



East African Portland
Cement Co. Ltd

Holding Life Together

OPEN NATIONAL
TENDER

No. EAPCC/157/OT/2018

JOINT VENTURE IN SPORTS AND
INFRASTRUCTURE DEVELOPMENT

MAY, 2018

ISSUE DATE15 May 2018

CLOSING DATE31st May 2018

CLOSING TIME12 Noon

SECTION I – INVITATION TO BID

Tender No. EAPCC/OT/157/2018 – Joint Venture in Sports and Infrastructure Development

- 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 **Joint Venture in Sports and Infrastructure Development** 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: 254-0709 855 000** so as to be received on or before Thursday , May 31st 2018 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 one hundred and eighty (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 Boardroom.
- 1.6 All bids shall be accompanied by a bid security from the bank of not less than Kes 500,000/= (Kenya Shillings Five Hundred Thousand) only
- 1.7 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. 254-0709 855 000

E-mail: info@eapcc.co.ke

Website: www.eastafricanportland.com

FORM OF BID

This form shall be enclosed in envelop B and marked FINANCIAL PROPOSAL

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

Gentlemen:

Having examined the bidding documents including Addenda Nos..... [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Joint Venture in Sports and Infrastructure Development** and in conformity with the said bidding document for the sum of (indicate amount and currency)

.....
.....

(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 works in accordance with the delivery schedule specified in the Schedule if our bid is accepted.

We agree to abide by this Bid for a period of ninety (120) 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 500,000/= (Kenya Shillings Five Hundred thousand) is enclosed with this bid. The bid security is valid for at least 120 days from the date of 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 _____ 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

INSTRUCTIONS TO BIDDERS

1.0 INTRODUCTION

The East African Portland Cement Company Ltd, one of the leading Cement manufacturing Companies in Kenya, invites sealed bids from eligible candidates for **Joint Venture in Sports and Infrastructure Development**. The detailed breakdown of the requirements can be obtained in the schedule of requirements/price schedule Stipulated in this bid document

2.0 DEFINITIONS

- (a) “Employer” means East African Portland Cement Company Limited (The Employer) represented by the Managing Director.
- (b) “Bidder” means any eligible firm or company submitting a Bid in accordance with the instructions, conditions and specifications as set out in this Bid document.
- (c) “Prospective Bidder” means any firm or company, which has purchased or issued with a bid document.
- (d) “Bid Notice” means the published bid advertisement.
- (e) “Deadline for submission of bids” means the time and date specified in the bid notice or as amended as per clause 16.
- (f) “Financial submission” has been used synonymously with “Commercial submission” and is used to remove any ambiguity and ensure clarity of intention.

3.0 SCOPE

The scope of the bid shall be as specified in the Scope of Supplies and Services under Section (B) of this Bid Document.

4.0 COMPLIANCE WITH EMPLOYER’S

The Bidder must comply fully with the requirements of this Bid Document in order for its bid to be retained for evaluation. A Bidder may not submit more than one bid.

- 4.1 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 Bidder’s risk and may result in the rejection of its bid.

For the purposes of this clause, a substantially responsive bid is one, which conforms to all terms, conditions and specifications of the bid documents without material deviation or reservation.

5.0 BIDDER ELIGIBILITY

- 5.1 This invitation to bid is open to all firms who are technology holders or agents for this project. Agents SHALL provide a letter from the principal technology holder authorizing the agency. Firms shall be allowed to bid for this project either on their own or under a consortium. Bidders are expected to demonstrate capacity to undertake this project by demonstrating previous related projects .

5.2 The Bidder shall provide Tax Compliance Certificate from their respective tax authority and proof of financial stability by providing copies of the last 2 years audited accounts. The Tax Compliance Certificate must be in English Language.

5.3 Bidders who meet the eligibility evaluation criteria as stipulated in Clause 20.6 will be retained for technical evaluation. The Bidders who do not meet the eligibility evaluation criteria shall be informed accordingly in writing and will not be evaluated further.

6.0 COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of Its Bid.

7.0 CONFIDENTIALITY

All recipients of this bid document, whether or not they submit a bid, shall treat the content as private and confidential. The documents are the copyright of the Employer. All bids and accompanying documents will be treated in the strictest confidence and no information shall be disclosed to any person who is not part of the bid process.

8.0 SITE VISIT

The Bidder shall at its own expense visit the plant site for detail understanding of the client and obtain for itself all information which is deemed necessary to enable it to submit a fully comprehensive and sufficient bid. Site visit shall be mandatory. No claims whatsoever will be entertained arising out of the Bidder's failure to study local conditions, specifications, drawings, documents, existing facilities etc. or to obtain additional information.

For setting up site visits, contact the following:

Mr. Jonathan Kulei Tel. (office): **254-0709 855 000** Mobile: +254 722689441
E-mail: jonathan.kulei@eapcc.co.ke

9.0 CLARIFICATION OF BID DOCUMENT

Any request by a Bidder for clarification or for additional information shall be submitted to the Employer either in writing or via e-mail or facsimile. Such request shall be addressed to the Supply Chain Manager, Mr. Ngala Oloiptip, at the following address:

East African Portland Cement Co Ltd
P.O. Box 20, - 00204,
Athi River,
Kenya
Tel. (office): **254-0709 855 000**
[E-mail: ngala.oloiptip@eapcc.co.ke](mailto:ngala.oloiptip@eapcc.co.ke)

The Employer will respond to requests received no later than four days before deadline for submission of bids. Such response shall be either in writing or via e-mail or facsimile as may be appropriate. Copies of the Employer's response including the query (but without identifying the source) will be sent to all prospective Bidders.

All clarifications required by bidders must reach the Employer at least 4 days before the close of the bid.

10.0 AMENDMENT TO BID DOCUMENT

At any time prior to the deadline for submission of bids the Employer for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bid document by issuing Addenda. Such Addenda will be circulated to all Bidders in writing or by facsimile/e-mail, not later than three (3) days before the closing date and will be binding on them. The Bidder must promptly confirm in writing to the Employer receipt of such Addenda.

11.0 The bid security shall be **Kes.500, 000.00** from a reputable bank in Kenya. **Insurance Bid Bonds shall not be accepted. If a bidder issues Insurance they shall be disqualified.**

12.0 CURRENCIES

12.1 All prices for the imported part of the project may be in Kenya Shillings or any other easily convertible foreign currency acceptable in international trade. They shall be inclusive of all taxes or duties payable inside and out of Kenya and necessary transportation to site - Athi River factory.

The prices for the total project cost shall form the basis of the contract.

12.2 To enable the employer fully appreciate overall project cost, the bidder is expected to provide the project cost for both offshore and local portion with all the weights for both portions.

12.3 For the purpose of the Employer's evaluation of the bids, all prices will be converted into Kenya shillings using the mean rate quoted by the Central Bank of Kenya as at close of business on the deadline date of Submission of the bids

13.0 BID PRICE

13.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices and total Bid price

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

13.3 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

13.4 The validity period of the Bid shall be 180 days from the date of opening of the Bid.

13.5 Quoted price shall be in Ksh. And inclusive of all taxes

14 BID

- 15.1 All documents and correspondence relating to the bid shall be in the English language.
- 15.2 All dimensions and other numerical data shall be given in the International Standard Organization (ISO) system.
- 15.3 The bid shall comprise the following documents:
 - 15.3.1 Bid Security as defined in Clause 11.0. This is a requirement and failure to provide the Bid security shall result in disqualification.
 - 15.3.2 Bidder's eligibility documents as per Clause 5.0 and include:
 - a) Similar projects carried out in the last five years
 - b) Contact references for such projects
 - c) Conformity to other requirements as stipulated in Clause 20.5.
 - 15.3.3 Bidder's documents as stipulated in clause 20.6
 - 15.3.4 Technical information, specifications and design criteria including, but Not limited to the following:
 - (a) Project description
 - .
 - (g) Occupation Health and Safety Policy

Safety and Health:

The winning bidder shall:

- i. Develop a Safety Management Plan in liaison with the employer prior to the commencement of work. The safety management plan must include the following; Safety Induction and Hazard Identification, Risk Assessment and Risk Control measures.
- ii. Comply with all applicable Safety, Health and Environment regulations and the company's SHE management system.
- iii. Take care for the safety and Health of all persons entitled to be on the Site,
- iv. use reasonable efforts to keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons,

Environment

- i. The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.
- ii. The Contractor shall ensure that emissions, surface discharges and effluent from the Contractor's activities shall not exceed the values prescribed by applicable Environmental Laws
- iii. The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel.
- iv. Superintendence shall be given by a sufficient number of persons having adequate knowledge of English and of the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents), for the satisfactory and safe execution of the Works.

The principal or main Bidder shall not delegate occupational safety and health responsibilities to others through the conditions of contract

15.3.5 Commercial conditions of the bid including, but not limited to the following:

- (a) Duly completed Form of Bid as included in the annexure
- (b) Price and weight breakdown as per clause 13.3
- (c) Proposed terms and conditions of payment including the Conditions of Particular Application listed in the "Appendix to form of bid" forming part of the annexure. The Bidder shall fill the information required in the form.
- (d) Duration of bidder to complete the works.

15.4 All documents listed above shall be submitted in two hard copies

Note: - It is the responsibility of the Bidder to ensure that the bid is correct and fully reflects the prospective Bidder's intentions. In the event of obvious errors being discovered, the Employer shall refer such errors to the Bidder for clarification. The Employer shall not be bound to accept any responsibility or increase in costs that may result from such errors.

15 SUBMISSION OF BIDS

15.4 Completed Bid documents shall be enclosed in a plain sealed envelope marked with the Bid reference number and deposited in the Bid 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 **254-0709 855 000** so as to be received on or before 12.00 noon Thursday 31, May 2018. Bidders may send their bids by post but shall ensure they are received by the Procurement Manager before the day and time of bid submission indicated in this IFB. No bid submission shall be allowed electronically (via email)

15.5 The bid must be delivered before the deadline for submission of bids as stipulated in the bid notice or as amended as per clause 16.3.

15.6 The Employer may, at his discretion, extend the deadline for the submission of bids through the issue of an Addendum in accordance with Clause 10.0

15.7 Any bid received by the Employer after the deadline for submission of bid will be returned to the Bidder unopened.

16 FORMAT OF SUBMISSION OF BIDS

17.1 The outer envelope as described under Clause 16.1 shall contain two envelopes - Envelope A and Envelope B.

17.2 Envelope A shall be clearly marked "Envelope A – Technical Submission" and shall contain the documents listed in Clauses 15.3.1, 15.3.2, 15.3.3 and 15.3.4

Note: - It shall not contain any indication of the bid price or of any other commercial terms and conditions. If there is any indication of commercial terms in the envelope A the bid will be rejected by the employer and it shall be returned to the bidder.

Envelope B shall be clearly marked "Envelope B – Financial Submission" and shall contain the documents listed in Clause 15.3.5.

17.2 Both envelopes A and B shall be sealed, bear the name and address of the Bidder, be addressed to the Employer at the address provided in the Bid Notice, bear the name and identification number of the Bid as given in the Bid Notice.

17.4 A Bidder may modify its bid before the deadline for submission of bids. Such bid modifications shall be prepared, sealed, marked and delivered in accordance with Clauses 16.0, 17.1, 17.2 and 17.3 but with outer and inner envelopes additionally marked – **Joint Venture in Sports and Infrastructure Development**

17 WITHDRAWAL OF BIDS

- 18.1 A Bidder may withdraw its bid before the deadline for submission of bids by submitting a notice of withdrawal to the Employer. Such withdrawal notice shall be addressed and delivered to the Managing Director before the deadline for submission of bids.
- 18.2 No bid may be withdrawn in the interval between the deadline for submission of bids and the period of bid validity specified in the Form of Bid. Withdrawal of a bid during this interval will result in the forfeiture of the Bid Security.
- 18.3 After the expiry of the bid validity period specified in the Form of Bid, the Bidder may withdraw its bid without risk of forfeiture of the Bid Security if the Bidder
- (a) Has not received notice of the award of the Contract or
 - (b) Does not intend to conform to a request by the Employer to extend the period of bid validity.

18 BID OPENING

- 19.1 The Employer will open the bids in the presence of the Bidders' representatives who choose to attend at the time and location specified in the bid notice. The Bidders' representatives who are present shall sign a register evidencing their attendance. The Employer shall prepare minutes of the bid opening including the information disclosed to those present.
- 19.2 The outer Envelope of each bid will be opened first and the names of the corresponding Bidder announced and recorded along with confirmation of the presence of Envelopes A and B. Bids that do not conform to the two envelope format shall be recorded as such and returned to the Bidder.
- 19.3 Bids for which withdrawal notice has been received will be announced and recorded as such and Envelopes A and B shall be returned to the Bidder unopened.
- 19.4 Envelopes A (original and modification if any) will then be opened to establish the presence of the Bid Security whose value and validity will be announced. Envelope B (original and modification if any) will be kept unopened pending evaluation of the content of Envelope A as per Clause 20.4.
- 19.5 Bids not opened and read out at the bid opening shall not be considered further for evaluation, irrespective of the circumstances.

19 BID EVALUATION

- 20.1 After the public opening of bids, information relating to the examination, Clarification, evaluation and comparisons of bids and recommendations concerning the award of Contract shall not be disclosed to Bidder's or other persons not officially concerned with such process until the award of Contract is announced.
- 20.2 Any effort by a Bidder to influence the Employer in the process of examination, evaluation and comparison of bids and decisions concerning award of Contract may result in the rejection of the Bidder's bid.

- 20.3 To assist in the examination, evaluation and comparison of bids, the Employer may ask Bidder's individually for clarification of their bids. The request for clarification and the response shall be via e-mail or facsimile and confirmed in writing, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by the employer during the evaluation of the bids.
- 20.4 The evaluation will be carried out in four phases. First the preliminary evaluation will be carried out to determine the Bidder's eligibility followed by evaluation of detailed evaluation of the technical and commercial submissions will then follow as stipulated in Clauses 20.7, 20.8 and 20.9.
- 20.5 The evaluation for Bid eligibility shall be carried out as its capacity to undertake the works as specified in the evaluation criteria
- 20.6 The evaluation for the bid shall be carried out as stipulated in clause 5.0 and shall comprise of the following;
- 20.6.1 Provision of the Tax compliance certificate
 - 20.6.2 Submission of two years audited accounts.
 - 20.6.3 Conformity of the Bid Security with stipulations of Clause 11.0.
 - 20.6.4 Signing of the Bid by the person lawfully authorized to do so (MUST be accompanied by power of attorney as proof)
 - 20.6.5 Submission of the Bid in two copies.
 - 20.6.6 The Bid is valid for a period of no less than 120 days from the date of submission of bid.
- 20.7 Bidders who meet all the eligibility and evaluation criteria will be retained for technical evaluation. The Bidders who do not pass the eligibility and evaluation criteria shall be informed accordingly in writing and envelope B of their bid returned to them un-opened.
- 20.8 The technical evaluation shall determine the Technical responsiveness as measured by the following key criteria;
- 20.8.1 Level of compliance with the Employer's requirements to achieve the expected performance as stipulated under section B of this document and of clause 15.3.4.
 - 20.8.2 Clarity and effectiveness of site execution organization and division of responsibility

Note: - Prior to confirmation of technical qualification of a bid, if a visit to the Bidder's facility may be required; the employer shall bear the cost of the visit.

- 20.9 The Bidders whose bid does not meet the technical evaluation criteria shall be informed accordingly in writing and envelope B of their bid returned to them un-opened. Bidders, whose technical submissions meet the evaluation criteria and may choose to attend, will be informed of the date, time and place of opening of envelopes B. At the opening of envelopes B, the bid price specified on the "Form of Bid" shall be announced. Signature of attendance register and minutes taking shall be as for the bid opening as stated in Clause 19.1.

20.10 The bidders whose bids shall have passed technical evaluation shall proceed to the commercial evaluation which shall be based on the following key criteria:

20.10.1 Validity and feasibility of all prices as determined by comparison between the various bids

20.10.2 Total bided price of the project

20.10.3 Conditions of price (firm and fixed for the total duration of the project)

20.10 Delivery period

20.11 The formulae for determining the financial score (SF) unless an alternative formula is indicated in the appendix to the information to tenderers shall be as follows:

$S_f = 100 \times F_m/F$ where;

S_f Is the financial score

F_m Is the lowest fees quoted and

F Is the fees of the proposal under consideration.

The lowest fees quoted will be allocated the maximum score of 100

The bidder achieving the highest financial score will be invited for negotiations.

20 AWARD OF CONTRACT

20.12 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the Employer's action.

20.13 The Employer will award the Contract to the lowest evaluated bidder.

20.14 Prior to the expiry of the bid validity period, the Employer will notify the successful Bidder via e-mail or facsimile and confirm in writing by registered letter that his bid has been accepted.

This letter (hereinafter and in all Contract documents called "Letter of Acceptance") shall state the sum (hereinafter and in all Contract documents called "the Contract Price") which the Employer will pay to the Bidder in consideration of the execution and completion of the Works as prescribed by the Contract.

Simultaneously with the issuance of the "Letter of Acceptance", the unsuccessful Bidders will be notified by the Employer in writing that their bids have been unsuccessful. Subsequently their bid securities shall be returned as promptly as possible.

20.15 The notification of award shall constitute the formation of a contract between the parties. Such Contract shall be confirmed through a Contract document incorporating all agreements between the parties and signed by the duly authorized representative of the Employer and the successful Bidder. This shall be done before the expiry of the bid validity period.

20.16 Within seven (7) days from receipt of the notification of award from the Employer, the successful Bidder shall furnish the Employer with a Performance Security in the amount of 10% of the Contract Price.

21 Corrupt or Fraudulent Practices

21.4 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.

21.4.1 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.

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

21.5 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 Asset Disposal Act, 2015.

PART B. –SCOPE OF WORK

Design, Build, Finance, Operate and Maintain (DBFOM) Blue Triangle Den Stadium

1 Project Overview

The partnership is envisaged to result into the ‘**Blue Triangle**’ Stadium and Sports .

When complete, the Blue Triangle Stadium will bring a ‘fans-first’ experience in sports viewing and entertainment to the EAPCC/Athi river community. The Stadium will also have the capability to host major events consistent with requirements for national and international soccer and rugby tournaments.

Situated on the outskirts of Nairobi City, the first phase of the Stadium to deliver terraces sitting 5,000 fans under roof provides a good drive and gate-away from the busy Nairobi city life with ample parking space and recreational facilities for revelers. It is centrally located about 30 km from the Nairobi central business district and is connected to both Machakos County and Kajiado County by road and rail (SGR).

2. Pre-Construction Site works (PCS Works).

This is meant to ensure delivery of the pre-phase of the standard playing pitch and the Sports Precinct ready to host KPL home matches.

It is proposed that most of the PCS Works to be undertaken by successful bidder, with the view to preparing the ground for the proper construction of the Stadium and the development of the surrounding Sports Precinct. The preparation of the ground includes using earth movers to level the playing pitch, applying of red soil and manure and planting and curing/watering of recommended grass for six months without interference.

The EAPCC will provide the pitch venues on ‘as is’ basis and existing relevant facilities as part of its contribution to the project.

The PCS works will center on saving the club costs of hiring pitches for training and hosting competitive matches and enhancing revenue streams through gate collections and other commercial activities. That means that works should deliver both pitches for training (the small one) and hosting competitive matches (the main pitch). On top of revenues from gate collection and commercial ventures on the pitch.

The works will also deliver camping facilities for the team during pre-match occasions to accommodate at least 25 players for at least two days preceding the home competitive matches.

Other features of the PCS Works include fitness facilities (gym, sauna & swimming), club house facilities (restaurant for food and drinks), short term accommodation for players on trial and residential quarters for team players on need be and availability basis. That will not

only cut off the team's operational costs but also ensure close monitoring and discipline of the players for maximum talent performance.

The above will however require minimum input since the facilities already exist and are in good usable condition.

In order to secure the main pitch during competitive matches to comply with FKF pitch requirements, the PCS Works will include reinforcing the existing perimeter wall round the playing ground by ringing it with a further one meter high strong sheet to act as advertising board for Blue Triangle Cement.

To keep off EAPCC staff from unauthorized access to the pitch during matches, a wire mesh fence will also be ringed round the pitch. The wire mesh ringing will also keep off fans from direct access to the playing ground during matches.

Also, the PCS will see the construction of at least two roofed terraces for home and away teams (Pax 5,000 seated), wash rooms (ladies and gents), changing rooms for both teams, first aid room, mini meeting room and a confectionary/soft drinks shop. Obviously to serve the fans attending matches.

In return, the PCS Works will see EAPCC exploit 50% of marketing opportunities on the pitch and at least 25% branding rights on team wear. Whereas the former will cover opportunities like pitch signage and direct customer experiential activations, the latter will include team short branding with Blue Triangle logo. The package will also allow EAPCC 100% stadium naming rights thus the **Blue Triangle Stadium** being the official name of the stadium.

EAPCC will also exploit various Corporate Social Responsibility (CSR) opportunities involving members of the current playing unit. EAPCC will also tap into direct activations and marketing opportunities.

Both mainstream media and social media will be at play to enhance EAPCC's visibility as an infrastructure partner with the country's oldest, most supported most successful, most revered and most ambitious football club.

3. Contracting Entity

The successful bidder will be undertaking operational activities such as securing events, promoting the Stadium, agreeing commercial access arrangements with hirers, branding and advertising and making any event and function arrangements (including in relation to ticketing, event and function staff, event and function crowd control and catering operations). These activities will be undertaken by the Stadium Manager who is to be appointed by the successful bidder before the stadium becomes operational

4. PCS Design and Construction

- 5,000 terraces and over 5,000 overlay non terraces non roof spaces;
- Top façade or roof to cover the 5,000 fans on terraces from rain and sun;
- Provisional lighting where applicable
- Three changing rooms for home and away teams and match officials;
- Existing fitness facilities and hospitality facilities for training and commercial exploitation respectively during match days and non-match days.
- Wash rooms both for female and male;
- Merchandise and confectionary shops (2)

5. DBFOM Project Objectives

- deliver a Stadium and Sports Precinct designed to meet the functional and technical

Requirements:

- cater for future users by adopting a ‘fans-first’ approach;
- enable cutting edge technology that caters for and accommodates future trends;
- create a world class playing surface and excellent support facilities for sporting teams, performers and media personnel;
- maximize year round use with events and functions that may not require the use of the playing surface; and
- take advantage of its spectacular views and central location;
- deliver a Stadium and Sports Precinct:
 - that is efficient, functional and distinctive and with an environmentally sustainable, whole of life approach to operations and maintenance; and
 - design and deliver a vibrant Stadium and Sports Precinct that acknowledges and capitalizes on the opportunity to activate the EAPCC/Athi River precincts, including through the development of experiences and activities outside of event days that encourages frequent, year round patronage of the Sports Precinct by bidder fan base and tourists alike.
 - provide an environment in which the Stadium and Sports Precinct can host as many events and functions as the market allows;

- provide and enhance a positive image of the Stadium and Sports Precinct, the EAPCC and the successful bidder , particularly to hirers, stadium users, potential stadium users and television audiences;
 - support and enhance the Stadium Managers’ ability to market and maximize the economic benefit and profitability, as well as the social benefit, of the Stadium and Sports Precinct;
- and
- ensure that the Club through successful bidder is not hindered in performing its respective obligations under each of its respective agreements with the EAPCC, and can perform such obligations to maximize efficiencies and outcomes for the parties.

6. Delivery Model

Whereas both parties will share aspects of the DBFOM package on negotiated basis, Successful bidder will assume responsibility of the Management (M) aspect- thus day-to-day management of the Stadium and Sports Precinct for the prescribed term of contract period agreed by both parties

7. Elements to be delivered

In summary, the Project undertakes to provide an excellent design and services delivery model thus delivering the Joint Venture partners objective of achieving **Value For Money VFM**.

8. Successful Bidder’s Rights at Expiry of the DBFOM

The Project Agreement will require EAPCC to maintain the partnership for the entire agreed period under the Joint Venture after which give Successful bidder a chance to negotiate for further extension of partnership by both parties

EVALUATION CRITERIA

A. MANDATORY REQUIREMENTS)

The following **MUST** be met notwithstanding other in the documents:

| S/No. | REQUIREMENT | Bidder's Response |
|-------|--|-------------------|
| MR 1 | Certified copy of Bidder's Incorporation Documents | |
| MR 2 | Provide certified copy of the company's current Certificate of Tax Compliance | |
| MR 3 | Submit a completed company's profile using the Confidential Business Questionnaire in annexure of this bid document | |
| MR4 | Deliver your bid in a plain sealed envelope in the manner prescribed in the letter of invitation to the Bidders | |
| MR 5 | <p>The bidder is required to visit site of the proposed works before bidding and to satisfy on matters or points which might affect its tender offer as No claims whatsoever will be entertained arising out of the Bidder's failure to study local conditions, specifications, drawings, documents, existing facilities etc or to obtain additional information Site Visit date23.05.2018 time 11.00 am.</p> <p>For site visits, contact the following:</p> <p>Mr. Jonathan Kulei Mobile : 0722689441</p> | |

B . TECHNICAL SCORE (T.S.)

Pass mark for technical evaluation is 70%. (49/70) .Only firms meeting the pass mark score will proceed to commercial evaluation

| # | Description | Score |
|---|--|-----------|
| 1 | Demonstrate the ability to mobilize finances for the development of the mega project – <i>attach certified Financial statements for 2015 and 2016</i> | 15 |
| 2 | Demonstrate existence of commercial plan for the facility to keep it viable covering the marketing, sales and CSR aspects - <i>attach proposed commercial plan</i> | 15 |
| 3 | Demonstrate ability to manage and maintain the facility during the period - <i>attach proposed facility management plan</i> | 15 |
| 4 | Have record in sports management or/and ability to mobilize captive sports audience. <i>attach reference letters from previous assignments</i> | 15 |
| 5 | Demonstrate ability to meet strict time lines – <i>attach proposed activity chart/maps</i> | 10 |
| | TOTAL | 70 |

C. COMMERCIAL SCORE (C.S.)

| # | Description | Score |
|---|-----------------------------------|-----------|
| 1 | Total Bided Price for the Project | 20 |
| 2 | Delivery Period | 10 |
| | TOTAL | 30 |

PRICE SCHEDULE (to be sent in a separate envelop marked “Financial Proposal)

| No. | Item Description (Activity) | Quantity | Unit Price (Ksh) | Total Price (Ksh) |
|-----|------------------------------|----------|------------------|-------------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| | VAT@16% | | | |
| | Total | | | |

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

Price Validity

Delivery Time (Mandatory).....

Tenderer’s Name.....Designation.....Signature.....Date.....

Witness’s Name..... Designation.....Signature.....Date.....

Company’s Seal/ Stamp.....

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

PROFILE OF THE COMPANY

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

(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 and date of registration (Attach certified copies of Incorporation documents, duly filed current annual return and any changes filed thereafter) | | |
| | 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. |
| b) | Provide a detailed organizational structure of your Company. |

PART V: BIDDER'S CLIENT BASE

The purpose of this section is to get a view of the number and profile of customers that the bidding organization has.

East African Portland Cement Company Ltd intends to contact these customers when checking references. You shall be expected to state any objections. Unless otherwise stated, you shall be deemed to have authorized EAPCC to contact these customers.

| | |
|----|---|
| 5) | <p>Please provide five references from your major clients where you have successfully carried out similar or comparable assignment (Attach documentary evidence from the referees).</p> <p><u>Company Name Turnover Address (Tel and email)</u></p> |
|----|---|

PART VI: VERIFICATION OF BUSINESS SUSTAINABILITY

| | | |
|----|---|---------------------|
| 6) | Attach certified audited financial statements for the last two (2) financial years (2011 and 2012). The supply of these financial statements shall be for your bid to be considered responsive. | |
| 7) | <p>Are you currently involved in any litigation or arbitration (or any other legal process which may result in legal or financial liability)?</p> <p>If yes, what is the financial exposure as a result of the litigation, arbitration or other legal process and on what basis has this financial exposure been calculated?</p> <p>If yes, what other exposure could result from the litigation, arbitration or other legal process and will this financial or other exposure materially prejudice the bidder's financial position or its ability to successfully and timely implement any contract which may be awarded to it pursuant to this bid?</p> | |
| 8) | Have you Ever: | |
| | Question | Response Yes/ No |
| | Forfeited any payment on a contract? | |
| | Been declared in default of a contract? | |
| | Negotiated the premature termination of a contract? | |
| | Had an uncompleted contract assigned to another solution provider? | |

PART VII: CERTIFICATION

| | |
|--|---|
| | <p>We do hereby certify that the above information is correct in all respects</p> <p>DATE:</p> <p>COMPANY SEAL:</p> <p>Witnessed by:</p> <p>Director</p> <p>Name: _____</p> <p>Signature: _____</p> <p>Director/Secretary:</p> <p>Name: _____</p> <p>Signature: _____</p> |
|--|---|

Site visit Certificate

Tender N°: _____ for _____

From; ADMINISTRATION MANAGER

To: MANAGING DIRECTOR
East African Portland Cement Co. Ltd

Date: _____

This is to confirm

(name of
tenderer) _____

Visited the site towards submitting the above stated tender.

For: East African Portland Cement Co. Ltd

Name: _____
Administration Manager or his designate

Sign: _____

Stamp: _____

NB: the completed site visit form shall form part of the bid document and shall be considered during evaluation

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)