



East African Portland
Cement Co. Ltd

Holding Life Together

CONTRACT No. EAPCC/OT/133/2017

SUPPLY & DELIVERY OF LUBRICANTS

SEPTEMBER, 2017.

CLOSING DATESEPTEMBER 27, 2017.

CLOSING TIME12.00 noon

SECTION I – INVITATION TO BID

Supply & delivery of Lubricants.

- 1.1 The East African Portland Cement Company Ltd, one of the leading Cement manufacturing invites sealed bids from eligible candidates for **Supply & delivery of Lubricants**. 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 A complete set of bid documents can be downloaded from the company website (www.eastafricanportland.com) and IFMIS portal (<https://supplier.treasury.go.ke>) free of charge. Candidates who do not wish to download can obtain a hard copy by paying a non-refundable fee of Kenya Shillings 1,000.00 (One thousand Kenya Shillings only) in cash or bankers cheque payable to East African Portland Cement Ltd.
- 1.3 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: 254 709 855 000** so as to be received on or before **Wednesday 27th September 2017 at 12.00 Noon**.
- 1.4 Prices quoted shall clearly show if all taxes are exclusive or inclusive; and be in Kenyan shillings or any other freely convertible currency in Kenya. The currency quoted must be indicated in the price schedule of goods. The rate to be used for currency conversion for evaluation purposes shall be the Central Bank of Kenya selling rate ruling on the tender closing date. (Please visit the Central Bank of Kenya website)
They shall remain valid for a period of ninety (90) days from the closing date of the Bid.
- 1.5 Bids will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at East African Portland Cement Company Ltd Boardroom.
- 1.6 The East African Portland Cement Company Ltd reserves the right to accept /reject all or part of the Bids with reasons.

**For Managing Director
The East African Portland Cement
Company Ltd
Off Namanga
Road, P O
Box 20-00204
Athi River, Kenya.
Tel: 254 709 855 000
E-mail: customercare@eapcc.co.ke
Website: 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 **Supply & delivery of lubricants**, 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 a period of ninety (90) days from the date of Bid submission prescribed in the Invitation to Bid and it shall remain binding upon us and may be accepted any time before the expiration of that period.

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

We understand that you are not bound to accept the lowest or any Bid you may receive.

We hereby agree that any errors in our Bid shall be adjusted as defined in the

Bid Document under instructions to Bidders. Dated

this _____ day of _____ 2017

(Name) _____

(Signature) _____

In the capacity of _____

duly authorized to sign Bids, for and on behalf of

P. O. Box _____ Code _____

Name of Witness _____ Address _____

Signature of Witness

Delete as appropriate

SECTION II - INSTRUCTIONS TO BIDDERS

2.1 Eligible Bidders

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

2.2 Eligible Goods

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

2.3 Cost of Bidding

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

2.3.2 The tender document will be emailed free of charge upon request or downloaded from our website or IFMIS portal but if a bidder requests for a hard copy the price to be charged for the Bid document shall be Kes.1,000/= (one Thousand) only.

2.4. **The Bid Document**

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

- (i) Invitation to Bid
- (ii) Instructions to Bidders
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Bid Form and Price Schedules
- (viii) Bid Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Confidential Business Questionnaire

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

2.5 **Clarification of Documents**

2.5.1 A prospective Bidder requiring any clarification of the Bid document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Bid. The Procuring entity will respond in writing to any request for clarification of the Bid documents, which it receives not later than four (4) days prior to the deadline for the submission of Bids, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders that have received the Bid document.

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

2.6 Amendment of Documents

- 2.6.1 At any time prior to the deadline for submission of Bids, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bid documents by amendment.
- 2.6.2 All prospective candidates that have received the Bid documents will be notified of the amendment in writing or by post and will be binding on them.
- 2.6.3 In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Procuring entity, at its discretion, may extend the deadline for the submission of Bids.

2.7 Language of Bid

- 2.7.1 The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchange by the Bidder and the Procuring entity, shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.

2.8 Documents Comprising of Bid

- 2.8.1 The Bid prepared by the Bidders shall comprise the following components
- (a) a Bid Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
 - (b) documentary evidence established in accordance with paragraph 2.1.2 that the Bidder is eligible to Bid and is qualified to perform the contract if its Bid is accepted;
 - (c) documentary evidence established in accordance with paragraph 2.2.1 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the Bid documents; and
 - (d) Bid security furnished in accordance with paragraph 2.14

2.9 Bid Forms

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

2.10 Bid Prices

2.10.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices and total Bid price of the goods it proposes to supply under the contract

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

2.10.3 Prices quoted by the Bid shall be fixed during the Bid's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

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

2.11 Bid Currencies

2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Bidders.

2.12 Bidders Eligibility and Qualifications

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

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

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

- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods.
- (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a Bidder not doing business within Kenya, the Bidder is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Bidder's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Bid Documents

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

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

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

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

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

2.14 Bid Security

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

2.14.2 The Bid shall be accompanied by a bid security of not less than Kes 1,000,000/= (one million Kenyan shillings)

2.14.3 The Bid security is required to protect the Procuring entity against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7.

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

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

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

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

2.14.8 The Bid security may be forfeited:

- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the procuring entity on the Bid Form; or
- (b) in the case of a successful Bidder, if the Bidder fails:
 - (i) to sign the contract in accordance with paragraph 2.27
 - or
 - (ii) to furnish performance security in accordance with paragraph 2.28

2.15 **Validity of Bids**

2.15.1 Bids shall remain valid for 90 days or as specified in the Invitation to Bid after the date of Bid opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A Bid valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.15.2 In exceptional circumstances, the Procuring entity may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security provided under paragraph 2.14 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder granting the request will not be required nor permitted to modify its Bid.

2.16 **Format and Signing of Bid**

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

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

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

2.17 Sealing and Marking of Bids-

This is a ONE envelope tender- The Tenderer's shall submit proposals of both Technical and – Commercial envelope (combined).

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

2.17.2 The inner and outer envelopes shall:

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

(b) Bear, Bid number and name in the Invitation for Bids and the words, ***“DO NOT OPEN BEFORE,” Wednesday 27th September, 2017.***

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

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the Bid's misplacement or premature opening. The envelopes shall bear the tender number and addressed as indicated below:

TENDER No: EAPCC/ OT/133/2017; SUPPLY & DELIVERY OF LUBRICANTS; DO NOT OPEN BEFORE; WEDNESDAY , SEPTEMBER, 27th 2017 AT 1200 NOON.

ADDRESSED TO:

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

2.18 Deadline for Submission of Bids

2.18.1 Bids must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than 12 Noon–**Wednesday 27th September, 2017.**

2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of Bids by amending the Bid documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring

entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended.

2.19 Modification and Withdrawal of Bids

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

2.19.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex

but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.

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

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

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

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

2.20 Opening of Bids

2.20.1 The Procuring entity will open all Bids in the presence of Bidders' representatives who choose to attend, at 12 noon on **Wednesday 27th September, 2017.**

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 quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its Bid will be rejected, and its Bid security forfeited. If there is a discrepancy between words and figures the amount in words will prevail. All in all, the award shall be based on the corrected figure.
- 2.22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any Bidder.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each Bid to the Bid documents. For purposes of these paragraphs, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bid documents without material deviations. The Procuring entity's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 2.22.5 If a Bid is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 2.22.6 The Company reserves the right to waive minor deviations in the evaluation criteria if they do not materially affect the capability of an applicant to perform.

2.23 Conversion to Single Currency

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

2.24 Evaluation and Comparison of Bids

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

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

2.24.3 A Bidder who gives false information in the Bid document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Preference

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

2.26 Contacting the Procuring entity

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

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

2.27 Award of Contract

(a) Post-qualification

2.27.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the Bidder that is selected as having submitted

the lowest evaluated responsive Bid is qualified to perform the contract satisfactorily.

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

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

(b) Award Criteria

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

(c) Procuring entity's Right to Vary quantities

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

(d) Procuring entity's Right to Accept or Reject Any or All Bids

2.27.6 The Procuring entity reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids with reasons at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders.

2.28 Notification of Award

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

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

2.28.3 Upon the successful Bidder's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to paragraph 2.14

2.29 Signing of Contract

2.29.1 At the same time as the Procuring entity notifies the successful Bidder that its Bid has been accepted, the Procuring entity will send the Bidder the Contract Form provided in the Bid documents, incorporating all agreements between the parties.

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

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

2.30 Performance Security

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

2.30.2 Failure of the successful Bidder to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new Bids.

2.31 Corrupt or Fraudulent Practices

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

- (i) “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among Bidder (prior to or after Bid submission) designed to establish
- (iii) Bid prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;
- (iv) ‘Collusive Practice’ means a scheme or arrangement between two or more bidders, with or without the knowledge of the Company, designed to establish bid prices at artificial, 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 public procurement in Kenya.

2.32 Other sanctions

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

SECTION III- TECHNICAL SPECIFICATIONS

Appendix to Instructions to Bidders

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

INSTRUCTIONS TO BIDDERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO BIDS
2.1.1	<p><i>Qualification requirements. ;</i></p> <ul style="list-style-type: none"> <i>(a) The Provide copy of certificate of incorporation.</i> <i>(b) Submit Bid security of not less than Kes.1,000,000.00 (one million Kenyan shillings)</i> <i>(c) Provide copy of valid tax compliance certificate</i> <i>(d) Provide copy of pin & vat certificate.</i> <i>(e) The bidder shall furnish details of the experience and past performance with respect to supply of similar goods in nature and value within the past five years. Evidence of this, e.g. testimonial letters or copies of orders from such authority, shall be presented with this bid on submission;</i> <i>(f) Not be under a declaration of ineligibility for corrupt and fraudulent practices. (bidder to provide statement in letter head , signed & stamped)</i> <i>(g) Demonstrate they have no pending non-performing contracts with the Company, or contract in dispute or had a contract terminated for non-performance by the Company, in the last three years. (bidder to provide statement in letter head , signed & stamped)</i> <i>(h) Submit a complete & detailed company's profile.</i>
2.1.3	<i>The qualification statement shall be drawn on bidder's letterhead, signed and stamped.</i>
2.1.4	<i>A statement declaring bidder is not ineligible for corrupt and fraudulent practices shall be drawn on bidder's letterhead, signed and stamped.</i>

2.24.1	<p><i>Under technical evaluation, the following shall be considered:-</i></p> <ul style="list-style-type: none"> • <i>Conformity to Specification</i> • <i>Capability and capacity</i> • <i>List of clientele of similar assignments</i> • <i>Experience with the African market</i> • <i>Financial ability (derived from certified financial statements for the last two years i.e. 2014 & 2015)</i> • <i>Turnover of sales per annum</i> • <i>Delivery period, (the less the days the better)</i>
2.27.5	<p><i>Quantity variation shall not exceed 10% of awarded quantity and</i></p>

	<i>may be varied within the life of the contract</i>
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SECTION III - TECHNICAL SPECIFICATIONS

5.1 General

- 5.1.1 These specifications describe the requirements for goods. Bidders are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply.
- 5.1.2 All the capacities of the goods to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 5.1.3 The Bidders are requested to present information along with their offers as follows:
- (i) Shortest possible delivery period of each product that should not deviate too much from the timeline indicated in the bid document.
 - (ii) The country of origin for all imported goods in pursuant to GCC 3.

Technical & Commercial Evaluation.

CRITERIA		
	Technical Evaluation	70 Points.
1.	Conformity to the specification - tenderers must indicate on the specification sheet whether the goods offered comply with each specified requirement.	30
2.	List of clientele of similar assignments and experience within the past five years, for the same or more quantity. Full marks (for those who provide 5 or more) <i>(Bidders are expected to provide copies of orders & testimonials letters from such authorities).</i>	10
3.	Financial capability (derived from certified financial statements for the last two years i.e. 2014 & 2015) or provide a copy of bank statement of minimum six months period including September 2017.	10
4.	Provide Manufactures letter of Authorization, if not a Manufacturer.	10
5.	Delivery period <i>(the shorter the better)</i>	10
	TOTAL	70

Commercial Evaluation Criteria

S/No	CRITERIA	Points.
1	Price	20
2	Payment terms indicated (<i>we prefer 60days after invoice</i>)	5
3	Validity of Price – (<i>state willingness to hold the price for the entire contract period - 2 years</i>)	5
TOTAL		30

NOTE - Evaluation and Comparison of Bids

- a) The East African Portland Cement Company Ltd shall evaluate and compare Bids which have been determined to be substantially responsive.
- b) The minimum technical score required to pass is 70%.
- b) The evaluation committee shall recommend award based on the lowest evaluated bidder who scores the highest mark equal or more than 70% shall be the first to be considered for award.
- c) Due diligence may be conducted to authenticate provided information.

SECTION IV -

Supply & delivery of Lubricants

SCHEDULE OF REQUIREMENTS , SPECIFICATION & PRICE SCHEDULE OF GOODS.

	Product specification (or equivalent)	Where used	Estimate Quantity in Litres(To order within a period of 2 years , as & when required) .	Willingnes s to supply as per our specs. (YES/NO	Brand	Specification (bidders to provide specs of the brand they intend to supply)	Unit Price (Inclusive vat)	Total (Inclusive vat)
1.	ISO VG 46	Hydraulic	12,480					
2.	ISO VG 68	Hydraulic	1,560					
3.	ISO VG 32	Hydraulic	312					
4.	Lead free extreme pressure oil for industrial gears-ISO VG460-synthetic	Gearbox	6,240					
5.	Extreme pressure oil for industrial gears- ISO VG 220(MINERAL)	Gearbox	2,184					
6.	Extreme pressure oil for industrial gears ISO VG 320	Gearbox	9,360					
7.	Bearing and circulation oil ISO 220- SYNTHETIC	Gearbox	1,560					
8	Extreme pressure oil for industrial gears ISO VG 460	Gearbox	1,560					
9.	Extreme pressure oil for industrial gears- ISO VG 680	Gearbox	1,560					
10.	EP Multipurpose Grease Lithium Soap	bearing	5,100					

11.	EP Multipurpose Grease Lithium Soap	general plant bearings	2,496					
12	Multipurpose Lithium Soap Grease	Motor bearings	216					
13.	Flushing Oil	Engine and gear box	60					
14.	EP High Temperature Lithium complex Grease	Dynamic separator drives	90					
15.	Mlibdium Disulphide based Grease	High temperature Grease for pneumatic pump	600					
16.	Heavy duty & extreme temperature industrial gear oil -ISO VG 220-synthetic	Blowers	2,184					
17.	High performance air screw compressor lubricating oil for Atlas copco compressors	Atlas copco compressors	300					
18.	High performance air screw compressor lubricating oil for comp air compressors	Compair compressors	9,000					
19.	Special Slopes	Chain & Roller Lubrication	31,200					
20.	Transformer oil	Transformer & thrusters	624					

21.	Heavy duty diesel engine oil	engine	24,336					
22.	hydraulic /transmission oil	hydraulic	21,216					
23.	synthetic petrol /diesel engine oil	petrol /diesel engine	2,496					
24.	mineral gearbox oil	gearbox	1,560					
25.	High pressure (Mineral) differential oil	gear /differential	936					
26.	Brake Fluid Dot4	Dry brake system	37					
27.	lead free extreme pressure oil for gears	gearbox	1,560					
28.	lead free extreme pressure oil for gears	gearbox	1,872					
29.	Extreme pressure oil for industrial gears- ISO VG 220(MINERAL)	gearbox	1,872					
30.	Extreme pressure oil for industrial gears ISO VG 460	gearbox	1,560					
31.	Extreme pressure oil for industrial gears- ISO VG 100	gearbox	1,248					
32.	Lead free extreme pressure oil for industrial gears	Gearbox	624					
33.	Extreme pressure oil for industrial gears- ISO VG 320	Gearbox	3,120					
34.	Extreme pressure oil	Gear	1,560					

	for industrial gears- ISO VG 150							
35.	Steering/Automatic transmission	steering/tra nsmission automatic	624					
36.	Transmission/hydraulic oil	Transmissi on/hydrauli c oil	624					
37.	High performance mobile compressor lubricating oil for comp mobile air compressors	For kaeser mobile compressor	150					
38.	EP Multipurpose Grease Lithium Soap	Grease	1900					
39.	EP Multipurpose Grease Lithium Soap	Grease	2,496					

Note:

- The quantities indicated are estimates only based on historical and forecasted requirements. These quantities may be altered and are to be used for estimating purposes only.
- **Award shall be item by item basis** to the technically compliant and **lowest evaluated bidder**.
- Bidders may provide their current price list but give a fixed discount that shall be applicable within the life of the contract
- Prices shall be firm for the entire contract period.
- Price variations shall only be allowed after one year into the contract and accordance with the Public Procurement and Disposal Act, 2015.
- The contract shall run for a period of two years with a possibility of renewal upon mutual agreement by the two parties and based on the performance of the awarded firm (s).

SCHEDULE OF REQUIREMENTS

1. Delivery Programme.

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

1.2 The contract shall run for a period of twenty four calendar months with a possibility of renewal for another calendar year upon mutual agreement by the two parties and based on the performance of the awarded firm(s).

1.3 The internal documentation shall be agreed by the two parties before commencement of the contract. This is subject to changes from time to time on mutual agreement by the two parties.

1.4 The successful bidder (s) shall be expected to fully comply with East African Portland Cement Co. Ltd Safety health & environment (SHE) management systems (OHSAS 18001:2007 and EMS 14001:2004) respectively.

2. Requirements

Supply of Lubricants

Description: Oils & Lubricants

Quantity: Assorted

FORM OF BID SECURITY

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

.....
.....

(Here in after called “the Bidder) has submitted his bid datedfor
the “Bid for supply & Delivery of lubricants Enquiry No. EAPCC/OT/133/2017 at East African
Portland Cement Company Limited Hereinafter called “the Bid”

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

.....

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

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

SEALED with the common seal of the said Bank this day of 20..... THE CONDITIONS of this obligation are:-

- 1. If the bidder withdraws his Bid during the period of bid validity specified by the Bidder on the Bid Form; or
- 2. If the Bidder having been notified of the acceptance of the acceptance of his bid by the

Employer during the period of Bid validity,

- (i) Fails or refuses to execute the form of Agreement in accordance with the instructions to Bidders when required or
- (ii) Fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders;

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

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

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

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

SIGNATURE AND SEAL OF THE BANK.....

SIGNATURE OF THE WITNESS.....

NAME OF THE WITNESS.....

ADDRESS OF THE WITNESS.....

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

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business

You are advised that it is a serious offence to give false information on this form

Part 1 – General:

Business Name

Location of business premises.

Plot No..... Street/Road

Postal Address Tel No. Fax E mail

Nature of Business,.....

Registration Certificate No.

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

Name of your bankers Branch

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.

Date Signature of Candidate

- 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 _____
_____ to supply *[description of goods]* (hereinafter called “the Contract”).

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

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

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

This guarantee is valid until the _____ day of _____ 20 _____

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]