



**Rural Electrification and Renewable Energy
Corporation**

Ground Floor, Kawi House, South C
P.O. 34585 – 00100

NAIROBI, KENYA

Tel: +254 20 4953000, 4953600

E-mail: procurement@rea.co.ke

Fax: +254 20 2710944

Website: www.rea.co.ke

TENDER NO. 1000000652

**TENDER DESCRIPTION – SUPPLY, INSTALLATION
TESTING AND COMMISSIONING OF NEW SOLAR PV
SYSTEMS IN PUBLIC PRIMARY SCHOOLS**

**ALL TENDERERS ARE ADVISED TO READ CAREFULLY THIS TENDER DOCUMENT IN
ITS ENTIRETY BEFORE MAKING ANY BID**

(Tender Document for Goods - One Tender Opening System)

AUGUST, 2021

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SECTION I - INVITATION TO TENDER

1. The Rural Electrification & Renewable Energy Corporation invites Tenders from Interested Companies to Tender for the following service as indicated below:

Tender No.	Item Description	Tender Closing, Opening Date & Time
RFX No 1000000652	Supply, Installation, Testing and Commissioning of New solar PV systems in Public Primary Schools	9 th September, 2021 @10.00a.m.

2. Tender documents detailing the requirements may be viewed at REREC E-Procurement Web Portal found on the REREC website (www.rea.co.ke) beginning on **11th August, 2021**
3. Bidders who are interested in this tender **MUST** ensure that they are registered in REREC SAP SRM system and have set up their page. Please ensure compliance to the following;
 - Each company must have two user accounts; **Admin Account** and **Employee Account**. Ensure that the following roles are NOT ASSIGNED to the employee; Employee Administrator and Supplier Master Data manager
 - Ensure that the admin account and employee account does not share same email address
 - Ensure that the Employee user name is between 4 and 12 characters.
 - It is a Mandatory requirement that all Bid Documents/Responses shall be uploaded to the COLLABORATION ROOM in the link with “RFX Response Number: Company Name”. Bidders shall not attach their documents at any other Tab of the Portal. Attachments placed elsewhere in the portal shall be declared non-responsive and will not be evaluated.
 - Prices **MUST** be entered under item term of the RFX. The prices entered here shall be similar to the prices in the price/BoQ Schedule and shall form part of the evaluation criteria.
 - For the purpose of this tender bidding, the employee account shall be used to submit your RFX responses. Bidders who require clarification from our office should do so strictly 7 days before tender closing.
4. Completed Tenders are to be saved as PDF documents marked with RFX description to be submitted through the REREC E-Procurement Web Portal found on the REREC website (www.rea.co.ke) so as to be received on or before **the dates in the schedule above at 10.00am.**
5. Tenders will be opened electronically promptly thereafter in the presence of the Tenderer’s or their representatives who choose to attend in REREC Procurement Office at Kawi House.
6. Interested bidders are advised to visit the Corporation’s website, homepage, Information Center, SAP SRM Document, SAP SRM Supplier User Guide for registration and creation of their portal and Supplier Bidding Quick Reference Guide for submitting their response.

CHIEF EXECUTIVE OFFICER
RURAL ELECTRIFICATION & RENEWABLE ENERGY CORPORATION

SECTION II - Tender Submission Checklist

A. Tender Submission Format –

This order and arrangement shall be considered as the Tender Submission Format, Please use the evaluation criteria for comprehensive requirements for this tender.

No.	Item	Tick Where Provided
1.	2% Tender Security	
2.	Company or Firm's Registration Certificate	
3.	CR12 not more than 3 months old from date of Tender Closing	
4.	E-PIN Certificate	
5.	Valid Tax Compliance Certificate	
6.	Power of Attorney granted by the tenderer.	
7.	Letter of Application	
8.	Form of Tender	
9.	Price Schedule(s)	
10	Declaration Form	
11.	Confidential Business Questionnaire (CBQ) for the bidder	
12.	Manufacturer's Warranty	
13.	Manufacturers Contact Details Form	
14	QMS ISO 9001 Certificates or for locally manufactured or produced goods, valid Standardization Mark Certificates from the Kenya Bureau of Standards (KEBS) and any other Product Quality Certificates.	
15	Four Names with full contact as well as physical addresses of previous customers of similar goods together with a letter from each of them confirming completion of the contracts on schedule from manufacturer.	
16	Current Audited Financial Statements for the last two (2) years or Six Months Bank Statement certified by issuing bank	

NOTES TO TENDERERS

1. Valid Tax Compliance Certificate shall be one issued by the relevant tax authorities and valid for at least up to the tender closing date. All Kenyan registered Tenderers must provide a valid Tax Compliance Certificate.
2. All Kenyan registered Tenderers must provide the Electronic Personal Identification Number Certificate (E-PIN Certificate).

SECTION III - INSTRUCTIONS TO TENDERERS (ITT)

3.1 Definitions

In this tender, unless the context or express provision otherwise requires: -

- a) *Any reference to any Act shall include any statutory extension, amendment, modification, re-amendment or replacement of such Act and any rule, regulation or order made there-under.*
- b) *“Date of Tender Document” shall be the **start date** specified on the REREC tendering portal.*
- c) *“Day” means calendar day and “month” means calendar month.*
- d) *“KEBS” wherever appearing means the Kenya Bureau of Standards or its successor(s) and assign(s) where the context so admits.*
- e) *“KENAS” wherever appearing means the Kenya National Accreditation Service or its successor(s) and assign(s) where the context so admits*
- f) *“PPRA” wherever appearing means The Public Procurement Regulatory Authority or its successor(s) and assign(s) where the context so admits.*
- g) *Reference to “the tender” or the “Tender Document” includes its appendices and documents mentioned hereunder and any reference to this tender or to any other document includes a reference to the other document as varied supplemented and/or replaced in any manner from time to time.*
- h) *“The Procuring Entity” means Rural Electrification and Renewable Energy Corporation or its successor(s) and assign(s) where the context so admits (hereinafter abbreviated as REREC).*
- i) *“The Tenderer” means the person(s) submitting its Tender for the supply, installation and commissioning (where applicable) of the goods in response to the Invitation to Tender.*
- j) *Where there are two or more persons included in the expression the “Tenderer”, any act or default or omission by the Tenderer shall be deemed to be an act, default or omission by any one or more of such persons.*
- k) *Words importing the masculine gender only, include the feminine gender or (as the case may be) the neutral gender.*
- l) *Words importing the singular number only include the plural number and vice-versa and where there are two or more persons included in the expression the “Tenderer” the covenants, agreements and obligations expressed to be made or performed by the Tenderer shall be deemed to be made or performed by such persons jointly and severally.*

- m) *REREC's "authorised person" shall mean its CEO who is designated by the PPAD Act 2015 to exercise such power, authority or discretion as is required under the tender and any contract arising therefrom, or such other REREC staff delegated with such authority.*
- n) *Citizen contractors-means a person/firm wholly owned and controlled by person(s) who are citizens of Kenya.*
- o) *Local contractors- a firm shall be qualified as a local contractor if it is registered in Kenya.*

3.2 Eligible Tenderers

3.2.1 A tenderer is eligible to bid for this contract only if the tenderer satisfies the following criteria—

- (a) the tenderer has the legal capacity to enter into a contract for procurement or asset disposal;
- (b) the tenderer is not insolvent, in receivership, bankrupt or in the process of being wound up;
- (c) the tenderer, if a member of a regulated profession, has satisfied all the professional requirements;
- (d) the tenderer and his or her sub-contractor, if any, is not debarred;
- (e) the tenderer has fulfilled tax obligations;
- (f) the tenderer has not been convicted of corrupt or fraudulent practices; and
- (g) is not guilty of any serious violation of fair employment laws and practices.

In addition, this Invitation to Tender is open to all Tenderers eligible as described in the **Appendix to Instructions to Tenderers.**

Successful Tenderers shall supply the goods in accordance with this tender and the ensuing contract.

3.2.2 In addition the tenderer shall be considered ineligible to bid, where in case of a corporation, private company, partnership or other body, the tenderer, their spouse, child or sub-contractor has substantial or controlling interest and is found to be in contravention of the provisions of section 3.2.1 above.

3.2.5 Despite the provisions of section 3.2.3 and 3.2.4, a tenderer having a substantial or controlling interest shall be eligible to bid where—

- (a) such tenderer has declared any conflict of interest; and
- (b) performance and price competition for that good, work or service is not available or can only be sourced from that tenderer.

- 3.2.6 For the purposes of this paragraph, any relative i.e. spouse(s) and child(ren) of any person mentioned in sub-paragraph 3.2.3 is also ineligible to participate in the tender. In addition, a Cabinet Secretary shall include the President, Deputy President or the Attorney General of GoK.
- 3.2.7 Tenderers shall provide the qualification information statement that the Tenderer (including 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 REREC 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 to Tender.
- 3.2.8 Tenderers shall not be under declarations as prescribed at Section XIII.
- 3.2.9 Tenderers who are not under these declarations shall complete the Declaration Form strictly in the form and content as prescribed at Section XIII.
- 3.2.10 Those that are under the Declaration as prescribed at Section XIII whether currently or in the past shall not complete the Form. They will submit a suitable Form giving details, the nature and present status of their circumstances.

3.3 Joint Venture

- 3.3.1 Tenders submitted by a joint venture of two or more firms, as partners shall comply with the following requirements: -
- a) the Tender Form and in case of a successful tender, the Contract Agreement Form, shall be signed so as to be legally binding on all partners of the joint venture.
 - b) one of the partners shall be nominated as being lead contractor, and this authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the partners.
 - c) The Power of Attorney which shall accompany the tender, shall be granted by the authorized signatories of all the partners as follows:-
 - (i.) for local bidders, before a Commissioner of Oaths or a Notary Public or Magistrate of the Kenyan Judiciary.
 - (ii.) for a foreign bidder, before a Notary Public, or the equivalent of a Notary Public, and in this regard the bidder shall provide satisfactory proof of such equivalence.
 - d) the lead contractor shall be authorized to incur liability and receive instructions for and on behalf of any and all the partners of the joint venture and the entire execution of the contract including payment shall be done exclusively with the lead contractor.

- 3.3.2 All partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a relevant statement to this effect shall be included in the authorization mentioned in paragraph 3.3.1 (b) above as well as in the Form of Tender and the Contract Agreement Form (in case of the accepted tender).
- 3.3.3 A copy of the agreement entered into by the joint venture partners shall be submitted with the tender.

3.4 Cost of Tendering

- 3.4.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and REREC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

3.5 Contents of the Tender Document

- 3.5.1 The Tender Document comprises the documents listed below and Addendum (where applicable) issued in accordance with paragraph 3.7 of these Instructions to Tenderers: -
- a) *Invitation to Tender*
 - b) *Tender Submission Checklist*
 - c) *Instructions to Tenderers*
 - d) *Appendix to Instructions to Tenderers*
 - e) *Schedule of Requirements*
 - f) *Project Implementation Schedule*
 - g) *Price Schedule for Services*
 - h) *Evaluation Criteria*
 - i) *General Conditions of Contract*
 - j) *Special Conditions of Contract*
 - k) *Tender Form*
 - l) *Confidential Business Questionnaire Form*
 - m) *Tender Security Form*
 - n) *Manufacturer's Authorization Form*
 - o) *Declaration Form*
 - p) *Contract Form*
 - q) *Performance Security Form*
 - r) *Details of Service*
 - (i.) *General Requirements*
 - (ii.) *Specific Details of Services*

- 3.5.2 The Tenderer is expected to examine all instructions, forms, provisions, terms and specifications in the Tender Document. Failure to furnish all information required by the Tender Document or to submit a tender not substantially responsive to the Tender Document in every respect will be at the Tenderer's risk and may result in the rejection of its Tender.
- 3.5.3 All recipients of the documents for the proposed Contract for the purpose of submitting a tender (*whether they submit a tender or not*) shall treat the details of the documents as —Private and Confidentiall.

3.6 Clarification of Documents

A prospective Tenderer requiring any clarification of the Tender Document may notify the Manager Supply Chain in writing and ensure receipt is acknowledged at REREC's Physical address indicated on the Tender Document. REREC will respond in writing 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 REREC. Written copies of REREC's response (*including an explanation of the query but without identifying the source of inquiry*) will be published and accessible to all prospective Tenderers on the REREC'S Website.

3.7 Amendment of Documents

- 3.7.1 At any time prior to the deadline for submission of Tenders, REREC, 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 amendment.
- 3.7.2 All prospective Tenderers that have registered in the portal for the Tender will be notified of the amendment(s) (*hereinafter referred to or otherwise known as addendum*) in writing and will be binding on them.
- 3.7.3 In order to allow prospective Tenderers reasonable time in which to take the amendment into account in preparing their Tenders, REREC, at its discretion, may extend the deadline for the submission of Tenders.

3.8 Language of Tender

The Tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender, exchanged between the Tenderer and REREC, shall be written in English language. Any printed literature furnished by the Tenderer written in any other language shall be 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. The English translation shall be on the Tenderer's letterhead and shall be signed by the duly authorized signatory signing the Tender and stamped with the Tenderer's stamp.

3.9 Documents Comprising the Tender

The Tender prepared and submitted by the Tenderers shall include but not be limited to all the following components: -

- a) *Declaration Form, Tender Form and a Price Schedule completed in compliance with paragraphs 3.2, 3.10, 3.11 and 3.12.*
- b) *Documentary evidence established in accordance with paragraph 3.13 that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted.*
- c) *Documentary evidence established in accordance with paragraph 3.14 that the services and any ancillary thereto to be provided by the Tenderer conform to the tender documents, and,*
- d) *Tender Security furnished in accordance with paragraph 3.17*
- e) *A detailed list of previous customers as prescribed for similar services on tender and their contact addresses shall be submitted with the Tender for the purpose of reference, or for evaluation where the Details of Service so dictate.*
- f) *And all other documents indicated in Section II (Tender Submission Checklist)*

3.10 Tender Form

The Tenderer shall complete and sign the Tender Form and all other documents furnished in the Tender Document, indicating the services to be performed, a brief description of the services, quantity (where applicable), and prices amongst other information required.

3.11 Tender Prices

- 3.11.1 The Tenderer shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total tender price of the services it proposes to provide under the contract.
- 3.11.2 Prices indicated on the Price Schedule shall be of all costs for the services including insurances, duties, Value Added Tax (V.A.T) and other taxes payable. No other basis shall be accepted for evaluation, award or otherwise.
- 3.11.3 Tender prices to be submitted (quoted) by the Tenderer shall remain fixed for the contract duration.
- 3.11.4 A price that is derived by a disclosed incorporation or usage of an international accepted standard formula shall be acceptable within the meaning of this paragraph.

3.12 Tender Currencies

- 3.12.1 For services that the Tenderer will provide from within or outside Kenya, the prices shall be quoted in Kenya Shillings, or in another freely convertible currency in Kenya. The currency quoted must be indicated clearly on the Price Schedule of Services.

3.12.2 The exchange rate to be used for currency conversion shall be the Central Bank of Kenya selling rate prevailing on the Tender closing date. *(Please visit the Central Bank of Kenya website).*

3.13 Tenderer's Eligibility and Qualifications

3.13.1 Pursuant to paragraph 3.2, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to tender and its qualifications to perform the contract if its Tender is accepted.

3.13.2 The documentary evidence of the Tenderer's qualifications to perform the contract if its Tender is accepted shall be established to REREC's satisfaction –

- a) *that, in the case of a Tenderer offering to perform the services under the contract which the Tenderer is not the Principal, the Tenderer has been duly authorized by the Manufacturer, Principal or Producer to provide the services. The authorization shall strictly be in the form and content as prescribed in the Manufacturer's or Principal's Authorization Form in the Tender Document*
- b) *that the Tenderer has the financial capability necessary to perform the contract. The Tenderer shall be required to provide the documents as specified in the Appendix to Instructions to Tenderers including a current Tax Compliance Certificate issued by the relevant tax authorities.*
- c) *that the Tenderer has the technical and production capability necessary to perform the contract.*
- d) *that, in the case of a Tenderer not doing business within Kenya, the Tenderer is or will be (if awarded the contract) represented by an agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, spare parts and stocking obligations prescribed in the Conditions of Contract and or in the Details of Service.*
- e) *that the Tenderer is duly registered and is a current member of a recognized body or institution accredited and or pertaining to that service.*

3.13.3 The Tenderer will furnish REREC with a copy of the accreditation or recognition certificate as applicable. REREC reserves the right to subject the certificate to authentication.

3.13.4 Tenderers with a record of unsatisfactory or default in performance obligations in any contract shall not be considered for evaluation or award. For the avoidance of

doubt, this shall include any Tenderer with unresolved case(s) in its obligations for more than two (2) months in any contract.

3.14 Conformity of Services to Tender Documents

- 3.14.1 The Tenderer shall furnish, as part of its tender, documents establishing the conformity to the Tender Document of all services that the Tenderer proposes to perform under the contract.
- 3.14.2 The documentary evidence of conformity of the services to the Tender Document may be in the form of literature, drawings, and data, and shall (where applicable) consist of: -
- a) *a detailed description of the essential technical and performance characteristics of the services whether in catalogues, drawings or otherwise,*
 - b) *a list giving full particulars, including available source and current prices of spare parts, special tools and other incidental apparatus necessary for the proper and continuing performance of the services for a minimum period of two (2) years following commencement of the provision of the services to REREC, and,*
 - c) *duly completed Statement of Compliance to REREC's Details of Service demonstrating substantial responsiveness of the service to those Details or, a statement of deviations and exceptions to the provisions of the Details of Service.*
- 3.14.3 For purposes of the documentary and other evidence to be furnished pursuant to subparagraphs 3.14.1, 3.14.2 and paragraph 3.15, the Tenderer shall note that standards for workmanship, material, and equipment, designated by REREC in its Details of Service are intended to be descriptive only and not restrictive. The Tenderer may adopt higher standards in its Tender, provided that it demonstrates to REREC's satisfaction that the substitutions ensure substantial equivalence to those designated in the Details of Service.

3.15 Demonstration(s), Inspection(s) and Test(s)

- 3.15.1 Where required in the tender, all Tenderers shall demonstrate ability of performance of the required service in conformity with the Details of Services.
- 3.15.2 REREC or its representative(s) shall have the right to inspect/ test the Tenderer's capacity, equipment, premises, and to confirm their conformity to the tender requirements. This shall include the quality management system. REREC's representative(s) retained for these purposes shall provide appropriate identification at the time of such inspection/ test.
- 3.15.3 REREC shall meet its own costs of the inspection/ test. Where conducted on the premises of the Tenderer(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at

no charge to REREC.

- 3.15.4 Demonstration, Inspection/ Test Report(s) shall be completed upon conclusion of the inspection/ tests. This Report will be considered at time of evaluation and or award.

3.16 Warranty

- 3.16.1 Where required in the Tender, all Tenderers must also provide a Warranty that services to be rendered in the Tenderer's bid have no defect arising from manufacture, materials or workmanship or from any act or omission of the Tenderer that may develop under normal use or application of the services under the conditions obtaining in Kenya.
- 3.16.2 This warranty will remain valid for the period indicated in the special conditions of contract after the services, or any portion thereof as the case may be, have been rendered.

3.17 Tender Security

- 3.17.1 The Tenderer shall furnish, as part of its Tender, a tender security for the amount specified in the Appendix to Instructions to Tenderers. The Original Tender Security, in a clearly labelled envelop, shall be deposited in the Tender Security Box on or before the opening date and time indicated as submission deadline.
- 3.17.2 The tender security shall be either one or a combination of the following:-
- a) an original Bank Guarantee that is strictly in the form and content as prescribed in the Tender Security Form (Bank Guarantee) in the Tender Document.
 - b) For Local bidders, Standby Letters of Credit (LC). All costs, expenses and charges levied by all banks party to the LC shall be prepaid/borne by the Tenderer. The LC must contain all the mandatory conditions of payment to REREC as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.
 - c) For Foreign bidders, Standby Letters of Credit (LC) confirmed by a bank in Kenya. All costs, expenses and charges levied by all banks party to the LC including confirmation charges shall be prepaid/borne by the Tenderer. The LC must contain all the mandatory conditions of payment to REREC as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.
 - d) An original Guarantee by a deposit taking Microfinance Institution, Sacco Society, Youth Enterprise Development Fund or the Women Enterprise

Fund, that is strictly in the form and content as prescribed in the Tender Security Form

- 3.17.3 The tender security is required to protect REREC against the risk of the Tenderer's conduct which would warrant the security's forfeiture pursuant to paragraph 3.17.10.
- 3.17.4 The Tender Security shall be denominated in Kenya Shillings or in another freely convertible currency in Kenya. A Tender Security in form of a Bank Guarantee or a Standby Letter of Credit issued on behalf of local bidders, should be from a commercial bank licensed by the Central Bank of Kenya. A Tender Security in form of a Standby Letter of Credit issued on behalf of foreign bidders by foreign banks, should be confirmed by a commercial bank licensed by the Central Bank of Kenya.
- 3.17.5 The Tender Security shall be valid for thirty (30) days beyond the validity of the tender.
- 3.17.6 REREC shall seek authentication of the Tender Security from the issuing bank. It is the responsibility of the Tenderer to sensitize its issuing bank on the need to respond directly and expeditiously to queries from REREC. The period for response shall not exceed five (5) days from the date of REREC's query. Should there be no conclusive response by the bank within this period, such Tenderer's Tender Security may be deemed as invalid and the bid rejected.
- 3.17.7 Any Tender not secured in accordance with this paragraph will be rejected by REREC as non-responsive, pursuant to paragraph 3.26.
- 3.17.8 The unsuccessful Tenderer's Tender Security will be released as promptly as possible, in any of the following circumstances: -
- a) *the procurement proceedings are terminated*
 - b) *REREC determines that none of the submitted Tenders is responsive*
 - c) *a contract for the procurement is entered into.*
- 3.17.9 The successful Tenderer's Tender Security will be released upon the successful Tenderer's signing the contract, pursuant to paragraph 3.39 and furnishing an authentic Performance Security, pursuant to paragraph 3.40.
- 3.17.10 The Tender Security shall be forfeited –
- a) *if the Tenderer withdraws its Tender after the deadline for submitting Tenders but before the expiry of the period during which the Tenders must remain valid*

- b) *if the Tenderer fails to enter into a written contract in accordance with paragraph 3.39*
- c) *if the successful Tenderer fails to furnish the performance security in accordance with paragraph 3.40*
- d) *if the Tenderer fails to extend the validity of the tender security where REREC has extended the tender validity period in accordance with paragraph 3.18.*

3.18 Validity of Tenders

3.18.1 Tenders shall remain valid for One Hundred and Twenty (120) days after the date of tender opening as specified in the Invitation to Tender or as otherwise may be prescribed by REREC, pursuant to paragraph 3.23. A Tender that is valid for a shorter period shall be rejected by REREC as non-responsive.

3.18.2 In exceptional circumstances, REREC may extend the Tender validity period. The extension shall be made in writing. The tender security provided under paragraph 3.17 shall also be extended. A Tenderer shall not be required nor permitted to modify its tender during the extended period

3.19 Alternative Offers

Only main offers shall be considered, as alternative offers are not acceptable.

3.20 Format and Signing of Bid

3.20.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITT 3.9.

3.20.2 Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

3.20.3 The bid documents shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation notarized by a Commissioner of Oath which shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.

3.20.4. In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

3.20.5 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

3.20.6 The signed bid documents shall be scanned and uploaded to the collaboration folder in the response on Rural Electrification and Renewable Energy Corporation's e-Procurement System.

3.20.7. The Original bid security shall be submitted to the Authority on or before the date of tender opening specified in the ITT.

3.21 Creation and Submission of Bids.

3.21.1. The Bidder shall process and submit its Bid via the Authority's e-Procurement system as follows:

- (a) Login to REREC portal via url <https://suppliers.rea.co.ke:44300/irj/portal>
N/B: It is assumed that you have already completed the registration process and that your registration has been approved by REREC and you have created an employee user account to transact with REREC via url [https://suppliers.rea.co.ke:44200/supportal\(bD11biZjPTUwMCZkPW1pbg==\)/bspwdapplication.do#VIEW_ANCHOR-ROS_TOP](https://suppliers.rea.co.ke:44200/supportal(bD11biZjPTUwMCZkPW1pbg==)/bspwdapplication.do#VIEW_ANCHOR-ROS_TOP)

For the purpose of bidding, each firm must ensure the following

- Each company must have two user accounts; **Admin Account and Employee Account**. Ensure that the following roles are NOT ASSIGNED to the employee; Employee Administrator and Supplier Master Data manager.
 - Ensure that the admin account and employee account does not share same email address
 - Ensure that the Employee user name is between 4 and 12 characters.
 - For the purpose of this tender bidding, **the employee account** shall be used to submit your RFX responses.
- (b) Choose RFX and Auction link in the navigation pane
 - (c) Click on the RFX number to open it
 - (d) Click Register and then Click Participate
 - (e) Click Create response; You will get a unique number for your response for the RFX
 - (f) Navigate to the Notes and Attachments tab and click on Collaboration link at the bottom of the screen (the link will be in the format "**RFX Response No: Company Name**"). If under your notes and attachment no link is formed in the collaboration room, you are advised to delete the response and create a new one until the link is formed, in this link all the documents of the tender shall be uploaded.

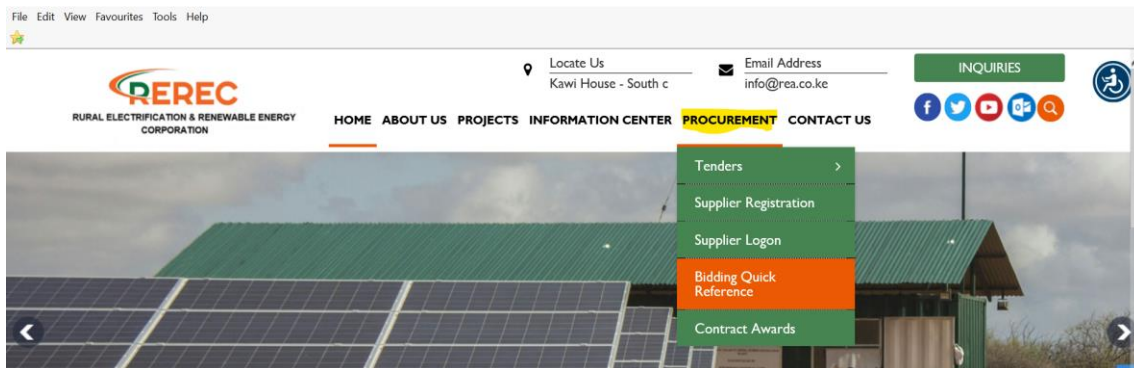
N/B: You can view and download all documents pertaining to the tender from here. Ensure that all documents are uploaded to the Collaboration

room in the link with “RFX Response Number: Company Name” therefore no responses shall be attached to the attachments, any such action shall be treated non-responsive, and the attachments shall not be evaluated.

You are to login to the collaboration link and upload all the required documents

- (g) Enter bid price in the item tab and fill in all required information for the response. This price shall be read out price during the opening.
- (h) **No value shall be entered under the RFX information “Target Value for RFX”**
- (i) Check for errors by clicking the Check button
- (j) Click on Save to review later or Submit to send the response to REREC

Supplier quick bidding reference with pictorials can be found in the REREC website as shown below for further use.



3.21.2 The tender shall be typed or written in indelible ink. They shall be signed by the Tenderer or a person or persons duly authorized to bind the Tenderer to the contract.

3.21.3 The authorization shall be indicated by a written Power of Attorney granted by the Tenderer to the authorized person before any of the following persons:-

a) *For local Tenderers, a Commissioner of Oaths or a Notary Public or a Magistrate of the Kenyan Judiciary.*

b) *For foreign Tenderers, a Notary Public in the country of the Tenderer.*

In either case above, the Power of Attorney shall accompany the Tender.

3.21.4 All pages of the Tender, including un-amended printed literature, shall be

initialed by the person or persons signing the Tender and serially numbered.

3.21.5 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.

3.21.6 REREC will assume no responsibility whatsoever for the Tenderer's failure to comply with or observe the entire contents of this paragraph 3.21.1.

3.21.7 Any Tender not prepared and signed in accordance with this paragraph may be rejected by REREC's as non-responsive.

3.21 Modification and Withdrawal of Tenders

3.21.1 **Modification:** A bidder may before tender closing edit their RFX response by clicking edit and resubmitting after editing the response.

3.21.2 **Withdrawal:** A Bidder may withdraw a Bid after it has been submitted by clicking withdraw if they are no longer interested in participating in the tender. A withdrawn bid shall not be evaluated

3.21.3 **Deadline for Submission of Tenders:** Tenders must be submitted online on or before the time specified in the Invitation to Tender.

REREC may, at its discretion, extend this deadline for submission of Tenders by amending the tender documents in accordance with paragraph 3.7, in which case all rights and obligations of REREC's and the Tenderer previously subject to the initial deadline, will therefore be subject to the deadline as extended.

3.22 Opening of Tenders

3.22.1 The Employer will open the tenders electronically in the presence of the tenderers' representatives who choose to attend at the time and location indicated in the Letter of Invitation to Tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

3.22.2 At the tender opening, the Employer will announce the tenderer's names, total tender price, tender price modifications and tender withdrawals, if any, the presence of the requisite Tender Surety and such other details as the Employer, at his discretion, may consider appropriate. No tender shall be rejected at the tender opening except for late tenders.

3.22.3 The Employer shall prepare a tender opening register and minutes of the tender opening including the information disclosed to those present.

3.22.4 Tenders not opened and read out a tender opening shall not be considered further for evaluation, irrespective of the circumstances. A tender who for any reason was not available in the Tender opening platform of the Procuring Entity and whose price was not read will not be evaluated

3.23 Process to be Confidential

- 3.23.1 After the opening of tenders, information relating to the examination, clarification, evaluation and comparisons of tenders and recommendations arising there-from shall not be disclosed to a Tenderer or other person(s) not officially concerned with such process until conclusion of that process.
- 3.23.2 Conclusion of that process shall be deemed to have occurred, at the latest, by the date and time REREC notifies the successful bidder(s). In any event, official disclosure by REREC of any information upon conclusion of that process may only be to the unsuccessful bidders and may contain only the information permissible by law in summary form.
- 3.23.3 Any effort by a Tenderer to influence REREC or any of its staff members in the process of examination, evaluation and comparison of tenders and information or decisions concerning the Tender may result in the disqualification of the Tenderer.

3.24 Clarification of Tenders and Contacting REREC

- 3.24.1 To assist in the examination, evaluation and comparison of Tenders REREC 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.
- 3.24.2 The Tenderer is required to provide timely clarification or substantiation of the information that is essential for effective evaluation of its qualifications. It is the responsibility of the Tenderer to provide in writing the clarification or substantiation which should reach REREC within five (5) days from the date of REREC's query. Such writing may include by electronic mail, facsimile or postal mail. Should there be no conclusive response within this period, it shall result in the Tenderer's disqualification.
- 3.24.3 Save as is provided in this paragraph and paragraph 3.22 above, no Tenderer shall contact REREC on any matter related to its Tender, from the time of the tender opening to the time the successful Tenderer is announced..
- 3.24.4 Any effort by a Tenderer to influence REREC in its decisions on tender evaluation, tender comparison, tender recommendation(s) or signing of Agreement may result in the disqualification of the Tenderer.

3.25 Preliminary Evaluation and Responsiveness

- 3.25.1 Prior to the detailed Technical and Financial evaluation, REREC will determine the substantial responsiveness of each Tender. For purposes of this tender, a substantially responsive Tender is one that conforms to the requirements of Preliminary Evaluation. REREC's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.
- 3.25.2 REREC will examine the Tenders to determine whether they conform to the Preliminary Evaluation Criteria set out in Section VI Evaluation Criteria.
- 3.25.3 Notwithstanding the contents of the foregoing sub-paragraphs, if a Tender is not

substantially responsive, it will be rejected at the earliest stage of evaluation by REREC and cannot subsequently be made responsive by the Tenderer by correction of any non-conformity.

3.26 Minor Deviations, Errors or Oversights

3.26.1 REREC may waive any minor deviation in a Tender that does not materially depart from the requirements of the goods and or services set out in the Tender Document.

3.26.2 Such minor deviation -

3.26.2.1 shall be quantified to the extent possible,

3.26.2.2 shall be taken into account in the evaluation process, and,

3.26.2.3 shall be applied uniformly and consistently to all qualified Tenders duly received by REREC.

3.26.3 REREC may waive errors and oversights that can be corrected without affecting the substance of the Tender.

3.27 Technical Evaluation and Comparison of Tenders

3.27.1 REREC will further evaluate and compare the Tenders that have been determined to be substantially responsive, in compliance to the Details of Services set out in the Tender Document and as per the prescribed Evaluation Criteria.

3.27.2 The Operational Plan is a critical aspect of the Tender. REREC requires that the Services shall be performed at the time specified in the Schedule of Requirements. REREC's evaluation of a tender will also take into account the Operational Plan proposed in the Tender. Tenderers offering to perform longer than REREC's required delivery time will be treated as non-responsive and rejected.

3.28 Financial Evaluation

3.28.1 The financial evaluation and comparison shall be as set out in the Summary of Evaluation Process. The comparison shall be

a) 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.

b) deviations in Payment Schedule from that specified in the Special Conditions of Contract

3.28.2 Where other currencies are used, REREC will convert those currencies to the same currency using the selling exchange rate ruling on the date of tender closing provided by the Central Bank of Kenya.

3.29 Preferences

3.29.1 Subject to availability and realization of the applicable international or local standards, only such manufactured articles, materials or supplies wholly mined and produced in Kenya shall be subject to preferential procurement.

3.29.2 Despite the above provisions, preference shall be given to —

- (a) manufactured articles, materials and supplies partially mined or produced in Kenya or where applicable have been assembled in Kenya; or
- (b) firms where Kenyans are shareholders.

3.29.3 The threshold for the provision under 3.30.2 (b) shall be above fifty-one percent of Kenyan shareholders.

3.30.1 In the evaluation of tenders, exclusive preference shall firstly be given to citizen contractors where the amount of the tender as evaluated is below Ksh. 500 Million in respect of works, goods and services.

3.30.2 Where a person is entitled to more than one preference scheme, the scheme with the highest advantage to the person shall be applied.

3.30.3 For purposes of this paragraph the Tenderer shall submit with its Tender, a valid copy of certificate of Confirmation of Directorships and Shareholding issued **and signed** by either the Registrar of Companies or Registrar of Business Names. This certificate must not be more than three (3) months old from the Date of the Tender Document. The Corporation reserves the right to subject the certificate to authentication.

3.31 Debarment of a Tenderer

A Tenderer who gives false information in the Tender 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.

3.32 Confirmation of Qualification for Award

3.32.1 REREC may confirm to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

3.32.2 The confirmation will take into account the Tenderer's financial, technical, and performance capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to paragraph 3.13 as well as confirmation of such other information as REREC deems necessary and appropriate. This may include factory, office and other facilities inspection and audits.

3.32.3 An affirmative confirmation will be a prerequisite for award of the contract to the Tenderer. A negative confirmation will result in rejection of the Tenderer's Tender, in which event REREC will proceed to the next lowest evaluated responsive tender to make a similar confirmation of that Tenderer's capabilities to perform satisfactorily.

3.33 Award of Contract

3.33.1 REREC will award the contract to the successful Tenderer whose Tender has been determined to be substantially responsive, compliant with the evaluation criteria and has been determined to be the lowest evaluated tender, and further, where deemed necessary, that the Tenderer is confirmed to be qualified to perform the contract satisfactorily.

3.33.2 Award will be done as indicated in the Appendix to Instructions to Tenderers.

3.34 Termination of Procurement Proceedings

- 3.34.1 REREC may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 3.34.2 REREC shall give prompt notice of the termination to the Tenderers, and, on request from any Tenderer, give its reasons for termination within fourteen (14) days of such request.

3.35 Notification of Award

- 3.35.1 Prior to the expiration of the period of tender validity, REREC shall notify the successful Tenderer in writing that its Tender has been accepted.
- 3.35.2 The notification of award shall not constitute the formation of the contract until one is finally signed by both parties.
- 3.35.3 Simultaneously, and without prejudice to the contents of paragraph 3.25, on issuance of Notification of Award to the successful Tenderer, REREC shall notify each unsuccessful Tenderer.
- 3.38.4 A notification of the tender outcome does not reduce the validity period for any tender security whether the Tenderer is successful or not, except where such tender security is officially released to the Bank and/or the Tenderer and such Bank discharged of all its obligations by REREC prior to the expiry of its stated validity period.

3.36 Signing of Contract

- 3.36.1 At the same time as REREC notifies the successful Tenderer that its Tender has been accepted, REREC will send the Tenderer the Contract Agreement provided in the Tender Document together with any other necessary documents incorporating all agreements between the Parties.
- 3.36.2 REREC shall sign and date the Contract in the period between not earlier than fourteen (14) days from the date of notification of contract award. Further, REREC shall not sign the contract until and unless the authentic performance security is received in accordance with paragraph 3.36.
- 3.36.3 Failure of the successful Tenderer to sign the Contract, the award shall be annulled and its tender security forfeited in which event REREC shall notify the next lowest evaluated Tenderer that its Tender has been accepted.
- 3.36.4 Paragraph 3.33 together with the provisions of this paragraph 3.35 will apply with necessary modifications with respect to the Tenderer notified under subparagraph 3.35.3.

3.37 Performance Security

- 3.37.1 Within fourteen (14) days of the date of notification of award from REREC, the successful Tenderer shall furnish REREC with a Performance Security which shall be either one or a combination of the following:
 - a) an original Bank Guarantee that is strictly in the form and content as

- prescribed in the Performance Security Form (Bank Guarantee) in the Tender Document.
- b) For Local bidders, Standby Letters of Credit (LC). All costs, expenses and charges levied by all banks party to the LC shall be prepaid/borne by the Tenderer. The LC must contain all the mandatory conditions of payment to REREC as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.
 - c) For Foreign bidders, Standby Letters of Credit (LC) confirmed by a bank in Kenya. All costs, expenses and charges levied by all banks party to the LC including confirmation charges shall be prepaid/borne by the Tenderer. The LC must contain all the mandatory conditions of payment to REREC as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.
3. 37.2 The Performance Security shall be issued by a commercial bank licensed by the Central Bank of Kenya. The bank must be located in Kenya.
3. 37.3 The Performance Security shall be the sum of ten percent (10%) of the contract value. It shall be in the currency of the contract price.
3. 37.4 REREC shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the successful Tenderer to sensitize its issuing bank on the need to respond directly and expeditiously to queries from REREC. The period for response shall not exceed three (3) days from the date of REREC's query. Should there be no conclusive response by the Bank within this period, such successful Tenderer's Performance Security may be deemed as invalid.
3. 37.5 Failure of the successful Tenderer to furnish an authentic Performance Security, the award shall be annulled and the Tender Security forfeited, in which event REREC may notify the next lowest evaluated Tenderer that its Tender has been accepted.
3. 37.6 Paragraph 3.35, 3.36 together with the provisions of this paragraph 3. 37 will apply with necessary modifications, and as far as circumstances permit, with respect to the Tenderer notified under sub-paragraph 3.37.5.

3.38 Corrupt or Fraudulent Practices

- 3.38.1 REREC requires that Tenderers observe the highest standard of ethics during the procurement process and execution of contracts. When used in the present Regulations, the following terms are defined as follows: -
- a) *“Corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of public official in the procurement process or in contract execution;*
 - b) *“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of REREC, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive REREC of the benefits of free and open competition.*

3. 38.2 REREC will nullify its notification of award if it determines that the Tenderer recommended has engaged in corrupt or fraudulent practices in competing for the contract in question.
3. 38.3 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 TENDERERS

The following information regarding the particulars of the tender shall complement and or amend the provisions of the Instructions to Tenderers *hereinafter abbreviated as ITT*. Wherever there is a conflict between the provisions of the ITT and the Appendix, the provisions of the Appendix herein shall prevail over those of the ITT.

No.	ITT Reference Clause	Particulars of Appendix
1	2. Eligible Tenderers	<i>Local suppliers registered in Kenya</i>
2	Origin of Eligible goods	<i>Any country is eligible</i>
3	Time for Completion of Works	6 Months
4	4.1 Site Visit and Pre-Bid Meeting	<i>There shall not be a pre-bid. Bidders are advised to visit the website and learn how to register and submit their bids</i>
5	4.2 Attendance of site visit	<i>a) There will be no site visit arranged by the Employer.</i>
6	9.1 Documents Comprising the Tender – List of Previous Customers	<i>The Tenderer shall submit names with full contact as well as physical addresses of previous customers of similar services and letters from the Previous customers confirming completion of the contracts on schedule.</i>
	9.1 Documentary evidence of financial capability	<i>Two years audited financial statements required must be those that are reported within eighteen (18) calendar months of the date of the tender document or 6 months certified bank statement</i>
	9.1 Catalogues, Brochures, Manufacturers Authorization and Drawings	<i>All technical documents and specifications pertaining to the product MUST be provided</i>
	9.1 Warranty	<i>Warranty shall be specific to equipment</i>
7	11.1 Tender Currency	<i>For avoidance of doubt, the currency of the tender Shall be in Kenya Shillings</i>
8	13.2 Tender Security	<i>2% of the tender value. The original tender security shall be dropped in the tender box situated in Ground Floor Kawi House South C. A scanned copy of the Tender security shall be submitted electronically with the rest of the bid.</i>
9	18.1 Responding to RFX	<i>Enter bid price in the item tab and fill in all required information for the response. The unit price entered in the items tab should be the same one entered in the price schedule. The total price per lot entered in the portal will be the read out price during tender opening and will be the award price. No other price shall be considered.</i>
10	18.1 Creation & Submission of Tenders	<i>There will be only one document submitted on the e-Procurement portal. Bidders shall ensure they upload all</i>

SECTION IV - SCHEDULE OF REQUIREMENTS FOR GOODS (PART A)
TERMS OF REFERENCE

1. Background

The Rural Electrification and Renewable Energy Corporation (REREC) is a state Corporation established under the Energy Act 2019, article 43(1). The Corporation has the mandate of spearheading Kenya's green energy drive, in addition to implementing rural electrification projects.

The Corporation plans to install solar PV systems in 21No. public primary schools in Turkana, Kajiado, Marsabit and Manadera Counties to support DLP learning programs in the schools.

The contractors are expected to do the work in conformity with the relevant technical standards, specifications, protocols and regulations (*Solar Photovoltaic Systems Regulations, 2012*) and shall be required to demonstrate professional, technical and financial competency to undertake the works under the terms and conditions as shall be set forth herein and in the contract.

2. Scope of Work

Primary schools

The scope of work involve supply, installation, testing and commissioning of new solar PV systems in the public primary schools listed in table 1. The main components of the systems are 300W solar panels, 2,000W Inverters / charger and 2v400AH batteries as indicated in the technical specifications. Wiring will be done for five (5) classes

General Specifications

1. Tenderers are requested to submit with their offers the detailed brochures, catalogues, datasheets and drawings from the manufacturers for the products they intend to use. Downloads from the internet will not be accepted.
2. The tenderers MUST offer ONLY one (1) set of detailed specifications per equipment.
3. Tenderers must indicate on the specifications sheets whether the equipment offered comply with the technical specifications. Specific values where applicable should be entered into the guaranteed technical specifications form.
4. All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any, shall be explained in detail in writing with the offer with supporting data such as calculation sheets, test reports and performance indices. REREC reserves the right to reject the products, if such deviations shall be such as to materially affect the use and operation of the products
5. No surface cabling will be allowed and bidders should provide for cost of wall chasing and making good even if not provided in the BoQ.

6. The tenderers are requested to present information along with their offers as follows :
 - Shortest delivery period of each product
 - Information on proper representative and/or workshop for back-up service/repair and maintenance including the names and addresses
7. All offered equipment must comply with the relevant International (IEC) & local Standards.
8. If successful and awarded the job, upon completion of works, the contractor shall provide a completion report together with the request for joint inspection or/and commissioning. The contractor completion report shall:
 - Contain the list of all installed equipment with respective serial numbers and manufacturers warranties
 - Be signed by at least a T2 technician with a valid license
 - Original equipment manufacturers contacts.
 - Installed equipment specifications details
9. Commissioning shall only be arranged if the a satisfactory completion report is submitted
10. At least a T2 technician **MUST** be present throughout the joint inspection exercise.
11. The contractor representative present at the Commission exercise **MUST** be at least a T2 holder with a valid license.

3. Technical Specifications for Equipment and Accessories

A. Inverter / Charger– 2,000W

No.	REREC Requirement	Tenderer Response
1	Name of Manufacturer, Brand Name	
2	Model No.	
3	Product coding	Serial number
4	Type	Integrated inverter charger
5	Minimum Rated Continuous Output power	2KW Pure sine wave for Power Inverter
6	Display	Smart LCD setting
7	Operations:	Combining solar system, Generator, and battery power source to supply continuous power
8	AC input	240 VAC
9	MPPT efficiency	98%
10	Rated Continuous Output power –	Min 2,000W Pure sine wave for Power Inverter
11	Surge Power Capability	300% of rated continuous Power
12	Peak Efficiency (Minimum)	>90%
13	Frequency	50/60HZ
14	Nominal Input voltage	24VDC
15	Output Voltage Range	220 - 240V AC (RMS)

16	Output Voltage Regulation	+/- 5%	
17	Battery low shut down	(20.5+/-0.5) VDC	
18	Low voltage battery recover	21VDC	
19	High battery voltage cutoff	30VDC	
20	Minimum Start Voltage	20VDC	
21	Idle consumption	<30W with power saver mode option	
22	Protection (electrical)	Overload, short circuit and Low battery disconnect	
23	Power factor capability		1
24	Charging algorithm of charger	Constant voltage	
25	Selectable Voltage range	90 to 280VAC	
26	Maximum Charge current PV	40A	
27	Operating temperature range	0 to 40 degree Celsius	
28	Charge controller	MPPT – 40A, Built in	
29	MPPT range voltage (VDC)	60 - 150 V	
30	Audible noise	60dB Max	
31	Guarantee	5 years	

B. Storage Batteries – 2v/400AH

No.	REREC Requirement	Tenderer Response
1	Name of Manufacturer, Brand Name	
2	Model No.	
3	Product code	Barcode or Serial number with batch number
4	Rated capacity	400Ah @ 10hr , 1.80v per cell @ 25 degree Celsius
5	Deep Cycle	
6	Discharge rate to 1.8V/Cell	Maximum 20 Hours
7	Floating charge voltage	Min 2.25 V
8	Internal resistance	Max 0.75 Ohms
9	Battery Type	Dry sealed batteries (Maintenance Free)
10	Plate type	Tubular
11	Electrolyte	Gel
12	Nominal Voltage	2V
13	Minimum Cycle Life	5,500 cycles at 30% daily depth of discharge
14	Minimum Design life	20 years - floating charge
15	Maximum Charging current	120.0A
16	Casing material	Polypropylene or similar translucent/transparent case
17	Minimum charge retention	60% in 8 months

18	Monthly self-discharge ratio	<4% at 25 degrees Celsius	
19	Operating temperature range	0 to 60 degrees Celsius	
20	Warranty	5 years	

C. Solar PV modules – 300W

No.	SPECIFICATION OF PV MODULES		BIDDERS RESPONSE
1	Name of Manufacturer, Brand Name, Model,		
2	Cell type	Polycrystalline / Monocrystalline	
3	Product coding	State	
4	Front Glass Coating	Min 3.2mm Anti-reflection coating,	
5	Front Glass Material	High transmission, low iron, tempered glass	
6	Frame	Anodized aluminum alloy	
7	Weather resistant Junction box with 3 Bypass-diodes on the backside of the modules with protection class min. IP 54		
8	Wiring of the modules with pin-and-socket connector according to EN 50521		
9	Busbar solar cell	Mini 5	
10	Quantity of cells	72	
11	Temperature coefficient PMPP:	$\leq -0.41\%/C$	
12	Temperature coefficient Voc:	$\leq -0.32\%/C$	
13	Temperature coefficient Isc:	$\leq 0.06\%/C$	
14	Operating temperature range:	$-15^{\circ}C \leq T \leq 45^{\circ}C$	
15	Module efficiency	at STC-conditions $> 16.5\%$	
16	Current at maximum power point (A) (maximum)	Min 8.3A	
17	Voltage at maximum Power Point (V) (minimum) - STC	Min 35V	
18	Open Circuit current (Isc) - STC	Min 9.0A	
19	Short circuit Current		
20	Positive power sorting		
21	10 years product warranty		
22	25 years linear performance guarantee (90% up to 10 years and 80% up to 25 years)		
23	CE- conformity, DVE GS, TUV quality certified for product		
24	Horizontal and vertical assembly possible		
25	High Mechanical load (acc. IEC 61215 (5400Pa superimposed load and 2400Pa suction load))		
26	Pre-cabled with MC4 Plug –connectors (IP 65)		
27	Nominal power at IEC-Conditions (radiation 1000W/m ² , Air-Mass 1.5 25°C)		
28	Product certification	IEC 61215 (Ed.2)	

29	Protection class	II/ IEC 61730	
30	Salt mist corrosion test	IEC 61701 (Ed. 2)	
31	Documentation: English	Please indicate:	
32	positive Power Tolerance	0 to +3%	
33	Cell dimension (length x width) in mm		
34	Module dimension (length x width x height) in mm		
35	Module weight in kg		
36	Wind Load withstand	Min 2350 pascal	
37	Load pressure withstand	5,000 Pascal	

D. Energy Meter

	REREC REQUIREMENT	Units	BIDDERS RESPONSE
1	Name of Manufacturer, Brand Name		
1	Model No.		
2	Display		LCD
3	Supply		
3.1	Certified voltage range	V AC	240 ±20%
3.2	Operating voltage range	V AC	110 - 276
3.3	Certified frequency	Hz	50 ±2%
3.4	Operating frequency range	Hz	44 - 66
3.5	Rated power dissipation (max.) Pv	VA (W)	<8 (0.6)
4	Overload capability		
4.1	Voltage Un continuous	V AC	276
4.2	Voltage Un continuous	V AC	276
4.3	Momentary (1 s)	V AC	300
4.4	Current Imax continuous	A	80 or 125
4.5	Momentary (10 ms)	A	2400 or 3750
5	Display (readouts)		
5.1	Display type LCD	n° digits	8 (2 decimal)
5.2	Digit dimensions	Mm	6.00 x 3
5.3	Active energy: 1 display, 7-digit tariffs 2	kWh	0.01
5.4	Instantaneous active power: 1 display, 3-digit	W, kW, MW	000 ... 999
6	Measuring accuracy		
6.1	Active energy and power acc.to EN 50470-3		B (1%) class 1
7	Environmental conditions		
7.1	Operating temperature	°C	-10 ... +55

7.2	Relative humidity (not condensation)	%	≤80	
7.3	Degree protection housing		IP51(*)/IP20	

E. LED tube Lighting Fixtures

	REREC Requirement		Tenderer Response
1	Name of Manufacturer, Brand Name		
1	Model		
2	Type	Linear tube type with reflector fitted, 2 feet	
3	Power rating	8 - 10 watts	
4	Operating Voltage range	220-240V AC	
5	Power Factor of light assembly	1	
6	Minimum Efficacy (lumens/watt)	100	
7	Minimum life span	30,000 hours	
8	Minimum Wide beam angle	200	
9	Power Factor	> 0.9	
10	Color temperature	(4000K – 5000K)	
12	Number of switching cycle	200,000	
13	Warranty	3 year	

NB:

- a. Attach detailed technical specifications in form of manufacturers datasheet for all equipment
- b. Only one datasheet per equipment should be provided. Where more than one datasheet per equipment has been provided the tender shall be deemed non-responsive.

4. **Electrical fittings, Switchgear and Accessories**

- Electrical switchgear (such as switches, sockets, consumer units, lamp holders, fuses (etc) must be of high quality certified to the relevant Kenyan(KS), IEC, British(BS) or equivalent. Proof of such certification may be requested.
- **Installation Hardware**
- -Mounting structures should be galvanized Iron or Aluminium, strong enough to withstand
- Windstorms of 100km/hr and be painted to reduce corrosion
- -Fasteners and other installation accessories (screws, bolts, etc.) should be galvanized or stainless steel

5. **Installation Quality and Guidelines**

PV Modules/ Arrays

- Modules or arrays have to be firmly fixed onto mounting structure to avoid rip off by strong winds.
- The module or array mounting structure should be corrosion resistance and the bolts and nuts used in mounting the module or array on to the structure should be stainless steel or galvanized.
- The siting of the module or array should be such that no object or objects will cast any shadows on it at any time of the day between 0900 and 1600 hours.
- The module or array siting should be such the cable run to the battery is kept to a minimum (3 metres Maximum)
- Modules or arrays should be tilted at an angle of between 10 and 15 degrees from horizontal plane facing the equator

Inverters

- The siting of the Inverter should be such that cabling between battery and inverter be as short as possible
- The Inverter should be located in a well-ventilated place
- The Inverter should be properly mounted on a suitable and appropriate surface - preferably on the wall

Batteries

- Parallel connections of more than three batteries, where possible should be avoided. Batteries to be paralleled should be identical, i.e. same manufacturer, same voltage, and same capacity.
- The battery should be located in a well-ventilated place, away from naked lights and other system electronics.
- Batteries should be placed in well ventilated battery racks
- Batteries should be fully charged before they are taken to site

Electrical Installation (AC Wiring, Loads and installation accessories – Lamps, TVs, Radios, Switches, Sockets, Fuses etc)

- The electrical installation should be carried out to comply with Kenya Wiring Regulations (KS 662) for Electrical Installation in Buildings

6. User Training

A person shall be identified from the institution, who shall regulate the system usage and carry out routine maintenance of the systems. This person shall be provided with user training covering the following:

- System performance expectations and limitations
- Purpose of each component of the system
- How to operate and use the systems including safety
- Indicator Lights and their purpose
- How to deal with breakdowns
- Performance monitoring and data recording
- User manuals shall be availed at every institution
- Contacts for reporting faults/defects

A training attendance list shall be signed for the persons trained in each school

BILL OF QUANTITIES – PRIMARY SCHOOLS

Table 1: List of primary schools

ITEM	COUNTY	CONSTITUENCY	SCHOOL NAME	REF NO	LOT	NO. OF SCHOOLS		
1	Turkana	Turkana Central	Merier Primary School	REC-2312520/21012	S4S/2021/01	10		
2	Turkana	Turkana Central	Moruongor Primary School					
3	Turkana	Turkana Central	Katula Primary School					
4	Kajiado	Kajiado Central	Osupuko Pry School	REC-3418420/21009				
5	Kajiado	Kajiado Central	AIC Ormankeki pri					
6	Kajiado	Kajiado Central	Olekimaki pri					
7	Kajiado	Kajiado Central	Kikelea pri	REC-1004620/21004				
8	Marsabit	North Horr	The Tiigo School					
9	Mandera	Mandera South	Ababosone Primary School	REC-0904220/21031			S4S/2021/02	11
10	Mandera	Mandera South	Charifuja Primary School					
11	Mandera	Mandera South	Wachile Primary School					
12	Mandera	Mandera South	Har-Adhi Primary School					
13	Mandera	Mandera South	Sukela Bima Primary School					
14	Mandera	Mandera South	Ada- Kalo Primary School					
15	Mandera	Mandera South	El-Tul Primary School					
16	Mandera	Banisa	Garbi Hills Primary School	REC-0904020/21004				
17	Mandera	Banisa	Hardawa Primary School					
18	Mandera	Banisa	Dambala Gale Primary School					
19	Mandera	Banisa	Urile Primary School					
20	Mandera	Banisa	Goroathi Primary School					
21	Mandera	Banisa	Khaba Guto Primary School					
TOTAL						21.00		

1. DETAILED BOQ – PRIMARY SCHOOLS

BILL OF QUAMTITIES							
SOLAR FOR PRIMARY SCHOOLS							
ITEM	DESCRIPTION	Unit	Qty per school	Qty per Lot	Unit Price	16% Vat	Total Cost per Lot
1	20W 2 FT LED tube light Fitting With Tube - AC	No.	20				
2	3 Gang 1 way Switch	No.	5				
3	2 Gang 1 way Switch	No.	2				
4	Switch Boxes	No.	38				
5	Joint Boxes	No.	10				
6	13A Socket Outlets	No.	31				
7	2v400AH Solar Battery lead-carbon	No.	12				
8	300W Solar Module	No.	6				
9	2000W Inverter/charger True Sine Wave	No.	1				
10	60A 4 way consumer unit with 4MCBs each	No.	2				
11	1.5 sq.mm PVC Twin Cable with Earth	M	300				
12	2.5 sq.mm PVC Twin Cable with Earth	M	200				
13	6 sq. mm PVC Twin Cable With earth	M	15				
14	10 sq.mm PVC Twin Cable with Earth	M	15				
15	16 sq.mm PVC Twin Cable with Earth	M	30				
16	50 sq.mm PVC Twin Cable	M	10				
17	60A Isolator double pole	No.	1				
18	100A Isolator double pole	No.	1				
19	60A Battery Fuse and Carrier; wall mounted	No.	1				
20	100A Battery Fuse and Carrier; wall mounted	No.	1				
21	150A Inverter Fuse and Carrier; wall mounted	No.	1				
22	Factory made Battery rack 2 x 400AH battery (12 NO.Batteries)	No.	1				
23	2” Wood Screws	Pkts	4				
24	Tower Clips	Pkts	6				
25	20 SQ MM PVC Conduit H/G	No.	400				
26	Trenching for connecting buildings	M	100				
27	Wall chasing and making good	Sum	1				
28	Earth rod with clamps	No.	1				
29	Earth lead cable	M	20				
30	Roof mounting structure 6 no panel 300wp	No.	1				
31	Loop-in boxes & Accessories	No.	1				
32	Labor and Transport	Sum	1				
A	TOTAL COST						
B	ADD VAT(16%)						
	TOTAL COST(A+B)						

OVERALL SUMMARY

ITEM	DESCRIPTION	LOT	QUOTED AMOUNT
1	Solar for primary schools	S4S/2021/01	
2	Solar for primary schools	S4S/2021/02	
	Grand Total (to be forwarded to form of tender)		

NOTE:

1. In case of discrepancy between unit price and total price, the unit price shall prevail
2. Bidders shall be required to charge uniform/same prices for similar equipment.
3. Bidders can quote for all the lots, however, only one lot can be awarded per bidder

SECTION V - Price Schedule for Goods (Part B)

Date:

Rural Electrification and Renewable Energy Corporation

Ground Floor: Kawi House, South C
P.O. 34585 – 00100
NAIROBI,
KENYA

Dear Sirs and Madams,

Having read, examined and understood the Tender Document including all Addenda, receipt of which we hereby acknowledge, we, the undersigned Tenderer, offer to supply REREC with
for the sum of(total in figures).....(in words) or such other sums as may be ascertained in accordance with the schedule of prices inserted by me/ us above.

Name of Tenderer _____

Name and Capacity of authorized person signing the Tender _____

Signature of authorized person signing the Tender _____

***NOTES TO TENDERERS:-**

- i. The offered unit price **MUST** be rounded to two decimal places. Where the Tenderer fails to round the offered unit price as required, then, the offered unit price shall be rounded downwards to two decimal places and used for the purposes of this tender
- ii. Awards shall be made to the lowest responsive evaluated bidder.

SECTION VI - SUMMARY OF EVALUATION PROCESS

1. PRELIMINARY EVALUATION

The following are the **MANDATORY Requirements** that **SHALL** constitute the evaluation criteria at the Preliminary Evaluation Stage:

- 1) Confirmation that bidder documents/Attachments have been submitted in the Collaboration folder of the SAP SRM System.
- 2) Confirmation that the bidder's prices appear during tender opening. The entered prices in the Items Tab of the SRM Portal must be same as the prices in the Tender form/price schedules and the same prices are read out during opening. (award shall be based on the read out prices)
- 3) Confirmation of submission of Tender Security from a local Bank inform of either; inform of Bank guarantee or Bankers' cheque or Insurance Guarantee (Insurance issuing the guarantee must be part of the Public Procurement Regulatory Authority (PPRA) approved list, which validity shall be at least 150 days from the date of tender opening. Tender security value. Tender security value SHALL be at least 2% (percent) of the tender price.
- 4) The tenderer SHALL attach copies of: Certificate of Incorporation of Business, Copy of E-PIN Certificate with both VAT and Income Tax Obligations. Valid Tax Compliance Certificate at the time of tender submission, CR 12 Certificate issued not more than 3 months from the date of Tender closing
- 5) Copy of Business Permit in the County of Operation
- 6) Power of Attorney Notarized by a Magistrate or Commissioner of Oath Indicating the Authorized signatory for the documents of the bidder.
- 7) The tenderer **SHALL** dully fill the Standard Forms (Letter of Application, Form of Tender, Tender Questionnaire, Declaration Form and Confidential Business Questionnaire) in the format provided. Confirmation of tender validity period. Tenders **SHALL** be valid for at least 120 days from the date of tender opening.
- 8) The tenderers **SHALL** submit drawings and specifications of system configuration, panel mounting systems and Battery rack.
- 9) The tenderer **SHALL** submit catalogues and brochures containing technical data as provided in the technical specifications for all main equipment - Solar module, Batteries, Inverter/Charger, Energy Meter, LED Lights. Only one catalogue/brochure to be submitted per equipment.
- 10) Submission of dully filled Guaranteed Technical Particulars (GTPS) forms
- 11) Submission of Detailed Mobilization Plan & Detailed Construction Schedule. This should be clear and demonstrate/indicate for each activity for a period not exceeding 24 weeks.
- 12) Submission of Professional Qualification and experience for key staff, which key staff shall be the Project Supervisor and two (2) Technicians. At least one staff member with EPRA solar license T3.
- 13) The tenderer **SHALL** provide latest Audited financial reports for the last 18 months.
- 14) The tenderer **SHALL** submit Manufacturers Authorizations & Warranty form on manufacturer's letterhead signed and stamped for main equipment – Solar module, Batteries, Inverter/Charger, Energy Meter, LED lights.
- 15) Submission of manufacturers contact details including a valid official email address (gmail or yahoo email address will not be accepted).
- 16) The tenderer **SHALL** provide details of experience and past performance on works of a similar nature within the past five years and details of current work on hand and other contractual

commitments. The tenderer to attach at least 3 completion certificates from the owner of the works undertaken. The Applicants should have at least 2 years past experience in relevant works.

- 17) Confirmation of business Premise, workshops and service center with relevant tools and equipment whether owned or leased with evidence of valid lease agreements and OSHA registration of workplace certificate.
- 18) Submission of valid EPRA Solar License (Company's Valid EPRA solar license C1 or V1)
- 19) Submission of valid NCA 7 and above – electrical or Mechanical services with solar registration.
- 20) Manufacturer's ISO9001:2015 certificate or KEBS certification for local manufacturers for quality management for the key equipment i.e, Solar module, Batteries, Inverter/Charger, Energy Meter, LED lights should be valid.
- 21) Manufacturers ISO14001:2015 certificate or NEMA / energy policy certification on Environmental Management Policy for key equipment - Solar module, Batteries, Inverter/Charger, Energy Meter, LED lights should be valid
- 22) Submission of evidence of an established up to date safety program, policies and work practices. Bidder to provide a written occupational health and safety policy.

NB: Tenders which do not satisfy any of the requirements set out above shall be rejected as per public procurement and disposal Act, 2015 and will not proceed to technical evaluation stage.

TECHNICAL EVALUATION

The following SHALL constitute the evaluation criteria at the Technical Evaluation stage:

1. Full compliance to Technical specifications for key equipment. This is a mandatory fulfillment and a bidder who fails on any of the critical parameters shall be deemed non responsive. Only one brochure / technical specification per equipment should be offered, bids with more than one brochure / technical specifications per equipment will be considered non-responsive. The Corporation may at its own discretion verify manufacturers authorizations and warranty
2. Verification of Professional Qualification and experience for key staff, which key staff shall be the Project Supervisor, two (2) Technicians. The Project Supervisor shall have at least a degree in Electrical or Mechanical Engineering or Renewable Energy and Registered with EBK as a graduate engineer and with at least five (5) years of experience. The technicians shall have at least a Diploma in Engineering with a minimum of two (2) years of experience. Signed CV's by the technicians and the owner/director and Certified copies of Certificates MUST be submitted. At least one staff member with Valid EPRA solar license, one of which must be T3.
3. Verification of relevant Drawings and Technical Data of system configuration, inverter and panel mounting systems and Battery rack. The Drawings should be legible and the dimensions should be clearly marked.
4. Verification of detailed Mobilization Plan & Detailed Construction Schedule. This should be clear and demonstrate/indicate for each activity for period not exceeding 24 weeks.
5. Verification of previous works undertaken. The tenderer to attach at least 3 completion certificates from the owner of the works undertaken

NB: Tenders which do not satisfy any of the requirements set out above shall be rejected as per public procurement and disposal Act, 2015 and SHALL not proceed to financial evaluation stage.

FINANCIAL EVALUATION

The following constituted the evaluation criteria at the Financial Evaluation stage:-

- i. The Procuring Entity SHALL apply the prevailing mean exchange rate at the time of tender opening for purposes of conversion of tender currencies into one common currency for comparison of unit prices. The source of the prevailing exchange rate shall be the Central Bank of Kenya
- ii. Confirmation that the bidder has quoted his prices Delivered Duty Paid, vat inclusive to site outlined in the Schedule of Requirements.
- iii. Confirmation of and considering BOQ/Price Schedule duly completed and signed.
- iv. Confirmation of tenderer's conformance with REREC delivery schedule in the tender document.
- v. Compliance with the stated REREC terms of payments

NB: Tenders which do not satisfy any of the requirements set out above shall be rejected as per public procurement and disposal regulations- 2006 49(2).

SECTION VII – General Conditions of Contract

The provisions in the GCC will apply unless an alternative solution or amendment is made under other parts of the Contract including the Special Conditions of Contract.

7.1 Definitions

In this contract, the following terms shall be interpreted as follows: -

- a) *“Day” means calendar day and “month” means calendar month.*
- b) *“The Contract” means the agreements entered into between REREC and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.*
- c) *“The Contract Price” means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligations.*
- d) *“The Goods” includes all of the equipment, machinery, and or other materials, which the Supplier is required to supply to REREC under the contract.*
- e) *“The Procuring Entity” means The Rural Electrification and Renewable Energy Corporation or its successor(s) and assign(s) where the context so admits (hereinafter abbreviated as REREC).*
- f) *“The Supplier” means the individual or firm supplying the goods under this contract or his/ her/ its permitted heir(s), personal representative(s), successor(s) or permitted assign(s) where the context so admits. For the avoidance of doubt this shall mean the successful Tenderer(s) pursuant to the tender.*
- g) *Wherever used in the contract, “delivery” shall be complete or be deemed to be complete, unless the circumstances indicate otherwise, when the goods have been inspected and tested in accordance with the Contract and where REREC does not signify its approval to the Supplier, but retains the goods without giving notice of rejection, on the expiration of thirty (30) days from date of documented receipt by the duly authorized representative of REREC, of the goods, at REREC stores or other indicated site.*

7.2 Application

These General Conditions shall apply to the extent that provisions of other parts of the contract do not supersede them.

7.3 Country of Origin

7.3.1 For purposes of this clause, “Origin” means the place where the goods were mined, grown, or produced.

7.3.2 The origin of Goods and Services is distinct from the nationality of the Supplier.

7.4 Standards

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

7.5 Use of Contract Documents and Information

7.5.1 The Supplier shall not, without REREC’s prior written consent, disclose the contract, or any provision thereof or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of REREC in connection therewith, to any person other than a person employed by the Supplier in the performance of the contract.

7.5.2 The Supplier shall not, without REREC’s prior written consent, make use of any document or information enumerated in clause 7.5.1 above.

7.5.3 Any document, other than the contract itself, enumerated in clause 7.5.1 shall remain the property of REREC and shall be returned (including all copies) to REREC on completion of the Supplier's performance under the contract if so required by REREC.

7.6 Patent Rights

The Supplier shall indemnify REREC against all third party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods of any part thereof in REREC's country.

7.7 Performance Security

7.7.1 Within twenty one (21) days of the date of the notification of contract award, the Supplier shall furnish to REREC the Performance Security which shall be either one or a combination of the following:-

- a) an original Bank Guarantee that is strictly in the form and content as prescribed in the Performance Security Form (Bank Guarantee) in the Tender Document.
- b) Confirmed Standby Letters of Credit (LC). All costs, expenses and charges levied by all banks party to the LC including confirmation charges shall be prepaid by the successful Tenderer. Certain mandatory conditions of the LC shall be as prescribed in the Performance Security Form (LC) in the Tender Document.

7.7.2 The Performance Security shall be issued by a commercial bank licensed by the Central Bank of Kenya. The bank must be located in Kenya.

7.7.3 The Performance Security shall be the sum of ten percent (10%) of the contract price. It shall be in the currency of the contract price.

7.7.4 Failure of the Supplier to furnish the Performance Security, the award shall be annulled and the Tender Security forfeited, in which event REREC may notify the next lowest evaluated Tenderer that its Tender has been accepted.

7.7.5 The proceeds of the Performance Security shall be payable to REREC as compensation for any loss resulting from the Supplier's failure to comply with its obligations in accordance with the contract without REREC being required to demonstrate the loss it has suffered.

7.7.6 The Performance Security shall be valid for a minimum of sixty (60) days after satisfactory delivery for both Foreign and Local Suppliers.

7.7.7 REREC shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the Supplier to sensitize its issuing bank on the need to respond directly and expeditiously to queries from REREC. The period for response shall not exceed five (5) days from the date of REREC's query. Should there be no conclusive response by the Bank within this period, such Supplier's Performance Security may be deemed as invalid and the Contract nullified, unless information to the contrary is received by REREC two (2) days before the expiry of the Supplier's Tender Security.

7.7.8 Subject to the provisions of this contract, the Performance Security will be discharged by REREC and returned to the Supplier not earlier than thirty (30) days following the date of completion of the Supplier's obligations under the contract, including any warranty obligations, under the contract.

7.8 Approval before Manufacture

7.8.1 All technical details and design drawings for the items to be supplied shall be submitted by the Supplier to REREC for approval before manufacture.

7.8.2 Should the Supplier fail to observe this condition of approval before manufacture, REREC may decline to accept the goods, or the Supplier shall either replace them or make alterations necessary, but in any case, REREC shall incur no liability howsoever.

7.9 Inspection and Tests

- 7.9.1 REREC or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract specifications. REREC shall notify the Supplier in writing in a timely manner, of the identity of any representative(s) retained for these purposes.
- 7.9.2 Prior to the manufacture or production of the goods on order, REREC reserves the right to inspect the manufacturing or production facility and the quality management system. The manufacturer or producer shall meet the cost of routine inspection while REREC shall meet the cost of air travel to the nearest airport and accommodation of three of its nominated officers inspecting and witnessing tests.
- 7.9.3 It is the responsibility of the Supplier to confirm if this right is to be exercised. Such visit and or inspection shall in no way prejudice REREC's rights and privileges.
- 7.9.4 Upon completion of manufacturing or production process, REREC reserves the right to send three of its nominated officers to inspect the goods on order at the place of manufacture where inspection and acceptance tests as per tender specifications shall be carried out in their presence. Tests shall be done in accordance with the test standard(s) given in the Technical Specification of the goods on order.
- 7.9.5 The manufacturer or producer shall meet the cost of tests as per tender specifications while REREC shall meet the cost of air travel to the nearest airport and accommodation of its three nominated officers inspecting and witnessing the tests.
- 7.9.6 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of production, manufacture, delivery and or at the goods' final destination. If conducted on the premises of the Supplier 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 REREC. In all cases, the equipment used for tests must be validly calibrated by the national standards body and a copy (ies) of the calibration certificate(s) must be submitted with the test report(s).
- 7.9.7 Complete test report(s) for all the goods as per Tender Specifications shall be submitted to REREC for approval before packaging and shipment. No material or goods shall be shipped or delivered without written approval from REREC.
- 7.9.8 Should any inspected or tested goods fail to conform to the specifications, REREC shall reject the goods, and the Supplier shall either replace the rejected goods or make alterations necessary to meet specification requirements free of cost to REREC. The period for replacement or alterations together with delivery to REREC shall be fourteen (14) days or as may otherwise be specified in the notice of rejection.
- 7.9.9 The Supplier shall collect the rejected goods within fourteen (14) days from the date of notification of rejection. If the rejected goods are not collected within this period, the goods will be disposed of by REREC guided by the Disposal of Uncollected Goods Act, Chapter 38 of the Laws of Kenya.
- 7.9.10 notwithstanding any previous inspection(s) and test(s) REREC shall inspect and may test the goods upon arrival at the indicated site. Where REREC inspects and rejects the goods after the goods arrival, REREC shall claim from the Supplier the full cost of the goods including delivery charges to REREC Stores or other indicated site and other incidental costs incurred in relation thereof.
- 7.9.11 REREC's right to inspect, test and where necessary, reject the goods after their arrival shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by REREC or its representative(s) prior to the goods delivery.

7.9.12 For the avoidance of doubt, any acknowledgement by REREC on the Supplier's or sub-contractor's document shall not be conclusive proof or evidence of satisfactory delivery without duly authorized approval by REREC.

7.9.13 Nothing in clause 7.9 shall in any way release the Supplier from any warranty or other obligations under this Contract.

7.10 Pre-Shipment Verification of Conformity (PVoC)

7.10.1 All Suppliers of imported goods and or products must obtain a Certificate of Conformity issued by an authorized KEBS appointed partner prior to shipment.

7.10.2 The Certificate is a mandatory customs clearance document in Kenya. KEBS has appointed, Global Inspections South Africa (Pty) Ltd, (GSIA), China Certification and Inspection (Group) Company Ltd (CCIC), Agency Societe Generale de Surveillance S.A. (SGS) and INTERTEK, to perform the PVoC programme on their behalf depending on the country of supply origin. The cost of pre-shipment verification shall be borne by the Supplier.

7.11 Packaging and Labelling

7.11.1 The Supplier shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract.

7.11.2 The method of packaging, labeling and marking shall comply strictly with such special requirements as shall be specified and attached to the Tender and particular Order.

7.11.3 The labelling, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract.

7.11.4 The goods shall be packed in good condition suitable for sea/air/road/rail dispatch. Hazard in transit to the final destination shall include rough handling and storage in tropical conditions.

7.11.5 The Supplier shall enclose a packing list in each package and all documents relating to the Order shall show the Stores Code Number detailed against the items.

7.11.6 The Supplier shall ensure that all cases or packages shall be marked (painted) with bright pink bands five (5) inches in width so as to form a diagonal cross on every face. All bundles and pieces must bear a conspicuous bright pink colour mark to ensure identification in any position in which they may appear on un-loading.

7.11.7 The Supplier shall ensure that all lettering shall be no less than seven decimal five centimetres (7.5cm) or three inches (3") high and each package shall be marked with the shipping marks indicating the supplier or supplier's agent as the consignee.

7.12 Delivery and Documents for Foreign Goods

7.12.1 Delivery and or shipment of the goods shall be made by the Supplier to the place and in accordance with the terms specified by REREC in its Schedule of Requirements.

7.12.2 For imported goods, upon shipment, the Supplier shall notify REREC and the insurance company, by paper mail or facsimile the full details of the shipment including Order number, description of goods, quantity, the vessel, the airway bill number and the date, port of discharge. The Supplier shall courier, one copy to REREC and another to the insurance company, a set of the following documents: -

- a) *The Supplier's invoice showing the goods description, quantity, unit price, total amount*
- b) *Non-negotiable airway bill or bill of lading*
- c) *Packing list identifying contents of each package*
- d) *Insurance certificate, where applicable*

- e) *Manufacturer's and or Supplier's credit number, Type Test and or Test Reports and their respective Certificates and REREC's Official Order number shall be quoted on the shipping documents*
 - f) *Approved drawings, brochures, catalogues and technical details*
 - g) *Inspection Certificate issued by the nominated inspection agency, as per Clause 7.10 PVoC, and the Supplier's inspection report*
 - h) *Summary of Acceptance Test reports signed and approved by REREC for the items offered, and,*
 - i) *Certificate of Origin of the goods.*
- 7.12.3 It is the responsibility of the Supplier to ensure shipping documents are received by REREC at least one (1) week before the vessel docks or lands.
- 7.12.4 Any goods or products supplied without timely delivery or submission of the above mentioned shipping documents will not be released to importers until their quality is determined and will be held at the Supplier's expense.
- 7.12.5 Any late submission of shipping documents shall be treated as part of non-performance on the part of the Supplier and the Procurement Entity shall be entitled to call up the Performance Security. In addition REREC shall upon demand, be entitled to receive any other amounts in excess including demurrage costs.
- 7.13 Delivery and Documents for Domestic Goods**
- 7.13.1 Delivery of the goods shall be made by the Supplier to the place and in accordance with the terms specified by REREC in its Schedule of Requirements.
- 7.13.2 The Supplier shall notify REREC of the full details of the delivered goods by delivering together with the goods a full set of the following documents:-
- a) *Copies of the Supplier's invoice showing the goods description, quantity, unit price and total price*
 - b) *Delivery note*
 - c) *Manufacturer's and or Supplier's warranty certificate*
 - d) *Packing list identifying contents of each package*
- 7.13.3 It is the responsibility of the Supplier to ensure that the delivery documents are received by REREC at the designated delivery point at the time of delivery.
- 7.13.4 Any late or non-submission of the delivery documents shall be treated as part of non-performance on the part of the Supplier and REREC shall be entitled to call up the Performance Security.
- 7.14 Transportation**
- 7.14.1 Where the Supplier is required under the contract to deliver the goods FOB, transport of the goods, up to and including the point of putting the goods on board the vessel at the specified port of loading shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the contract price.
- 7.14.2 Where the Supplier is required under the contract to deliver the goods CFR to Kenya, transport of the goods to the port of discharge or such other point in Kenya as shall be specified in the contract shall be arranged and paid for by the Supplier and the cost thereof shall be included in the contract price.
- 7.14.3 Where the Supplier is required under the contract to deliver the goods CFR, no further restriction shall be placed on the choice of the shipping line and or airline.

- 7.14.4 Where the Supplier is required to effect the delivery under any other terms, for example by post or to another address in the source country, the Supplier shall be required to meet all transport expenses until delivery.
- 7.14.5 In all the above cases, transportation of the goods after delivery shall be the responsibility of the supplier.

7.15 Insurance

- 7.15.1 The goods supplied under the contract shall be fully insured by the Supplier against loss or damage incidental to manufacture, production or acquisition, transportation, storage and delivery up to the port of loading where the goods are being delivered FOB or the port of discharge or such other point in Kenya as shall be specified in the contract where the goods are being delivered CFR.
- 7.15.2 The Supplier shall (except in respect to losses, injuries or damage resulting from any act or neglect of REREC) indemnify and keep indemnified REREC against all losses and claims for injuries or damage to any person or property whatsoever which may arise out of or in consequence of the contract and against all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto.

7.16 Payment

- 7.16.1 Payments shall be made promptly by REREC and shall not be less than thirty (30) days from delivery and submission of invoice together with other required and related documents or as otherwise prescribed in the contract.
- 7.16.2 Payment shall primarily be through REREC's cheque or Real Time Gross Settlement (RTGS) or telegraphic transfer. Where applicable, a copy of a valid Performance Security, stamped, certified as authentic by REREC, shall form part of the documents to be presented

to REREC before any payment is made. The terms shall be strictly on Delivered and Duty Paid (DDP) basis.

- 7.16.3 Suppliers who request for a Letter of Credit (*hereinafter abbreviated as LC*) –
- a) *Shall meet all the LC costs. Indicative costs levied by the banks include opening charges (0.25% per quarter), confirmation charges (0.25% flat), settlement (0.25% flat), acceptance charges (0.25% flat) and any amendment charges.*
 - b) *Any extension and or amendment charges and any other costs that may result from the Supplier's delays, requests, mistakes or occasioned howsoever by the Supplier shall be to the Beneficiary's account.*
 - c) *The maximum number of extensions and amendments shall be limited to two (2).*
 - d) *Should the Supplier require a confirmed LC, then all confirmation and any other related charges levied by both the Supplier's and REREC's bank shall be to the Beneficiary's account.*
 - e) *The LC shall be opened only for the specific Order within the validity period of the contract.*
 - f) *LCs shall be partial for partial performance or full for whole performance as per the contract.*
 - g) *The Supplier shall be required to submit a proforma invoice for each lot for use in the placement of order and opening of the LC. The proforma invoice shall be on total DDP basis.*

- h) *A copy of the Performance Security, stamped and certified as authentic by REREC, whose expiry date should not be less than sixty (60) days from the LC expiry date, shall form part of the documents to be presented to the Bank before any payment is affected.*
- 7.16.4 REREC shall have the sole discretion to accept or decline any Supplier's payment request through Letters of Credit without giving any reason for such decline.
- 7.17 Interest**
Interest payment by REREC shall be inapplicable in the contract.
- 7.18 Prices**
- 7.18.1 Subject to clause 7.19 herein-below, prices charged by the Supplier for goods delivered and services performed under the contract shall, be fixed for the period of the contract with no variations.
- 7.18.2 A price that is derived by a pre-disclosed incorporation or usage of an internationally accepted standard formula shall not be deemed to be a price variation within the meaning of this clause.
- 7.19 Variation of Contract**
REREC and the Supplier may vary the contract only in accordance with the following: -
- a) *the quantity variation for goods shall not exceed ten percent (10%) of the original contract quantity.*
- b) *the quantity variation must be executed within the period of the contract.*
- c) *The cumulative value of all contract amendments shall not increase the total contract price by more than twenty five percent from the original contract sum.*
- 7.20 Assignment**
The Supplier shall not assign in whole or in part its obligations to perform under this contract, except with REREC's prior written consent.
- 7.21 Subcontracts**
- 7.21.1 The Supplier shall notify REREC in writing of all subcontracts awards under this contract if not already specified in the tender. Such notification, in the original tender or obligation under the Contract shall not relieve the Supplier from any liability or obligation under the Contract.
- 7.21.2 In the event that an award is given and the contract is sub contracted, the responsibility and onus over the contract shall rest on the Supplier who was awarded.
- 7.22 Termination of Contract**
- 7.22.1 REREC may, without prejudice to any other remedy for breach of contract, by written notice sent to the Supplier, terminate this contract in whole or in part due to any of the following: -
- a) *if the Supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by REREC.*
- b) *if the Supplier fails to perform any other obligation(s) under the contract.*
- c) *if the Supplier, in the judgment of REREC has engaged in corrupt or fraudulent practices in competing for or in executing the contract.*
- d) *by an act of force majeure.*
- e) *if the Supplier becomes insolvent or bankrupt*
- f) *if the Supplier has a receiving order issued against it, compounds with its creditors, or an order is made for its winding up (except for the purposes of its amalgamation or reconstruction), or a receiver is appointed over its or any part of its undertaking or assets, or if the Supplier suffers any other analogous action in consequence of debt.*
- d) *if the Supplier abandons or repudiates the Contract.*
- 7.22.2 REREC by written notice sent to the Supplier 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 REREC's convenience, the extent to which performance, by the Contractor, of the Contract, is terminated and the date on which such termination becomes effective.

- 7.22.3 For the remaining part of the Contract after termination for convenience, REREC may pay to the Supplier an agreed amount for partially completed satisfactory deliveries.
- 7.22.4 In the event that REREC 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 or not rendered, and the Supplier shall be liable to REREC for any excess costs for such similar goods and or any other loss PROVIDED that the Supplier shall not be so liable where the termination is for convenience of REREC.
- 7.22.5 The Parties may terminate the Contract by reason of an act of *force majeure* as provided for in the contract.
- 7.22.6 The Contract may automatically terminate by reason of an act of *force majeure* as provided for in the Contract.

7.23 Liquidated Damages

Notwithstanding and without prejudice to any other provisions of the contract, if the Supplier fails to deliver any or all of the goods within the period specified in the contract, REREC shall, without prejudice to its other remedies under the contract, deduct from the contract prices, liquidated damages sum equivalent to 0.5% of the delivered or shipment price (whichever is applicable) per day of delay of the delayed items up to a maximum of ten percent (10%) of the delivered price of the delayed goods.

7.24 Warranty

- 7.24.1 The Supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current specification and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The Supplier further warrants that the goods supplied under this contract shall have no defect arising from manufacture, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied goods under the conditions obtaining in Kenya.
- 7.24.2 This warranty will remain valid for one (1) year after the goods, or any portion thereof as the case may be, have been delivered to the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port of loading in the source country, whichever period concludes earlier.
- 7.24.3 REREC shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 7.24.4 Upon receipt of such a notice, the Supplier shall, with all reasonable speed, replace the defective goods without cost to REREC.
- 7.24.5 If the Supplier having been notified fails to remedy the defect(s) within a reasonable period, REREC may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which REREC may have against the Supplier under the contract.

7.25 Resolution of Disputes

- 7.25.1 REREC and the Supplier may make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
- 7.25.2 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 resort to resolution before a recognized local forum for the resolution of disputes.

7.26 Language and Law

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

7.27 Waiver

Any omission or failure by REREC to exercise any of its rights or enforce any of the penalties arising from the obligations imposed on the Supplier shall in no way, manner or otherwise howsoever, alter, amend, prejudice, vary, waive or be deemed to alter, amend, prejudice, vary, waive or otherwise whatsoever any of REREC's powers and rights as expressly provided in and as regards this contract.

7.28 Force Majeure

7.28.1 *Force majeure* means any circumstances beyond the control of the parties, including but not limited to: -

- a) *war and other hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo;*
- b) *ionizing radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosives or other hazardous properties of any explosive nuclear assembly or nuclear components thereof;*
- c) *rebellion, revolution, insurrection, military or usurped power and civil war;*
- d) *riot, commotion or disorder except where solely restricted to employees servants or agents of the parties;*
- e) *un-navigable storm or tempest at sea.*

7.28.2 Notwithstanding the provisions of the contract, neither party shall be considered to be in default or in breach of its obligations under the contract to the extent that performance of such obligations is prevented by any circumstances of *force majeure* which arise after the Contract is entered into by the parties.

7.28.3 If either party considers that any circumstances of *force majeure* are occurring or have occurred which may affect performance of its obligations it shall promptly notify the other party and provide reasonable proof of such circumstances.

7.28.4 Upon the occurrence of any circumstances of *force majeure*, the Supplier shall endeavour to continue to perform its obligations under the contract so far as is reasonably practicable. The Supplier shall notify REREC of the steps it proposes to take including any reasonable alternative means for performance, which is not prevented by *force majeure*. The Supplier shall not take any such steps unless directed so to do by REREC.

7.28.5 If the Supplier incurs additional costs in complying with REREC's directions under sub clause 7.28.4, then notwithstanding the provisions of the Contract, the amount thereof shall be agreed upon with REREC and added to the contract price.

7.28.6 If circumstances of *force majeure* have occurred and shall continue for a period of twenty one (21) days then, notwithstanding that the Supplier may by reason thereof have been granted an extension of time for performance of the contract, either party shall be entitled to serve upon the other seven (7) days' notice to terminate the Contract. If at the expiry of the period of twenty-eight (28) days, *force majeure* shall still continue, the contract shall terminate.

SECTION VIII – Special Conditions of Contract

The Special Conditions of Contract *hereinafter abbreviated as SCC* shall form part of the Conditions of Contract. They are made in accordance with the law and REREC’s guidelines, practices, procedures and working circumstances. They shall amend, add to and vary the GCC. The clauses in this section need not therefore, be completed but must be completed by REREC if any changes to the GCC provisions are deemed necessary. Whenever there is a conflict between the GCC and SCC, the provisions of the SCC shall prevail over those in the GCC.

No.	GCC Clause	Particulars of SCC
1.	7.16.1 Payment	<i>The credit period shall be thirty (30) days from satisfactory</i>
	Terms of Payment	<i>In addition to the provisions under Clause 33, the Terms of Payment shall be made as follows: 40% within 60 days of delivery and inspection of all equipment to Site; 50% on Successful Installation and Commissioning; 10% after the defect liability period.</i>
	7.16.2	<i>Payment shall primarily be through REREC’s cheque or Real Time Gross Settlement (RTGS) or telegraphic transfer. Where applicable, a copy of a valid Performance Security, stamped, certified as authentic by REREC, shall form part of the documents to be presented to REREC before any payment is made. The terms shall be strictly on Delivered and Duty Paid (DDP) basis.</i>
	7.16.3 and 7.16.4	<i>Suppliers who request LC shall be issued with letter of credit subject to the requirements in 7.16.3 and 7.16.4 of the GCC</i>
2.	7.24.2 Warranty Period of Period	<i>This warranty will remain valid for One (1) after the goods, or any portion thereof as the case may be, have been delivered to the final destination indicated in the contract,</i>

SECTION IX –Standard Forms to be Filled, Stamped and Signed

LETTER OF APPLICATION

RFX No.

Date:

Rural Electrification and Renewable Energy Corporation,
Kawi House, South C,
P.O. Box 34585 – 00100,
Nairobi, Kenya

Ladies and Gentlemen,

1. Having read, examined and understood all of the tender information provided in the tender document, the receipt of which is hereby duly acknowledged, we, the undersigned Candidate, hereby apply for a tender for.....
..... (*RFX Description in full*)
2. We agree to abide by this Tender including all the terms for a **period of..... days (Candidate please indicate validity of your tender)** from the date fixed for tender opening as per the tender Document, it shall remain binding upon us and may be accepted at any time before the expiration of that period.
3. *We declare that we have read and understood requirements of **Clause 3.21 and 3.22 of the instruction to Tenderers on Creation, Submission, modifications and withdrawal of Bids, and shall abide by this requirement and any deviation from this section shall lead to disqualification and REREC is not to blame***
4. This application, together with your written appointment thereof, shall not constitute a contract between us nor commit REREC to any actual tender or amount of contract.
5. We understand that you are not bound to accept any application you may receive.
6. We declare that the statements made and the information provided in our prequalification tender document are complete, true, and correct in every detail.

Yours sincerely,

Name of Candidate _____

Name and Capacity of authorized person signing the Application _____

Signature of authorized person signing the Tender _____

Stamp or Seal of Candidate

NOTES:-

REREC requires a validity period of at least One Twenty (120) days.

Tender Form

Tender No.

Date:

To: **Rural Electrification and Renewable Energy Corporation**

Ground Floor: Kawi House, South C; Off RedCross Road, Behind Boma Hotel

P.O. 34585 – 00100

NAIROBI, KENYA

Ladies and Gentlemen,

1. Having read, examined and understood the Tender Document including all Addenda, the receipt of which is hereby duly acknowledged, we, the undersigned Tenderer, offer to supply and deliver,.....
..... (*insert goods description*) in accordance and conformity with the said tender document and in particular the Schedule of Prices that are made part of this Tender.
2. We undertake, if our Tender is accepted, to deliver, install and commission the goods in accordance with the delivery schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the performance security of a licensed commercial bank in Kenya in a sum equivalent to ten percent (10%) of the contract price for the due performance of the contract, in the form(s) prescribed by REREC.
- 4.* We agree to abide by this Tender for a **period of.....days (Tenderer please indicate validity of your tender)** from the date fixed for tender opening as per the Tender Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. This Tender, together with your written acceptance thereof and your notification of award, shall not constitute a contract, between us. The contract shall be formed between us when both parties duly sign the written contract.
6. We understand that you are not bound to accept any Tender you may receive.

Yours sincerely,

Name of Tenderer

Signature of duly authorized person signing the Tender

Name and Capacity of duly authorized person signing the Tender

Stamp or Seal of Tenderer

NOTES:

1. REREC requires a validity period of at least One hundred twenty (120) days.
2. This form must be duly signed, stamped and/or sealed.

Confidential Business Questionnaire Form

All Tenderers are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or 2 (c) whichever applies to your type of business. Tenderers are advised that it is a serious offence to give false information on this form.

Part 1 – General

Business Name.....

Location of business premises.....Plot No.

Street/ RoadPostal Address

Postal Code Tel No.....

Facsimile.....Mobile and CDMA No.....

E-mail:Nature of your business

Registration Certificate No.....

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

Name of your BankersBranch.....

*Names of Tenderer’s contact person(s)

Designation/ capacity of the Tenderer’s contact person(s)

Address, Tel, Fax and E-mail of the Tenderer’s contact person(s)

.....
.....

Part 2 (a) Sole Proprietor

Your name in full

NationalityCountry of origin

Part (b) Partnerships

Give details of partners as follows: -

Names	Nationality	Shares (%)
1.....		
2.....		
3.....		
4.....		

Part 2 (c) Registered Company

Private or Public

State the nominal and issued capital of company-

*Nominal in KShs.

*Total Issued KShs.

Give details of all directors as follows

Name	Nationality	Shares (%)
1.....		
2.....		
3.....		
4.....		

Name of duly authorized person to sign for and on behalf of the Tenderer
.....

Capacity of the duly authorized person.....

Signature of the duly authorized person.....

***NOTES TO THE TENDERERS ON THE QUESTIONNAIRE**

- 1. The address and contact person of the Tenderer provided above shall at all times be used for purposes of this tender.*
- 2. The details on this Form are essential and compulsory for all Tenderers. **Failure to provide all the information requested shall lead to the Tenderer's disqualification.***
- 3. For foreign Tenderers please give the details of nominal and issued share capital in the currency of the country of origin of the Tenderer.*

Declaration Form

Date _____

To: **Rural Electrification and Renewable Energy Corporation**

Ground Floor: Kawi House, South C

P.O. 34585 – 00100

NAIROBI,

KENYA

Ladies and Gentlemen,

The Tenderer i.e. (full name _____)

Complete physical and postal address _____

_____ declare the following: -

- a) That I/ We have not been debarred from participating in public procurement by anybody, institution or person.
- b) That I/ We have not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement anywhere.
- c) That I/We or any director of the firm or company is not a person within the meaning of paragraph 3.2 of ITT (Eligible Tenderers) of the Instruction to Bidders.

Yours sincerely,

Name of Tenderer

Signature of duly authorized person signing the Tender

Name and Capacity of duly authorized person signing the Tender

Stamp or Seal of Tenderer

Tender Security Form – (Bank Guarantee)
(To Be Submitted On Bank’s Letterhead)

Date:

To: Rural Electrification and Renewable Energy Corporation

Ground Floor: Kawi House, South C; Off RedCross Road, Behind Boma Hotel
P.O. 34585 – 00100
NAIROBI,
KENYA

WHEREAS (*name of the Tenderer*) (*hereinafter called “the Tenderer”*) has submitted its Tender dated for the supply, installation and commissioning of..... (*please insert REREC tender no. and name*) (*hereinafter called “the Tender”*);

KNOW ALL PEOPLE by these presents that **WE**.....ofhaving our registered office at.....(*hereinafter called “the Bank”*), are bound unto The REREC (*hereinafter called “REREC” which expression shall where the context so admits include its successors-in-title and assigns*) in the sum of for which payment well and truly to be made to the said REREC, the Bank binds itself, its successors, and assignees by these presents.

We undertake to pay you, upon your first written demand declaring the Tenderer to be in breach of the tender requirements and without cavil or argument, the entire sum of this guarantee being (*amount of guarantee*) as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This 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 date below.

This guarantee is valid until theday of.....20.....

EITHER

SEALED with the **COMMON SEAL**)

of the said **BANK**)

_____)

thisday of20.....)

in the presence of :-)

)

)

and in the presence of:-)

)

OR

SIGNED by the **DULY AUTHORISED**

REPRESENTATIVE(S)/ ATTORNEY(S) of the BANK

Name(s) and Capacity(ies) of duly authorized representative(s)/ attorney(s) of the Bank

Signature(s) of the duly authorised person(s)

NOTES TO TENDERERS AND BANKS

1. *Please note that no material additions, deletions or alterations regarding the contents of this Form shall be made to the Tender Security to be furnished by the Tenderer. If any are made, the Tender Security shall not be accepted and shall be rejected by REREC. For the avoidance of doubt, such rejection will be treated as non-submission of the Tender Security where such Security is required in the tender.*
2. *It is the responsibility of the Tenderer to sensitize its issuing bank on the need to respond directly and expeditiously to queries from REREC. The period for response shall not exceed five (5) days from the date of REREC's query. Should there be no conclusive response by the Bank within this period, such Tenderer's Tender Security shall be deemed as invalid and the bid rejected.*
3. *The Tender validity period is one hundred and twenty (120) days as set out in the Invitation to Tender (at Section I of the Tender document) or as otherwise may be extended by REREC. Therefore the Tender Security must at all times be valid for at least 30 days beyond the tender validity period.*

Tender Security – (Letters Of Credit)

The Mandatory Conditions to be included in the Letters are in two parts, A and B.

Part A

Form of Documentary credit - “Irrevocable Standby”

Applicable rules - “Must be UCP Latest Version” i.e. UCP 600 (2007 REVISION) ICC Publication No. 600.

Place of expiry - At the counters of the advising bank.

The SBLC should be available – “By Payment”

Drafts should be payable at - “SIGHT”

Documents required -

1. Beneficiary’s signed and dated statement demanding for payment under the letter of credit no..... (*Insert LC No.*) as(*Name of applicant*) (hereinafter called the “Tenderer”) indicating that the “Tenderer” has defaulted in the obligations of the Tenderer as stated by the Beneficiary.
2. The Original Letter of Credit and all amendments, if any.

Additional Conditions -

1. All charges levied by any bank that is party to this documentary credit are for the account of the applicant.
2. There should be no conditions requiring compliance with the specific regulations or a particular country’s Law and regulations.

Charges - All bank charges are for the account of the applicant.

*Confirmation instructions – (See notes below)

Part B

The proceeds of these Letters are payable to REREC -

- a) if the Tenderer withdraws its Tender after the deadline for submitting Tenders but before the expiry of the period during which the Tenders must remain valid.
- b) if the Tenderer rejects a correction of an arithmetic error
- c) if the Tenderer fails to enter into a written contract in accordance with the Tender Document
- d) if the successful Tenderer fails to furnish the performance security in accordance with the Tender Document.
- e) if the Tenderer fails to extend the validity of the tender security where REREC has extended the tender validity period in accordance with the Tender Document.

NOTES TO TENDERERS AND BANKS.

1. *Please note that should the Tender Security (LC) omit any of the above conditions the LC shall not be accepted and shall be rejected by REREC. For the avoidance of doubt, such rejection will be treated as non-submission of the LC where such LC is required in the Tender.*
2. *It is the responsibility of the Tenderer to sensitize its issuing bank on the need to respond directly and expeditiously to any queries from REREC. The period for response shall not exceed five (5) days from the date of REREC's query. Should there be no conclusive response by the Bank within this period, such Tenderer's Tender Security shall be deemed as invalid and the bid rejected.*
3. *The Tender validity period is One hundred and twenty (120) days as set out in the Invitation to Tender (at Section I of the Tender document) or as otherwise may be extended by REREC. Therefore the Tender Security must at all times be valid for at least 30 days beyond the tender validity period.*
4. *All Guarantees issued by foreign banks must be confirmed by a local bank in Kenya.*

Manufacturer's Authorization Form

(To Be Submitted On Manufacturer's Letterhead)

To:

Rural Electrification and Renewable Energy Corporation,
Ground Floor: Kawi House, South C; Off Red Cross Road, Behind Boma Hotel
P.O. 34585 – 00100
NAIROBI,
KENYA

WHEREAS WE (*Name of the manufacturer*) who are established and reputable manufacturers of (*name and description of the goods*) having factories at (*full address and physical location of factory(ies) where goods to be supplied are manufactured*) do hereby confirm that (*name and address of Supplier*) is authorized by us to transact in the goods required against your RFX No. for (*Insert RFX number and Description*) in respect of the above goods manufactured by us.

WE HEREBY extend our full guarantee and warranty as per the Conditions of Contract for the goods offered for supply by the above firm against the Invitation to Tender.

DATED THIS..... DAY OF..... 20.....

Signature of duly authorized person for and on behalf of the Manufacturer.

Name and Capacity of duly authorized person signing on behalf of the Manufacturer

NOTES TO TENDERERS AND MANUFACTURERS

- Only a competent person in the service of the Manufacturer should sign this letter of authority.*
- Manufacturers Shall seal the manufacturer's authorization*

MANUFACTURER'S WARRANTY FORM
To Be Submitted On Manufacturer's Letterhead)

To:

Rural Electrification and Renewable Energy Corporation

Ground Floor: Kawi House, South C; Off RedCross Road, Behind Boma Hotel

P.O. 34585 – 00100

NAIROBI,

KENYA

RE: MANUFACTURER'S WARRANTY FOR GOODS REQUIRED UNDER TENDER NO
..... TO BE SUPPLIED BY*(indicate name of*
the bidder you have authorized)

WE HEREBY WARRANT THAT:

- a) The goods to be supplied under the contract are new, unused, of the most recent or current specification and incorporate all recent improvements in design and materials unless provided otherwise in the Tender.
- b) The goods in the Tenderer's bid have no defect arising from manufacture, materials or workmanship or from any act or omission of the Tenderer that may develop under normal use of the goods under the conditions obtaining in Kenya.

The Warranty will remain valid for one (1) year after the goods, or any portion thereof as the case may be, have been delivered to the final destination indicated in the contract.

DATED THIS..... DAY OF20.....

Signature of duly authorized person for and on behalf of the Manufacturer.

Name and Capacity of duly authorized person signing on behalf of the Manufacturer

NOTES TO TENDERERS AND MANUFACTURERS

- 1. Only a competent person in the service of the Manufacturer should sign this letter of authority.
- 2. Provide full contact details including physical address, e-mail, telephone numbers and the website on the Warranty.

MANUFACTURER'S CONTACT DETAILS FORM
(To Be Submitted On Manufacturer's Letterhead)

To:

Rural Electrification and Renewable Energy Corporation

Ground Floor: Kawi House, South C

P.O. 34585 – 00100

NAIROBI,

KENYA

Manufacturer Details:

Company _____ Legal _____ Name _____

Company Trading _____ Name _____

(Write the names in full)

Manufacturer Contacts:

Telephone No. _____ Postal _____ Address _____

Email _____ Website _____

Physical address _____

Main Contact:

Full Name _____ Email _____

Position _____

Telephone _____ cellular _____

Describe your field of specialization. _____

Signed (Authorized Signatory) _____ **Name:** _____

Stamp/Seal here

SECTION X – STANDARD FORMS TEMPLATES NOT TO BE FILLED

Draft Letter of Notification of Award

To: *(Name and full address of the Successful Tenderer)*..... **Date:**

Dear Sirs/ Madams,

RE: NOTIFICATION OF AWARD OF TENDER NO.

We refer to your Tender dated..... and are pleased to inform you that following evaluation, your Tender has been accepted as follows: -

.....
.....

This notification does not constitute a contract. The formal Contract Agreement, which is enclosed herewith shall be entered into upon expiry of fourteen (14) days from the date hereof but not later than thirty (30) days after expiry of tender validity pursuant to the provisions of the Public Procurement and Disposal of Assets Act, 2015 *(or as may be amended from time to time or replaced)*.

Kindly sign, and seal the Contract Agreement. Further, initial and stamp on all pages of the documents forming the Contract that are forwarded to you with this letter. Thereafter return the signed and sealed Contract together with the documents to us within fourteen (14) days of the date hereof for our further action.

We take this opportunity to remind you to again note and strictly comply with the provisions as regards the Tender Security, Signing of Contract and Performance Security as stated in the Instructions to Tenderers.

We look forward to a cordial and mutually beneficial business relationship.

Yours faithfully,

Chief Executive Officer

RURAL ELECTRIFICATION AND RENEWABLE ENERGY CORPORATION

Enclosures

Draft Letter of Notification of Regret

To: *(Name and full address of the Unsuccessful Tenderer)*.....

Date:

Dear Sirs/ Madams,

RE: NOTIFICATION OF REGRET IN RESPECT OF TENDER NO.

We refer to your Tender dated..... and regret to inform you that following evaluation, your Tender is unsuccessful. It is therefore not accepted. The brief reasons are as follows:-

1.
2.
3. etc...

The successful bidder was_____.

However, this notification does not reduce the validity period of your Tender Security. In this regard, we request you to relook at the provisions regarding the Tender Security, Signing of Contract and Performance Security as stated in the Instructions to Tenderers.

You may collect the tender security from our *Procurement Department, on the Ground Floor: Kawi House, South C, and Nairobi* only after expiry of twenty five (25) days from the date hereof. It is expected that by that time REREC and the successful bidder will have entered into a contract pursuant to the Public Procurement and Disposal of Assets Act, 2015 *(or as may be amended from time to time or replaced)*. When collecting the Security, you will be required to produce the original of this letter.

We thank you for the interest shown in participating in this tender and wish you well in all your future endeavors.

Yours faithfully,

Chief Executive Officer

RURAL ELECTRIFICATION AND RENEWABLE ENERGY CORPORATION

Contract Agreement Form

This Agreement, (hereinafter called “the Contract”) is entered into this ----- day of -----
-----2015 between the RURAL ELECTRIFICATION AND RENEWABLE
ENERGY CORPORATION a state corporation established under Section 66 of the Energy Act, having its
registered offices at the Kawi House, Ground Floor, Kawi House P. O. Box 34585 – 00100 Nairobi
(hereinafter referred to as “the procuring entity” of one part

AND

..... *(Supplier’s full name and principal place of
business)* a duly registered entity according to the laws of..... *(State country)* and of Post Office
Box Number.....*(full address of Supplier)* in the Republic aforesaid, *(hereinafter
referred to as the “Supplier”)* of the other part;

WHEREAS REREC invited tenders for certain goods, that is to say for *(REREC
insert description of goods)* under Tender Number..... *(REREC insert tender number)*

AND WHEREAS REREC has accepted the Tender by the Supplier for the goods in the sum of
.....*(REREC specify the total amount in words which should include any payable
taxes, duties and insurance where applicable e.g. Value Added Tax)* *(hereinafter called “the
Contract Price”)*.

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 and the Tender Document.
2. Unless the context or express provision otherwise requires: -
 - a) Reference to “this Agreement” includes its recitals, any schedules and documents mentioned hereunder and any reference to this Agreement or to any other document includes a reference to the other document as varied supplemented and or replaced in any manner from time to time.
 - b) Any reference to any Act shall include any statutory extension, amendment, modification, re-amendment or replacement of such Act and any rule, regulation or order made there-under.
 - c) Words importing the masculine gender only, include the feminine gender or (as the case may be) the neutral gender.
 - d) Words importing the singular number only include the plural number and vice-versa and where there are two or more persons included in the expression the “Supplier” the covenants, agreements obligations expressed to be made or performed by the Supplier shall be deemed to be made or performed by such persons jointly and severally.
 - e) Where there are two or more persons included in the expression the “Supplier” any act default or omission by the Supplier shall be deemed to be an act default or omission by any one or more of such persons.
3. In consideration of the payment to be made by REREC to the Supplier as hereinafter mentioned, the Supplier hereby covenants with REREC to supply the goods and remedy any defects thereon in conformity in all respects with the provisions of the Contract.
4. REREC hereby covenants to pay the Supplier in consideration of the proper supply of the goods 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.

5. The following documents shall constitute the Contract between REREC and the Supplier and each shall be read and construed as an integral part of the Contract: -
 - a) This Contract Agreement
 - b) The Special Conditions of Contract as per the Tender Document
 - c) The General Conditions of Contract as per the Tender Document
 - d) The Price Schedules submitted by the Supplier and agreed upon with REREC
 - e) The Technical Specifications as per REREC's Tender Document
 - f) The Schedule of Requirements
 - g) REREC's Notification of Award & Suppliers Acceptance Letter
 - h) The Tender Form signed by the Supplier
 - i) The Declaration Form signed by the Supplier/ successful Tenderer
6. In the event of any ambiguity or conflict between the contract documents listed above, the order of precedence shall be the order in which the contract documents are listed in 5 above except where otherwise mutually agreed in writing.
7. The Commencement Date shall be the working day immediately following the fulfillment of all the following: -
 - a) Execution of this Contract Agreement by REREC and the Supplier.
 - b) Issuance of the Performance Bond by the Supplier and confirmation of its authenticity by REREC.
 - c) Issuance of the Official Order by REREC to the Supplier.
 - d) Where applicable, Opening of the Letter of Credit by REREC.
8. The period of contract validity shall begin from the Commencement date and end on -
 - a) sixty (60) days after the last date of the agreed delivery schedule, or,
 - b) where a Letter of Credit is adopted as a method of payment, sixty (60) days after the expiry date of the Letter of Credit or the expiry date of the last of any such opened Letter of Credit whichever is later.

Provided that the expiry period of the Warranty shall be as prescribed and further provided that the Warranty shall survive the expiry of the contract.

9. It shall be the responsibility of the Supplier to ensure that its Performance Security is valid at all times during the period of contract validity and further is in the full amount as contracted.
10. Any amendment, change, addition, deletion or variation howsoever to this Contract shall only be valid and effective where expressed in writing and signed by both parties.
11. No failure or delay to exercise any power, right or remedy by REREC shall operate as a waiver of that right, power or remedy and no single or partial exercise of any other right, power or remedy shall operate as a complete waiver of that other right, power or remedy.
12. Notwithstanding proper completion of delivery or parts thereof, all the provisions of this Contract shall continue in full force and effect to the extent that any of them remain to be implemented or performed unless otherwise expressly agreed upon by both parties.

13. Any notice required to be given in writing to any Party herein shall be deemed to have been sufficiently served, if where delivered personally, one day after such delivery; notices by electronic mail and facsimile shall be deemed to be served one day after the date of such transmission and delivery respectively (*and proof of service shall be by way of confirmation report of such transmission and or delivery*), notices sent by post shall be deemed served seven (7) days after posting by registered post (*and proof of posting shall be proof of service*), notices sent by courier shall be deemed served two (2) days after such receipt by the courier service for Local (Kenyan) Suppliers and five (5) days for Foreign Suppliers.
14. For the purposes of Notices, the address of REREC shall be Authority Secretary, The Rural Electrification and Renewable Energy Corporation, Ground Floor: Kawi House, South C, Post Office Box Number 34585–00100, Nairobi, Kenya,. The address for the Supplier shall be the Supplier’s address as stated by it in the Confidential Business Questionnaire provided in the Tender Document.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Kenya the day and year first above written.

**SIGNED FOR AND ON BEHALF OF THE RURAL ELECTRIFICATION AND RENEWABLE ENERGY CORPORATION
CHIEF EXECUTIVE OFFICER
SIGNATURE: _____**

**In the presence of:
AUTHORITY SECRETARY
SIGNATURE: _____ SIGNED
FOR AND ON BEHALF OF THE SUPPLIER**

**NAME OF SUPPLIER.....
NAME OF PERSON SIGNING.....
DESIGNATION:.....
SIGNATURE:**

**IN THE PRESENCE OF:
NAME OF SUPPLIER.....
NAME OF PERSON SIGNING.....
DESIGNATION:.....
SIGNATURE:**

1. *Please note that the alternative is applicable IF AND ONLY IF the Supplier is not a registered company but has tendered, and, is trading as a sole proprietor or a partnership as provided in the Confidential Business Questionnaire or is registered as a business name.*
2. *in all other cases, the Supplier is required to execute the contract as first provided.*

Performance Security Form (Bank Guarantee)

(To Be Submitted On Bank’s Letterhead)

Date:

To:

Rural Electrification and Renewable Energy Corporation

Ground Floor: Kawi House, South C; Off Red Cross Road, Behind Boma Hotel

P.O. 34585 – 00100

NAIROBI,

KENYA

WHEREAS.....(hereinafter called “the Supplier”) has undertaken, in pursuance of your Tender Number.....(*reference number of the Tender*) and its Tender dated(*insert Supplier’s date of Tender taken from the Tender Form*) to supply(*description of the goods*) (hereinafter called “the Contract);

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by an acceptable bank for the sum specified therein as security for compliance of the Supplier’s performance obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Supplier a guarantee;

THEREFORE WE HEREBY AFFIRM that we are Guarantors and responsible to you, on behalf of the Supplier, 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 Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of

..... (*amount of guarantee*) as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....20....

EITHER

SEALED with the **COMMON SEAL**)
of the said **BANK**)
thisday of20....)

BANK SEAL

in the presence of :-)
_____)

and in the presence of:-)
_____)

OR

SIGNED by the **DULY AUTHORISED REPRESENTATIVE(S)/ ATTORNEY(S)** of The **BANK**

Name(s) and Capacity(ies) of duly authorized representative(s)/ attorney(s) of the Bank

Signature(s) of the duly authorized person(s)

NOTES TO SUPPLIERS AND BANKS

1. *Please note that no material additions, deletions or alterations regarding the contents of this Form shall be made to the Performance Security Bond (the Bond) to be furnished by the successful Tenderer/ Supplier. If any are made, the Bond may not be accepted and shall be rejected by REREC. For the avoidance of doubt, such rejection will be treated as non-submission of the Bond where such Bond is required in the tender and Contract.*

2. *REREC shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the Supplier to sensitize its issuing bank on the need to respond directly and expeditiously to queries from REREC. The period for response shall not exceed five (5) days from the date of REREC's query. Should there be no conclusive response by the Bank within this period, such Supplier's Performance Security may be deemed as invalid and the Contract nullified.*

Performance Security (LC)

Mandatory Conditions that should appear on the Performance Security (LC).

Form of Documentary credit - “Irrevocable Standby”

Applicable rules - “Must be UCP Latest Version” i.e. UCP 600 (2007 REVISION) ICC Publication No. 600.

Place of expiry - At the counters of the advising bank. **The**

SBLC should be available – “By Payment” **Drafts should**

be payable at - “SIGHT” **Documents required** –

1. Beneficiary’s signed and dated statement demanding for payment under the letter of credit no..... *(Insert LC No.)* as.....*(Name of Applicant)* (hereinafter called the “Supplier”) indicating that the “Supplier” has defaulted in the performance and adherence to and performance of the contract between the Beneficiary and the Supplier.
2. The Original Letter of Credit and all amendments, if any.

Additional Conditions -

1. All charges levied by any bank that is party to this documentary credit are for the account of the Applicant.
2. (Include) that there should be no conditions requiring compliance with the specific regulations or a particular country’s laws and regulations.

Charges - All bank charges are for the account of the Applicant.

Confirmation instructions – (See notes below) **NOTES TO**

SUPPLIERS AND BANKS

1. *Please note that should the Performance Security (LC) omit any of the above conditions the LC shall not be accepted and shall be rejected by REREC. For the avoidance of doubt, such rejection will be treated as non-submission of the LC where such LC is required in the tender and Contract.*
2. *REREC may seek authentication of the Performance Security (LC) from the issuing bank. It is the responsibility of the Supplier to sensitize its issuing bank on the need to respond directly and expeditiously to queries from REREC. The period for response shall not exceed five (5) days from the date of REREC’s query. Should there be no conclusive response by the Bank within this period, such Supplier’s Performance Security (LC) may be deemed as invalid and the Contract nullified.*
3. *All Guarantees issued by foreign banks must be confirmed by a local bank in Kenya.*

Performance Security Form (Sacco Society, Deposit Taking Micro Finance Institutions & Youth Enterprise Fund)

(To Be Submitted On Institutions Letterhead)

Date:

To: Rural Electrification and Renewable Energy Corporation

Ground Floor: Kawi House, South C; Off RedCross Road, Behind Boma Hotel

P.O. 34585 – 00100

NAIROBI, KENYA

WHEREAS.....(hereinafter called “the Supplier”) has undertaken, in pursuance of your Tender Number.....(*reference number of the Tender*) and its Tender dated(*insert Supplier’s date of Tender taken from the Tender Form*) to supply(*description of the goods*) (hereinafter called “the Contract);

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Institution’s guarantee by an acceptable Institution for the sum specified therein as security for compliance of the Supplier’s performance obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Supplier a guarantee;

THEREFORE, WE HEREBY AFFIRM that we are Guarantors and responsible to you, on behalf of the Supplier, 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 Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of

(*amount of guarantee*) as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....20....

EITHER

SEALED with the)

COMMON SEAL)

of the said **INSTITUTION**)

thisday) _____

)

INSTITUTION SEAL

of20....)

in the presence of :-)

_____)

and in the presence of:-)

_____)

OR

SIGNED by the **DULY AUTHORISED**
REPRESENTATIVE(S)/ ATTORNEY(S) of
the **INSTITUTION**

Name(s) and Capacity(ies) of duly authorised representative(s)/ attorney(s) of the **Institution**.

Signature(s) of the duly authorised person(s)

NOTES TO SUPPLIERS AND INSTITUTIONS

- 1. Please note that no material additions, deletions or alterations regarding the contents of this Form shall be made to the Performance Security Bond (the Bond) to be furnished by the successful Tenderer/ Supplier. If any are made, the Bond may not be accepted and shall be rejected by REREC. For the avoidance of doubt, such rejection will be treated as non-submission of the Bond where such Bond is required in the tender and Contract.*
- 2. REREC shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the Supplier to sensitize its issuing bank on the need to respond directly and expeditiously to queries from REREC. The period for response shall not exceed five (5) days from the date of REREC's query. Should there be no conclusive response by the Institution within this period, such Supplier's Performance Security may be deemed as invalid and the Contract nullified.*