



**East African Portland  
Cement PLC**

*Holding Life Together*

**TENDER DOCUMENT**

**FOR**

**OUTSOURCING OF LIMESTONE MINING  
OPERATIONS, KABINI QUARRY  
(SECOND CONTRACTOR)**

**TENDER NO. EAPC /OT/273/ 2022**

**SUBMISSION DEADLINE: WEDNESDAY 13<sup>TH</sup> APRIL 2022**

**AT 12.00 NOON**

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## INVITATION TO TENDER

**THE EAST AFRICAN PORTLAND CEMENT PLC (EAPCPLC)**  
**P.O. BOX 20 -00204 -Athi River.**

**TENDER NAME: OUTSOURCING OF LIMESTONE MINING OPERATIONS, KABINI QUARRY (SECOND CONTRACTOR)**

1. **The East African Portland Cement Plc. invites sealed tenders for the OUTSOURCING OF LIMESTONE MINING OPERATIONS-KABINI QUARRY (SECOND CONTRACTOR)**
2. Tendering will be conducted through National Competitive Bidding (NCB) using a standardized tender document. Tendering is open to all qualified and interested Tenderers.
3. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours i.e **0900 to 1600 hours** at the address given below.
4. A complete set of tender documents may be purchased or obtained by interested tenders upon payment of a non-refundable fees of Kshs. 1,000.00 in cash or Banker's Cheque and payable to the address given below. Tender documents may be obtained electronically from the Company's Website ([www.eastafricanportland.com](http://www.eastafricanportland.com)) or the Public Procurement Information Portal ([www.tenders.go.ke](http://www.tenders.go.ke)) Tender documents obtained electronically will be free of charge.
5. Tender documents may be viewed and downloaded for free from the website ([www.eastafricanportland.com](http://www.eastafricanportland.com)). Tenderers who download the tender document must forward their particulars immediately to [moses.sudi@eapcc.co.ke](mailto:moses.sudi@eapcc.co.ke) to facilitate any further clarification or addendum.
6. All Tenders must be accompanied by a tender security of Kshs. 1,000,000 (One Million) **valid for a Period of 120 days from the date of tender opening from a reputable bank or an insurance company approved by the Public Procurement Regulatory Authority (PPRA).**
7. Tenders are to remain valid for a period of 120 days from the date of tender submission. Shorter validity period will render the bid non-responsive.
8. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
9. Completed tenders must be delivered to the address below on or before **Wednesday 13<sup>th</sup> April 2022 at 12 Noon. Electronic Tenders will not be permitted.**
10. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.
11. There shall be a site visit meeting to be held on **Wednesday 6<sup>th</sup> April 2022 at 10:00am: Contact our Quarry Coordinator Mr. Moses Masanga who shall accompany them to the site.**
12. Late tenders will be rejected.
13. The addresses referred to above are:

**A. Address for obtaining further information and for purchasing tender documents**

East African Portland Cement Plc  
Procurement Office, Athi River, Off Namanga Road.  
20 -00204 Postal Address

Email: [moses.sudi@eapcc.co.ke](mailto:moses.sudi@eapcc.co.ke) : [esther.wachira@eapcc.co.ke](mailto:esther.wachira@eapcc.co.ke): [duncan.odhiambo@eapcc.co.ke](mailto:duncan.odhiambo@eapcc.co.ke)

**B. Address for Submission of Tenders.**

Managing Director,  
East African Portland Cement Plc  
Athi River, Off Namanga Road,  
P.O. Box 20 -00240,  
Athi River.

**C. Address for Opening of Tenders.**

- 1) East African Portland Cement Plc
- 2) Customer Care Desk, Athi River, off Namanga Road

**Name: Oliver Kirubai**

**Designation: Managing Director**

## SECTION II

## -INSTRUCTIONS TO TENDERERS

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## **SECTION II - INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible tenderers**

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender 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 tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (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 tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Cost of tendering**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

### **2.3 Contents of tender documents**

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 5 of these instructions to tenders
  - i) Instructions to tenderers
  - ii) General Conditions of Contract
  - iii) Special Conditions of Contract
  - iv) Schedule of Requirements
  - v) Technical Specifications
  - vi) Form of tender
  - vii) Price schedules
  - viii) Contract form
  - ix) Confidential business questionnaire form
  - x) Tender security form

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

## **2.4 Clarification of Documents**

- 2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than four (4) days prior to the deadline for the submission of tenders, 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 tenderers who have received the tender documents”
- 2.4.2. The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

## **2.5 Amendment of documents**

- 2.5.1. At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.5.2. All prospective tenderers who have obtained the tender 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 tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of tender**

- 2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer 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 tender, the English translation shall govern.

## **2.7 Documents Comprising the Tender**

The tender prepared by the tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with 2.8, 2.9, 2.10 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

## **2.8 Form of Tender**

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

## **2.9 Tender Prices**

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

2.9.2 Prices indicated on the Price Schedule 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 tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender 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)

2.9.5 Where contract price variation is allowed, the quantity variation of goods and services shall not exceed fifteen per cent of the original contract quantity, the cumulative value of all contract variation do not result in an increment of the total contract price by more than twenty five percent 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 Tender Currencies**

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

## **2.11 Tenderers Eligibility and Qualifications.**

2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

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

## **2.12 Tender Security**

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

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.8



- 2.12.4 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of: (a) cash; (b) a bank guarantee; (c) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority or (d) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.4 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20
- 2.12.6 Unsuccessful tenderer'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 tender validity prescribed by the procuring entity.
- 2.12.7 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.
- 2.12.8 The tender security may be forfeited:
- (a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form;
- or**
- (b) In the case of a successful tenderer, *if* the tenderer fails:
    - (i) to sign the contract in accordance with paragraph 2.26 **or**
    - (ii) to furnish performance security in accordance with paragraph 2.27
  - (c) If the tenderer rejects, correction of an error in the tender.

### **2.13 Validity of Tenders**

- 2.13.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender 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 Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## **2.14 Format and Signing of Tender**

- 2.14.1 The tenderer shall prepare two copies of the tender, clearly / marking each “**ORIGINAL TENDER**” and “**COPY OF TENDER,**” as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for an amended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

## **2.15 Sealing and Marking of Tenders- The Tenderer’s shall submit proposals of both Technical and – Commercial envelope (combined).**

- 2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “**ORIGINAL**” and “**COPY**.” The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:
- (a) be addressed to the Procuring entity at the address given in the invitation to tender
  - (b) **bear, tender number and name in the invitation to tender ( OUTSOURCING OF LIMESTONE MINING OPERATIONS , KIBINI QUARRY (SECOND CONTRACTOR) - TENDER No. EAPC/OT/273/2022) and the words: “DO NOT OPEN BEFORE Wednesday 13<sup>th</sup> April,2022, at 12.00 Noon.”**
- 2.15.2 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.
- 2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.1, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.
- 2.15.4 Bidders’ names, Bid modifications or withdrawals, Bid prices, discounts and such other details as the Procuring entity, at its discretion, may consider appropriate, **will be announced at the opening.**

## **2.16 Deadline for Submission of Tenders**

- 2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.1 no later than **12.00 noon on Wednesday 13<sup>th</sup> April 2022.**
- 2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5, 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 tenders 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 tenders**

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tender's is received by the procuring entity prior to the deadline prescribed for the submission of tenders.
- 2.17.2 The Tenderer'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 not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.8.
- 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 tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## **2.18 Opening of Tenders**

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers representatives who choose to attend, at **12.00 noon, Wednesday 13<sup>th</sup> April 2022** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender 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 tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of tenders**

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the procuring entity may at its discretion, ask the tenderer for a clarification of its tender. 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 tenderer to influence the procuring entity in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

## **2.20 Preliminary Examination and Responsiveness**

- 2.20.1 The Procuring entity will examine the tenders 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 tenders 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 tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 22, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer 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 tender closing provided by the central bank of Kenya.

## **2.22 Evaluation and comparison of tenders.**

- 2.22.1 The procuring entity will evaluate and compare the tenders 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 tender will take into account, in addition to the tender 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 tender;
  - (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 Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders 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.***

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

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

2.22.6 To qualify for contract awards, the tenderer 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 tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation, tender comparison or contract award may result in the rejection of the tenderers tender.

**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 tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, 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 tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

**b) Award Criteria**

2.24.4 Subject to paragraph 2.22 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

2.24.6 A tenderer who gives false information in the tender 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 tender validity, the Procuring entity will notify the successful tenderer in writing that its tender 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 tenderer and the procuring entity pursuant to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 27, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender 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 tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer 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 tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

## **2.28 Corrupt or Fraudulent Practices**

2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.28.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in Public Procurement in Kenya.

## APPENDIX TO INSTRUCTIONS TO THE TENDERERS

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers: <b>Firms registered in Kenya.</b>
2.2.2	Price to be charged for tender documents. <b>Kshs. 1,000 for those who purchase a hard copy while those who download the document will be free of charge</b>
2.10	Particulars of other currencies allowed. <b>None</b>
2.11	Particulars of eligibility and qualifications documents of evidence required. <b>Copies of:</b> i) <b>Certificate of Registration / Incorporation</b> ii) <b>Certificate of valid tax compliance</b>
2.12.2	Particulars of tender security if applicable. <b>Kshs. 1,000,000 (one million ) valid for an additional thirty (30)</b>
2.12.4	<b>Form of Tender Security:</b> The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of: (a) cash; (b) a bank guarantee; (c) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority or (d) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya
2.13	Validity of Tenders: <b>Tenders Shall remain valid for 120 days after date of tender opening</b>
2.16.3	Bulky tenders which do not fit in the tender box shall be delivered to the Procurement Office.
2.20.1	<b>The bids will be evaluated in three phase vis (1) Mandatory Requirement -These are mandatory requirement and any bidder who will not submit any other requirement will be termed as non-responsive. Only those bidders who meet the Mandatory requirements will proceed to the technical evaluation</b>  <b>STAGE 1 -MANDATORY REQUIREMENTS,COMPLIANCE &amp; CHECKLIST</b>

3

No	CRITERION	MANDATORY YES/NO
1.	Registration Certificate/Letter of Incorporation	YES
2.	Company Profile to include management team, Board of directors including submission of CR 12	YES
3.	Business Registration /Trade Business Permit.	YES
4.	Valid Tax Compliance Certificate	YES
5.	Audited Financial Accounts for the last 2 (two) years (2020 And 2021) signed by a certified auditor(s) firm/auditor	YES
6.	Signed Form of Tender	YES
7.	Tender Bid Bond Security of Kshs.1,000,000.00	YES



8.	Completed Confidential Business Questionnaire	YES
9.	Complete form of Debarment or provide a write up showing that the firm is not debarred	YES
10.	Recommendation letter or proof of previous experience in similar assignment from at least 2 Clients for the last 2 years	YES
11.	A completed (signed & stamped) a self-declaration that the bidder/person will not engage in any corrupt or Fraudulent practice?	YES
12.	A completed (signed & stamped) a self-declaration that the bidder/person is not debarred in the matter of Public procurement?	YES
13.	Must serialize each bid document including attachments	YES
14.	Must provide original tender and copy of tender and a soft copy of the tender document	YES

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.22	<p>Evaluation and comparison of Tenders: <b>The following evaluation criteria shall be applied notwithstanding any other requirement in the tender documents.</b></p> <p><u>Selection Process</u></p> <p>Below is a description of the evaluation steps that will be adopted.</p> <p><b><u>STEP 1: Preliminary evaluation</u></b></p> <p>This will be an elimination stage which will be done as per paragraph 2.20.1 above.</p> <p><b><u>STEP 2: Technical evaluation</u></b></p> <p>Tenderer will be required to provide technical details that meets the provided technical requirement. Only Tenderers who score 70% and above will be considered to be technically responsive and therefore proceed to financial evaluation</p> <p><b><u>STEP 3: Financial Evaluation</u></b></p> <p>This will include the following:-</p> <ul style="list-style-type: none"> <li>a) Confirmation and considering price schedule duly completed and signed</li> <li>b) Conducting a financial comparison</li> <li>c) Correction of arithmetical errors</li> </ul>
2.24 (a)	Particulars of post – qualification if applicable. <b>East African Portland Cement Plc may carry out post qualification and inspect the premises or contact listed clients to confirm details</b>
2.24.4	Award Criteria: <b>Award will be made to the lowest evaluated bidder.</b>
2.27	Particulars of performance security if applicable. <b>A successful tenderer shall submit a performance security equivalent to not more than 10% of the contract amount before signing of the contract.</b>

# SECTION III GENERAL CONDITIONS OF CONTRACT

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## **SECTION III**

## **-GENERAL CONDITIONS OF CONTRACT**

### **3.1 Definitions**

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

- a) “The contract” means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

### **3.2 Application**

- 3.2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other part of contract.

### **3.3 Standards**

- 3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

### **3.4 Patent Right's**

- 3.4.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

### **3.5 Performance Security**

- 3.5.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.
- 3.5.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.5.3 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
- 3.5.4 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 tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

### **3.6 Inspections and Tests**

- 3.6.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer 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.
- 3.6.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.
- 3.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.7 Payment**

- 3.7.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC

### **3.8 Prices**

3.8.1 Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

### **3.9 Assignment**

3.9.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the procuring entity's prior written consent.

### **3.10 Termination for Default**

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

- a) if the tenderer 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 tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.10.2 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 tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

### **3.11 Termination of insolvency**

3.11.1 The procuring entity may at the anytime 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.

### **3.12 Termination for convenience**

3.13.1 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.

3.13.2 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.

### **3.13 Resolution of disputes**

- 3.13.1 The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.
- 3.13.2 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 that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **3.14 Governing Language**

- 3.14.1 The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

### **3.15 Force Majeure**

- 3.15.1 The contractor 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.

### **3.16 Applicable Law.**

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

### **3.17 Notices**

- 3.17.1 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
- 3.17.2 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 wherever the general conditions of contract, the SCC, there is a conflict between the GCC and herein shall prevail the provisions of the SCC over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.5	Specify performance security if applicable: <b>A successful tenderer shall submit a performance security equivalent to not more than 10% of the contract amount before signing of the contract.</b>
3.7	Specify method Payments. <b>Payment shall be made within 30 days of submission of invoice.</b>
3.8	Specify price adjustments allowed. <b>None</b>
3.14	Specify resolution of disputes. <b>Disputes to be settled as per the Arbitration Laws of Kenya</b>
3.16	Specify applicable law. <b>Laws of Kenya</b>



## SECTION V SCHEDULE OF REQUIREMENTS

Area at Kibini Quarry occurs in two formations designated as Area 5-Pit No. 1 and Area 5-Pit No. 2.

Kibini Area 5 limestone deposit area has an average elevation of 1294m asl, with the highest contour being 1307m asl. The East African Portland Cement Plc invite reputable firms to bid for the Outsourcing of limestone mining operations at Kibini quarry. Tenderers 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.

The successful vendor will be required to move to site immediately after contract signing or **at an agreed start date.**

Kibini Quarry is 100 kms from Athi River factory and 19kms off Sultan Hamud town. It is accessed via the Sultan Hamud - Mashuru road.

## SECTION VI SCOPE OF WORK

### 1.0 Description of the limestone rock

Crystalline Limestone usually occurs in a continuous body. In Kibini hill, the limestone deposit has been designated as Limestone-Area 5. The limestone in the current mining

At the current mining pit, the lowest contour is 1247m asl.

Active mining is currently being undertaken at Area 5-Pit No. 1, which was opened in 1997. The main quarry is about 1km long and 0.3km wide.

The quarry has been developed in benches of varying heights, the minimum being 10 meters.

The quarry comprises an entry access to the bottom bench (60m) of approximately 30<sup>0</sup> slope, over a distance of about 800m up to the bottom.

The bottom bench is narrow and as currently developed, may not have room for further expansion. However, through waste development and removal at the top benches, it is possible to open up the quarry and make mining at the bottom bench viable. However, mining is continuing in all the benches located in the South Eastern end.

### 2.0 Mining

Mining involves removal of the overburden by a bulldozer to access the Limestone before drilling, blasting and haulage. In-situ waste intercalations are separated from the limestone during mining to avoid contamination and lowering of quality.

The quarry has been developed in benches and currently mining is being undertaken in the Area-5 Quarry. This quarry is currently about 70m deep.

As developed currently, mining the limestone requires development of the upper limestone benches through removal of overburden to expose the limestone.

1. **Overburden removal - Red Soils:** Removal of the top red soils will require a bulldozer to rip, doze and load or an excavator to strip and load. The stripped soil is loaded onto dumpers for dumping at a

designated dumping area which is approximately 1km from the main quarry. The thickness of the red soils is typically between 5-6m.

2. **Overburden removal - Volcanic Ash:** The underlying volcanic ash bed may be removed by ripping, dozing and loading for dumping at the designated dumping site, which is approximately 1km from the main quarry. The volcanic ash may also be loosened through blasting then loaded onto dump trucks for dumping at the designated dumping area.
3. **Blasting:** Exposed limestone is then blasted into manageable boulder sizes which will allow crushing through the installed Kibini Hill Quarry static impact crusher (250 TPH throughput capacity), but not larger than 0.5m median size. Blasting will be done by the contractor at intervals which will allow adequate production and haulage of adequate limestone for crushing.

The following primary drilling pattern is suggested as a guideline for bench height of 10 meters with ANFO being used as the standard explosives column charge:

Item	Limestone	Soft waste rock
Bench Height (m)	10	10
Drill hole diameter (mm)	165	165
Burden (m)	3	4
Spacing (m)	4	5
Sub-grade drilling (m)	1	1

4. Size reduction will be undertaken by EAPC PLC team operating the static crusher to bring the final product to factory specifications.
5. **The contractor is required to haul a minimum of 1,900 tons of raw limestone from the quarry pit to the crusher apron daily for processing.** The contractor will use designated quarry equipment (dumpers, excavators, front end loaders, drilling rigs) and staff (operators, blaster) to ensure fulfillment of the contract.
6. The contractor will be expected to undertake waste development at intervals sufficient to allow proper quarry advance. This will be agreed upon with the designated EAPC PLC Quarry representatives

### **3.0 Hanging wall**

The current mining direction is South East, where the top bench has exposed a hanging wall of limestone occurring between schistose rock and overlain by volcanic ash. The actual limestone body is 35m in width and approximately 20m in height.

The limestone.. at 45<sup>0</sup> SE and is lying below 6 meters of volcanic ash at the current quarry edge. An exploration drill hole sunk about 30 meters from the quarry edge has confirmed a limestone depth of 16 meters.

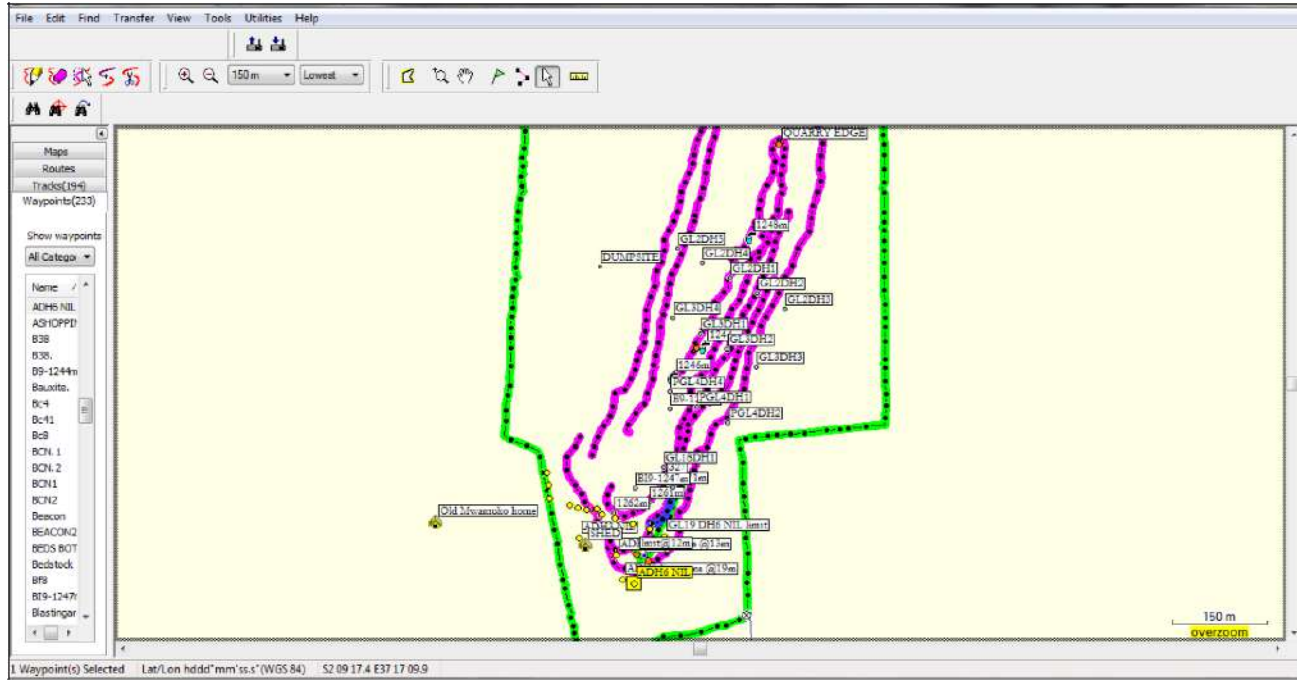
Developing the quarry SE from the top will expose a further 30m of limestone face of the same width in 3 benches and possibly allow opening of another bench- 25at the- bottom.

#### 4.0 Stripping Ratio

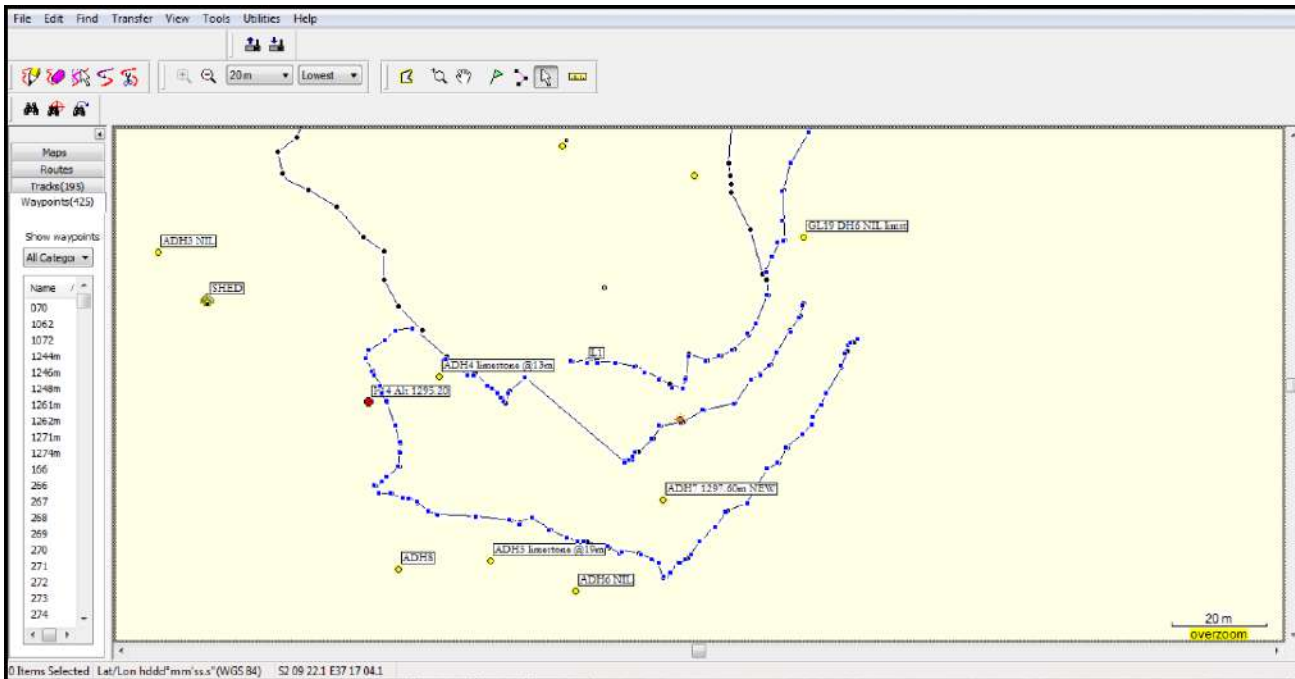
The waste: limestone stripping ratio is 1:3

#### 5.0 Map representation of Quarry

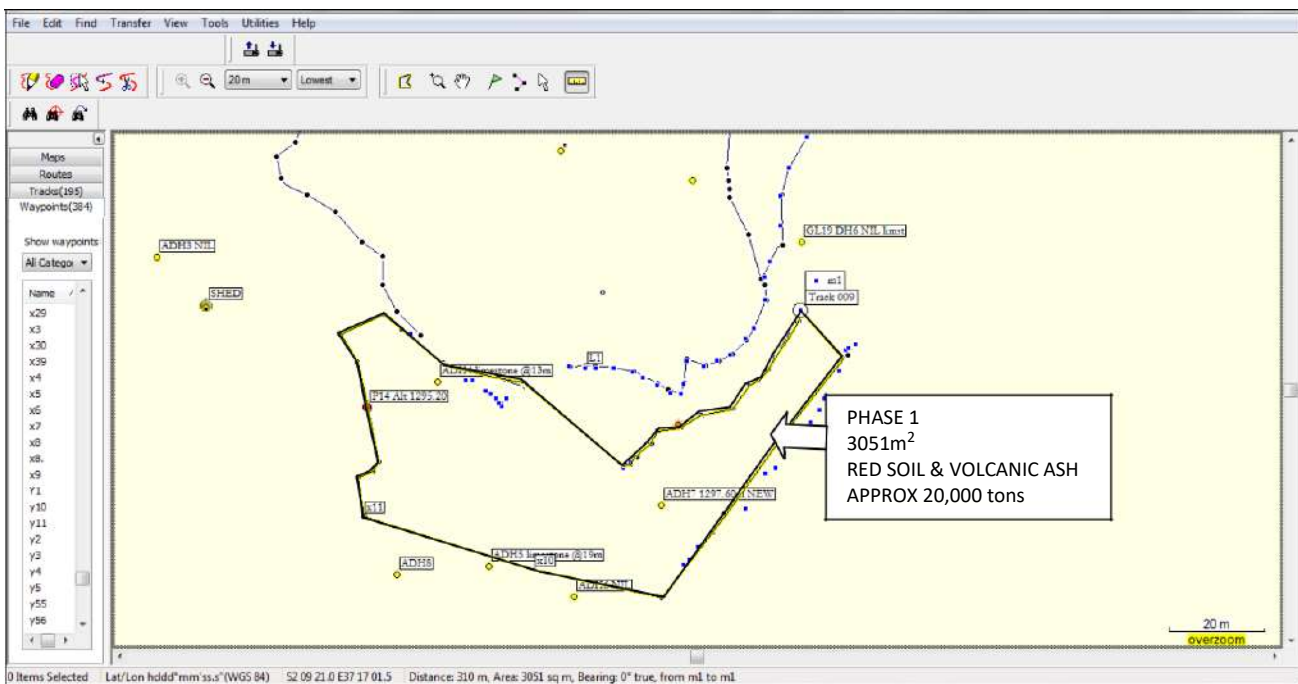
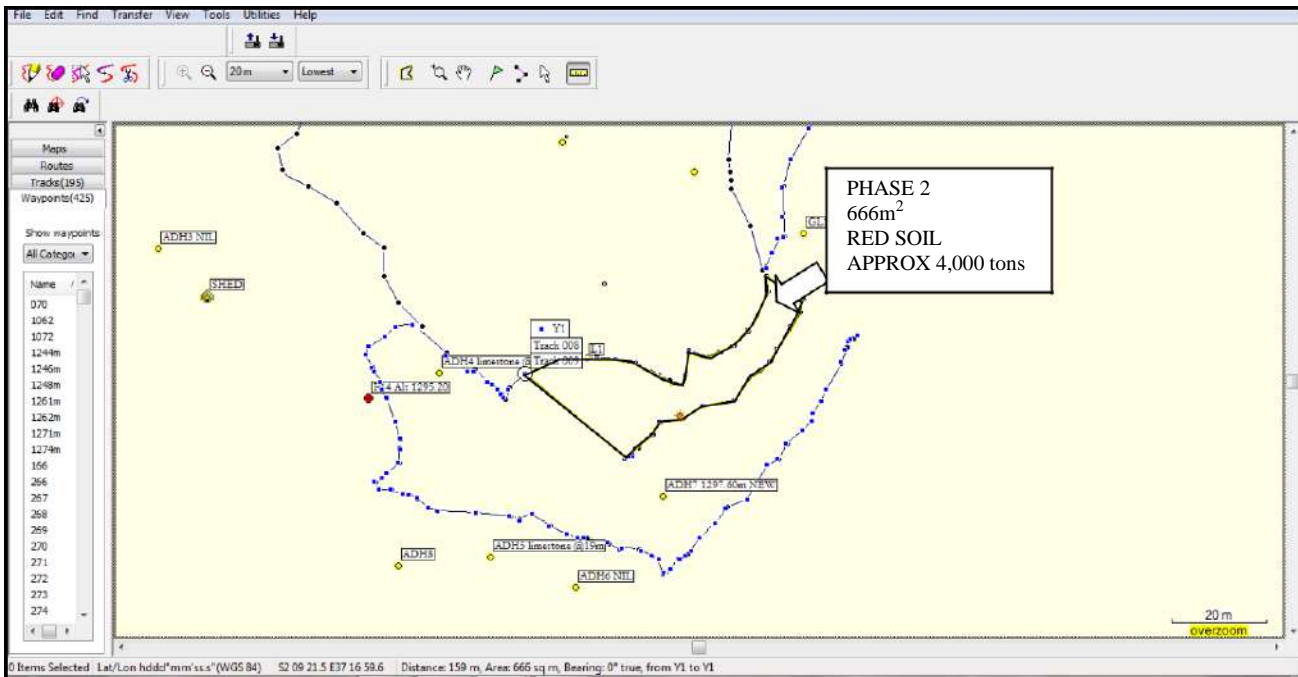
##### Quarry and benches



##### Mining Area - SE



## 5.1 Limestone and Waste Volumes



As shown above, in the short term, the contractor will be required to excavate approximately 24,000 tons of waste material (phase-1 soft schistose rock, 3m, phase-2 red soil and volcanic ash 6m). Additional waste removal will be required in the medium term at the aforementioned stripping ratio.

From this, the contractor will be able to expose and mine approximately 100,000 tons of limestone in the subsequent lower benches. This tonnage will increase on further development in the course of contract.

The aforementioned hanging wall will be benched during development as per the mining plan so as to improve access and safety during mining.

## 6.0 Mining Equipment

To optimally execute the mining operation, it is recommended to the prospective bidders to have the following equipment sizes:

Equipment	Number		Size
Hydraulic Crawler Excavator	2	Quarry Development - 1 Mining - 1	3.5 - 6 ton bucket size
Dump Trucks	5	Quarry Development - 2 Haulage - 3	35- 65 ton Capacity
Crawler mounted DTH 4 - 6 <sup>1/2</sup> " Drilling Rig for blasting and Compressor equivalent to ROC460 or CM351	1	Quarry Development and Mining - 1	13 bar
Hydraulic Crawler Excavator with a rock breaker	1	Breaking oversize boulders - 1	2.5 m <sup>3</sup>
Bulldozer (CAT D8L or D9)	1	Ripping, dozing and dressing waste - 1	As per requirement

The above equipment required for mining purposes MUST be either NEW or at the minimum NOT MORE than three (3) years old from the date of manufacture. For the old plants, maintenance records shall be required to gauge capacity to meet our requirements.

## 7.0 Methodology Statement

The prospective bidder is expected to give a methodology statement on his approach to undertake the mining and haulage to crusher-operations.

## 8.0 Pre-tender visit

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.

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

Payments for limestone mined shall be based on receipts at the static crusher apron through the Company's mobile weighbridge.

The Estimated hauled Limestone production from the quarry target 30,000 tons respectively per month.

Waste volumes to be removed are in keeping with the limestone: waste ratio of 1:3.

The successful tenderer is expected to meet at the minimum 80% of this target.

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.

The successful tenderer shall be expected to be ready for production with his equipment delivered to Kibini quarry site not more than twenty one (21) days from the date of signing of the Contract. The tenderer shall be expected to state how soon his equipment shall be available.

The successful tenderer shall be expected to fully comply with EAPC Plc 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.

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

**Mining working hours**

**Monday to Saturdays: 6.00 am - 5.30 pm**

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

**NB:** Bidders can be able to hire but they must show proof/ agreement of the hire

- 3) For the old equipment, maintenance records shall be required to gauge capacity to meet our requirements.
- 4) The prospective bidder is thus expected to give a methodology statement on his approach to undertake the mining operations.
- 5) 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 06.04.2022, Interested bidders to assemble at plant in Athi River by 10:00am**. They shall contact the Company Quarry Coordinator (Mr. Moses Masanga) 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.

- 6) The Estimated screened Limestone production target 30,000 tons respectively per month. The successful tenderer is expected to meet at the minimum 80% of this target
- 7) 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.
- 8) The successful tenderer shall be expected to be ready for production with his equipment delivered to Kibini quarry site not more than twenty one (21) days from the date of signing of the Contract. The tenderer shall be expected to state how soon his equipment shall be available.
- 9) 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.
- 10) The successful tenderer shall be expected to fully comply with EAPC PLC '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.
- 12) The successful bidder shall be required to show proof of qualified personnel who must include a licensed blaster as required by Explosives Act

#### 9.0 Limestone Weighing at Crusher Apron

The limestone will be delivered to the crusher from the quarry pit. The weighbridge will be installed at the crusher apron and complete installation will include a ticket printing office.

The weighbridge will be calibrated by a reputable company to the satisfaction of EAPC PLC, and a certificate provided.

Calibration will be done on a regular agreed basis to ensure accurate weight measurement over the duration of the contract. EAPC PLC will retain a weighbridge clerk to weigh and print tickets. Copies of weighbridge tickets will be retained by EAPC PLC and the contractor.

Payment for service offered will be made strictly on the basis of the weighbridge tickets, on which approval must have been appended on them daily by the Quarry Supervisor.

#### 1. Key Personnel

The successful bidder is expected to demonstrate ability to undertake the service by indicating key operations staff including but not limited to:

- a) Blaster
- b) Drillers
- c) Dumper/Excavator Operators
- d) Experienced Mine Manager/Supervisor

#### 3. Evaluation and Comparison of Bids

The requirements above shall be part of the score under “logistical arrangement- availability of plants & equipment’s”. Therefore, bidder’s MUST demonstrate and show proof.

#### 4 Price Schedule.

Bidders to note that payments for limestone mined shall be based on receipts at the static crusher apron through the **weighbridge at the crusher apron.**

#### Corporate Social Responsibility

The successful bidder is expected to demonstrate ability to undertake Corporate Social Responsibility under the following scope:

- a) Borehole (s) maintenance
- b) Bi Annual health camp in the area/community/primary school
- c) A scholarship program for bright/needful students from the area community

### **LIMESTONE SPECIFICATIONS**

Limestone from the quarry is expected to be of a maximum of 500mm size for easy crushing at the EAPC PLC Kibini crusher.



## Evaluation and Comparison of Bids

### A. Mandatory Requirements:

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

No	CRITERION	MANDATORY YES/NO
1.	Registration Certificate/Letter of Incorporation	YES
2.	Company Profile to include management team, Board of directors including submission of CR 12	YES
3.	Business Registration /Trade Business Permit.	YES
4.	Valid Tax Compliance Certificate	YES
5.	Audited Financial Accounts for the last 2 (two) years (2018, 2019 And 2020) signed by a certified auditor(s) firm/auditor	YES
6.	Signed Form of Tender	YES
7.	Tender Bid Bond Security of Kshs.1,000,000.00	YES
8.	Completed Confidential Business Questionnaire	YES
9.	Complete form of Debarment or provide a write up showing that the firm is not debarred	YES
10.	Recommendation letter or proof of previous experience in similar assignment from at least 2 Clients for the last 2 years	YES
11.	A completed (signed & stamped) a self-declaration that the bidder/person will not engage in any corrupt or Fraudulent practice?	YES
12.	A completed (signed & stamped) a self-declaration that the bidder/person is not debarred in the matter of Public procurement?	YES
13.	Must serialize each bid document including attachments	YES
14.	Must provide original tender and copy of tender	YES

B. Technical Evaluation

<b>Basis</b>	<b>Criteria</b>	<b>Score</b>
Capacity	Methodology statement of performance to demonstrate understanding of the task and staff requirement to deliver 30,000 tons per month of raw limestone from the quarry pit to the crusher apron	20
	Logistical arrangements - availability of plants/equipment <i>(as listed on page 28)</i>  <i>(Due diligence will be carried out to confirm availability of the equipment and capacity)</i>	25
	Provide a list and reference letters of all clients, (minimum three (3)). This requirement does not exempt any bidder even those whose reference may be EAPC Plc	15
Financial Capability	<b>Financial Capacity/ Capability :</b>  <b>Profitability Margin – 6 Marks</b> Above 25% - 6 Marks 15-24% - 5 Marks 7.5-14%-2 marks Less tha 7.5% -0  <b>Liquidity Ratio – 4 Marks</b> 2.1 – 4 Marks 1.1 – 3 Marks Less than 1:1 - 0  <b>NB. Submit audited accounts for the last 2 financial years and names of the tenderers’ bankers, auditors and insurance service providers</b>	10
	<b>TOTAL</b>	<b>70</b>

C. Commercial Evaluation

	<b>Criteria</b>	<b>Score</b>
1	Price – per ton screened Limestone.	15
2	Payment terms indicated (in compliance with employer requirements)	5
3	Validity of Price (statement clearly indicating price to be held constant for the 2 year contract period)	5
4	Mobilization period- Delivery of equipment to site in line with Tender (immediately after award)	5
	<b>TOTAL</b>	<b>30</b>

**Note:** the quantities indicated are estimates only based on historical and forecasted requirements. These quantities may be altered and are to be used for estimating purposes only.

- Prices shall be firm for the entire contract period.
- Award shall be to the lowest evaluated bidder
- Price variations shall only be allowed after one year into the contract and accordance with the Public Procurement and Asset Disposal Act, 2015.
- The contract shall run for a period of two years with a possibility of renewal upon mutual agreement by the two parties and based on the performance of the awarded firm (s).

**Clearly indicate the following:**

1. **Payment Terms** .....
2. **Price Validity** .....
3. **Mobilization Period after receipt of Letter of award** .....

**Bill of quantities /Price schedule.**

		Duration Months	Quantity in Metric Tons per month ( <i>at crusher intake</i> )	Total MT for 24 months	Unit Price ( <b>Inclusive of vat</b> )	Total Price ( <b>Inclusive of vat</b> )
	Outsourcing of Kibini limestone mining operations	24	<b>30,000</b>	<b>720,000</b>		
	<b>Total ( Kes) to the form of Bid</b>					

**Note: Payments for limestone mined shall be based on receipts at the static crusher apron through the Company's installed weighbridge.**

## NOTE

### Evaluation and Comparison of Bids

- a) The East African Portland Cement Plc shall evaluate and compare Bids which have been determined to be substantially responsive.
- b) The minimum technical score required to pass is 70% any bidder not attaining the set pass mark will not proceed to commercial evaluation.
- c) **Award Criteria:** Award shall be to **the lowest evaluated bidder** who has submitted the tender document in line with the tender requirements who scores more than 70% and above in technical evaluation.
- d) Should none of the bidders score 70% and above, then the evaluation committee shall recommend re-tendering of this bid
- e) The contract shall run for a period of two years with a possibility of contract renewal for a further one year depending on the performance of the awarded bidder(s).

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 .

SCHEDULE 1 – 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

SCHEDULE 2 –MINING EQUIPMENT IN THE OWNERSHIP OF THE BIDDER TO BE USED ON THIS CONTRACT (COMPULSORY)

S/No.	MAKE & MODEL	Reg No.	YEAR OF MANF	CONDITION
1				
2				
3				
4				
5				
6				
7				

SCHEDULE 3 - 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 assignment		

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 4 – 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 Plc 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 5- CERTIFICATE OF BIDDER TO SITE**

**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.

**EAPC- OT- 273-2022 - Outsourcing of Kibini limestone mining Operations, Kibini Quarry  
( Second Contractor)**

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.

## SECTION VI - STANDARD FORMS

Notes on the standard Forms

**Form of TENDER** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.

1. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.
2. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
3. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
4. **Tender Security Form** - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the procuring entity.
5. **Performance security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.

**Form of Tender**

To:

Date

Name and address of procuring entity

Tender No. **EAPC PLC/OT/273/2022**

Tender Name : **OUTSOURCING OF LIMESTONE MINING OPERATIONS ,KABINI QUARRY (SECOND CONTRACTOR)**

Gentlemen and/or Ladies:-

Having examined the Tender documents including Addenda No. (Insert numbers) ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide **OUTSOURCING OF LIMESTONE MINING OPERATIONS , KABINI QUARRY (SECOND CONTRACTOR)** under this tender in conformity with the said Tender document for the sum of .....[Total Tender amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to provide **OUTSOURCING OF LIMESTONE MINING OPERATIONS,KABINI QUARRY (SECOND CONTRACTOR)**. Services in accordance with the conditions of the tender.

3. We agree to abide by this Tender for a period of .....[number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022

\_\_\_\_\_

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of \_\_\_\_\_

## Contract Form

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between  
[name of Procurement entity] of [country of Procurement entity] (hereinafter called “the Procuring entity”) of  
the one part and  
[name of tenderer] of [city and country of tenderer]  
(hereinafter called “the tenderer”) of the other part:

WHEREAS the Procuring entity invited tenders for the OUTSOURCING OF LIMESTONE MINING OPERATIONS, KABINI QUARRY (SECOND CONTRACTOR) and has accepted a tender by the tenderer for the supply of the services in the sum of \_\_\_\_\_ [contract price in words in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) the Tender Form and the Price Schedule submitted by the tenderer;
  - (b) the Schedule of Requirements
  - (c) the Details of cover
  - (d) the General Conditions of Contract
  - (e) the Special Conditions of Contract; and
  - (f) the Procuring entity’s Notification of Award
2. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the OUTSOURCING OF LIMESTONE MINING OPERATIONS, KABINI QUARRY (SECOND CONTRACTOR) and to remedy defects therein in conformity in all respects with the provisions of the Contract.
3. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the 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 this Agreement to be executed in accordance with their respective laws the day and year first above written

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer) in the presence of \_\_\_\_\_

**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c) Which ever applies to your type of business

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

Part General:

Business Name .....

Location of business premises .....

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

Postal Address ..... Tel.No. ....Fax ..... Email .....

Nature of business .....

Registration Certificate No. ....

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

.....

Name of your bankers ..... Branch .....

Part 2(a) – Sole Proprietor:

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

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

Citizenship details.....

Party 2(b) – Partnership

Give details of partners as follows

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

Part 2© – Registered Company:

Private or public .....

State the nominal and issued capital of the company –

Nominal Kshs.. .....

Issued Kshs.....

Give details of all directors as follows

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

Date..... Signature of Tenderer .....

If a citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration

## TENDER SECURITY FORM

Whereas [*name of Bidder*] (hereinafter called <the tenderer> has submitted its bid dated [*date of submission of bid*] for the provision of OUTSOURCING OF LIMESTONE MINING OPERATIONS, KABINI QUARRY (SECOND CONTRACTOR) (hereinafter called <the tenderer>

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at [*name of procuring entity*] (hereinafter called <the procuring entity> in the sum of [*state the amount*] 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 \_\_\_\_\_ 20 \_\_\_\_\_

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Form; or
2. If the tender, having been notified of the acceptance of its tender by the procuring entity during the period of tender 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 tenders.

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 conditions, specifying the occurred condition(s)

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

[Authorized Signatories and official stamp of the Bank]

*(Amend accordingly if provided by Insurance Company)*

**PERFORMANCE SECURITY FORM**

To: .....

*[Name of procuring entity]*

WHEREAS ..... *[name of tenderer]*

(Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. \_\_\_\_\_

\_\_\_\_\_ *[reference number of the contract]* dated \_\_\_\_\_ 20 \_\_\_\_ to supply

.....  
[ OUTSOURCING OF LIMESTONE MINING OPERATIONS,KABINI QUARRY (SECOND CONTRACTOR)  
(Hereinafter called "the Contract")

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of .....

*[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum of money within the limits of ..... *[Amount of guarantee]* as aforesaid, without your 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 \_\_\_\_\_

**Signature and seal of the Guarantors**

*Name of bank of financial institution]*

*[Address]*

*[Date]*

*(Amend accordingly if provided by Insurance Company)*



**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

\_\_\_\_\_  
\_\_\_\_\_

Please acknowledge receipt of this letter of notification signifying your acceptance.

The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter

1. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

*(FULL PARTICULARS)*

\_\_\_\_\_  
\_\_\_\_\_

SELF DECLARATION FORM

REPUBLIC OF KENYA

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I, .....of P.O. Box.....being a resident of.....in the republic of.....do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/ Managing Director/ Principal Officer/ Director of..... (insert name of the Company) who is a Bidder in respect of **Tender No.** ..... for.....(insert tender title/description) for..... (insert name of Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subAwarded Supplier s have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deposed to hereinabove is true to the best of my knowledge, information and belief.

.....  
(Title) (Signature) (Date)  
Bidder Official Stamp

**SELF DECLARATION FORMS  
REPUBLIC OF KENYA**

**PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)**

**SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE**

I,.....of P.O. Box.....being a resident  
of.....in the Republic of.....do hereby make a statement as  
follows:-

1. THAT I am the Company Secretary/ Chief Executive/ Managing Director/ Principal Officer/ Director  
of..... (insert name of the Company) who is a Bidder in  
respect of **Tender No.** ..... for.....(insert tender  
title/description) for..... (insert name of Procuring entity) and duly authorized  
and competent to make this statement.

THAT the aforesaid Bidder, its servants and/or agents / subAwarded Supplier s will not engage in any  
corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the  
Board, Management, Staff and/or employees and/or agents of..... (insert name of the  
Procuring entity) which is the Procuring entity.

2. THAT the aforesaid Bidder, its servants and/or agents / subAwarded Supplier s have not offered any  
inducement to any member of the Board, Management, Staff and/or employees and/or agents  
of..... (insert name of the Procuring entity).

3. THAT the aforesaid Bidder will not engage / has not engaged in any corrosive practice with other bidders  
participating in the subject tender.

THAT what is deposed to hereinabove is true to the best of my knowledge, information and belief.

.....  
(Title) (Signature) (Date)  
Bidder Official Stamp

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of .....dated the...day of  
.....20.....in the matter of Tender No.....of  
.....20...

**REQUEST FOR REVIEW**

I/We.....,the above named Applicant(s), of address: Physical address.....Fax  
No.....Tel. No.....Email ....., hereby request the Public Procurement Administrative Review Board to  
review the whole/part of the above mentioned decision on the following grounds , namely:-

- 1.
- 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
- 2. etc

SIGNED .....(Applicant)

Dated on.....day of ...../...20...  

---

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on ..... day of  
.....20.....

SIGNED