



**East African Portland  
Cement Co. Ltd**

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*Holding Life Together*

**TENDER NO. EAPCC/OT/153/2018**

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**HIRE OF HEAVY MINING EQUIPMENTS.**

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**APRIL, 2018**

**CLOSING DATE .....30<sup>th</sup> APRIL 2018**

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

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## SECTION I – INVITATION TO BID

### HIRE OF HEAVY MINING EQUIPMENT.

The East African Portland Cement Company Ltd, one of the leading Cement manufacturing Companies in Kenya, invites sealed bids from eligible candidates for **Hire of heavy mining equipment**. The detailed breakdown of the requirements can be obtained in the schedule of requirements/price schedule stipulated in this bid document.

- 1.1 Interested eligible candidates may obtain further information from and inspect the Bid documents at the Procurement Office, East African Portland Cement Company Ltd, off Namanga Road Athi River, during normal working hours (08:30 – 15:30 local time on Mondays to Fridays except during lunch time from 13:00 to 14:00 hours and public holidays.).
- 1.2 A complete set of bid documents can be downloaded from the company website ([www.eastafricanportland.com](http://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:+254709 855000** so as to be received on or before **April 30<sup>th</sup> 2018 at 12.00 Noon.**
- 1.4 Prices quoted shall clearly show if all taxes are exclusive or inclusive; and be in Kenya Shillings. They shall remain valid for a period of one twenty (120) days from the closing date of the Bid.
- 1.5 Bids will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at East African Portland Cement Company Ltd customer care office.
- 1.6 All bids shall be accompanied by a bid security from the bank of not less than the amount specified below;

S/NO.	ITEM DESCRIPTION	BID SECURITY OF NOT LESS THAN KES.	BID PROVIDED BY TENDERER. (for items quoted)	SECURITY BY
01.	Mobile Jaw Crusher with screen	Kes. 500,000.00		
02.	Front shovel crawler excavator with bucket (CAT325 equivalent)	Kes. 500,000.00		
03.	Front end wheel loader (WA600 equivalent)	Kes. 500,000.00		
04.	Dumper	Kes. 500,000.00		
05.	Drilling Rig for blasting with 4” diameter (equivalent to ROC460 or CM351 pressure 13bar)	Kes. 500,000.00		

	TOTAL	<b>Kes. 2,500,000.00</b>	<i>(Bidder to Indicate total amount of bid security for items quoted)</i>
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- 1.7 The East African Portland Cement Company Ltd reserves the right to accept /reject all or part of the Bids and is bound to give reasons for doing so.

**For : Managing Director,**

**The East African Portland Cement Company  
 Ltd Off Namanga Road, P O Box 20-00204  
 AthiRiver,  
 Kenya.  
 Tel. +254 709 855 000  
 Email: [customercare@eapcc.co.ke](mailto:customercare@eapcc.co.ke)  
 The East African Portland Cement Company  
 Ltd  
 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 **Hire of heavy mining equipments** 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 one hundred & twenty (120) days from the date of Bid submission prescribed in the Invitation to Bid and it shall remain binding upon us and may be accepted any time before the expiration of that period.

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

A Bid security in the sum of **KES**..... */= (bidders to indicate amount as provided in paragraph 1.6 )*, is enclosed with this Bid or an equivalent amount in any other eligible 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. We hereby agree that any errors in our Bid shall be adjusted as defined in the Bid Document under instructions to Bidders. Dated this \_\_\_ day of \_2018

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

(Signature) \_\_\_\_\_

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

duly authorized to sign Bids, for and on behalf of

\_\_\_\_\_

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

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

Signature of Witness

\_\_\_\_\_

**Delete as appropriate**

## SECTION II - INSTRUCTIONS TO BIDDERS

### 2.1 Eligible Bidders

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

2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the Bid.

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

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

### 2.2 Eligible Goods

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

2.2.2 For purposes of this clause, "origin" means the place where the products 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:

- a) Instructions to Bidders
- b) Schedule of requirements
- c) Technical Specifications
- d) Bid Form and Price Schedules
- e) Bid Security Form
- f) Performance Security Form
- g) 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 four (4) 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**  
**Ag. Head of Supply Chain**  
**The East African Portland Cement Company Ltd**  
**Off Namanga**  
**Road, P O Box 20-**  
**00204**  
**Athi River, Kenya.**  
**Tel. +254709855000**  
**Email: ;[catherine.otido@eapcc.co.ke](mailto:catherine.otido@eapcc.co.ke); [ngala.oloiptip@eapcc.co.ke](mailto:ngala.oloiptip@eapcc.co.ke)**

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

## **2.6 Amendment of Documents**

- 2.6.1 At any time prior to the deadline for Bid submission, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bid document.
- 2.6.2 All prospective candidates that have received the Bid documents will be notified of the amendment in writing or by post and will be binding on them.
- 2.6.3 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 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 Bid**

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

The Tenderer shall furnish, as part of its tender, documents establishing the Tenderer's eligibility to tender.

- a) The documentary evidence of the Tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Employer's satisfaction that the tenderer:



- b) Is duly Incorporated Company (The tenderer shall provide certified copies of incorporation documents, the current annual returns and any changes filed thereafter)
- c) Provide certified Audited accounts for the last (2)years
- d) Provide a comprehensive company profile
- e) Give at least 3 (three) business references
- g) Filled Bid Form

## 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**

The Tenderer shall indicate on the Price Schedule the unit price and total tender price of the **Hire of heavy mining equipment** it proposes to provide under the contract.

2.10.1 Prices indicated on the Price Schedule shall be per unit of the supplied equipments

2.10.2 The prices quoted by the Tenderer shall be fixed during the period of Tender and not subject to variation on any account. A tender submitted with an adjustable formula quotation will be treated as non-responsive and shall be rejected

2.10.3 Prices indicated on the Price Schedule shall clearly indicate if the quoted price includes taxes, the quoted price shall include insurances and any other cost for the delivery of the said equipment to the premises of the procuring entity.

2.10.4 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,

2.10.5 The validity period of the Bid shall be 120 days from the date of opening of the Bid.

2.10.6 Quoted price shall cover deliveries our Bissel quarry which is 95Kms from Athi River main factory.

## 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 eligibility to Bid shall establish to the Procuring entity's satisfaction that the Bidder, at the time of submission of its Bid, is from an eligible source country as defined under paragraph 2.1
- 2.12.3 The documentary evidence of the Bidders qualifications to perform the contract if its Bid is accepted shall be established to the Procuring entity's satisfaction;
- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods.
  - (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
  - (c) that, in the case of a Bidder not operating within Kenya, the Bidder is or will be (if awarded the contract) represented by an Agent in Kenya or provide prove that contract performance will not be affected, disruption will lead to penalties equivalent to the loss realized by the procuring entity.

## 2.13 Goods Eligibility and Conformity to Bid Documents

- 2.13.1 Pursuant to 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 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 security shall be from a reputable bank of not less than amount shown below;

S/NO.	ITEM DESCRIPTION	BID SECURITY OF NOT LESS THAN KES.	BID SECURITY PROVIDED BY TENDERER.
01.	Mobile Jaw Crusher with screen	Kes. 500,000.00	
02.	Front shovel crawler excavator with bucket (CAT325 equivalent)	Kes. 500,000.00	
03.	Front end wheel loader (WA600 equivalent)	Kes. 500,000.00	
04.	Dumper	Kes. 500,000.00	
05.	Drilling Rig for blasting with 4" diameter (equivalent to ROC460 or CM351 pressure 13bar)	Kes. 500,000.00	

	<b>TOTAL</b>	<b>Kes. 2,500,000.00</b>	<i>(Bidder to Indicate total amount of bid security for items quoted)</i>
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- 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. **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 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 120 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.

## 2.16 **Format and Signing of Bid**

- 2.16.1 The Procuring entity shall prepare one copy of the Bid documents comprising of both the Technical and commercial bid documents, all shall be sealed in one big envelopes and as stipulated herein,
- 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 a 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) Price & bid security will be read out loud during opening of bids.**

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

### **Technical**

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

### **Commercial**

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

2.17.2 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:

**TENDER No EAPCC/OT/153/2018; HIRE OF HEAVY  
MINING EQUIPMENTS.**

**MARKED; DO NOT OPEN BEFORE; 30<sup>th</sup> APRIL 2018 AT 1200**

**NOON. ADDRESSED TO:**

**THE MANAGING DIRECTOR  
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

2.18.2 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 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 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 On the opening date of the tender on **30<sup>th</sup> April 2018**, the names of the Tenderers shall be read out loud, price and the Bid Bond/tender security confirmed. Those tenders that will not have a Bid Bond/tender security shall be rejected. Preliminary evaluation shall be carried out first to determine those who qualify for technical evaluation. After the technical evaluation firms who qualify to proceed to the next level of financial evaluations shall be evaluated on this stage.
- 2.20.4 The Procuring entity will prepare minutes of the Bid opening.



## **2.21 Clarification of Bids**

- 2.21.1 To assist in the examination, evaluation and comparison of Bids the Procuring entity may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Bid shall be sought, offered, or permitted.
- 2.21.2 Any effort by the Bidder to influence the Procuring entity in the Procuring entity's Bid evaluation, Bid comparison or contract award decisions may result in the rejection of the Bidders' Bid.

## **2.22 Preliminary Examination**

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

## **2.23 Conversion to Single Currency**

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

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

- 2.24.1 The Procuring entity will evaluate and compare the Bids which have been determined to be substantially responsive, pursuant to paragraph 2.22
- 2.24.2 The Bid evaluation committee shall evaluate the Bid within 15 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.

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.

## **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

## **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 originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

## **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(s).

## **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 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 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.
- 2.29.4 All payments to the successful bidder shall be 60 days after delivery and date of invoice.

## **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 any thing 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 EAPCC future procurements.

## 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> <p><b><u>MANDATORY REQUIREMENTS.</u></b></p> <p>(a) <i>Provide copy of certificate of incorporation or certificate of business registration name.</i></p> <p>(a) <i>Provide copy of valid tax compliance certificate</i></p> <p>(b) <i>Provide copy of pin &amp; vat certificate.</i></p> <p>(c) <i>The bidder shall furnish details of the experience and past performance with respect to supply of similar goods in nature and value within past 3 years. Evidence of this, e.g. testimonial letters or copies of orders from such authority, shall be presented with this bid on submission;</i></p> <p>(d) <i>Submit duly filled confidential business questionnaire form.</i></p> <p>(e) <i>Tenderers shall be required to furnish a Tender / Bid Security as specified in paragraph 1.6.</i></p>
2.24.1	<p><i>Under technical evaluation, the following shall be considered:-</i></p> <p><input type="checkbox"/> <i>Conformity to Specification</i></p> <p><input type="checkbox"/> <i>Capability and capacity</i></p> <p><input type="checkbox"/> <i>List of clientele of similar assignments</i></p> <p><input type="checkbox"/> <i>Experience with the African market</i></p> <p><input type="checkbox"/> <i>Financial ability (derived from certified financial statements for the last two years i.e. 2015 &amp; 2016)/provide bank statement for the last six months.</i></p> <p><input type="checkbox"/> <i>Turnover of sales per annum</i></p> <p><input type="checkbox"/> <i>Delivery period, (the less the days the better)</i></p>
2.27.5	<p><i>Quantity variation shall not exceed 10% of awarded quantity and may be varied within the life of the contract</i></p>

**TECHNICAL SPECIFICATIONS****1. GENERAL**

- 1.1 These specifications describe the basic requirements of goods. Tenderers are requested to submit with their offers the detailed specification drawings catalogue, etc for the product they intend to supply. All equipment shall be supplied in good working condition and of latest design.
- 1.2 The tenderers must indicate on the specification sheets whether the equipment offered comply with each specified requirement.
- 1.3 All the dimension and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the requirements, if any shall be explained in details in writing with the offer, with supporting data such as calculation sheets etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of product.
- 1.4 The tenderer is requested to present information along with their offer on the workshop where back up service/repair and maintenance for all components of the mobile workshop including their name, physical location and addresses. The garage shall be capable of carrying out routine maintenance and service.
- 1.6 All the equipments, tool and other accessories must meet the country of origin national standards and Kenya standards as and where and when necessary. Certification certificates for all items.

**TERMS OF REFERENCE.**

S/No.	Equipment	Quantity	Capacity	Bidder to Indicate the specification of the equipment.
1.	Mobile Jaw Crusher with screen	1	200 tph throughput and end product primary crushing to provide a material of not more than 200mm in size.	
2.	Front shovel crawler excavator with bucket (CAT325 equivalent)	2	4-5 ton	
3.	Front end wheel loader (WA600 equivalent)	1	6-7 cubic meter bucket capacity	
4.	Dumper	3	25-ton	
5.	Drilling Rig for blasting with 4" diameter (equivalent to ROC460 or CM351 pressure 13bar)	1		

## TECHNICAL EVALUATION CRITERIA

S/N	Description	Points
01.	Supply as per specification and compliance as required by Tender document – (tenderers must indicate on the specification sheet whether the goods offered comply with each specified requirement)	60
02.	List of clientele of similar assignments and experience within the past 3 years, for the same or more quantity.  5 marks - for those who provide evidence for the past three years.  4 marks- for those who provide evidence 2 years  3 marks- for those who provide evidence 1 year experience  <i>(Bidders are expected to provide copies of orders &amp; testimonials letters from such authorities).</i>	5
03.	Delivery period <i>(the shorter the better)</i>	5
	<b>Total Score Set</b>	<b>70</b>

## FINANCIAL EVALUATION CRITERIA

S/N	Description	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 - 1 year</i> )	5
	<b>Total Score Set</b>	<b>30</b>

### 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



**BILL OF QUANTITIES.**

**PRICE SCHEDULE.**

S/No.	Equipment	Quantity	Capacity	Estimate number of hours (1year)	Unit Price (exclusive vat)	Total Price (Exclusive of vat)
1.	Mobile Jaw Crusher with screen	1	200 tph throughput and end product primary crushing to provide a material of not more than 200mm in size.	2,800		
2.	Front shovel crawler excavator with bucket (CAT325 equivalent)	2	4-5 tonne	2,800 (for each equipment)		
3.	Front end wheel loader (WA600 equivalent)	1	6-7 cubic meter bucket capacity	2,800		
4.	Dumper	3	25-tonne	2,800 (for each equipment)		
5.	Drilling Rig for blasting with 4" diameter (equivalent to ROC460 or CM351 pressure 13bar)	1		2,800		
	<b>Add VAT</b>					
	<b>TOTAL</b>					

**Bidders are required to provide the cost of mobilization & demobilization of the equipment to our Bissel Quarry which is approximately 95Kms from Athi River main factory.**

Equipment	Mobilization fee	Demobilization fee	<u>Quantity</u>	<u>Total Inclusive of vat</u>

**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.

- Prices shall be firm for the entire contract period.
- Award shall be **item by item basis** to the technically compliant and **lowest evaluated bidder**
- 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 one year with a possibility of renewal upon mutual agreement by the two parties and based on the performance of the awarded firm (s).

**SECTION V – THE DELIVERY SCHEDULE**

<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Proposed delivery period (Procuring entity)</b>	<b>Bidder to provide delivery period.</b>
<b>1</b>	Mobile Jaw Crusher with screen	1	<i>Immediately ( within 14 days after issuance of LPO)</i>	
<b>2</b>	Front shovel crawler excavator with bucket (CAT325 equivalent)	2		
<b>3</b>	Front end wheel loader (WA600 equivalent)	1		
<b>4</b>	Dumper	3		
<b>5</b>	Drilling Rig for blasting with 4” diameter (equivalent to ROC460 or CM351 pressure	1		

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 dated .....for the “Bid for hire of heavy mining equipments Enquiry No. EAPCC/OT/153/2018 at East African Portland Cement Company Limited Hereinafter called “the Bid”

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

.....

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

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

SEALED with the common seal of the said Bank this ..... day of 20..... THE

CONDITIONS of this obligation are:-

1. If the bidder withdraws his Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder having been notified of the acceptance of the acceptance of his bid by the Employer during the period of Bid validity,
  - (i) Fails or refuses to execute the form of Agreement in accordance with the instructions to Bidders when required or
  - (ii) Fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders;

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

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

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

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

SIGNATURE AND SEAL OF THE BANK.....

SIGNATURE OF THE WITNESS.....

NAME OF THE WITNESS.....

ADDRESS OF THE WITNESS.....

## 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.  
 No..... Street/Road ..... Plot  
 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.....	.....	.....	.....

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 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]



**MANUFACTURER AUTHORIZATION FORM.**

To [name of the Procuring entity] .....

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

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

\_\_\_\_\_  
\_\_\_\_\_ [signature for and on behalf of manufacturer]

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