



East African Portland
Cement Co. Ltd

Holding Life Together

TENDER NO. EAPCC/OT/156/2018

**SUPPLY AND DELIVERY OF ONE
HUNDRED THOUSAND (100,000) METRIC
TONNES OF CLINKER TO ATHI RIVER
(IN MONTHLY TRANCHES OF 10,000 MTS)**

CLOSING DATEMay, 18th 2018

CLOSING TIME12.00 noon

Contents

SECTION I – INVITATION TO BID.....	3
FORM OF BID.....	4
SECTION II - INSTRUCTIONS TO BIDDERS	6
APPENDIX TO INSTRUCTIONS TO BIDDERS.....	16
SECTION III - TECHNICAL SPECIFICATIONS.....	19
PART IV : VERIFICATION OF BUSINESS SUSTAINABILITY.....	26
SECTION V - SCHEDULE OF REQUIREMENTS AND PRICE SCHEDULE	27
CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM.....	30

SECTION I – INVITATION TO BID

SUPPLY AND DELIVERY OF 100,000MT OF CLINKER

- 1.1 The East African Portland Cement Company Ltd, one of the leading Cement manufacturing Companies in Kenya, invites sealed bids from eligible candidates for **Supply and delivery of One Hundred Thousand (100,000) Metric Tonnes of clinker in monthly tranches of 10,000 MT**. The detailed breakdown of the requirements can be obtained in the schedule of requirements/price schedule stipulated in this bid document.
- 1.2 Interested eligible candidates may obtain further information from the Bid documents or contact the Procurement Office, East African Portland Cement Company Ltd, off Namanga Road Athi River, during normal working hours (08:30 – 15:30 local time on Mondays to Fridays except during lunch time from 13:00 to 14:00 hours and public holidays.).
- 1.3 Completed Bid documents are to be enclosed in plain sealed envelopes marked with Bid reference number and be deposited in the Bid Box located at the Customer Care office next the main entrance, East African Portland Cement Company Ltd, Off Namanga Road, Athi River, **P O Box 20-00204, Athi River, Kenya; Tel: 254-0709 855 000** so as to be received on or before Friday , May 18th 2018 at 12.00 Noon
- 1.4 Prices quoted shall clearly show if all taxes are exclusive or inclusive; and be in Kenya Shillings. They shall remain valid for a period of one hundred and eighty (180) days from the closing date of the Bid.
- 1.5 Bids will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at East African Portland Cement Company Ltd Boardroom.
- 1.6 All bids shall be accompanied by a bid security from the bank of not less than Kes 2,000,000/= (Kenya Shillings Two Million) only
- 1.7 The East African Portland Cement Company Ltd reserves the right to accept /reject all or part of the Bids and is not bound to give reasons for doing so.

**For: Managing Director
The East African Portland Cement Company Ltd
Off Namanga Road,
P O Box 20-00204
Athi River, Kenya.
Tel. 254-0709 855 000**

E-mail: info@eapcc.co.ke

Website: www.eastafricanportland.com

FORM OF BID

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

Gentlemen:

Having examined the bidding documents including Addenda Nos..... [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer **Supply and delivery of One hundred thousand (100,000) Metric Tonnes of Clinker to be supplied in monthly tranches of 10,000 MT**, 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 eighty (180) 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 2,000,000/= (Kenya Shillings Two Million) is enclosed with this bid. The bid security is valid for at least 120 days from the date of submission

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

We hereby agree that any errors in our Bid shall be adjusted as defined in the Bid Document under instructions to Bidders.

Dated this _____ day of _____ 2018

(Name) _____

(Signature) _____

In the capacity of _____

duly authorized to sign Bids, for and on behalf of

P. O. Box _____ Code _____

Name of Witness _____ Address _____

SECTION II - INSTRUCTIONS TO BIDDERS

2.1 Eligible Bidders

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

2.2 Eligible Goods

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

2.3 Cost of Bidding

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

2.4 The Bid Document

- 2.4.1 The Bid document comprises the documents:
 - (i) Instructions to Bidders
 - (ii) Schedule of requirements
 - (iii) Bid Form and Price Schedules
 - (iv) Bid Security Form
 - (v) Performance Security Form
 - (vi) Confidential Business Questionnaire

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

2.5 Clarification of Documents

2.5.2 A prospective Bidder requiring any clarification of the Bid document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Bid. The Procuring entity will respond in writing to any request for clarification of the Bid documents, which it receives not later than seven (7) 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

Head of Supply Chain

The East African Portland Cement Company Ltd

Off Namanga Road,

P O Box 20-0024

Athi River, Kenya.

Tel. 254-0709 855 000

Email: ngala.oloiptip@eapcc.co.ke or catherine.otido@eapcc.co.ke

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

2.6 Amendment of Documents

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

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

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

2.7 Language of Bid

2.7.1 The Bid prepared any correspondences and documents relating to the Bid document shall be written in English language, any printed literature furnished by the Bidder written in another

language shall be accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.

2.8 Documents Comprising of Bid

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

2.9 Bid Forms

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

2.10 Bid Prices

- 2.10.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices and total Bid price
- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the procuring entity.
- 2.10.3 Quoted prices by the Bidder shall be fixed during the contract performance and shall not be subject to variation on any account. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22
- 2.10.4 The validity period of the Bid shall be 180 days from the date of opening of the Bid.
- 2.10.5 Quoted price shall be for **Delivered Duty Paid (DDP) Athi River**

2.11 Bid Currencies

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

2.12 Bidders Eligibility and Qualifications

2.12.1 Pursuant to paragraph 2.1. The Bidder shall furnish, as part of its Bid, documents establishing the

Bidder's eligibility to Bid and its qualifications to perform the contract if it's 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 bid security shall be **Kes.2, 000,000.00** from a reputable bank in Kenya. **Insurance Bid Bonds shall not be accepted. If a bidder issues Insurance they shall be disqualified.**

2.15 Validity of Bids

2.15.1 Bids shall remain valid for 180 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 bidding entity shall prepare two copies of the Bid, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.16.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person(s) duly authorized to bind the Bidder to a contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Bid. All pages of the Bid, except for 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 two envelope tender)

2.17.1. Bidders shall submit a Technical Proposal that shall not include any financial information. A Technical Proposal containing financial information shall be declared non responsive.

2.17.2 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.

2.17.3 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.

2.17.4 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 dully authorized to sign. The signed Technical and Financial Bids shall be marked “ORIGINAL” while copies of the same shall be marked “COPY”.

2.17.5 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL” Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by the name of the assignment, and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.” The envelopes containing the Technical and Financial Bids shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title of the contract, and be clearly marked “DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE ...The Company shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this shall constitute grounds for declaring the Proposal non-responsive.

2.17.6 The inner and outer envelopes shall be addressed to East African Portland Cement Company Limited at the following address:-

**TENDER No: EAPCC/OT/156/2018; SUPPLY AND DELIVERY OF 100,000MTS OF CLINKER;
DO NOT OPEN BEFORE; MAY, 18TH 2018 AT 12.00 NOON.**

**Managing Director
The East African Portland Cement Company Ltd
Off Namanga Road, P O Box 20-00204
Athi River, Kenya.
Tel. 254-0709 855 000**

2.18 Deadline for Submission of Bids

- 2.18.1 Bids must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than 12 Noon –Friday May 18th 2018
- 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 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 14 days of the validity period from the date of opening the Bid.

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

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

2.25 Preference

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

2.26 Contacting the Procuring entity

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

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

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

(b) Award Criteria

2.27.3 The Procuring entity will award the contract to the successful Bidder(s) whose Bid has been determined to be substantially responsive and has been determined to be the lowest evaluated

Bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

(c) Procuring entity's Right to Vary quantities

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

(d) Procuring entity's Right to accept or Reject any or All Bids

2.27.5 The Procuring entity reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder or Bidders of the grounds for the Procuring entity's action

2.28 Notification of Award

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

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

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

2.29 Signing of Contract

2.29.1 At the same time as the Procuring entity notifies the successful Bidder that its Bid has been accepted, the Procuring entity will send the Bidder the Contract Form detailing contract format.

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

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

2.30 Performance Security

2.30.1 Within seven (7) days of the receipt of notification of award from the Procuring entity, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the Bid documents, or in another form acceptable to the Procuring entity.

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

2.31 Corrupt or Fraudulent Practices

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

- (i) “Corrupt practice” means the offering, giving, receiving, or soliciting of 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
2.33.4.	<p>Qualification requirements.</p> <ul style="list-style-type: none"> (a) Valid tax compliance (b) Company registration certificate (c) Bid Bond in the required format (d) Not under a declaration of ineligibility for corrupt and fraudulent practices anywhere in the world <p>The above requirements are <u>MANDATORY</u> and any bidder not meeting any of the above shall be treated as non-responsive.</p>
2.33.5.	<p>1.A statement declaring bidder is not ineligible for corrupt and Fraudulent practices anywhere in the world</p> <p>2.Bidder shall disclose the country of origin of the goods</p>
2.33.6.	<p>1.Prices offered shall be landed cost of the Clinker in Athi River but on consignment basis of 10,000MT per month in form of LPO EAPCC shall advise in advance if it requires a larger consignment.</p> <p>2. Deliveries will be in batches of 1,000 tons and payment made before deliveries</p> <p>3. Every consignment should be accompanied by a Certificate of Analysis</p>
2.33.7.	<p>No price variations are applicable in the performance of this contract Within one year.</p>
2.33.8.	<p>A bid bond shall be for Kes 2,000,000.00 from a reputable bank in Kenya or internationally. No bid bond from insurance bond shall be accepted.</p>
2.33.9.	<p>Any alterations shall be initialed by the person(s) signing the bid. Any Alterations not initialed shall lead to disqualification of the bid.</p>

2.33.10.	For a bid to be determined as responsive and award recommended, it shall:- a) Meet the requirements of 2.33.4 above and 2.33.12 below b) Award shall be to the lowest evaluated bidder.
2.33.11.	Under preliminary evaluation, the following shall be checked to confirm they conform: <ul style="list-style-type: none"> ✓ Form of bid duly completed, signed, stamped & witnessed ✓ All alterations countersigned ✓ Authority to seek reference(This is MUST) ✓ List of clientele of similar assignments with contract name / Tel No and value of business within last three years 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.
2.33.12.	Under technical evaluation, the following shall be considered:- <ul style="list-style-type: none"> ✓ Conformity to Specification ✓ Capability and capacity ✓ List of clientele of similar assignments ✓ Financial ability (derived from certified financial statements for the last two years i.e. 2015 & 2016) ✓ Turnover (of not less than US\$ 5Million per annum) ✓ Conformity to Specification (Bidders shall attach a Certificate of Analysis of the clinker they intend to supply) the technical evaluation will primarily be based on the quality of clinker the bidder intends to supply.
2.33.13.	No pre-qualification shall be applicable
2.33.14.	Quantity variation shall not exceed 10% of awarded quantity and may be varied within the life of the contract
2.33.15.	Contract agreement shall be considered executed after delivery of 100,000MT

SECTION III - TECHNICAL

SPECIFICATIONS General

1. These specification describes the basic requirements of goods. Bidders are requested to submit with their offers the detail specifications, drawings, catalogues, etc. for the products they intend to supply.
2. Bidders must indicate on the specifications sheets whether the material offered comply with each specified requirement.
3. All the specifications and capacities of the material to be supplied shall not be less than those required in these specifications/requirements. Deviations from the basic 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 the products.

TECHNICAL SPECIFICATIONS

A. CLINKER CHEMICAL PARAMETERS

A. CHEMICAL PARAMETERS

(i) Basic Oxides	EAPCC REQUIREMENTS	Bidders Response
SiO ₂ %	21 – 23	
Al ₂ O ₃ %	4 – 6	
Fe ₂ O ₃ %	2 – 4	
CaO %	63 – 66	
LSF %	0.90-0.96	
(ii) Clinker Compounds		
C ₃ S %	50 Min	
C ₂ S %	28 Max	
C ₃ A %	6 Min	
C ₄ AF %	12 Max	
FCaO %	1.5 Max	
(iii) Impurities/ Volatiles		
MgO %	3.0 Max	
SO ₃ %	0.65 Max	
K ₂ O %	0.5 Max	
Na ₂ O %	0.3 Max	
Chlorides %	0.02 Max	

B. PHYSICAL PARAMETERS

Litre Weight	gm/lt	1200-1350	
Size		(i) (- 3 mm) Max 5% (ii) (+ 3 mm – 25 mm) Min 85% (iii) (+25 mm) Max 5%	
Moisture	%	1.0 Max	
Insoluble Residue	%	0.5Max	
Loss on Ignition	%	0.7 Max	

IMPORTANT

BIDDERS **MUST** PROVIDE CERTIFICATE OF ANALYSIS FROM AN ACCREDITED LABORATORY WITH SPECIFIC RESULTS AND NOT A RANGE.

Bidder shall also specify both the chemical and physical parameters of the Clinker they are offering in the bidder's specifications column shown above

EVALUATION CRITERIA

A. Mandatory Requirements

No.	Requirements	Responsive or Non Responsive
MR1	Must submit a copy of Certificate of Registration/Incorporation	
MR2	Must submit a copy of valid Tax Compliance Certificate	
MR3	Must submit Bid Bond in the required format	
MR4	Must submit a self declaration that the Firm is not ineligible for corrupt and fraudulent practices/ not debarred from participating in Public Procurement.	

Note: The above requirements MUST BE MET by the tenderer not withstanding other requirements in the tender document. Bidders not meeting ANY of the above shall be treated as non-responsive

B. Technical Evaluation

Basis	Criteria	Score
A. Capability	(a) Annual Volume Handled- <i>the higher the volume the higher the score</i>	3
	(b) Proof of sourcing and Logistics(<i>Certified copies of 3Bill of Ladings</i>)	7
	(c) Financial Capability –Turnover/Working Capital- <i>derived from certified Financial statements for 2015-2016</i>	10
B. Compliance	3. Technical Specifications requirements	
	A: Chemical Parameters	
	(i) Basic Oxides	
	SiO2 % 21	2
	Al2O3 % 4	2
	Fe2O3 % 2	2
	CaO % 63	2
	LSF % 0.90	4
	(ii) Clinker Compounds	
	C3S % 50	4
	C2S % 28	1
	C3A % 6	2
	C4AF % 10	1
	FCaO % 1.5	3
	(iii) Impurities/ Volatiles	
	MgO % 3.0	3
	SO3 % 0.65	2
	K2O % 0.5	2
	Na2O % 0.3	2
	Chlorides % 0.02	2
	C. PHYSICAL PARAMETERS	
	Liter Weight gm/lt 1200-1350	4
	Size (i)<3 mm- Max 5%	2
	(ii)>3mm-25mm-Min85%	2
	(iii)>25mm-Max 5%	2
	Moisture % 1.0 Max	2
	Insoluble Residue % 0.5Max	2
	Loss on Ignition % 0.7 Max	2
	TOTAL	70

Note:

Technical evaluation pass mark score shall be 80% (56/70) and only bidders meeting the technical requirements shall proceed to commercial evaluation

C. Commercial Evaluation

Under commercial evaluation the following will be considered:

Basis	Criteria	Score
Price schedule	I. Price	20
	II. Payment Terms	5
	III. Delivery period	5
Total Score		30

IMPORTANT NOTICE.

1. The clinker will be Delivered Duty Paid (DDP) Athi River.
2. Estimated monthly consumption is 10,000 MTS advised by monthly LPOs. Should EAPCC need more it shall advise the bidder in advance.
3. The most preferred payment Terms will be prepayment for deliveries in batches of 1,000 MT

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

--

PROFILE OF THE COMPANY

(You are advised that it is a serious commission to give false information under this section as it may render your bid being automatically disqualified).

PART I: GENERAL INFORMATION

- a) The questionnaire must be fully and comprehensively completed in all respects
- b) Information given by the applicant shall be treated in strict confidence.
- c) Any information given and later found to be incorrect shall lead to disqualification of the Bidder.

PART II: BIDDER DETAIL

The purpose of this section is to provide the required background information of the bidder organization.

1)	Provide documentary evidence of the registered name and number of your company and date of registration (Attach certified copies of Incorporation		
	Company Name	Company Registration Number	Registration Date
	Registered Office (Physical and Postal Address)	Authorized and Issued Share Capital (USD)	Shareholders (including No. of Shares held)
	Directors	Main Business Objects	

2)	Give full details of your bankers (i)Bank Name and Branch (ii)Bank A/C No. (iii)Contact Person (iv)Telephone (v)Fax (vi) Email address (vii) Website
----	---

PART III: BIDDER'S CONTACT PERSON(S) DETAIL

3)	Provide the contact person(s) name(s), addresses, phone numbers etc	
	Contact Person Name	
	Position in the Company	
	Landline Telephone Number	
	Cellular Telephone Number	
	Fax Number	
	E-Mail	

PART IV: BIDDER'S PROFILE

4) a)	What is your Company's primary business activity? Provide a list with the estimated percentage of revenue earned from each of the primary business activities.
b)	Provide a detailed organizational structure of your Company.

PART V: BIDDER'S CLIENT BASE

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

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

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

PART IV : VERIFICATION OF BUSINESS SUSTAINABILITY

6)	Attach certified audited financial statements for the last two (2) financial years (2015-2016). The supply of these financial statements shall be mandatory for your bid to be considered responsive.	
7)	<p>Are you currently involved in any litigation or arbitration (or any other legal process which may result in legal or financial liability)?</p> <p>If yes, what is the financial exposure as a result of the litigation, arbitration or other legal process and on what basis has this financial exposure been calculated?</p> <p>If yes, what other exposure could result from the litigation, arbitration or other legal process and will this financial or other exposure materially prejudice the bidder's financial position or its ability to successfully and timely implement any contract which may be awarded to it pursuant to this bid?</p>	
8)	Have you Ever:	
	Question	Response Yes/ No
	Forfeited any payment on a contract?	
	Been declared in default of a contract?	
	Negotiated the premature termination of a contract?	
	Had an uncompleted contract assigned to another solution provider?	

PART VI B; CERTIFICATION

We do hereby certify that the above information is correct in all respects

	<p>DATE:</p> <p>COMPANY SEAL:</p> <p>Witnessed</p> <p>by: Director</p> <p>Name: _____</p> <p>Signature: _____</p> <p>Director/Secretary:</p> <p>Name: _____</p> <p>Signature: _____</p>
--	---

SECTION V - SCHEDULE OF REQUIREMENTS AND PRICE SCHEDULE

Delivery Programme

Note: The delivery period is calculated from the date of signing the contract

S/N	Product Description	Target Quantity	Monthly Delivery Schedule	Expected time of shipment
1	Supply of Clinker	100,000MT	10,000 MT	Two (2) days after issue of LPO

1.1 Commencement of delivery shall be IMMEDIATELY after issuance of an LPO. Monthly consumption is 10,000MT and deliveries will be done in Tranches of 1,000Mt

1.2 This contract shall expire upon delivery of the whole consignment. Order confirmation shall be by endorsement of the Pro-forma invoice by the Managing Director or his appointed representative.

1.3 The acceptable weight (in Tons) shall be based on the shipmaster's draft survey and as confirmed by the weigh bridge of the clearing party appointed by EAPCC

Price Schedule for Goods

Bidder to specify the currency of bid.....

S/No	Description	Country of origin	Quantity in Metric Tonnes	Delivered Duty Paid Athi River
1	Supply and Delivery of 100,000 MT of Clinker in monthly Tranches of 10,000MTS		100,000	

1. Specify Payment Terms

2. Specify Delivery Period.....

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

Signature of Bidder _____

GRAND SUMMARY FOR DDP ATHI RIVER

ITEM	AMOUNT (US\$)
Supply and Delivery of 100,000MT of Clinker (DDP Athi River in monthly tranches of 10,000 MTS	
TOTAL BID SUM TO THE FORM OF BID	

AMOUNT IN WORDS

Name of Bidder..... Physical

Address.....

Town.....

Name of Authorized Representative of Bidder.....

Signature.....

Date.....

Official Stamp/Company Seal

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

Part 1 – General:

Business Name

.....

Location of business premises.

.....

Plot No..... Street/Road

.....

Postal Address Tel No. Fax E mail

.....

Nature of Business

.....

Registration Certificate No.

.....

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

.....

Name of your bankers Branch

.....

Part 2 (a) – Sole Proprietor

Your name in full Age

Nationality Country of origin

- Citizenship details
-

-

Part 2 (b) Partnership

Given details of partners as follows:

Name	Nationality	Citizenship Details	Shares
------	-------------	---------------------	--------

1.

.....

2.

.....

3.

.....

4.

.....

Part 2 (c) – Registered Company

Private or Public

.....

State the nominal and issued capital of company-

Nominal Kes.

Issued Kes.

Given details of all directors as follows

Name	Nationality	Citizenship Details	Shares
1.....			
2.....			
3.....			
4.....			
5.....			

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

BID SECURITY FORM

Whereas [name of the Bidder] (hereinafter called “the Bidder”) has submitted its Bid dated [date of submission of Bid] for the supply & delivery of[name and/or description of the equipment] (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]

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]