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

3.6.3 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 bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the Bid documents.

3.6.4 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 Bidder's performance obligations under the Contract, including any warranty obligations, under the Contract

3.7 Inspection and Tests

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

3.7.2 The inspections and tests may be conducted in the premises of the Bidder or its subcontractor(s), at point of delivery, and/or at the Goods' final destination if conducted on the premises of the Bidder 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.

3.7.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the Bidder shall either replace the rejected equipment or make alternations necessary to make specification requirements free of costs to the Procuring entity.

3.7.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

3.7.5 Nothing in paragraph 3.8 shall in any way release the Bidder from any warranty or other obligations under this Contract.

3.8 Delivery and Documents

3.8.1 Delivery of the Goods shall be made by the Bidder in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

3.9 Insurance

3.9.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

3.10 Payment

3.10.1 The method and conditions of payment to be made to the Bidder under this Contract shall be specified in Special Conditions of Contract

3.10.2 Payments shall be made promptly by the Procuring entity as specified in the contract

3.11 Prices

3.11.1 Prices charged by the Bidder for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the Bidder in its Bid.

3.11.2 Contract price variations shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, be allowed for contracts not exceeding one year (12 months).

3.11.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

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

3.12 Assignment

3.12.1 The Bidder shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent

3.13 Subcontracts

3.13.1 The Bidder shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the Bid. Such notification, in the original Bid or later, shall not relieve the Bidder from any liability or obligation under the Contract

3.14 Termination for Default

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

- a) if the bidder 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 bidder fails to perform any other obligation(s) under the Contract.
- c) if the bidder, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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 bidder shall be liable to the Procuring entity for any excess costs for such similar services.

3.15 Termination of insolvency

The procuring entity may at any time 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.

3.16 Termination for convenience

3.16.1 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.

3.16.2 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.

3.16.3 Either Party may terminate the contract for any reason provided that such termination is communicated to the other Party by way of a notice and provided that such a notice is given three calendar months from the date of receipt of the notice to the date of the termination.

3.17 Liquidated Damages

3.17.1. If the Bidder fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods and as per SCC. After this the Bidder may consider termination of the contract.

3.18 Resolution of Disputes

3.18.2 The procuring entity and the Bidder shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.18.3 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 adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

3.19.2 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

3.20 Force Majeure

3.20.1 The Bidder 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.

3.21 Applicable Law.

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

3.22 Notices

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. 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.

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.6.1	Performance security shall be 10% of the awarded contract sum
3.7	Notwithstanding the requirements of GCC clause 3.7; the awarded firm(s) shall be required under this contract to submit certificates of product compliance to the required standards from the Kenya Bureau of Standards (KeBS) at the point of bidding and at any time when called upon to do so until the contract is fully performed.
3.8	The awarded firm shall commence supplies immediately but not later than seven (7) days from the date of signing the contract agreement.
3.9	This is only applicable to in-transit goods to the Company's premises.
3.10	Mode of payments will be through EFT thirty (30) days of invoicing and after presentation of the invoices.
3.11	This is a fixed price contract and any changes shall only be allowed in accordance with the Public Procurement and Disposal Act, 2015 read together with the Public Procurement and Disposal Regulations, 2006 Section 31.
3.12	Bidder shall not assign in part or in whole this contract without written Approval from the employer.
3.13	Bidder shall not subcontract in part or in whole this contract without written Approval from the employer.
3.14	a) Within fourteen (14) days b) Within fourteen (14) days c) There shall be no compromise on this clause
3.15	Thirty (30) days' notice
3.16	a) Thirty (30) days' notice b) This shall be negotiated c) Thirty (30) days' notice- This is applicable for any general termination not clearly defined in this document

3.14, 3.15 & 3.16	Should the bidder not provide the services and the employer procures the same either in part or whole; the bidder shall bear the difference between the market price of the service so procured and the contract price for the cancelled portion.
3.17	Liquidated damages shall be 0.5% (point five percent) of the contract amount per day, up to a maximum of 10% (ten percent) which is equivalent to the value of the performance security.
3.18	If any dispute or difference of any kind whatsoever shall arise between the Bidder and the employer in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. Should there be no solution to the dispute within thirty (30) days of engagement, then the parties shall seek help from the Institute of Arbitrators of Kenya and the cost of the arbitration shall be borne on a 50/50 basis by both parties.
3.19	The Contract shall be written in English language that shall also govern its Interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in English language.
3.20	<ul style="list-style-type: none"> • Bidder shall not be liable for forfeiture of its performance security liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. • "Force Majeure" means an event beyond the control of the bidder and not involving the bidders fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the employer in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, riots, strikes and freight embargoes. • If a Force Majeure situation arises, the bidder shall promptly notify the employer in writing of such condition and the cause thereof. Unless otherwise directed by the employer in writing, the bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
3.21	The Applicable Law shall be the Laws of Kenya.

3.22	<p>The employers address for notice purposes shall be:-</p> <p>The Managing Director East African Portland Cement Company Ltd Off Namanga Road, P O Box 20-00204 Athi River, Kenya.</p> <p>WHILE the Supplier's Address for notice purpose shall be:-</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p><u>Bidder to complete this section</u></p>
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SECTION V - TECHNICAL SPECIFICATIONS

5.1 General

5.1.1 These specifications describe the requirements for goods. Bidders are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply.

5.1.2 All the capacities of the goods to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail 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.

5.1.3 The Bidders are requested to present information along with their offers as follows:

- (i) Shortest possible delivery period of each product that should not deviate too much from the timeline indicated in the bid document.
- (ii) The country of origin for all imported goods in pursuant to GCC 3.3 preferred Europe, UK, South Africa or Japan

5.2 Product specifications

All Tyres to be supplied under this contract shall be new with the following particular specifications.

Lot 1: Tyres and Tubes for Trucks, & Construction Plant

a) TYRES FOR TRUCKS

- a) Tyres must conform to KS ISO 10454 standard; Specification for new pneumatic tyres for trucks and buses-Laboratory test methods.
- b) The ply material must be steel belted.
- c) Contraction may be radial or cross ply.
- d) Each Tyre must carry a statement of warranty covering the life of the original tread against defects in material and workmanship.
- e) Manufacturer's literature and specifications are mandatory and must be in English language.
- f) The tyres country of origin must be specified preferably Europe, UK, Japan or South Africa

b) TYRES FOR CONSTRUCTION PLANT

- a) Tyres must conform to KS ISO 4250-1 and 4250-2 Earth Mover tyres and rims-Tyres designation, dimensions, loads and inflation pressures.
- b) The ply material may be nylon, polyester or steel.
- c) Contraction may be radial or cross ply.
- d) Each Tyre must carry a statement of warranty covering the life of the original tread against defects in material and workmanship.
- e) Manufacturer's literature and specifications are mandatory and must be in English language.
- f) The tyres country of origin must be specified preferably Europe, UK, Japan or South Africa

Note:

1. Any bidder offering goods not meeting all the specifications shall be treated as non-responsive and shall be rejected by the procuring entity.

A. Technical Evaluation Criteria

Item	Criteria	Score
	Conformity to the specification - tenderers must indicate on the specification sheet whether the goods offered comply with each specified requirement.	50
	List of clientele of similar assignments- (<i>provide copies of award letters/ purchase orders</i>)	9
	Experience with the African market (<i>provide copies of award letters/ purchase orders</i>)	9
	Provide copy of manufactures letter of Authorization, if not a manufacturer.	9
	Turnover (of not less than Kes 50 Million per annum)	8
	Demonstrate willingness to offer warranty	9
	Shorter delivery period(the fewer the days the better)	3
	Confirm willingness to consignment stocking	3
Total Score		100

B. Commercial Evaluation Criteria

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

NOTE - Evaluation and Comparison of Bids.

- a) The East African Portland Cement Company Ltd shall evaluate and compare Bids which have been determined to be substantially responsive. & only technical proposals of firms scoring a technical score of 70 percent 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.

SECTION VI - SCHEDULE OF REQUIREMENTS & PRICE SCHEDULE

Lot 1: Tyres for Trucks, Construction Plant & Heavy Equipment.

TYPE: Goodyear or Michelin or equivalent.

S/No	Size	Country of origin	Brand (good year , Michelin or equivalent)	Unit	Qty	Unit Price (Kes)	Total Cost (Kes)
1	1600R25			Pcs	12		
2	23.5R25			Pcs	8		
3	750R16			Pcs	8		
4	18R19.5			Pcs	4		
5	10R17.5			Pcs	4		
6	10R16.5			Pcs	4		
7	125X80R18			Pcs	8		
8	18.4X26			Pcs	4		
9	385X65R22.5			Pcs	8		
10	1100R20 + Tubes			Pcs	26		
11	24.00x 35			Pcs	8		
12	17.5X25			Pcs	4		
13	35/65R33			Pcs	8		
14	8.25/20LY			Pcs	4		
15	700/16LY			Pcs	4		
16	18/30LY			Pcs	4		
17	700/16PLY			Pcs	4		
18	12/24PLY			Pcs	4		
TOTAL SUM INCLUSIVE OF VAT KES)							

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GRAND SUMMARY

ITEM	AMOUNT – Kes
Tyres and Tubes for Trucks & Construction Plant	
Total	
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

NOTE:

Each bidder shall only be allowed to provide one quote/price for a specific item/lot that matches our requirements .

Bid with two or more price shall be considered none responsive.

SCHEDULE OF REQUIREMENTS

1. Delivery Programme

1.1 The awarded bidder shall deliver the required quantities as and when required through issuance of a Purchase Order.

1.2 The contract shall run for a period of twenty four calendar months.

1.3 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.

1.4 The awarded bidder will maintain consignment stocks for Tyres & Tubes at their warehouses and only deliver the required quantities when called upon to do so through an LPO.

1.5 Deliveries shall be made to the main Stores in Athi River or Kabini quarry as the case may be from where they shall be inspected and formally received. However, the supplier may be required from time to time to fit tyres and tubes at their premises.

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

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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 E mail

Nature of Business.....

Registration Certificate No.

Maximum value of business which you can handle at any one time – Kes.

Name of your bankers Branch

	<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full Age</p> <p>Nationality Country of origin</p> <ul style="list-style-type: none"> • Citizenship details • 																									
	<p>Part 2 (b) Partnership</p> <p>Given details of partners as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 30%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 25%;">Citizenship Details</th> <th style="width: 15%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</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>Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company-</p> <p>Nominal Kes.</p> <p>Issued Kes.</p>																									

Given details of all directors as follows			
Name	Nationality	Shares	Citizenship Details
1.....
2.....
3.....
4.....
5.....

Date Signature of Candidate

- If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration.

NB:

- a) Sample documents shall only be for use by the relevant parties (e.g. Banks) as guidelines to fulfill the requirements of the bid.
- b) Bidders are therefore encouraged to pass the sample documents to the relevant parties and avoid filling them on their own.

CONTRACT
FORM

THIS AGREEMENT is made the day of Two Thousand and Eleven BETWEEN THE EAST AFRICAN PORTLAND CEMENT COMPANY LTDLIMITED a limited liability company incorporated in the Republic of Kenya and of Post Office Box Number 20-00204, Athi River in the aforesaid republic (hereinafter called the “Employer” which expression shall where the context admits include its successors and assigns) of the one part and of Post Office Box Number, in the said republic (hereinafter called the “Supplier” which expression shall where the context admits include its successors and assigns) of the other part.

WHEREAS:

- A) The Employer has invited bids for Goods and anxillary Services viz Contract No. **EAPCC-142-OT-2018**, Supply of Tyres & Tubes

- B) The Employer has by a Letter of Acceptance dated the accepted a bid by the Supplier for the supply of computers.

NOW THIS AGREEMENT WITNESSESTH as follows:

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

 - 2. The following documents shall be deemed to form and be read and construed as part of this Agreement; viz.:
- (a) The Form of Agreement;
 - (b) The Letter of Acceptance;
 - (c) The said Bidder and Appendix;
 - (d) Special Conditions of Contract;
 - (e) The Conditions of Contract;
 - (f) General Conditions of Contract;
 - (g) The Technical Specifications;
 - (h) The Priced Bill of Quantities (Schedule of Prices);
 - (i) Purchaser’s notification of award;
 - (j) The Schedules of Supplementary Information and
 - (k) Any other documents forming part of the Contract

3. This contract shall prevail over all other contract documents. In the event of any discrepancy or inconsistency within the contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payment to be made by the Employer to the Supplier as hereinafter mentioned the Supplier hereby covenants with the Employer to provide the goods and services and to remedy defects thereto in conformity in all respects with the provisions of the Contract.
5. The Employer 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 their respective Common Seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

Sealed with the common seal of)
 THE EAST AFRICAN PORTLAND)
 CEMENT COMPANY LIMITED)
 in the presence of: -)
)
)
)
)
 MANAGING DIRECTOR)
)
)
)
 COMPANY SECRETARY)
)

Sealed with the common seal of)
)
 in the presence of: -)
)
)
)
)
 DIRECTOR)
)
)
)
)
 DIRECTOR)

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 Contract 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]

FORM OF WRITTEN POWER OF ATTORNEY

The bidder shall state here below the name(s) and address of his representative(s) who is/are authorized to receive correspondence in connection with the bid.

.....
(Name of the Bidder's Representative in block letters)

.....
(Address of Bidder's Representative)

.....
(Representative's Signature)

FORM OF BID
SECURITY

(Note: The Bidder shall provide bank Security of this format.). WHEREAS [Name of bidder]
.....
...
.....
...

(Here in after called “the Bidder) has submitted his bid datedfor the “Bid for supply, delivery of tyres & tubes Enquiry No. EAPCC/OT/142/2018 at East African Portland Cement Company Limited Hereinafter called “the Bid”

KNOW ALL MEN by these presents that we [Name and address of Bank]..... of [Name of country]
.....
....

Having our registered offices at (Hereinafter called the bank) are bound unto the Managing Director, EAPCC Co Limited (hereinafter called “the Employer”) in the sum of (In words Kes.).....

..... (In figures).....for which payment shall be well and truly made to the said Employer the Bank bids itself, its successors and assigns by these presents.

SEALED with the common seal of the said Bank this day of

20..... THE CONDITIONS of this obligation are:-

1. If the bidder withdraws his 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 the acceptance of his bid by the Employer during the period of Bid validity,
 - (i) Fails or refuses to execute the form of Agreement in accordance with the instructions to Bidders when required or

(ii) Fails or refuses to furnish the Performance Security, in accordance with the instructions to bidders;

We undertake to pay the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him (employer) is due to him (employer) owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This security shall remain in force up to and including thirty (30) days after the date of expiration of the bid validity, as stated in the instructions to Bidders.

At the request of the employer, the bid validity period may be extended by mutual agreement between the employer and the bidder and we undertake to extend the validity of this surety accordingly without you having to inform us of such an extension of the bid

validity period if within this period the bidder has been notified of the acceptance of his bid. This surety shall remain valid up to the time the contact agreement has been executed.

SIGNATURE AND SEAL OF THE BANK.....

SIGNATURE OF THE WITNESS.....

NAME OF THE WITNESS.....

ADDRESS OF THE WITNESS.....

MANUFACTURER AUTHORIZATION FORM.

To [name of the Procuring entity]

WHEREAS [name of the manufacturer] who are established and reputable manufacturers of [name and/or description of the goods] having factories at [address of factory] do hereby authorize [name and address of Agent] to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. [reference of the Tender] for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

[signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent.

