



East African Portland  
Cement Co. Ltd

*Holding Life Together*

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**TENDER NO.EAPCC/RFP/115/2016**

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PROVISION OF PUBLIC  
RELATIONS AND  
INTEGRATED MARKETING  
AGENCY SERVICES

**NOVEMBER,  
2016**

**CLOSING DATE .....21<sup>st</sup> NOVEMBER, 2016**

**CLOSING TIME .....12.00 Noon**

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## SECTION I – INVITATION TO BID

### PROVISION OF PUBLIC RELATIONS AND INTEGRATED MARKETING AGENCY SERVICES

- 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 **Provision of Public Relations and Integrated Marketing Agency Services**. 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 Wednesdays except during lunch time from 13:00 to 14:00 hours and public holidays.).
- 1.3 Completed Bid documents are to be enclosed in plain sealed envelopes marked with Bid reference number and be deposited in the Bid Box located at the Customer Care office next the main entrance, East African Portland Cement Company Ltd, Off Namanga Road, Athi River, **P O Box 20-00204, Athi River, Kenya; Tel: 254-045-6622777/6620627, 020-3915000** so as to be received on or before Monday 21<sup>st</sup> November, 2016 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 the entire contract period.
- 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/=** (five hundred thousand Kenya shillings 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. 254-045-6622777/6620627**  
**E-mail: [info@eapcc.co.ke](mailto:info@eapcc.co.ke)**  
**Website: [www.eastafricanportland.com](http://www.eastafricanportland.com)**

**FORM OF BID**

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

Gentlemen:

Having examined the bidding documents including Addenda Nos..... *[Insert Numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer **Provision of Public Relations and Integrated Marketing Agency Services** and in conformity with the said bidding document for the sum of

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

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

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

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

We agree to abide by this Bid for the entire contract period 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/= (five hundred thousand shillings only), is enclosed with this Bid **or (Specify currency)**. 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.

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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 \_\_\_\_\_ 2016

(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**

\_\_\_\_\_

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

### **2.1 Eligible Bidders**

- 2.1.1 This Invitation for Bids is open to all eligible Bidders as described in the Invitation to Bid. Successful Bidders shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the Bid.
- 2.1.3 Bidders shall provide the qualification information statement that the Bidder (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for Bids.
- 2.1.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

### **2.2 Eligible Goods**

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the Bidder.

### **2.3 Cost of Bidding**

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

### **2.4 The Bid Document**

- 2.4.1 The Bid document comprises the documents:
  - (i) Instructions to Bidders
  - (ii) Schedule of requirements

- (iii) Bid Form and Price Schedules
- (iv) Bid Security Form
- (v) Performance Security Form
- (vi) Confidential Business Questionnaire

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

## 2.5 Clarification of Documents

2.5.2 A prospective Bidder requiring any clarification of the Bid document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Bid. The Procuring entity will respond in writing to any request for clarification of the Bid documents, which it receives not later than three (3) days prior to the deadline for the submission of Bids, Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders that have received the Bid document.

These clarifications may be sent to:

**Ngala Oloiptip**  
**Supply Chain Manger**  
**The East African Portland Cement Company Ltd**  
**Off Namanga Road,**  
**P O Box 20-00204**  
**Athi River, Kenya.**  
**Tel. 254-045-6622777/6620627**  
**Email: [ngala.oloiptip@eapcc.co.ke](mailto:ngala.oloiptip@eapcc.co.ke), [catherine.otido@eapcc.co.ke](mailto:catherine.otido@eapcc.co.ke)**

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

## 2.6 Amendment of Documents

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

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

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

**2.7 Language of Bid**

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

**2.8 Documents Comprising of Bid**

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

- a) A Bid Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- b) documentary evidence established in accordance with 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

2.10.2 Prices indicated on the Price Schedule shall clearly show if the prices are inclusive or exclusive of taxes, insurances costs for delivery to the premises of the procuring entity.

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



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

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

## **2.11 Bid Currencies**

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

## **2.12 Bidders Eligibility and Qualifications**

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

2.12.2 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 the Bidder has the financial, technical, and production capability necessary to perform the contract;
- (b) That, in the case of a Bidder not operating within Kenya, the Bidder is or will be (if awarded the contract) represented by an Agent in Kenya or provide prove that contract performance will not be affected, disruption will lead to penalties equivalent to the loss realized by the procuring entity.

## **2.13 Goods Eligibility and Conformity to Bid Documents**

2.13.1 Pursuant to paragraph 2.2 of this section, the Bidder shall furnish, as part of its Bid documents establishing the eligibility and conformity to the Bid document.

2.13.2 The documentary evidence that the bidder the capacity to perform the said contract

- (a) a detailed description of the essential technical and performance characteristic of the goods;

## **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.

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- 2.14.2 The Bid security shall be from a reputable bank of not less than KES 500, 000/= (Five hundred thousand Kenya Shillings) only or an equivalent amount in any other eligible currency
- 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 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.
- 2.14.5 Any Bid not secured in accordance with paragraph 2.14.2 and 2.14.4 will be rejected on bases of non responsive, pursuant to paragraph 2.22
- 2.14.6 Bid security(s) of unsuccessful bidders will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of Bid validity prescribed by the Procuring entity.
- 2.14.7 Bid security(s) of successful bidders will be discharged upon 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 as 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 and treated 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.

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## 2.16 Format and Signing of Bid

- 2.16.1 The bidding entity shall prepare two copies of the Bid, clearly marking each “ORIGINAL BID” and “COPY OF BID,” as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.16.2 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(s) duly authorized to bind the Bidder to a contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Bid. All pages of the Bid, except for 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

- 2.17.1 The Tenderer's shall submit proposals of both Technical and – Commercial envelope (combined). **This is a one envelop tender where prices will be read out during the tender opening on the date stated in this document.**

### **Technical**

- The technical documents shall comprise technical specifications as follows: - Tenderers profile, Bid Bond/Tender security, Certified Audited accounts, and the confidential business questionnaire.

### **Commercial**

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

- 2.17.2 The envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late or the bidder does not make it to the next stage of commercial evaluation.
- 2.17.3 If the outer envelope is not sealed and marked as stipulated in clause 2.17 the Procuring Entity will assume no responsibility for the Bid's misplacement or premature opening.
- 2.17.4 The envelopes shall bear the tender number and addressed as indicated below:

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**TENDER No: EAPCC/RFP/115/2016; PROVISION OF PUBLIC RELATIONS AND INTERGRATED MARKETING AGENCY SERVICES. DO NOT OPEN BEFORE; 21<sup>st</sup> NOVEMBER, 2016 AT 12:00 NOON.**

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**ADDRESSED TO:**

**THE HEAD OF SUPPLY CHAIN  
EAST AFRICAN PORTLAND CEMENT COMPANY LTD  
P.O. BOX 20 -00204  
ATHI RIVER –KENYA**

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

**2.18 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 – **Monday, 21<sup>st</sup> November, 2016.**

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 entity 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 no 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 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.

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## **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 the said time and location specified in the Bid document.

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.

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

### **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.

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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**

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

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

### **(b) Award Criteria**

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

2.27.4 Awards shall not be subject to appeals

### **(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 at any time prior to contract award, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder 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.

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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 detailing contract format.

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 seven (7) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring entity.

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

## **2.30 Performance Security**

2.30.1 Within seven (7) 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



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Procuring entity, and includes collusive practice among Bidder (prior to or after Bid submission) designed to establish

- (iii) Bid prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;
- (iv) ‘Collusive Practice’ means a scheme of arrangement between two or more bidders, with or without the knowledge of the Company, designed to establish bid prices at artificial, noncompetitive levels, and
- (iv) ‘Coercive Practice’ means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or effect the execution of a contract.

2.31.2 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 EAPCC future procurements.

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## **SECTION III-SCHEDULE OF REQUIREMENTS AND OTHER DETAILS**

### **General Information**

For more than 70 years, east African Portland cement company (EAPCC) has been one of the leading cement manufacturers. The organization – which was incorporated in Kenya in 1933 – is governed by the companies act, CAP 486 and the state corporation Act, CAP 446.

EAPCC's flagship brand – Blue Triangle Cement is well known all over as a symbol of quality and reliability.

EAPCC intends to hire services of a Public Relations firm to help enhance and promote the company's image.

### **SPECIAL CONDITIONS AND TERMS OF REFERENCE (TOR)**

#### **3.0 BACKGROUND INFORMATION**

East African Portland Cement Company Limited is a leading manufacturer of quality cement in East and Central Africa. The company has been operating for the last Eighty Two (82) years making it the oldest with the most experience among others of its kind in the region. Having been the lifeline of the national construction industry, the company has played a central role the building of our nation and the region.

Located in Athi River in the outskirts of Nairobi City, EAPCC is committed to providing quality cement and innovative cement products that consistently meet and exceeds the quality and value expectations of its customers and delivered to all its stake holders.

The Company endeavors to ensure maximum satisfaction of all its stakeholders through;

- a) Providing quality products by using carefully and scientifically selected raw materials, state of the art equipment & methods, and, maintaining a motivated and highly satisfied workforce.
- b) Respectful treatment of all stakeholders within and outside the company premises to maintain good relations with them
- c) Quick response to all stakeholder queries and fast response to all their requests like cement orders and payment to suppliers
- d) Ensuring the safety and security of all stakeholders within and around the company premises.

The company is committed to the use of the standards ISO 9001:2008 to support the production and delivery of quality products that deliver value to its customers and stakeholders.

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### **3.1 OBJECTIVES OF THE ASSIGNMENT**

Ensure the agency assists the company achieve its well stipulated business objectives in a unified communications and marketing strategy.

### **3.2 SCOPE OF THE WORK / TERMS OF REFERENCE**

1. Develop and implement an organization-wide integrated marketing communications strategy.
2. Build and maintain EAPCC's reputation through proper media channels and relationship management.
3. Raise the public profile of EAPCC nationally with identified audiences.  
Create, produce and copy write advertisements for electronic, digital and print media
4. Digital Communications management
5. Manage media planning buying
6. Event planning and management
7. Develop and produce all collateral material for marketing and promotions
8. Commission an independent Ad Track Audit at the beginning and the end of the assignment to determine Brand Affinity.

### **3.3 CONFIDENTIALITY**

The information collected and the resulting findings shall be the property of EAPCC and shall not be divulged to any third party without express permission of the organization.

### **3.4 TIMING**

The time frame for the project shall be 24 months. The Consultant shall prepare an agreeable timetable/ schedule of the assignment.

### **3.5 DELIVERABLES**

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The deliverables for the assignment will include:

3.5.1 Preliminary reports which will include among other things:

- A detailed time bound work plan for carrying out the project, identifying the roles to be carried out by different staff and the different phases of the plan.
- Marketing, PR and Communication Strategy – within one month of the assignment.
- Design kit and detailed countrywide activity plans within six weeks after commencement of the assignment.
- Report of market research undertaken to determine brand value and recognition.
- Original versions of all advertisements (electronic and print media) developed by the Consultant in soft and hard copy. The advertisements shall be the property of EAPCC.
- Promotional materials such as brochures, posters and banners.

3.5.2 The Consultant is expected to submit the following reports:

- A monthly report on progress of the assignment.

Quarterly progress reports once the advertising campaign has started, detailing the work undertaken, results achieved and a budget comparison against plans.

- The final report:

The final report containing all deliverables shall be submitted in hard and soft copy. The hard copy will be printed and properly bound (book style) whilst the soft copy will be submitted in MS Word on a CD ROM, or flash disk.

Facilitation:

EAPCC will:

- Facilitate access to documents related to previous promotional activities by the Fund to the winning consultant.
- Provide meeting venue for progress reporting.
- Facilitate Stakeholders' meetings.
- Assign a Fund Officer(s) who will act as a counterpart staff for the coordination between the winning Consultant and EAPCC.

### **3.6 TERMS OF PAYMENTS**

- 3.6.1 The terms of payment shall be quarterly within 30 days after submission of an invoice against certified deliverables.
- 3.6.2 All third party costs must be within the market rates.
- 3.6.3 The Consultant must seek formal approval from the Fund before incurring any third party costs that will be payable by the Fund.

### **3.7 EVALUATION CRITERIA**

#### **(a) Preliminary/Mandatory Evaluation of open proposals**

##### **I) Preliminary Evaluation**

1. The proposal has been submitted in the required format as per the invitation and proposal instructions;
2. The proposal has been signed by the person lawfully authorized to do so;
3. The required number of copies of the proposals have been submitted as per the invitation and proposal instructions;
4. The proposal is valid for the period required as per the proposals instructions.

##### **II) Mandatory Evaluation**

Proposals will be evaluated on the basis of their responsiveness to mandatory requirements as listed below:

1. Certificate of incorporation
2. List of Directors with respective shareholding and details of citizenship
3. Valid Tax Compliance Certificate
4. Current membership to a relevant professional body
5. Audited Accounts for the last two years (within 2014 and 2015)

**Proposals which do not satisfy all the above requirements shall be rejected.**

#### **b) Technical Evaluation – 100%**

Technical evaluation for firms that qualify at the mandatory evaluation stage shall be done out of 100%. The pass mark will be 70 %. **Any proposal that fails to achieve this shall be rejected.** The firms shall be evaluated on a scoring matrix as shown below:-

NO	CRITERIA	Sub-totals	Max scores
1	Firm's Experience		
A	General experience and understanding of the assignment by the agency / firm.	15	35
B	Experience and performance based on five corporate Clients of similar size and complexity. Provide details of assignments handled and five recommendation letters from the said clients ( 4 points each)	20	
2	Financial Ability		
A	<p><b>Credit facilities with Media Houses</b></p> <p>The agency must show proof of good record in payment and credit levels and facilities with all the major media houses including but not limited to those managed by: Nation Group; Standard Group; Kenya Broadcasting Corporation; Radio Africa; Capital Group and Royal Media. Relevant documents should be attached as Appendix A3.</p> <ul style="list-style-type: none"> <li>• Proof of good credit / Payment record with all listed Media Houses - <b>7 Points</b></li> <li>• Less than listed - <b>Prorate</b></li> </ul>	7	10
B	The agency has a minimum annual Turnover of Shs.150 million in 2015.	3	
3	Methodology and Approach/ Tools Available		
A	Agencies initiatives and comments on the TORs	10	30
B	The agency should demonstrate their ability to achieve tight deadlines and flexibility in meeting Client's needs.	5	
C	Appropriateness of the proposed work plan and methodology and allocation of proposed staff	10	
D	The agency should show proof of the Technology in place: Hardware, Software, Information banks and tools (indicate their names and descriptions and if they are to be outsourced/proprietary studies and tools developed/belonging to the agency)	5	

NO	CRITERIA	Sub-	Max
4.	Human Resource Capacity		
A	<p>Team Leader: Should be a competent and Qualified individual possessing minimum academic/ technical qualification of university degree plus at least 5 years relevant experience in dealing in crisis communication management and community relations in the Communication/ Public Relations industry. Added advantage will be given to teams where the chief executive is the team leader.</p> <ul style="list-style-type: none"> <li>• University degree - <b>3 Points</b></li> <li>• 7 years relevant experience - <b>3 Points</b></li> <li>• <b>Less academic qualifications</b> - <b>0 Points</b></li> <li>• <b>Less experience</b> - <b>Prorate</b></li> </ul> <p><b>Confirmation that CEO is the Team Leader – 2 Points</b></p>	8	
B	<ul style="list-style-type: none"> <li>• Other 3 (minimum) key staff: Individuals that have requisite qualifications with at least five years experience in the Marketing/ PR industry. On the minimum the other staff required are creative director / technical staff and lead media planner/buyer. The firm may propose experts with skills not included here above, but are relevant to assignment.</li> </ul> <ul style="list-style-type: none"> <li>• At least a relevant diploma - <b>2 Points each</b></li> <li>• 5 years relevant experience - <b>2 Points each</b></li> <li>• <b>Less academic qualifications</b> - <b>0 Points</b></li> <li>• <b>Less experience</b> - <b>Prorate</b></li> </ul>	12	<b>25</b>
C	<p>Overall composition and structure of the team, Including allocation of tasks and its adequacy and relevance in meeting the TORs. Teams with individuals that are employees of the agency/ firm are preferred.</p> <ul style="list-style-type: none"> <li>• Team composition /structure – <b>1 point</b></li> <li>• Allocation of Relevant tasks - <b>1 point</b></li> <li>• Confirmation that all team Members are firm's employees – <b>3 Points.</b></li> </ul>	5	

**(c) Pitch Presentation**

Firms that qualify at the technical stage shall be invited to make pitch presentation which will be assessed as per the scoring matrix here below:-

NO	CRITERIA	Max scores
1.	Understanding of the brief	15
2.	Level of creativity and innovation as reflected in the presented concepts	35
3.	Effective use (including cost) of integrated marketing communications tools, including PR services	20
4.	Suitability and applicability of proposed work plan, and Methodology.	10
5.	Evidence of use of research tools and studies in the planning and buying of space: Media planning, Media buying, Media optimization, Evaluation (Qualitative and quantitative)	10
6.	Alternative proposals and justification for solutions recommended	5
7.	Overall presentation	5
	<b>GRAND TOTAL</b>	<b>100</b>

**(a) Financial Evaluation**

Arithmetic checking of the financial bids, calculation of scores and comparison for all qualified firms.

2.8.4 The weights given to the Technical Score (T), Pitch (P) and Financial Score (F) Proposals are:

$$\mathbf{T= 0.40}$$

$$\mathbf{P= 0.40}$$

$$\mathbf{F = 0.20}$$

2.8.2 The Agency /Firm with the highest Combined Score shall be recommended for award of the contract subject to successful negotiations.



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### **3.8 TECHNICAL PROPOSAL (TP)**

#### **Notes on the Preparation of Technical Proposal**

The technical proposal shall be prepared and submitted by the consultants.

It shall contain the following:-

- (a) Submission letter
- (b) Particulars of the consultant including Curriculum vitae (CV)
- (c) Comments and suggestions of the consultant on the terms of reference, personnel, facility and other requirements to be provided by the procuring entity.
- (d) Description of the methodology and work plan for performing the assignment
- (e) Any proposed staff to assist in the assignment
- (f) Consultancy services activities & times schedule.

*(to be prepared by the consultant as appropriate)*

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**TECHNICAL PROPOSAL SUBMISSION FORM**

[ \_\_\_\_\_ Date]

To:

**Managing Director**

**East African Portland Cement Co. Ltd**

**P.O Box 20 0204**

**Athi River.**

Dear Sir

We, the undersigned, offer to provide the consulting services for *Integrated Marketing, Public Relations and Communications* - **Tender No. \_\_\_\_\_(RFP)** in accordance with your Request for Proposal dated \_\_\_\_\_ and our Proposal.

We are hereby submitting our Proposal, which includes this Technical Proposal, [and a Financial Proposal sealed under a separate envelope].

We understand you are not bound to accept any Proposal that you receive.

Yours sincerely,

\_\_\_\_\_ [Authorized Signature]:

\_\_\_\_\_ [Name and Title of Signatory]:

\_\_\_\_\_ [Name & Rubber Stamp of Firm]:

\_\_\_\_\_ [Address]:

**2. FIRM'S REFERENCES**

**Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications**

Using the format below, provide information on each assignment for which your firm either individually, as a corporate entity or in association, was legally contracted.

Assignment Name:		Country
Location within Country:		Professional Staff provided by Your Firm/Entity(profiles):
Name of Client:		Clients contact person for the assignment.
Address:		No of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date(Month/Year):	Approx. Value of Services (Kshs)
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of project:		
Description of Actual Services Provided by Your Staff:		

Firm's Name: \_\_\_\_\_

Name and title of signatory; \_\_\_\_\_

---

**3. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE  
AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT.**

---

On the Terms of Reference:

1.

2.

3.

4.

5.

On the data, services and facilities to be provided by the Client:

1.

2.

3.

4.

5.

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4. **DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

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5. **TEAM COMPOSITION AND TASK ASSIGNMENTS**

**Consultant's Personnel (submit as Appendix B)**

**1. Technical/Professional Staff**

Name	Position	Task

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## 2. Support Staff

Name	Position	Task

**6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF**

Proposed Position: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Years with Firm: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

Detailed Tasks Assigned: \_\_\_\_\_

---

Key Qualifications:

***[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].***

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Education:

***[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]***

---

Employment Record:

***[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]***

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Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications and experience.

\_\_\_\_\_ Date: \_\_\_\_\_  
***[Signature of staff member]***

Full name of staff member: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_  
***[Signature of authorised representative of the firm]***

Full name of authorized representative: \_\_\_\_\_

### **3.9 FINANCIAL PROPOSAL (FP)**

#### **Notes on the Preparation Financial Proposal**

The financial proposal shall be prepared and submitted by the consultants. It shall contain the following.

- (a) Submission letter indicating total fees
- (b) Summary of costs
- (c) Breakdown of fees per activity
- (d) Breakdown of reimbursable costs/expenses per activity
- (e) Other expenses

*(to be prepared by the consultant as appropriate)*



**1. FINANCIAL PROPOSAL SUBMISSION FORM**

\_\_\_\_\_ [Date]

**Managing Director**

**East African Portland Cement Co. Ltd**

**P.O Box 20 0204**

**Athi River.**

Dear Sir

We, the undersigned, offer to provide the consulting services for **Integrated Marketing, Public Relations and Communication Tender No. \_\_\_\_\_(RFP)** in accordance with your Request for Proposal dated \_\_\_\_\_ and our Proposal.

Our attached Financial Proposal for the entire period of the consultancy i.e. two years is a sum of ( \_\_\_\_\_ ) [Amount in words and figures] inclusive of taxes and shall remain valid for 90 days from the opening date of the proposals.

We remain,

**Yours sincerely,**

\_\_\_\_\_ [Authorized Signature]:

\_\_\_\_\_ [Name and Title of Signatory]:

\_\_\_\_\_ [Name & Rubber Stamp of Firm]

\_\_\_\_\_ [Address]

**2. SUMMARY OF COSTS**

<b>Costs</b>	<b>Amount ( Ksh)</b>
Subtotal	
Taxes	
Total Amount of Financial Proposal	

**3. BREAKDOWN OF PRICE PER ACTIVITY**

<b>Activity NO.: _____</b>	<b>Description: _____</b>
<b>Price Component</b>	<b>Amount</b>
Remuneration	
Reimbursable	
Other Expenses	
Subtotal	

#### 4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____		Name: _____		
Names	Position	Input(Staff months, days or hours as appropriate)	Remuneration Rate	Amount
Regular staff (i) (ii)				
Consultants (i) (ii)				
<b>Grand Total</b>				

#### 5. REIMBURSABLES PER ACTIVITY

Activity No: \_\_\_\_\_ Name: \_\_\_\_\_

No.	Description	Unit	Quantity	Unit Price	Total Amount
1	Air travel	Trip			
2	Road travel	Kms			
3	Subsistence Allowance	Day			
<b>Grand Total</b>					

#### 6. OTHER EXPENSES

Activity No. \_\_\_\_\_ Activity Name: \_\_\_\_\_

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Media buying (electronic, print & billboards)				
2.	Studio costs				
3.	Concept Development / Copy writing				
4.	Artwork for advertisements and other promotional material				
5.	Artistes / voice over for advertisement				
6.	Communication costs (telephone, telegram, telex)				

	etc				
7.	<b>Grand Total</b>				

N/B

- I) Consultants are expected to comprehensively list all items that form reimbursable costs in the format provided. They should be based on the proposal submitted and may or may not include the above items.
- II) The total reimbursable costs shall not form part of the tender price. However, the rates quoted shall be binding and may be used in determining the most economically advantageous proposal to EAPCC.

<b>ITEM:</b> <b>Provision of P u b l i c Relations and Integrated Marketing Agency Services</b>	<b>AMOUNT – Kes</b>
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<b>TOTAL BID SUM TO THE FORM OF BID</b>	
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AMOUNT IN WORDS( state if inclusive or exclusive of Taxes)

Name of Bidder..... Physical

Address.....

Building.....

Town..... Name of

Authorized Representative of Bidder.....

Signature.....

Date.....

Official Stamp/Company Seal

## 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  
.....

**Part 2 (a) – Sole Proprietor**

Your name in full ..... Age .....

Nationality ..... Country of origin .....

- Citizenship details  
.....
- .....

**Part 2 (b) Partnership**

Given details of partners as follows:

Name	Nationality	Citizenship Details	Shares
1. ....	.....	.....	.....
2. ....	.....	.....	.....
3. ....	.....	.....	.....
4. ....	.....	.....	.....

**Part 2 (c) – Registered Company**

Private or Public  
.....

State the nominal and issued capital of company-

Nominal Kes. ....

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

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

**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 \_\_\_\_\_ for the provision of ..... *[Description of goods]* (Hereinafter called "the Contract")

AND WHEREAS it has been stipulated by you in the said tender that the Bidder shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Bidder's performance obligations in accordance with the Contract

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

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

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

Signed and seal of the Guarantors

\_\_\_\_\_  
*[Name of bank or financial institution]*

\_\_\_\_\_  
*[Address]*

\_\_\_\_\_  
*[Date]*