



East African Portland
Cement Co. Ltd

Holding Life Together

TENDER No. EAPCC/165/OT/2018

**OUTSOURCING OF KUNKUR QUARRY MINING
OPERATIONS AND TRANSPORT OF
SCREENED KUNKUR AND FINES TO THE
FACTORY**

SEPTEMBER, 2018

ISSUE D A T E11/09/2018

CLOSING DATE.....28/09/2018

CLOSING TIME12.00 noon

SECTION I – INVITATION TO
BID

Contract No. **EAPCC/165/OT/2018** Outsourcing of Kunkur Quarry Mining operations and transport of Screen Kunkur and Fines to the Factory.

- 1.1 The East African Portland Cement Company Ltd invites sealed bids from eligible candidates for Outsourcing of Kunkur Quarry Mining Operations. The detailed breakdown of the requirements can be obtained in the schedule of requirements/price schedule inside the bid document.
- 1.2 Interested eligible candidates may obtain further information from and inspect the Bid documents at the Procurement Office, East African Portland Cement Company Ltd, off Namanga Road Athi River, during normal working hours (08:30 – 15:30 local time on Mondays to Fridays except during lunch time from 13:00 to 14:00 hours and public holidays.).
- 1.3 A complete set of Bid documents will be emailed to you
- 1.4 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: 254 722 203 076 / 78 / 80 so as to be received on or before 12.00 noon Friday 28/09/2018. Bids submitted via e-mail shall not be accepted.
- 1.5 Prices quoted shall be net and inclusive of all taxes; and be in Kenya Shillings. They shall remain valid for a period of ninety (90) days from the closing date of the Bid.
- 1.6 Bids will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at East African Portland Cement Company Ltd' Boardroom.
- 1.7 All bids shall be accompanied by a bid security from the bank of not less than Kes 1,000,000/= (Kenya Shillings one Million) only.

The Managing Director
The East African Portland Cement Company Limited
Off Namanga Road, P O Box 20-00204
Athi River, Kenya.
Tel. 254 722 203 076 / 78 / 80
Ethics hotline: 0800 722 622
E-mail: info@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/Ladies:

Having examined the bidding documents including Addenda Nos..... [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide our outsourced services for Kunkur quarry operations, and in conformity with the said bidding document for the indicated price in our financial proposal 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 our Bid if accepted to commence the services in accordance with the delivery schedule specified in the Schedule of Requirements.

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.

A Bid security in the sum of Kes 1,000,000/= (Kenya Shillings one Million), is enclosed with this Bid. 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. 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 to bid is open to all bidders eligible as described in the instructions to bidders. Successful bidders shall provide **Outsourcing of Kunkur Quarry Mining Operations and Transport of Screened Kunkur and Fines to the Factory** for the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the bid documents.
- 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 unless where specially allowed under section 131 of the Act.
- 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 services under this Invitation for bids.
- 2.1.4. Bidders involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of bidding

- 2.2.1 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.
- 2.2.2 The Bid document will be sent at no charge at all.
- 2.2.3 The procuring entity shall allow the bidder to review the bid document free of charge before purchase.

2.3 Contents of bid documents

- 2.3.1. The bid document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to bids
- i) Instructions to bidders

- ii) General Conditions of Contract iii)
Special Conditions of Contract iv)
Schedule of Requirements
- v) Details of service
- vi) Form of bid
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Bid security form
- xi) Performance security form
- xii) Principal's or manufacturers authorization form xiii)
Declaration form

2.3.2. 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.

2.4 Clarification of Documents

2.4.1. A prospective candidate making inquiries of the bid document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for bids. The Procuring entity will respond in writing to any request for clarification of the bid documents, which it receives no later than three (3) 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 who have received the bid documents".

2.4.2. The procuring entity shall reply to any clarifications sought by the bidder within 2 days of receiving the request to enable the bidder to make timely submission of its bid

2.5 Amendment of documents

2.5.1. 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 issuing an addendum.

2.5.2. All prospective bidders who have obtained the bid documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3. 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.

2.6 Language of bid

2.6.1. The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring entity, shall be written in English language. 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.

2.7 Documents Comprising the Bid

The bid prepared by the bidder shall comprise the following components:

(a) A Bid Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.

(b) Documentary evidence established in accordance with Clause 2.11 that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;

(c) Bid security furnished is in accordance with Clause 2.12 (d)

confidential business questionnaire

2.8 Form of Bid

2.8.1 The bidders shall complete the Form of Bid and the appropriate Price Schedule furnished in the bid documents, indicating the services to be performed.

2.9 Bid Prices

2.9.1 The bidder shall indicate on the Price schedule the unit prices where applicable and total bid prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule and presented in the financial proposals shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

2.9.3 Prices quoted by the bidder shall remain fixed during the term of the contract unless otherwise agreed by the parties. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months) unless specified in the SCC.

2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% Of the original contract price.

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

2.10 Bid Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Bidders

2.11 Bidders Eligibility and Qualifications.

2.11.1 Pursuant to Clause 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.

2.11.2 The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring entity's satisfaction that the bidder has the financial and technical capability necessary to perform the contract.

2.12 Bid Security

2.12.1 The bidder shall furnish, as part of its bid, a bid security for the amount and form specified in 2.12.2 and in the Invitation to bid.

2.12.2 The bid security shall be accompanied by a bid security of not less than Kes. 1,000,000/= (Kenya Shillings one Million only).

2.12.2 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 2.12.7

2.12.3 The bid security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

a) A bank guarantee.

NO INSURANCE BID SECURITY SHALL BE ACCEPTED FOR THIS PROCUREMENT.

2.12.4 Any bid not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20

2.12.5 Unsuccessful bidder's 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.

2.12.6 The successful bidder's bid security will be discharged upon the bidder signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

2.13 Validity of Bids

2.13.1 Bids shall remain valid for 90 days or as specified in the invitation to bid after 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.

2.13.2 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 2.12 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.

2.14 Format and Signing of Bid

2.14.1 The Bidder 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. Any bid that does not comply with this requirement shall be treated as none responsive.

2.14.2 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 un-amended printed literature, shall be initialed by the person or persons signing the Bid.

2.14.3 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.

2.14.4 All pages of the bid shall be signed or stamped or both. Bidders willing to number the bid contents are free to do so.

2.15 Sealing and Marking of Bids

2.15.1 Bidders shall submit a Technical Proposal and a financial proposal all in one envelope but with copies.

2.15.2 All activities and items described in the Technical Proposal shall be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. However the pricing shall only be done on the financial proposal.

2.15.3 The bid shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder themselves. The person who signed the proposal shall initial such corrections.

2.15.4 An authorized representative of the bidder shall initial all pages of the original Technical and Financial Bids. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Bids shall be marked "ORIGINAL" while copies of the same shall be marked "COPY".

2.15.5 The original and all copies of the bids shall be placed in a sealed envelope clearly marked "OUTSOURCING OF KUNKUR QUARRY MINING OPERATIONS AND TRANSPORT OF SCREENED KUNKUR AND FINES TO THE FACTORY" and be clearly marked "DO NOT OPEN, BEFORE 28th September 2018.

2.15.6 The inner and outer envelopes shall:

(a) be addressed to East African Portland Cement Company Limited at the following address:-

The Managing Director

The East African Portland Cement Company Limited

Off Namanga Road, P O Box 20-0204
Athi River, Kenya.

Tel. 254 722 203 076 / 78 / 80

Ethics hotline: 0800 722 622

E-mail: info@eapcc.co.ke, Website: www.eastafricanportland.com

16 Deadline for Submission of Bids

2.16.1 Bids must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than 12.00 noon Friday 28/09/2018.

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of bids by amending the bid documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky bids which will not fit in the Tender box shall be received by the procuring entity as provided for in the appendix.

2.17 Modification and withdrawal of bids

2.17.1 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 the submission of bids.

2.17.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of bids.

2.17.3 No bid may be modified after the deadline for submission of bids.

2.17.4 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 2.12.7.

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

2.17.6 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.

2.18 Opening of Bids

2.18.1 The Procuring entity will open all bids in the presence of bidders' representatives who choose to attend, at 12.00 noon Friday 28th September 2018 and in the location specified in the invitation to bid. The bidders' representatives who are present shall sign a register evidencing their attendance.

2.18.3 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.

2.18.4 The procuring entity will prepare minutes of the bid opening which will be submitted to the bidders that signed the bid opening register and will have made the request.

2.19 Clarification of bids

2.19.1 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 shall be sought, offered, or permitted.

2.19.2 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. Comparison or contract award decisions may result in the rejection of the bidders' bid.

2.20 Preliminary Examination and Responsiveness

2.20.1 The Procuring entity will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the bids are generally in order.

2.20.2 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 may be 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.

2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 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.

2.20.5 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 nonconformity.

2.21 Conversion to a single currency

2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of bid closing provided by the central bank of Kenya.

2.22 Evaluation and comparison of bids.

2.22.1 The procuring entity will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The Procuring entity's evaluation of a bid will take into account, in addition to the bid price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a) Operational plan proposed in the bid;

(b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be

applied: (a) Operational Plan.

The Procuring entity requires that the services under the Invitation for Bids shall be performed at the time specified in the Schedule of Requirements. A bidder offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule.

Bidders shall state their bid price for the payment on a schedule outlined in the special conditions of contract. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected bidder.

2.22.5 The bid evaluation committee shall evaluate the bid within 30 days from the date of opening the bid.

2.22.6 To qualify for contract awards, the bidder shall have the following: - (a) Necessary

qualifications, capability experience, services, Equipment and facilities to provide what is being procured.

(b) Legal capacity to enter into a contract for procurement

(c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing

(d) Shall not be debarred from participating in public procurement.

2.23. Contacting the procuring entity

2.23.1 Subject to paragraph 2.19, no bidder shall contact the procuring entity on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded.

2.23.2 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 bidders bid.

2.24 Award of Contract a)

Post qualification

2.24.1 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.

2.24.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.

2.24.3 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

2.24.3 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful bidder 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.

2.24.4 The procuring entity reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the procuring entity's action. If the procuring entity determines that none of the bidders is responsive; the procuring entity shall notify each bidder who submitted a bid.

2.24.5 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 Notification of award

2.25.1 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.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the bidder and the procuring entity pursuant to clause 2.29. Simultaneously the other bidders shall be notified that

2.25.3 Upon the successful Bidder's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to paragraph 2.12.

2.26 Signing of Contract

2.26.1 At the same time as the Procuring entity notifies the successful bidder that its bid has been accepted, the Procuring entity will simultaneously inform the other bidders that their bids have not been successful.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to the Procuring entity.

2.26.3 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.

2.27 Performance Security

2.27.1 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.

2.27.2 Failure of the successful bidder to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 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 or call for new bids.

2.28 Corrupt or Fraudulent Practices

2.28.1 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.

2.28.2 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.

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

2.29 Other sanctions

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

APPENDIX TO INSTRUCTIONS TO THE BIDDERS

The following information for procurement of services shall complement or amend the provisions of the instructions to bidders. Wherever there is a conflict between the provisions 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	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO BIDDERS
2.1	<p>Eligible Bidders shall provide the following:-</p> <ol style="list-style-type: none"> 1) Copy of certificate of Registration/Incorporation 2) Copy of Valid Tax Compliance certificate 3) Must Fill the Price Schedule in the format provided 4) Must Fill the Form of Tender in the format provided 5) Must Submit a Tender Security of Kshs. 1,000,000 (one million shillings only). 6) Must submit a duly filled up Confidential Business Questionnaire in format provided <p>The above requirements are mandatory and any bidder not meeting any of the above shall be treated as non-responsive</p>
2.1.3	The qualification statement shall be drawn on bidder's letterhead, signed and stamped.
2.1.4	A statement declaring bidder is not ineligible for corrupt and fraudulent Practices shall be drawn on bidder's letterhead, signed and stamped.
2.3.2	Pay special attention to this clause
2.8.1	Pay special attention to the clause (See 2.22.4 below)
2.9.1	Pay special attention to the clause

2.9.2	Prices quoted shall be inclusive of all the cost of the services quoted, including taxes payable and all incidental costs.
2.9.3	Price variations shall not be allowed at any part of the contract.
2.9.4	See 2.9.3 above.
2.10	The bid price shall be in Kenya shillings only. No other currency shall be allowed
2.11	Pay special attention to the clause. The requirements of this clause shall form part of the evaluation criteria.
2.12.2	The Bid security shall be not less than Kes 1,000,000/= (one Million) only and valid for 120 days from the date of bid submission. It shall be presented together with the technical proposal ONLY.
2.12.3 (a) & (b)	Pay special attention to the clause. The requirements of this clause shall form part of the evaluation criteria
2.12.4	Pay special attention to the clause. The requirements of this clause shall form part of the evaluation criteria. Bid securities from an Insurance company shall not be accepted for this procurement.
2.13.1	All bids shall be valid for ninety (90) days. Any bid whose validity is less than that period shall be considered as non-responsive.
2.14.1	Bidders shall prepare two copies and mark them clearly as "ORIGINAL BID" and "COPY BID".
2.14.2	All pages of the bid dossier shall be initialed by the bidder
2.14.3	Any alterations shall be initialed by the person or persons signing the bid. Any alterations not initialed shall lead to disqualification of the bid.
2.15.1	Bids must be received by 12 noon Friday 28/09/2018
2.16.1	Bids must be received by 12 noon Friday 28/09/2018
2.16.3	Tenders sent by post or courier shall be addressed to the Managing Director so as to reach his office on or before 12 noon Friday 28/09/2018. These and any bulk documents shall be deposited in the Tender Box in the presence of the Procurement Manager or his appointee. Tenders sent via e-mail shall not be accepted or evaluated.
2.18.1	Bids shall be opened immediately thereafter receipt on 12 noon Friday 28/09/2018.
2.20.2	The bid shall be awarded based on the corrected figure

2.20.4	<p>Under preliminary evaluation, the following shall be checked to confirm they conform:</p> <ul style="list-style-type: none"> • Valid Bid Security issued by a bank and NOT from an • Insurance Company • Copy of Certificate of Incorporation/Certificate of registration • Complied with all tax requirements. This will be confirmed from the KRA website. • Copy of Audited Accounts for the last two years(2016/2017) • Form of bid duly completed, signed, stamped and witnessed • Confidential Business Questionnaire on bidder’s letter header <p>A firm lacking in any of the above details that have not been classified as mandatory may be dropped at this stage and not progressed to the technical evaluation stage.</p>
2.20.5	<p>For a bid to be determined as responsive and award recommended, it shall:-</p> <p>a) Met the requirements of 2.20.4 above b) Meet the requirements of 2.22.5 below</p> <p>c) Award shall be to the lowest evaluated bidder.</p>
2.21.1	The Company shall allow bids only quoted in Kenya Shillings
2.22.3/4	Bidders to specify time that they will take to accomplish these services and indicate any alternative payment schedule that does not contravene the payment terms indicated under SCC 3.10

2.22.5	<p>Under technical evaluation, the following shall be considered:-</p> <ul style="list-style-type: none"> • Methodology statement of performance to demonstrate understanding of the task and staff requirements to deliver 1,000 tons per day or 22,000 tons per month of Kunkur • Logistical arrangements – availability of proposed plants (i.e. loaders, Mobile screens, crusher, Dozers, excavators, Tippers/dumper etc) • Financial capability and capacity to the assignment in totality provide a list and reference letters of clients (at least two) bidders has provided services of similar nature and size in the last two (2) years. This requirement does not exempt any bidder even those whose reference may be EAPCC • Due diligence to confirm capacity to perform <p>Under financial evaluation, the following shall be considered:-</p> <p>a) Financial ability (derived from certified financial statements for the last two years i.e. calendar year 2016 and 2017)</p> <p>b) Working Capital – Provide details of the tenderer’s bankers and letter from the bank to confirm suppliers’ ability to offer services efficiently.</p> <p>c) Quoted price per ton delivered to Athi River Plant . . . Payment terms indicated (in compliance with employer requirements) Validity of Price (statement clearly indicating price to be held constant for the contract period.</p>
2.22.6	<p>Over and above the requirements of this clause that shall form part of the evaluation criteria, bidders shall demonstrate they have the logistical capability to mine, screen and transport the Kunkur from Kunkur quarry to the Factory situated at Athi River Works.</p>
2.27	<p>Performance security shall be 10% of the awarded contract sum in form of a bank guarantee. No insurance performance securities shall be accepted.</p>

2.28	This shall lead to rejection of the bid in total and may be subject to debarment in future. Any member of public with any information may refer the same to the relevant state bodies or the Managing Director.
2.28.3	This will be taken very seriously and may result to a bid being declared non-responsive.

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

In this contract the following terms shall be interpreted as indicated:

- i. "The contract" means the agreement entered into between the Procuring entity and the bidder as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- ii. "The Contract Price" means the price payable to the bidder under the Contract for the full and proper performance of its contractual obligations.
- iii. "The services" means services to be provided by the contractor including materials and incidentals which the bidder is required to provide to the Procuring entity under the Contract.
- iv. "The Procuring entity" means the organization sourcing for the services under this Contract.
- v. "The contractor" means the individual or firm providing the services under this Contract.
- vi. "GCC" means general conditions of contract contained in this section vii. "SCC" means the special conditions of contract
- viii. "Day" means calendar day

3.2 Application

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

3.3 Standards

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

3.4 Use of Contract Documents and Information

3.4.1 The Bidder shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan,

drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract.

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

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

3.5 Patent Rights

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

3.6 Performance Security

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

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

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the Bid documents.

3.6.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Bidder's performance obligations under the Contract, including any warranty obligations, under the Contract

3.7 Inspection and Tests

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

3.7.2 The inspections and tests may be conducted in the premises of the Bidder or its subcontractor(s), at point of delivery, and/or at the Goods' final destination if conducted on the premises of the Bidder or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

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

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

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

3.8 Delivery and Documents

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

3.9 Insurance

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

3.10 Payment

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

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

3.11 Prices

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

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

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

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

3.12 Assignment

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

3.13 Subcontracts

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

3.14 Termination for Default

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

a) if the bidder fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.

b) if the bidder fails to perform any other obligation(s) under the Contract.

c) if the bidder, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the bidder shall be liable to the Procuring entity for any excess costs for such similar services.

3.15 Termination of insolvency

The procuring entity may at any time terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

3.16 Termination for convenience

3.16.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.16.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

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

3.17 Liquidated Damages

3.17.1. If the Bidder fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a

maximum deduction of 10% of the delayed goods and as per SCC. After this the Bidder may consider termination of the contract.

3.18 Resolution of Disputes

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

3.18.3 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

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

3.20 Force Majeure

3.20.1 The Bidder shall not be liable for forfeiture of its performance security or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.21 Applicable Law.

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

3.22 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC. A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

4.2 Special conditions of contract with reference to the general conditions of contract.

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.5.1	An indemnity on the bidder's letter head, signed and stamped shall form part of the bid document. None compliance may render the bid non-responsive.
3.6.1	Performance security shall be 10% of the awarded contract sum in form of a bank guarantee. No insurance performance securities shall be accepted.
3.7	Pay special attention to the clause. The evaluation committee shall visit the bidder's place of operation to ascertain bidder has the proposed plants (i.e. loaders, Mobile screens, crusher, Dozers, excavators, Tippers/dumper etc) and the capability to effectively perform as per the proposed methodology statement.
3.8	The awarded firm shall commence the assignment immediately and not later than seven (7) days from the date of contract execution. The bidder shall be deemed to have performed their obligation after delivery notes against weigh bridge (EAPCC's) tickets for each consignment are signed by the receiving officer to signify acceptance.
3.9	Awarded bidder shall insure his equipment and trucks as per the laws of Kenya, and all his employees as per the requirements of WIBA. He shall further abide with the safety requirements of the Company.
3.10	Mode of payments will be through EFT

<p>3.1.1</p>	<p>139. (1) An amendment or a variation to a contract resulting from a procurement proceeding is effective only if —</p> <p>(a) the variation or amendment has been approved in writing by the respective tender awarding authority within a procuring entity; and</p> <p>(b) any contract variations or amendments for goods, works and services shall be as prescribed.</p> <p>(2) An accounting officer of a procuring entity, on the recommendation of an evaluation committee, may approve the request for the following, which request shall be accompanied by a certificate from the tenderer making a justifications for such cost —</p> <p>(a) extension of contract period;</p> <p>(b) use of prime costs;</p> <p>(c) use of contingencies;</p> <p>(d) reimbursable costs; and</p> <p>(e) use of provisional sums.</p> <p>(3) No contract price shall be varied upwards within twelve months from the date of the signing of the contract.</p> <p>(4) For the purposes of this section, any variation of a contract shall only be considered after twelve months from the date of signing the contract and shall only be considered if the following are satisfied —</p> <p>(a) the price variation is based on the prevailing consumer price index obtained from Kenya National Bureau of Statistics or the monthly inflation rate issued by the Central Bank of Kenya;</p> <p>(b) the quantity variation for goods and services does not exceed fifteen per cent of the original contract quantity;</p> <p>(c) the quantity variation of works does not exceed twenty per cent of the original contract quantity;</p> <p>(d) the price or quantity variation is to be executed within the period of the contract; and</p> <p>(e) the cumulative value of all contract variations do not result in an increment of the total contract price by more than twenty five per cent of the original contract price.</p> <p>(5) An accounting officer of a procuring entity shall submit a quarterly report of their varied or amended procurement contracts to the Authority.</p> <p>(6) Where variations result in an increment of the contract price by more than twenty-five percent, such variations shall be tendered for separately.</p>

3.16	<p>a) Thirty (30) days' notice</p> <p>b) This shall be negotiated</p> <p>c) Thirty (30) days' notice- This is applicable for any general termination not clearly defined in this document</p>
3.14, 3.15 & 3.16	<p>Should the bidder not provide the services and the employer procures the same either in part or whole; the bidder shall bear the difference between the market price of the service so procured and the contract price for the cancelled portion. For the purposes of pricing such procurements, bidders shall complete the schedule 6 under day works.</p>
3.17	<p>Liquidated damages shall be 0.5% (point five percent) of the contract amount per day, up to a maximum of 10% of the contract amount or Kenya shillings ten million (10,000,000/=)</p>
3.18	<p>If any dispute arise between the Bidder and the employer in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. Should there be no solution to the dispute within thirty (30) days of engagement, then the parties shall seek help from the Institute of Arbitrators of Kenya and the cost of the arbitration shall be borne on a 50/50 basis by both parties.</p>
3.19	<p>The Contract shall be written in English language that shall also govern its Interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in English language.</p>
3.20	<p>Bidder shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p>

<p>3.21</p> <p>3.22</p>	<p>“Force Majeure” means an event beyond the control of the bidder and not involving the bidders fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the employer in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, riots, strikes and freight embargoes.</p> <p>If a Force Majeure situation arises, the bidder shall promptly notify the employer in writing of such condition and the cause thereof. Unless otherwise directed by the employer in writing the bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p> <p>The Applicable Law shall be the Laws of Kenya.</p> <p>The employers address for notice purposes shall be :-</p>
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	<p>The Managing Director East African Portland Cement Company Ltd Off Namanga Road, P O Box 20-00204 Athi River, Kenya.</p> <p>WHILE the Supplier’s Address for notice purpose shall be:-</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>..... Bidder</p> <p>to complete this section</p> <hr/>
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SECTION V – SCHEDULE OF REQUIREMENTS & SPECIFICATIONS

GENERAL

1. These specifications describe the basic requirements for Outsourcing of Kunkur Quarry Mining Operations and Transport of Screened Kunkur and Fines .Tenderer's must submit with their tender the detailed specifications of their proposed equipment. The Employer reserves the right to reject the Outsourcing services if deviations critical to the implementation arise.

2. At the expiry of the contract period, the contract shall be open for negotiation for a further Extension based on performance.

3. Kunkur Quarry is 10Kms from Athi River Works along the Nairobi –Mombasa highway.

3.1 Mining plan:

EAPCC will allocate the bidder a mining area and continuously guide the contractor as he mines throughout the contract period

- Kunkur will be crushed and screened on a ¼" screen
- The average recovery of screened material is between 30 and 70%
- Where advised, Kunkur may be mined "As-dug"
- Kunkur "As-dug" recovery is 100%
- Overburden is soft, comprising black cotton soil. Thickness of overburden will generally range from 1m in a fresh area to about 2m in old pits

3.2 Quality:

EAPCC will continuously test to ensure the material delivered to the plant is of expected quality on basis of total carbonate and moisture

3.3 Waste dumping

The Bidder will remove overburden and dump as guided by EAPCC, rip or excavate the Kunkur, screen and deliver to the Athi river plant

Mining and haulage Equipment

4. The prospective bidder is expected to deploy on the ground equipment sufficient to undertake full mining as indicated under clause 5 below.

5. To optimally run operation, prospective bidders are thus required to have the following equipment as a minimum:-

S/No	Equipment	Capacity	Qty	Remarks
1	Jaw Crusher Grizzlier Feeder	Min 200tph	1	Oversize material crushing and screening
2	Crawler excavators all with bucket and one hvdraulic	Min 30tons (bucket 2.5m ³)	2	Opening pits, feeding mobile screens and breaking
3	Front end loader	3.5 – 4.0m ³	2	Loading Kunkur onto trucks.

6. The above equipment required for mining purposes, **MUST** be either **NEW** or at the minimum **NOT MORE** than eight (8) years old from the date of manufacture. For plants not new, maintenance records shall be required to gauge capacity to meet our requirements

7. The distance from the Kunkur quarry to the factory is approximately 10 K m along Nairobi Mombasa Highway. To effectively haul finished product the factory, the following minimum equipment are necessary;

S/No	Equipment	Capacity	material	Qty/month	Qty	Remarks
1.	Tipping trailers	20 – 30MT	Kunkur	22,000MT	20	Kunkur Transport

NB: Bidders are allowed to hire trucks for transportation of Kunkur from Kunkur quarry to the plant in Athi River. However proof of lease arrangements shall be attached as part of this bid.

8. The prospective bidder is thus expected to give a methodology statement on his approach to undertake the mining and transport operations in line with clause 5 and 6 above.

9. A pre-tender visit shall be mandatory for all prospective bidders to enable them fully appreciate the mining process. It is very important for bidders to note the following:-

a) The Bidder **MUST** visit and examine the site and its surroundings and obtain

for himself on his own responsibility, all information that may be necessary for preparing the Bid and entering into contract. The costs of visiting the site shall be the Bidder's own responsibility. A site visit confirmation form shall form part of this bid document.

b) The Bidder and any of his personnel or agents shall be granted permission by the employer to enter upon premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, his personnel or agents, shall release and indemnify the Employer from and against all liability in respect of, and shall be responsible for personal injury (where fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, which but for the exercise of such permission, would not have arisen.

c) The Employer shall organize a site visit on Wednesday 19/09/2018. Bidders who have the tender document are required to assemble at plant in Athi River by 10am. They shall contact the Company Production Manager who shall accompany them to the site.

Bidders must provide their own transport. The representative shall not be available at any other time for the site inspection visits. The site visit is mandatory.

10. Payments for transported products shall be based on receipts at the factory through the Company's weighbridge.

11. The Estimated screened Kunkur production target 1,000 tons respectively per day. The successful tenderer is expected to meet at the minimum 90% of this target.

12. The successful tenderer shall provide the required equipment, fuel, and operators and provide all the maintenance needs to effectively support the production at his own cost including watching.

13. The successful tenderer shall be expected to be ready for production with his equipment delivered to Kunkur quarry site not more than seven (7) days from the date of signing of the Contract. The tenderer shall be expected to state how soon his equipment shall be available.

14. The tenderer is expected to put as part of the tender a methodology statement that best describes his understanding of the process and how he intends to manage his teams on site.

15. The successful tenderer shall be expected to fully comply with EAPCC's Safety, Health & Environment requirements and MUST fulfill all NEMA requirements. The tenderer is encouraged to seek this information from SHE section and familiarize himself with it during tendering process.

16. The successful tenderer shall provide the services on the days and at the times specified below:

Mining working hours

Monday – Saturdays, Sundays and Public holidays: Up to 3 shifts with prior notification to EAPCC

Raw materials receipts at the factory.

Monday – Saturdays: 6.00 am – 6.00 pm

Sundays and Public Holidays: As notified by the Company in writing from time to time.

17. The successful bidder shall be required to show proof of qualified personnel who must include a licensed blaster as required by Explosives Act

18. The Company shall negotiate with the successful bidder:

Size:

5% Max on 10 mm sieve

5% Max on 60mm sieve

0% Max on 80 mm sieve

Quality:

% Total Carbonate as advised for blending purposes

Moisture <5%

A. Mandatory Requirements:

The following requirements are mandatory and any bidder not meeting any of them shall be treated as non-responsive

<u>MR</u>	<u>Description</u>	<u>Bidders Response</u>
<u>MR1</u>	Copy of certificate of Registration/Incorporation	
<u>MR2</u>	Copy of Valid Tax Compliance certificate	
<u>MR3</u>	Must Fill the Price Schedule in the format provider	
<u>MR4</u>	Must Fill the Form of Tender in the format provided	
<u>MR5</u>	Must Submit a Tender Security of Kshs. 1,000,000 (one million shillings only).	
<u>MR6</u>	Must submit a duly filled up Confidential Business Questionnaire in format provided	

B. Technical evaluation

Basis	Criteria	Score
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A. Capability	<u>Technical evaluation</u>	
	1. Capacity	
	a) Methodology statement of performance to demonstrate understanding of the task and staff Requirements to deliver 22,000 tons of Kunkur per month	10
	b) Logistical arrangements – availability of proposed Plants (i.e. loaders, Mobile screen, crusher, excavators, Tippers etc)	18
	c) Due diligence to confirm capacity to perform	8
	d) Submit a completed company’s profile using the Confidential Business Questionnaire in appendix 1of this tender document	3
	e) Statement of verification that the tenderer is not debarred in the matter of the Public Procurement and Asset Disposal Act 2015	3
	f) Tenderer’s safety policy	7
	g) Provide a list and reference letters of all clients, (minimum 2) you have provided services of similar nature in the last two (2) years. This requirement does not exempt any bidder even those whose reference may be EAPCC.	3
	2. Financial Capability	
	a) Annual Turnover (as supported by latest 2 years audited accounts)	5
	b) Working Capital – Provide details of the tenderer’s bankers and letter of comfort from the bank to confirm suppliers’ ability to offer services.	5
	c) Provision of tenderer’s bankers and insurance providers.	3
	NB: Submit audited accounts for the last 2 financial years (2015/16 & 2016/17) and names of the tenderers’ bankers, auditors and insurance service providers	

TOTAL	65
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C. Commercial Evaluation Criteria

Basis	Criteria	Score
	<u>Commercial evaluation</u>	
A. Price schedule	i) Price – per ton Screened Kunkur delivered ex-works.	15
	ii) Price – per ton Kunkur delivered ex-works	10
	iii) Filled in the stipulated format (form of tender)	2
	v) Payment terms indicated (in compliance with employer requirements)	2
	v) Validity of Price (statement clearly indicating price to be held constant for the contract period)	3
B. Delivery period	i) Delivery of equipment to site in line with Tender	3
TOTAL		35

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. The minimum technical score required to pass is 70 Points.
- b) The lowest priced bidder who scores the highest mark that is more than 70 points shall be considered for award.
- c) Should none of the bidders score 70 and above, then the evaluation committee shall recommend re-tendering of this bid.

Bills of Quantities

Item	Description	Quantity in Metric Tons per month	Unit Price	Total price Kes
1	Outsourcing of Kunkur Quarry Mining Operations	22,000.00		
Total (Kes) to the Form of Bid (summary form under financial proposal)				

GRAND SUMMARY

ITEM	AMOUNT – Kes
Total per month from the BOQ	
Add 16% VAT (If applicable)	
TOTAL BID SUM TO THE FORM OF BID UNDER FINANCIAL PROPOSAL	
AMOUNT IN WORDS AND INCLUSIVE OF ALL TAXES	
Name of Bidder..... Physical Address..... Building..... Town..... Name of Authorised Representative of Bidder..... Signature..... Date..... Official Stamp/Company Seal	

SCHEDULE OF PARTICULARS

These Particulars are to be entered in the appropriate place on the following pages. Failure to complete all of these schedules fully or the giving of false information may invalidate the Bid and cause for forfeiture of the Bid Bond.

SCHEDULE 1 – FINANCIAL STATUS

- a) Name and Address of bankers (State Branch) Postal Address and Account No..... b) Name of Account Held at that Branch.....
- c) Bidder to sign here authority by the Bank Manager to release details of the Account to Managing Director, The East African Portland Cement Company Ltd P.O. Box 20-00204 Athi River or his authorized representation upon production of this signed authority.
- d) Annual turnover of the last Audited Account.....
- e) Financial year for which the most recent audited account may be inspected at registrar of Companies.....
- f) Maximum value of all Contracts worked concurrently within the last two years.....
.....
.....
- g) Indicate the earliest time you will be able to mobilize the equipment to the quarry
.....
.....

SCHEDULE 2 – SCHEDULE OF INSURANCE

The bidder is supposed to fill the following table

No.	Type of Insurance	Name of Company	Registered Address
1	WIBA		
2	Third party insurance cover For the mining equipment		
3	Compressive cover for motor vehicles		
4	Any other Insurance cover held by the bidder for this		

NB: Attach copies of policy documents or letters from the underwriters indicating their willingness to cover you should you be awarded.

We hereby certify that we have been advised by the Insurance Companies their willingness to provide us with the required insurance cover notes. We further certify that we will obtain the covers from a Company acceptable by the employer for this contract.

Signature.....

Name.....

DATE.....

SCHEDULE 3 –MINING EQUIPMENT IN THE OWNERSHIP OF THE BIDDER TO BE USED ON THIS CONTRACT

S/No.	MAKE & MODEL	Reg No.	YEAR OF MANF	CONDITION
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

I certify that the items listed above will be available for use if my bid is successful.

Sign..... Date.....

SCHEDULE 4–TRUCKS FOR TRANSPORT TO BE HIRED BY THE BIDDER FOR THIS CONTRACT

S/No.	MAKE & MODEL	YEAR OF MANF	NAME OF SUPPLIER	DATE EQUIPMENT WILL	CONDITION
1					
2					
3					
4					
5					
6					
7					
8					
9					
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We hereby confirm that the item of plant listed here above represent those resources that will be used by ourselves for the act and prompt performance of this contract. The resources will be maintained in good working order at all times and that in event of the breakdowns, suitable stand by trucks will be promptly brought on to the work to continue with the smooth progress of the Contract.

Sign..... Date.....

SCHEDULE 5 – PARTICULARS OF PREVIOUS EXPERIENCE

Bidders must insert in the space below and submit with the Bid the following statements, showing a list of works they have successfully carried out within the last three years

NAME OF CLIENT	NATURE OF WORK	VALUE OF WORK	YEAR COMPLETED	REMARKS

I hereby certify that the above works have been successfully carried out by me/us and that I am fully experienced and competent in the type of work included in this bid and have adequate financial resources to carry out the work in this contract within the period for completion.

Sign..... Date.....

SCHEDULE 6 – DAY WORKS (RATES)

The rates entered in this section will be used in assessing the cost of any extra work Ordered by the Company on execution on day works basis. If any rate is found to be in excess of the prevailing market rates, the Company shall use the market rates for this purpose. The rates indicated are to include for contractor's profit, administration tools, supervision, overhead costs and all other costs in relation to the provision of labour, materials or equipment

S/No	Item description	UoM	Qty	Unit Rate (Kes)
1	Tipping Trailers	Ton	20	
2	Mobile crusher with screen (Min 200tph)	Hr	1	
3	Crawler excavators all with bucket and one hydraulic breaker (Min 20tons -bucket 2.5m ³)	Hr	2	
4	Front end loader (3.5 -4m ³)	Hr	1	
5	Labourer	Hr	1	
6	Watchman for day, night, Sunday and public holiday. Include for fire and hand lamps	Hr	1	

SCHEDULE 7 – PARTICULARS OF SUPERVISORY STAFF

Bidder to state particulars of supervisory staff to be employed on the works giving details or name, qualification experience (Listing previous job worked on the dates and what capacity and position to be held on site)

- 1. Site Agent Name.....

Qualification.....

Experience.....

- 2. Works Supervision Name.....

Qualifications.....

Experience.....

The Bidder can add the list of experience staff in separate sheet of paper.

I hereby certify that the above supervision staff are under my employment or are to be employed and are fully experienced to complete the type of work included the Bid if my/our bid is accepted.

Signature.....

Date.....

Director.....

CV's and copies of the above employees shall form part of the bid document.

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

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

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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.

<p>Part 1 General</p> <p>Business Name.....</p> <p>Location of Business Premises</p> <p>Plot No,..... Street/Road</p> <p>Postal address Tel No.....</p> <p>Fax Email.....</p> <p>Nature of Business</p> <p>Registration Certificate No.</p> <p>Maximum value of business which you can handle at any one time – Kshs.....</p> <p>Name of your bankers.....</p> <p>.....</p> <p>Branch.....</p>
--

	<p align="center">Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details</p>																				
	<p align="center">Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	<p align="center">Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
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	<p>Date.....Signature of Candidate.....</p>																				

SECTION VII-STANDARD FORMS

NB:

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

BID SECURITY FORM

Whereas [name of the Bidder] (Hereinafter called “the Bidder”) has submitted its Bid dated [date of submission of Bid] for the[name and/or description of the service] (hereinafter called “the Bid”) KNOW ALL PEOPLE by these presents that WE of having our registered office at (hereinafter called “the Bank”), are bound unto [name of Procuring entity} (hereinafter called “the Procuring entity”) in the sum of for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 2018.

THE CONDITIONS of this obligation are:-

1. If the Bidder withdraws its 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 its Bid by the Procuring entity during the period of Bid validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security in accordance with the Instructions to Bidders;

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This Bid guarantee will remain in force up to and including thirty (30) days after the period of Bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature and seal of the bank]

CONTRACT FORM

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

WHEREAS:

- A) The Employer has invited bids for Goods and anxillary Services viz Contract No. EAPCC/165/2018 - Outsourcing of Kunkur Quarry Mining Operations
- B) The Employer has by a Letter of Acceptance dated the accepted a bid by the Supplier for the supply of computers.

NOW THIS AGREEMENT WITNESSESTH as follows:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to;
2. The following documents shall be deemed to form and be read and construed as part of this Agreement; viz.:
 - (a) The Form of Agreement; (b) The Letter of Acceptance;
 - (c) The said Bidder and Appendix; (d) Special Conditions of Contract; (e) The Conditions of Contract;
 - (f) General Conditions of Contract; (g) The Technical Specifications;
 - (h) The Priced Bill of Quantities (Schedule of Prices); (i) Purchaser’s notification of award;
 - (j) The Schedules of Supplementary Information and

(k) Any other documents forming part of the Contract

3. This contract shall prevail over all other contract documents. In the event of any discrepancy or inconsistency within the contract documents, then the documents shall prevail in the order listed above.

4. In consideration of the payment to be made by the Employer to the Supplier as hereinafter mentioned the Supplier hereby covenants with the Employer to provide the goods and services and to remedy defects thereto in conformity in all respects with the provisions of the Contract.

5. The Employer hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

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

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

DIRECTOR

)
)
)
)

DIRECTOR

)
)
)
)
)
)

PERFORMANCE SECURITY FORM

To [name of
Procuring entity]

WHEREAS [name of Bidder] (hereinafter called
“the Bidder”) has undertaken , in pursuance of Contract No. _____
_____ [reference number of the contract] dated _____ 20 _____
_____to supply [description of goods] (hereinafter
called “the Contract”).

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

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

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

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

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

FORM OF WRITTEN POWER OF ATTORNEY

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

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

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

.....
(Representative's Signature)

CERTIFICATE OF BIDDER'S VISIT TO SITE

This is to certify that

.....

being the authorized representative/Agent of
M/s.....

.....

..... Participated in the organized
inspection visit of the site of the works for Contract No. EAPCC/165/2018. - Outsourcing
of Kunkur Quarry Mining Operations .

Signed.....
(Employer's Representative)

Date.....

Rubber Stamp

NOTE: As a condition of bidding, all bidders shall visit the site of operations.
This form is to be completed whether the site visit is made at the time of the organized
site or privately organized.