



**TENDER DOCUMENT**

**FOR**

**TENDER DOCUMENT FOR SUPPLY AND DELIVERY OF  
EXPANDABLE POLYSTYRENE (EPS) BEADS TO NHC EPS  
FACTORY MAVOKO UNDER FRAMEWORK CONTRACT**

**TENDER NO. NHC/EPS/BDS/003/20-21**

**DATE OF NOTICE: TUESDAY 12<sup>TH</sup> JANUARY 2021**

**CLOSING DATE: WEDNESDAY 27<sup>TH</sup> JANUARY 2021  
AT 11.00A.M**

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## SECTION I – INVITATION TO TENDER

- 1.1 The National Housing Corporation invites bids from eligible firms for the **Tender Document for Supply and Delivery of Expandable Polystyrene (EPS) Beads to NHC EPS Factory Mavoko under Framework Contract.**
- 1.2 Interested eligible candidates may obtain further information from NHC Procurement Office 9<sup>th</sup> floor, NHC House, Aga Khan Walk during normal office working hours (0800 hours to 1700 Hours East African Time). Bidders may also view and download the bid document from NHC website: [www.nhckenya.go.ke](http://www.nhckenya.go.ke) or [www.tenders.go.ke](http://www.tenders.go.ke) and immediately forward their particulars for records and for the purposes of receiving any further tender clarifications and/or addendums to [info@nhckenya.co.ke](mailto:info@nhckenya.co.ke).
- 1.3 The framework contract will be for 12 months from the date of contract award renewable for a further period of 12 months subject to satisfactory performance.
- 1.4 The first order will be **132 Metric Tons** whereas subsequent orders will be raised on **“as and when required” (AWR)** basis. Being a framework contract the Corporation will make multiple awards where other technically responsive bidders will be given a counter offer to match the prices of the lowest quoted bid.
- 1.5 **The delivery of any consignment shall be within the period specified in the Price Schedule under Section VII. Failure to deliver the consignment within the specified period or timelines shall attract Liquidated Damages calculated at the rate of KShs.3,000.00 (Three Thousand Only) per day.**
- 1.6 Prices quoted should be net inclusive of all taxes and delivery costs up to NHC EPS Factory Mavoko and must be in Kenya Shillings only which shall remain valid for a period of **120 days** from the closing date of the tender.
- 1.7 The successful tenderer(s) will be required to submit a sample of EPS Beads (**at least 2bags of 50Kgs each**) within seven days after Notification of intention to enter into a contract in accordance with Section 87 of the Public Procurement and Asset Disposal Act 2015. Failure to adhere to this condition will render the bidder automatically disqualified.
- 1.8 Duly completed bid documents are to be enclosed in plain sealed envelopes, marked with the **“Tender Number”** and **“Tender Description”** and be addressed to;  
The Managing Director,  
P. O. Box 30257-00100,  
NAIROBI- KENYA  
and must be received in the tender box at NHC House, Ground Floor during normal working hours on or before **27<sup>th</sup> January 2021 at 11.00 A.M**
- 1.9 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at **NHC House Conference Room 10<sup>th</sup> floor.**

**MANAGING DIRECTOR**

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

### **2.1 Eligible Tenderers**

- 2.1.1 This Invitation for Tenders is open to all eligible tenderers.
- 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.
- 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 goods 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 Eligible Goods**

- 2.2.1 All goods to be supplied and delivered 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(s) are 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 tenderer and shall be treated thus in the evaluation of the tender.

### **2.3 Cost of Tendering**

- 2.3.1 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.

### **2.4. Contents of Tender Document**

- 2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to tenderers
  - (i) Invitation to Tender
  - (ii) Instructions to Tenderers
  - (iii) General Conditions of Contract
  - (iv) Special Conditions of Contract
  - (v) Technical Specifications
  - (vi) Price Schedule
  - (vii) Form of Tender
  - (viii) Tender Securing Declaration Form
  - (ix) Contract Form
- 2.4.2 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.

## **2.5 Clarification of Tender Documents**

2.5.1 A prospective tenderer making inquiries of the tender documents may notify the Procuring Entity via the email address indicated in the invitation for tenders. The Procuring entity will respond to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. 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 provided their emails and also be uploaded on NHC Website.

## **2.6 Amendment of Tender Documents**

2.6.1 At any time prior to the deadline for submission of tender, 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.

2.6.2 All prospective tenderers that have obtained the tender documents will be notified of the amendment via emails and will also be uploaded on NHC Website.

2.6.3 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.

## **2.7 Language of Tender**

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange 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.

## **2.8 Tender Prices**

2.8.1 The tenderer shall indicate on the Price Schedule the unit price and total price of the goods to be supplied under the contract.

## **2.9 Tender Currencies**

Prices shall be quoted in **Kenya Shillings only**.

## **2.10 Tender Securing Declaration**

2.10.1 The tenderer shall fill, as part of its tender, a tender securing declaration form.

## **2.11 Validity of Tenders**

2.11.1 Tenderers shall remain valid for **120 days** after date of tender closing/opening. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.11.2 In exceptional circumstances, the Procuring entity may extend the tender validity period. A tenderer granting the request shall not be required nor permitted to modify its tender.

## **2.12 Format and Signing of Tender**

2.12.1 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.

## **2.13 Submission of Sample for Testing**

2.13.1 The successful tenderer(s) will be required to submit a sample of EPS Beads (**at least 2bags of 50Kgs each**) within seven days after Notification of intention to enter into a contract in accordance with Section 87 of the Public Procurement and Asset Disposal Act 2015. Failure to adhere to this condition will render the bidder automatically disqualified.

2.13.2 All samples, once submitted become the property of the Procuring entity and shall not be returned, even if the submitting tender is not awarded the tender.

## **2.14 Deadline for Submission of Tenders**

2.14.1 Duly completed bid documents are to be enclosed in plain sealed envelopes, marked with the "**Tender Number**" and "**Tender Description**" and be addressed to;

The Managing Director,  
National Housing Corporation,  
P. O. Box 30257-00100,  
NAIROBI- KENYA

and must be received in the tender box at NHC House, Ground Floor during normal working hours on or before **27<sup>th</sup> January 2021 at 11.00 A.M**

2.14.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents, 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.

## **2.15 Modification and Withdrawal of Tenders**

2.15.1 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 tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders via email address: **info@nhckenya.co.ke**.

2.15.2 No tender may be modified after the deadline for submission of tenders.

## **2.16 Opening of Tenders**

2.16.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, **27<sup>th</sup> January 2021 at 11.00 A.M** in the Conference Room 10<sup>th</sup> Floor. The tenderers' representatives who are present shall sign a tender opening register evidencing their attendance.

2.16.2 The tenderers' names, tender modifications or withdrawals, tender prices and discounts will be announced at the opening.

2.16.3 The Procuring entity will prepare minutes of the tender opening.

## **2.17 Clarification of Tenders**

2.17.1 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 of the tender shall be sought, offered, or permitted.

2.17.2 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.



## **2.18 Preliminary Examination and Responsiveness**

- 2.18.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.18.2 Arithmetical errors will be computed 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. If there is a discrepancy between words and figures the amount in words will prevail.
- 2.18.3 The Procuring entity may waive any minor informality or non-conformity 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.
- 2.18.4 Prior to the detailed evaluation 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.
- 2.18.5 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 non conformity.

## **2.19 Conversion to Single Currency**

- 2.19.1 The prices must **be in Kenya Shillings only**.

## **2.20 Evaluation and Comparison of Tenders**

- 2.20.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive.
- 2.20.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

## **2.21 Contacting the Procuring Entity**

- 2.21.1 Tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.21.2 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 Tenderer's tender.

## **2.22 Award of Contract**

### **(a) Post-Qualification**

- 2.22.1 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.
- 2.22.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer's well as such other information as the Procuring entity deems necessary and appropriate.

2.22.3 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**

2.22.4 The Procuring entity will award the contract to the successful tenderer(s) 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.

2.22.5 To qualify for contract awards, the tenderer shall have the following:

- a) Necessary qualifications, capability experience, services, goods 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.

**(c) Procuring Entity's Right to accept or Reject any or All Tenders**

2.22.6 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 tenderer of the grounds for the procuring entity's action.

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

2.22.8 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.

**2.23 Notification of Award**

2.23.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer(s) in writing that its tender has been accepted. Simultaneous other tenderers shall be notified that their tenders have not been successful.

**2.24 Award and Signing of Contract**

2.24.1 Within seven (7) days of receipt of the notification of award, the successful tenderer shall accept the award which will be the basis of generating a letter of award.

**2.25 Corrupt or Fraudulent Practices**

2.25.1 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 and will not be involved in corrupt or fraudulent practices.

2.25.2 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.

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

## SECTION III - GENERAL CONDITIONS OF CONTRACT

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## **SECTION III-GENERAL CONDITIONS OF CONTRACT (GCC)**

### **3.1 Definitions**

3.1.1 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 Goods" means all of the goods, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) "The Procuring entity" means the organization purchasing the Goods under this Contract.
- (e) "The Tenderer" means the individual or firm supplying the Goods under this Contract.

### **3.2 Application**

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement of goods to the extent that they are not superseded by provisions of other part of contract.

### **3.3 Country of Origin**

3.3.1 For purposes of this clause, "Origin" means the place where the Goods were manufactured or produced.

3.3.1 The origin of Goods and Services is distinct from the nationality of the tenderer and will be treated thus in the evaluation of the tender.

### **3.4 Standards**

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

### **3.5 Use of Contract Documents and Information**

3.5.1 The Candidate shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated above

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

### **3.6 Patent Rights**

3.6.1 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 Goods or any part thereof in the Procuring entity's country

### **3.7 Inspection and Tests**

3.7.1 The Corporation will test materials delivered to ensure conformance to specifications before effecting payments. Any non-conforming deliveries will be rejected at owners cost.

### **3.8 Packing**

3.8.1 The tenderer shall provide such packing and packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.8.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

### **3.9 Delivery**

3.9.1 The delivery of any consignment shall be within the period specified in the Price Schedule under Section VII. Failure to deliver the consignment within the specified period or timelines will attract Liquidated Damages calculated at the rate of **KShs.3,000.00 Three Thousand Only** per day.

### **3.10 Insurance**

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

### **3.11 Payment**

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

### **3.12 Prices**

3.12.1 Prices charged by the tenderer for goods delivered under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

3.12.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

3.12.3 Where variation is approved, the quantity variation for goods and services shall not exceed fifteen per cent of the original contract quantity;

3.12.4 Where variation is approved, the quantity variation of works shall not exceed twenty per cent of the original contract quantity;

3.12.5 The price or quantity variation is to be executed within the period of the contract; and

3.12.6 The cumulative value of all contract variations shall not result in an increment of the total contract price by more than twenty five per cent of the original contract price.

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

### **3.13 Assignment**

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

### **3.14. Termination for Default**

3.14.1 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 deliver any or all of the goods within the periods 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.

3.14.2 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, goods similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

### **3.15. Liquidated Damages**

3.15.1 If the tenderer fails to deliver any or all of the items within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to **Kshs.3,000 per day**.

### **3.16. Resolution of Disputes**

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

3.16.2 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.

### **3.17. Language and Law**

3.17.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively.

### **3.18. Force Majeure**

3.18.1 The Tenderer shall not be liable for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

### **3.19 Notices**

3.19.1 Any notice given by one party to the other pursuant to this contract shall be sent to other party by Email and confirmed in writing to the other party's address specified.

3.19.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

**SECTION IV - SPECIAL CONDITIONS OF CONTRACT (SCC)**

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

<b>Reference to General Conditions of Contract (GCC)</b>	<b>Special Conditions of Contract (SCC)</b>
<b>3.9 - Delivery</b>	<p>The eligible vendor shall Supply and Deliver EPS Beads to NHC EPS Factory Mavoko within the specified timelines.</p> <p>The delivery of any consignment shall be within the period specified in the Price Schedule under Section VII. Failure to deliver the consignment within the specified period or timelines shall attract Liquidated Damages calculated at the rate of <b>KShs.3,000.00 (Three Thousand Only) per day.</b></p>
<b>3.7 - Inspection and Tests</b>	<p>The Corporation will test the EPS Beads delivered to ensure conformance to specifications before effecting payments. Any non-conforming deliveries will be rejected at owners cost.</p>
<b>3.10 - Insurance</b>	<p>The successful bidder(s) shall ensure the consignment is insured up to the time of delivery to our factory in Mavoko.</p>
<b>3.11 - Payment</b>	<p>Payments will be processed by the Procuring Entity upon delivery, inspection, testing and acceptance of the goods.</p>
<b>3.16 - Resolution of Disputes</b>	<p>Disputes will be resolved using the Laws of Kenya and the International Arbitration Laws.</p>



## SECTION V – TECHNICAL SPECIFICATIONS DATA SHEET

Tenderer are required to fill the following table with either YES or NO.

In case of a NO response the bidder should make comments on the remarks column.

TECHNICAL SPECIFICATIONS	YES/NO	REMARKS
Size of grains: 0.9 – 1.4 mm		
Suitable for an expansion of 12 – 25 gr/l		
Polystyrene content: 92 %		
Solubility in water: Insoluble		
Soluble in aromatic solvents, solvents allergenic, ketenes		
Apparent density: 650, 550 kg/m <sup>3</sup>		
Minimal apparent density: (i) At first foaming: 14 kg/m <sup>3</sup> (ii) At second foaming: 10kg/m <sup>3</sup> (iii) Processing temperature: 110 °C (iv) Melting temperature: 140 °C (v) Maximum period of maturation: 48 hrs		
Fire retardant grade		

**NB:**

**Recommended brands (or Equivalent):**

- (i) EXTIR A 5000AE
- (ii) STYROPOR VF 215

## SECTION VI - EVALUATION CRITERIA

All tenders that will have been received and opened on the indicated opening date and time will be evaluated in the following three stages:

### A. PRELIMINARY EVALUATION

#### I. Mandatory Evaluation Criteria

- (i) Submit a copy of Certificate of Registration/Incorporation.
- (ii) Submit a copy of the Valid Tax Compliance Certificate.
- (iii) Provide self-declaration that the bidder is not debarred from participating in Public Procurement.
- (iv) Provide self-declaration that the bidder will not engage in any corrupt practice.
- (v) Duly filled Tender Securing Declaration Form.

**NB: Only bidders who will have met all the mandatory requirements will proceed to the Technical Evaluation stage.**

### B. TECHNICAL EVALUATION CRITERIA - (100 MARKS)

S/NO.	DESCRIPTION	SCORE
1.	Experience of undertaking similar assignments - Supply and Delivery of EPS Beads.  {provide evidence of contracts from at least two (2) clients}  <i>(15 Marks Each)</i>	30 Marks
2.	Evidence of sound financial and credit worthiness;  {Provide letter of credit worthiness from Bank and Certified Statements for the last six months}  <i>(10 Marks Each)</i>	20 Marks
3.	Copy of Audited Financial Accounts for the Last three Years {2017, 2018 and 2019}  <i>(10 Marks Each)</i>	30 Marks
4.	Evidence of conformance to specifications including Manufacturers Authorization.  {Provide Technical Data Sheet and Manufacturers Authorization}  <i>(10 Marks Each)</i>	20 Marks

**NB:**

**Only bidders who will have met a minimum score of Seventy (70) Marks will proceed to the Financial Evaluation stage.**

### C. FINANCIAL EVALUATION CRITERIA

**Technically responsive bidders will be financially ranked.**

**This being a framework contract the Corporation will make multiple awards where other technically responsive bidders will be given a counter offer to match the price of the lowest quoted bid.**

**SECTION VII - PRICE SCHEDULE FORM**

<b>PRODUCT DESCRIPTION</b>	<b>QTY</b>	<b>UNIT PRICE (IN KSHS/TON)</b>	<b>TOTAL COST (KSHS)</b>	<b>DELIVERY PERIOD (DAYS)</b>
Supply and Delivery of Expandable Polystyrene (EPS) Beads to NHC EPS Factory Mavoko under Framework Contract as per technical specifications	132 Tons/ "as-&-when required" (A.W.R)			

**NOTE:**

**Prices quoted MUST be in Kenya Shillings and Inclusive of Applicable Levies, Taxes, Clearing, Transport, Loading, Offloading and Handling Costs.**

**Authorized Official**

Name \_\_\_\_\_ Signature\_\_\_\_\_

Date and official stamp \_\_\_\_\_

## SECTION VIII - STANDARD FORMS

Notes on the standard Forms

NO.	FORM	DESCRIPTION
1.	<b>Form of Tender</b>	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
2.	<b>Confidential Business Questionnaire Form</b>	This form must be completed by the tenderer and submitted with the tender documents
3.	<b>Tender Securing Declaration Form</b>	The tenderer shall ensure the tender securing declaration form is duly signed and stamped.
4.	<b>Contract Form</b>	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

**FORM OF TENDER**

Date\_\_\_\_\_

**Tender No.** .....

To: National Housing Corporation  
P.O BOX 30257-00100, Nairobi

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos..... *[insert numbers]* of which is hereby duly acknowledged, we the undersigned, offer to **Supply and Deliver Expandable Polystyrene (EPS) Beads to NHC EPS Factory Mavoko under Framework Contract** in conformity with the said tender documents 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, for **Supply and Delivery of Expandable Polystyrene (EPS) Beads to NHC EPS Factory Mavoko under Framework Contract** in accordance with the schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. 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.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2021

*[signature]*

*[In the capacity of]*

duly authorized to sign tender for and on behalf of

\_\_\_\_\_

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

I, ....., of Post Office 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 Proposal title/description) for.....( insert name of the Procuring entity) and duly authorized and competent to make this statement.
  
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
  
3. THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief.

..... (Title) ..... (Signature)

Bidder's Official Stamp

**SELF DECLARATION THAT THE PERSON/CONSULTANT 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 Chief Executive/Managing Director/Principal Officer/Director of ..... (insert name of the Company) who is a Bidder in respect of Tender No. .... for ..... (insert Proposal title/description) or ..... (insert name of the Procuringentity) and ..... duly authorized ..... and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors 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.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of .....(name of the procuring entity)
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject Proposal
5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

..... (Title) ..... (Signature)

Bidder's Official Stamp

**TENDER SECURING DECLARATION**

*[The Tenderer shall fill in this Form in accordance with the instructions indicated.]*

Date: ..... Tender No.:.....  
*[insert **date** (as day, month and year)]*                      *[insert **number of Tendering process**]*

To: .....  
*[insert **complete name of Procuring Entity**]*

We, the undersigned, declare that:

We understand that, according to your conditions, tenders must be supported by a Tender-Securing Declaration.

We accept that our future ability to tender shall be jeopardized if we are in breach of our obligation(s) under the Tender conditions, because we:

- (a) have withdrawn our Tender during the period of Tender validity specified in the Form of Tender;
- or
- (b) having been notified of the acceptance of our Tender by the Purchaser during the period of Tender validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the conditions of the tender.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Tenderer; or (ii) twenty-eight days after the expiration of our Tender.

Signed: .....  
*[insert signature of person whose name and capacity are shown]*

In the capacity of.....  
*[insert legal capacity of person signing the Tender Securing Declaration]*

Name: .....  
*[insert **complete name of person signing the Tender Securing Declaration**]*

Duly authorized to sign the Tender for and on behalf of: .....  
*[insert **complete name of Tenderer**]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

*[insert **date of signing**]*  
**Company Seal]**

*[insert*



**CONTRACT FORM**

THIS AGREEMENT made the \_\_\_day of \_\_\_\_20\_\_\_between..... [name of procurement entity] of .....[country of Procurement entity](hereinafter called "the NHC") of the one part and .....[name of tenderer] of .....[city and country of tenderer](hereinafter called "the tenderer") of the other part.

WHEREAS the NHC invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of .....[contract price in words and figures]NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. 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 Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the NHC's Notification of Award
  - (g) the NHC's Letter of Award
3. In consideration of the payments to be made by the NHC to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the NHC to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The NHC hereby covenants to pay the tenderer in consideration of the provision of the materials and spares 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 NHC)

Signed, sealed, delivered by\_\_\_\_\_the \_\_\_\_\_(for the tenderer)

**In the presence of\_\_\_\_\_.**