



RFX NO. 1000000657

**IMPLEMENTATION, INSTALLATION,
CONFIGURATION, DATA MIGRATION,
INTEGRATION, TESTING, COMMISSIONING,
TRAINING, MAINTENANCE, SUPPORT
SERVICES FOR SAP MODULES**

August, 2021

Procurement of tender Documents for Procurement of Non- Consulting Services

Kawi House – South C,
P.O. Box 34585, 00100
Nairobi, Kenya
TEL NO. +254-20-4953600/4953000
FAX NO. +254-20-2710944

All tenderers are advised to read carefully this tender document in its entirety before making any bid

Table of Content

INVITATION TO TENDER.....	4
SECTION I -INSTRUCTIONS TO TENDERERS.....	6
SECTION II - TENDER DATA SHEET (TDS).....	23
LOT I Evaluation Criteria.....	25
Mandatory Requirements	25
Specific experience of the bidder as it relates to the assignment: (Evidence to be provided for each requirement)	25
LOT II – SAP Concur - Evaluation Criteria.....	25
Mandatory Requirements	25
Specific experience of the bidder as it relates to the assignment: (Evidence to be provided for each requirement)	25
SECTION III – EVALUATION AND QUALIFICATION CRITERIA	29
PART I PRELIMINARY EVALUATION.....	29
PART II: TECHNICAL EVALUATION.....	30
LOT I Evaluation Criteria.....	30
Mandatory Requirements.....	30
Summary of Technical Tender Evaluation Criteria	31
Mandatory Requirements	31
Summary of Technical Tender Evaluation Criteria	32
Mandatory requirements	33
SECTION IV - TENDERING FORMS	36
i) TENDERER'S ELIGIBILITY - CONFIDENTIAL BUSINESS QUESTIONNAIRE	39
ii) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION.....	30
iii) SELF-DECLARATION FORMS	31
SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015	31
DECLARATION AND COMMITMENT TO THE CODE OF ETHICS.....	33
2. TENDERER INFORMATION FORM.....	36
OTHER FORMS	37
TENDER-SECURING DECLARATION FORM.....	40
QUALIFICATION FORMS.....	41
7. FORM EQU: EQUIPMENT	42
DECLARATION.....	45
TENDERERS QUALIFICATION WITHOUT PRE-QUALIFICATION	46
11. FORM ELI -1.2.....	47
12. FORM CON –2.....	48
15. FORM FIN–3.3:.....	52
16. FORMFIN–3.4:.....	53
No.....	53
Name of Contract.....	53
Procuring Entity's.....	53
17. FORM EXP-4.1.....	54
18. FORM EXP -4.2(a)	55
19. FORMEXP-4.2(b).....	56
SCHEDULE FORMS.....	58
1. The Priced Services Schedule	59
DETAILED PRICE SCHEDULE (ITEMISED)	59
PRICE SCHEDULE SUMMARY.....	59
6 FORM OF TENDER-SECURING DECLARATION	69
SECTION V - ACTIVITY SCHEDULE	71
PERFORMANCE SPECIFICATIONS.....	72
LOT I: PROJECT IMPLEMENTATION – ADDITIONAL SCOPE.....	72
1. Scope of Work – Part 1	72
1.1 MDG-S	72
1.2 Supplier Purchase Order Collaboration.....	72
1.3 Extended/Advanced Warehouse Management.....	72
1.4 Payroll Enhancements	72

1.5	Extended Content Management – Open Text	72
1.6	Identity Access Governance, Identity Management system integration, SSO and SNC	72
1.7	Adobe Document Services	73
2.	Scope of Work – Part 2	73
LOT II: PROJECT IMPLEMENTATION - CONCUR.....		74
DELIVERABLES FOR LOT I AND LOT II		75
LOT III: SAP LICENSES AND SUBSCRIPTION.....		81
ANNEXURE A –FUNCTIONAL AND TECHNICAL REQUIREMENTS.....		82
LOT I 82		
1.	Supplier Master Data Governance – Supplier Master Data	82
2.	Supplier Purchase Order Collaboration.....	82
3.	SAP Extended / Advanced Warehouse Management	83
4.	Payroll Enhancements	84
5.	Extended Content Management - Open Text	84
6.	Identity Access Governance, Identity Management System Integration, SSO and SNC.....	84
7.	Adobe Document Services	85
LOT II.....		
1.	Delegation Configuration	85
2.	Travel Management Requirements	85
3.	Expense Management Requirements	86
4.	Cash Advance Request.....	87
5.	Security of Data.....	89
6.	Employee Forms & Fields (HR Master Data).....	89
7.	Custom Audit Rules	89
8.	Email Reminders and Email Notifications	89
9.	Exchange Rate Integration	89
10.	Car Configuration.....	89
11.	Reporting.....	89
12.	User Interface and Mobility	90
13.	SAP Concur Implementation Landscape	90
14.	CONCUR SYSTEM INTEGRATION SCENARIOS	90
15.	Business Integration Scenarios	90
16.	Single-Sign On	91
17.	TRAINING	91
18.	DATA MIGRATION	91
SECTION VI - GENERAL CONDITIONS OF CONTRACT		93
B. SPECIAL CONDITIONS OF CONTRACT.....		105
1.	User requirement gathering	106
2.	Blue Printing.....	106
3.	User Acceptance Testing	106
4.	Go-Live.....	106
5.	Post Go-Live.....	106
6.	Closure of open issues if any	106
C. APPENDICES.....		107
PAYMENT SCHEDULE FOR LOT I AND II.....		107
FORM No. 2 - PERFORMANCE SECURITY OPTION 2 – (Performance Bond)		109
FORM NO. 3 - ADVANCE PAYMENT SECURITY [Demand Bank Guarantee].....		111
FORM NO. 4 BENEFICIAL OWNERSHIP DISCLOSURE FORM.....		112

INVITATION TO TENDER

PROCURING ENTITY: *The Rural Electrification and Renewable Energy Corporation*

CONTRACT NUMBER, NAME AND DESCRIPTION: **RFX No. 1000000657;** Implementation, installation, configuration, data migration, integration, testing, training, commissioning, maintenance, support services for Sap Modules - Master Data Governance (MDG), Supplier Purchase Order Collaboration, Concur, Human Capital Management (HCM) – Payroll Enhancements, Extended/Advanced Warehouse Management (EWM), Extended Content Management (ECM) by Open Text, Identity Access Governance (IAG), Identity Management System Integration, SSO, SNC, Adobe Document Services and Supply of Sap Licenses and Subscriptions

1. Tendering will be conducted under *Restricted Tendering* using a standardized tender document. Tendering is open to all qualified and interested Tenderers.

“Tenderers will be allowed to tender for one or more lots”.

Tendering is open to all local firms that are licensed by SAP to carry out implementations.

2. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours 8.00am-12.45pm to 1.45pm-4.00pm Monday to Friday. at the address given below. More details on the Services are provided in PART 2 - Services' Requirements, Section V - Description of Services of the Tender Document.
3. A complete set of tender documents may be obtained by interested tenders free of charge. Tender documents may be obtained electronically from the Website www.rerec.co.ke.
4. Tender documents may be viewed and downloaded for free from the website www.rerec.co.ke Tenderers who download the tender document must forward their particulars immediately to www.rerec.co.ke to facilitate any further clarification or addendum.
5. All Tenders must be accompanied by a *tender Security as a bank or insurance bond* of 2% of total amount *Vat inclusive, currency Kshs.*
6. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
7. 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.rerec.co.ke) before **31st August, 2021.**
8. Tenders will be opened electronically after closing in REREC Procurement Office at Kawi House and the results sent via mail to all bidders who will have submitted their responses.
9. The addresses referred to above are:

A. Address for obtaining further information

- (1) Rural Electrification and Renewable Energy Corporation through www.rerec.co.ke
Physical address – Block C, Kawi House, South C, Behind Boma Hotel Nairobi
P.O Box 34585 – 00100 Nairobi
E-mail address of the officer to be contacted– procurement@rerec.co.ke

B. Address for Submission of Tenders.

Rural Electrification and Renewable Energy Corporation
P.O Box 34585 – 00100 Nairobi
Physical address – Block C, Kawi House, South C, Behind Boma Hotel Nairobi

C. Address for Opening of Tenders.

Rural Electrification and Renewable Energy Corporation
P.O Box 34585 – 00100 Nairobi
Physical address – Block C, Kawi House, South C, Behind Boma Hotel Nairobi

CHIEF EXECUTIVE OFFICER

Date:.....

PART 1 - TENDERING PROCEDURES

SECTION I -INSTRUCTIONS TO TENDERERS

A. General

1. Scope of Tender

- 1.1 This tendering document is for the delivery of Non-Consulting Services, as specified in Section V, REREC's Requirements. The name, identification and number of this tender are specified in the **TDS**.

2. Throughout this tendering document:

2.1 The terms:

- a) The term “in writing” means communicated in written form (e.g., by mail, e-mail, fax, including if specified **in the TDS**, distributed or received through the electronic- procurement system used by REREC with proof of receipt;
- b) if the contexts or esquires, “singular” means “plural” and vice versa; and
- c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Rural Electrification and Renewable Energy Corporation. It excludes the Rural Electrification and Renewable Energy Corporation's official public holidays.

- 2.2 The successful Tenderer will be expected to complete the performance of the Services by the Intended Completion Date provided **in the TDS**.

3. Fraud and Corruption

- 3.1 REREC requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015 (the Act), Section 62 “Declaration not to engage in corruption”. The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.
- 3.2 REREC requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the “Certificate of Independent Tender Determination” annexed to the Form of Tender.
- 3.3 **Unfair Competitive Advantage** - Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Rural Electrification and Renewable Energy Corporation shall indicate in the **TDS** and make available to all the firms together with this tender document all Information that would in that respect gives such firm any unfair competitive advantage over competing firms.
- 3.4 Unfair Competitive Advantage-Fairness and transparency in the tender process require that the Firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. The Rural Electrification and Renewable Energy Corporation shall indicate in the **TDS** firms (if any) that provided consulting services for the contract being tendered for. The Rural Electrification and Renewable Energy Corporation shall check whether the owners or controllers of the Tenderer are same as those that provided consulting services. The Rural Electrification and Renewable Energy Corporation shall, upon request, make available to any tenderer information that would give such firm unfair competitive advantage over competing firms.

4 Eligible Tenderers

- 4.1 A Tenderer may be a firm that is a private entity, a state-owned entity or institution subject to ITT 4.6, or any combination of such entities in the form of a Joint Venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a Form of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution. Members of a joint venture may not also make an individual tender, be a sub contract or in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of JV members shall be specified in the **TDS**.
- 4.2 Public Officers, of the Rural Electrification and Renewable Energy Corporation, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse in which they have a substantial or controlling interest shall not be eligible to tender or be awarded contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 4.3 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:
- a Directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
 - b Receives or has received any direct or indirect subsidy from another Tenderer; or
 - c has the same legal representative as another Tenderer; or
 - d has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Rural Electrification and Renewable Energy Corporation regarding this Tendering process; or
 - e or any of its affiliates participated as a consultant in the preparation of Rural Electrification and Renewable Energy Corporation's Requirements (including Activities Schedules, Performance Specifications and Drawings) for the Non-Consulting Services that are the subject of the Tender; or
 - f or any of its affiliates has been hired (or is proposed to be hired) by the Rural Electrification and Renewable Energy Corporation or Rural Electrification and Renewable Energy Corporation for the Contract implementation; or
 - g would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the TDS ITT 2. 1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - h has a close business or family relationship with a professional staff of the Rural Electrification and Renewable Energy Corporation or of the project implementing agency, who:
 - i. are directly or in directly involved in the preparation of the tendering document or specifications of the contract, and/or the Tender evaluation process of such contract; or
 - ii. Would be involved in the implementation or supervision of such contract unless the conflicts teeming from such relationship has been resolved in a manner acceptable to the Rural Electrification and Renewable Energy Corporation throughout the procurement process and execution of the Contract.
- 4.4 A firm that is a Tenderer (either individually or as a JV member) shall not participate in more than one tender, except for permitted alternative Tenders. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a Tenderer or a JV member may participate as a sub-contractor in more than one Tender.
- 4.5 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4 .9.
- 4.6 A Tenderer that has been sanctioned by PPRA or are under a temporary suspension or a debarment imposed by any other entity of the Government of Kenya shall be ineligible to be pre-qualified for, initially selected for, tender for, propose for, or be awarded a contract during such period of sanctioning. The list of debarred firms and individuals is available at the PPRA Website www.ppra.go.ke
- 4.7 Tenderers that are state-owned enterprises or institutions in Kenya may be eligible to compete and be

awarded a Contract(s) only if they can establish that they: (i) are legally and financially autonomous; (ii) operate under Commercial law; and (iii) are not under supervision of the Rural Electrification and Renewable Energy Corporation.

- 4.8 Firms and individuals may be ineligible if (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council take under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person or entity in that country.
- 4.9 A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub consultants for any part of the Contract including related Services.
- 4.10 Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, subcontracts and labor) from national suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable the Rural Electrification and Renewable Energy Corporation determine if this condition is met shall be provided in for this purpose is be provided in “*SECTION III-EVALUATION AND QUALIFICATION CRITERIA, Item 9*”.
- 4.11 Pursuant to the eligibility requirements of ITT 4.10, a tender is considered a foreign tenderer, if the tenderer is not registered in Kenya or if the tenderer is registered in Kenya and has less than 51 percent ownership by Kenyan citizens. JVs are considered as foreign tenderers if the individual member firms are not registered in Kenya or if are registered in Kenya and have less than 51 percent ownership by Kenyan citizens. The JV shall not sub contract to foreign firms more than 10 percent of the contract price, excluding provisional sums.
- 4.12 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke
- 4.13 A Tenderer may be considered ineligible if he/she offers goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.
- 4.14 A Kenyan tenderer shall be eligible to tender if it provides evidence of having fulfilled his/her tax obligations by producing a valid tax compliance certificate or tax exemption certificate is sued by the Kenya Revenue Authority.

5 Qualification of the Tenderer

- 5.1 All Tenderers shall provide in Section IV, Tendering Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 5.2 In the event that pre-qualification of Tenderers has been undertaken as stated in ITT 18.3, the provisions on qualifications of the Section III, Evaluation and Qualification Criteria shall not apply.

B. Contents of Tendering Document

6 Sections of Tendering Document

- 6.1 The tendering document consists of Parts 1, 2, and 3, which include all the sections indicated below and should be read in conjunction with any Addenda issued in accordance with ITT 10.

PART 1: Tendering Procedures

- i) Section I - Instructions to Tenderers (ITT)
- ii) Section II - Tender Data Sheet (TDS)

- iii) Section III - Evaluation and Qualification Criteria
- iv) Section IV - Tendering Forms

PART 2: Rural Electrification and Renewable Energy Corporation's Requirements

- v) Section V-Rural Electrification and Renewable Energy Corporation's Requirements

PART 3: Contract

- vi) Section VI - General Conditions of Contract (GCC)
- vii) Section VII - Special Conditions of Contract (SCC)
- viii) Section VIII - Contract Forms

- 6.2 The Invitation to Tender (ITT) notice or the notice to pre-qualify Tenderers, as the case may be, issued by the Rural Electrification and Renewable Energy Corporation is not part of this tendering document.
- 6.3 Unless obtained directly from the Rural Electrification and Renewable Energy Corporation, the Rural Electrification and Renewable Energy Corporation is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Tender meeting (if any), or Addenda to the tendering document in accordance with ITT 10. In case of any contradiction, documents obtained directly from the Rural Electrification and Renewable Energy Corporation shall prevail.
- 6.4 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

1. Site Visit

- 7.1 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine and inspect the Site of the Required Services and its surroundings and obtain all information that may be necessary for preparing the Tender and entering in to a contract for the Services. The costs of visiting the Site shall be the Tenderer's own expense.

8 Pre-Tender Meeting

- 8.1 The Rural Electrification and Renewable Energy Corporation shall specify in the **TDS** if a pre-tender conference will be held, when and where. The Rural Electrification and Renewable Energy Corporation shall also specify in the **TDS** if a pre-arranged pretender site visit will be held and when. The Tenderer's designated representative is invited to attend a pre-arranged pretender visit of the site of the works. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 8.2 The Tenderer is requested to submit any questions in writing, to reach the Rural Electrification and Renewable Energy Corporation not later than the period specified in the **TDS** before the meeting.
- 8.3 Minutes of the pre-Tender meeting and the pre-arranged pre tender visit of the site of the service, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with ITT6.3. Minutes shall not identify the source of the questions asked.
- 8.4 The Rural Electrification and Renewable Energy Corporation shall also promptly publish anonymized (*no names*) Minutes of the pre-Tender meeting and the pre-arranged pretender visit of the site of the service at the web page identified **in the TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-Tender meeting shall be made by the Rural Electrification and Renewable Energy Corporation exclusively through the issue of an Addendum pursuant to ITT10 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

9 Clarification of Tender Documents

- 9.1 A Tenderer requiring any clarification of the Tender Document shall contact the Rural Electrification and Renewable Energy Corporation in writing at the Rural Electrification and Renewable Energy Corporation's address specified in the TDS or raise its enquiries during the pre-Tender meeting and the pre- arranged pretender visit of the site of the Service if provided for in accordance with ITT 8.4. The Rural Electrification and Renewable Energy Corporation will respond in writing to any request for clarification, provided that

such request is received no later than the period specified in the **TDS** prior to the deadline for submission of tenders. The Rural Electrification and Renewable Energy Corporation shall forward copies of its response to all tenderers who have acquired the Tender Documents in accordance with ITT 6.3, including a description of the inquiry but without identifying its source. If so specified in the **TDS**, the Rural Electrification and Renewable Energy Corporation shall also promptly publish its response at the webpage identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Documents, the Rural Electrification and Renewable Energy Corporation shall amend the Tender Documents appropriately following the procedure under ITT 8.4.

10 Amendment of Tender Documents

- 10.1 At any time prior to the deadline for submission of Tenders, the Rural Electrification and Renewable Energy Corporation may amend the Tendering document by issuing addenda.
- 10.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from the Rural Electrification and Renewable Energy Corporation in accordance with ITT 6.3. The Rural Electrification and Renewable Energy Corporation shall also promptly publish the addendum on the Rural Electrification and Renewable Energy Corporation's web page in accordance with ITT 8.4.
- 10.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Rural Electrification and Renewable Energy Corporation shall extend, as necessary, the deadline for submission of Tenders, in accordance with ITT 24.2 below.

C. Preparation of Tenders

11 Cost of Tendering

- 11.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Rural Electrification and Renewable Energy Corporation shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

12 Language of Tender

- 12.1 The Tender as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Rural Electrification and Renewable Energy Corporation shall be written in the English language. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English language, in which case, for purposes of interpretation of the Tender, such translation shall govern.

13 Documents Comprising the Tender

The Tender shall comprise the following:

- a **Form of Tender** prepared in accordance with ITT 14;
- b **Schedules:** priced Activity Schedule completed in accordance with ITT 14 and ITT 16;
- c **Tender Security or Tender-Securing Declaration** in accordance with ITT 21.1;
- d **Alternative Tender:** if permissible in accordance with ITT 15;
- e **Authorization:** written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 22.3;
- f **Qualifications:** documentary evidence in accordance with ITT 19 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;
- g **Tenderer's Eligibility:** documentary evidence in accordance with ITT 19 establishing the Tenderer's eligibility to Tender;
- h **Conformity:** documentary evidence in accordance with ITT 18, that the Services conform to the tendering document; and
- i Any other document required in the **TDS**.

The Tenderer shall chronologically serialize pages of all tender documents submitted.

- 13.1 In addition to the requirements under ITT 13.1, Tenders submitted by a JV shall include a copy of the Joint

Venture Agreement entered into by all members. Alternatively, a Form of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed Agreement.

- 13.3 The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

14 Form of Tender and Activity Schedule

- 14.1 The Form of Tender and priced Activity Schedule shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 22.3. All blank spaces shall be filled in with the information requested.
- 14.2 The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

15 Alternative Tenders

- 15.1 Unless otherwise indicated **in the TDS**, alternative Tenders shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the Best Evaluated Tender shall be considered by the Rural Electrification and Renewable Energy Corporation.
- 15.2 When alternative times for completion are explicitly invited, a statement to that effect will be included **in the TDS** and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.
- 15.3 When specified **in the TDS**, Tenderers are reemitted to submit alternative technical solutions for specified parts of the Services, and such parts will be identified **in the TDS**, as will the method for their evaluating, and described in Section VII, Rural Electrification and Renewable Energy Corporation's Requirements.

16. Tender Prices and Discounts

- 16.1 The prices and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Activity Schedule (s) shall conform to the requirements specified below.
- 16.2 All lots (contracts) and items must be listed and priced separately in the Activity Schedule(s).
- 16.3 The Contract shall be for the Services, as described in Appendix A to the Contract and in the Specifications (or Terms of Reference), based on the priced Activity Schedule, submitted by the Tenderer.
- 16.4 The Tenderer shall quote any discounts and indicate the methodology for their application in the Form of Tender in accordance with ITT 16.1.
- 16.5 The Tenderer shall fill in rates and prices for all items of the Services described in the in Specifications (or Terms of Reference), and listed in the Activity Schedule in Section VII, Rural Electrification and Renewable Energy Corporation's Requirements. Items for which no rate or price is entered by the Tenderer will not be paid for by the Rural Electrification and Renewable Energy Corporation when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.
- 16.6 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 30 days prior to the deadline for submission of Tenders, shall be included in the total Tender price submitted by the Tenderer.
- 16.7 If provided for **in the TDS**, the rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and / or Special Conditions of Contract. The Tenderer shall submit with the Tender all the information required under the Special Conditions of Contract and of the General Conditions of Contract.
- 16.8 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Tenderer in the form of Appendices D and E to the Contract.

17 Currencies of Tender and Payment

17.1 The currency of the Tender and the currency of payments shall be Kenya Shillings.

18 Documents Establishing Conformity of Services

18.1 To establish the conformity of the Non-Consulting Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that Services provided conform to the technical specifications and standards specified in Section VII, Rural Electrification and Renewable Energy Corporation's Requirements.

18.2 Standards for provision of the Non-Consulting Services are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality provided that it demonstrates, to Rural Electrification and Renewable Energy Corporation's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Rural Electrification and Renewable Energy Corporation's Requirements.

18.3 Tender to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Rural Electrification and Renewable Energy Corporation, a Service provider or group of service providers, qualifies for a margin of preference. Further the information will enable the Rural Electrification and Renewable Energy Corporation identify any actual or potential conflict of interest in relation to the procurement and/or contract management processes, or a possibility of collusion between tenderers, and thereby help to prevent any corrupt influence in relation to the procurement processor contract management.

18.4 The purpose of the information described in ITT 18.3 above, overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Rural Electrification and Renewable Energy Corporation as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.

18.4 The Tenderer shall provide further documentary proof, information or authorizations that the Rural Electrification and Renewable Energy Corporation may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT18.3. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.

18.6 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Rural Electrification and Renewable Energy Corporation. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Rural Electrification and Renewable Energy Corporation.

18.7 If a tenderer fails to submit the information required by these requirements, its tenderer will be rejected. Similarly, if Rural Electrification and Renewable Energy Corporation is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.

18.8 If information submitted by a tenderer pursuant to these requirements, or obtained by the (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:

- i) If the procurement process is still on going, the tenderer will be disqualified from the procurement process,
- ii) if the contract has been awarded to that tenderer, the contract award will be set aside, pending the outcome of (iii),
- iii) The tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.

18.9 If a tenderer submits information pursuant to these requirements that is in complete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 18.9 will ensue unless the tenderer can show to the reasonable satisfaction of the Rural Electrification and Renewable Energy Corporation that any such act was not material, or was due to genuine err or which was not attributable to the intentional act, negligence or recklessness of the tenderer.

19 Documents Establishing the Eligibility and Qualifications of the Tenderer

- 19.1 To establish Tenderer's their eligibility in accordance with ITT4, Tenderers shall complete the Form of Tender, included in Section IV, Tendering Forms.
- 19.2 The documentary evidence of the Tenderer's qualification stopper form the Contract if its Tender is accepted shall establish to Rural Electrification and Renewable Energy Corporation's satisfaction that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
- 19.3 All Tenderers shall provide in Section IV, Tendering Forms, a preliminary description of the proposed methodology, work plan and schedule.
- 19.4 In the event that pre-qualification of Tenderers has been undertaken, only Tenders from prequalified Tenderers shall be considered for award of Contract. These qualified Tenderers should submit with their Tenders any information updating their original pre-qualification applications or, alternatively, confirm in their Tenders that the originally submitted pre-qualification information remains essentially correct as of the date of Tender submission.
- 19.5 If pre-qualification has not taken place before Tendering, the qualification criteria for the Tenderers are specified- in Section III, Evaluation and Qualification Criteria.

20 Period of Validity of Tenders

- 20.1 Tenders shall remain valid for the Tender Validity period specified in the TDS. The Tender Validity period starts from the date fixed for the Tender submission deadline date (as prescribed by Rural Electrification and Renewable Energy Corporation in accordance with ITT 24.1). A Tender valid for a shorter period shall be rejected by Rural Electrification and Renewable Energy Corporation as non-responsive.
- 20.2 In exceptional circumstances, prior to the expiration of the Tender validity period, Rural Electrification and Renewable Energy Corporation may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT20, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender.

21 Tender Security

- 21.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender security, as specified **in the TDS**, in original form and, in the case of a Tender Security, in the amount and currency specified **in the TDS**.
- 21.2 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.
- 21.3 If a Tender Security is specified pursuant to ITT 21.1, from a reputable source, and an eligible country and shall be in any of the following forms at the Tenderer's option:
- i) cash;
 - ii) a bank guarantee;
 - iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
 - iv) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya,
- 21.4 If a Tender Security is specified pursuant to ITT 20.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by Rural Electrification and Renewable Energy Corporation as non-responsive.
- 21.5 If a Tender Security is specified pursuant to ITT 21.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the contract and furnishing the Performance Security pursuant to ITT 46. Rural Electrification and Renewable Energy Corporation shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.
- 21.6 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.

- 21.7 The Tender Security may be forfeited or the Tender-Securing Declaration executed:
- If a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension thereof provided by the Tenderer; or
 - if the successful Tenderer fails to:
 - sign the Contract in accordance with ITT 46; or
 - Furnish a performance security in accordance with ITT 47.
- 21.8 Where tender securing declaration is executed, Rural Electrification and Renewable Energy Corporation shall recommend to the PPRA that PPRA debar the Tenderer from participating in public procurement as provided in the law.
- 21.9 The Tender Security or Tender-Securing Declaration of a JV must be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of Tendering, the Tender security or Tender-Securing Declaration shall be in the names of all future members as named in the Form of intent referred to in ITT 4.1 and ITT 13.2.
- 21.10 A tenderer shall not issue a tender security to guarantee itself.

22 Format and Signing of Tender

- 22.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 13, bound with the volume containing the Form of Tender, and clearly marked "Original. "In addition, the Tenderer shall submit copies of the Tender, in the number specified **in the TDS**, and clearly marked as "Copies. "In the event of discrepancy between them, the original shall prevail.
- 22.2 Tenderers shall mark as "CONFIDENTIAL "information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 22.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified **in the TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.
- 22.4 In case the Tenderer is a JV, the Tender 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.
- 22.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

D. Submission and Opening of Tenders

23 Sealing and Marking of Tenders

• Creation and submission of bids

17.1. The Bidder shall process and submit its Bid via the Corporation'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.

NB: All supplier 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 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

24 Deadline for Submission of Tenders

- 24.1** Tenders must be received by Rural Electrification and Renewable Energy Corporation at the address and no later than the date and time specified **in the TDS**. When so specified **in the TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified **in the TDS**.
- 24.2** Rural Electrification and Renewable Energy Corporation may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT9, in which case all rights and obligations of Rural Electrification and Renewable Energy Corporation and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

25 Late Tenders

- 25.1** Rural Electrification and Renewable Energy Corporation shall not consider any Tender that arrives after the dead line for submission of Tenders, in accordance with ITT 24. Any Tender received by Rural Electrification and Renewable Energy Corporation after the deadline for submission of Tenders shall be declared late, rejected, and returned un opened to the Tenderer.

26 Withdrawal, Substitution and Modification of Tenders

- 26.1** A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by a n authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT 21.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:
 - a) Prepared and submitted in accordance with ITT 21 and ITT 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked **“WITHDRAWAL,” “SUBSTITUTION,”** or **“MODIFICATION;”** and
 - b) Received by Rural Electrification and Renewable Energy Corporation prior to the deadline prescribed for submission of Tenders, in accordance with ITT 23.
 - i. **Modification:** A bidder may before tender closing edit their RFX response by clicking edit and resubmitting after editing the response.
 - ii. **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

26.2 Tenders requested to be withdrawn in accordance with ITT 25.1 shall be returned unopened to the Tenderers.

26.3 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender or any extension thereof.

27 Tender Opening

27.1 Except as in the cases specified in ITT 23 and ITT 25.2, Rural Electrification and Renewable Energy Corporation shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time and place specified **in the TDS** in the presence of Tenderers' designated representatives and anyone who choose to attend. Any specific electronic Tender opening procedures required if electronic tendering is permitted in accordance with ITT 23.1 shall be as specified **in the TDS**.

27.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.

27.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.

27.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.

27.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Prices, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required; and any other details as Rural Electrification and Renewable Energy Corporation may consider appropriate.

27.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further. The Form of Tender and the priced Activity Schedule are to be initialed by representatives of Rural Electrification and Renewable Energy Corporation attending Tender opening in the manner specified **in the TDS**.

27.7 Rural Electrification and Renewable Energy Corporation shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT25.1).

27.8 Rural Electrification and Renewable Energy Corporation shall prepare a record of the Tender opening that shall include, as a minimum:

- a) The name of the Tenderer and whether there is a withdrawal, substitution, or modification;
- b) The Tender Price, per lot (contract) if applicable, including any discounts; and
- c) any alternative Tenders;
- d) The presence or absence of a Tender Security or Tender-Securing Declaration, if one was required.
- e) Number of pages of each tender document submitted

27.9 The Tenderers' representatives who appear shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record. A copy of the tender opening register shall be distributed to Tenderer upon request.

E. Evaluation and Comparison of Tenders

28 Confidentiality

28.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until

information on the Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 42.

- 28.2 Any effort by a Tenderer to influence Rural Electrification and Renewable Energy Corporation in the evaluation or contract award decisions may result in the rejection of its Tender.
- 28.3 Notwithstanding ITT 28.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact Rural Electrification and Renewable Energy Corporation on any matter related to the Tendering process, it should do so in writing.

29 Clarification of Tenders

- 29.1 To assist in the examination, evaluation, and comparison of Tenders, and qualification of the Tenderers, Rural Electrification and Renewable Energy Corporation may, at Rural Electrification and Renewable Energy Corporation's discretion, ask any tenderer for clarification of its Tender including break downs of the prices in the Activity Schedule, and other information that Rural Electrification and Renewable Energy Corporation may require. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by Rural Electrification and Renewable Energy Corporation shall not be considered. Rural Electrification and Renewable Energy Corporation's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by Rural Electrification and Renewable Energy Corporation in the evaluation of the Tenders, in accordance with ITT32.
- 29.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in Rural Electrification and Renewable Energy Corporation's request for clarification, its Tender may be rejected.

30 Deviations, Reservations, and Omissions

- 30.1 During the evaluation of Tenders, the following definitions apply:
- a) "Deviation" is a departure from the requirements specified in the tendering document;
 - b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and
 - c) "Omission" is the failure to submit part or all of the information or documentation required in the tendering document.

31 Determination of Responsiveness

- 31.1 Rural Electrification and Renewable Energy Corporation's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 12.
- 31.2 A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- a) If accepted, would:
 - i. affect in any substantial way the scope, quality, or performance of the Non-Consulting Services specified in the Contract; or
 - ii. limit in any substantial way, inconsistent with the tendering document, Rural Electrification and Renewable Energy Corporation's rights or the Tenderer's obligations under the Contract; or
 - b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.
- 31.3 Rural Electrification and Renewable Energy Corporation shall examine the technical aspects of the Tender submitted in accordance with ITT 18 and ITT 19, in particular, to confirm that all requirements of Section VII, Procuring Entity's Requirements have been met without any material deviation or reservation, or omission.
- 31.4 If a Tender is not substantially responsive to the requirements of tendering document, it shall be rejected by Rural Electrification and Renewable Energy Corporation and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 31.5 Provided that a Tender is substantially responsive, Rural Electrification and Renewable Energy Corporation may waive any non-conformity in the Tender.

31.6 Provided that a Tender is substantially responsive, Rural Electrification and Renewable Energy Corporation may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial non-conformities or omissions in the Tender related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

31.7 Provided that a Tender is substantially responsive, Rural Electrification and Renewable Energy Corporation shall rectify quantifiable nonmaterial non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified **in the TDS**.

32 Arithmetical Errors

32.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

32.2 Provided that the Tender is substantially responsive, Rural Electrification and Renewable Energy Corporation shall handle errors on the following basis:

- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
- b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive .and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail

32.3 Tenderers shall be notified of any error detected in their bid during the notification of a ward.

33 Conversion to Single Currency

33.1 For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted into a single currency **as specified in the TDS**.

34 Margin of Preference and Reservations

34.1 Margin of preference on local service providers may be allowed if it is deemed that the services require participation of foreign tenderers. If so allowed, it will be indicated in the **TDS**.

34.2 Where it is intended to reserve the contract to specific groups under Small and Medium Enterprises, or enterprise of women, youth and /or persons living with disability, who are appropriately registered as such by the authority to be specified in the **TDS**, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses/firms belonging to the specified group are eligible to tender as specified in the **TDS**. Otherwise, if not so stated, the invitation will be open to all tenderers.

35 Evaluation of Tenders

35.1 Rural Electrification and Renewable Energy Corporation shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, Rural Electrification and Renewable Energy Corporation shall determine the Best Evaluated Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:

- a) Substantially responsive to the tendering document; and
- b) The lowest evaluated cost.

35.2 In evaluating the Tenders, Rural Electrification and Renewable Energy Corporation will determine for each Tender the evaluated Tender cost by adjusting the Tender price as follows:

- a) Price adjustment due to discounts offered in accordance with ITT 16.4;
- b) price adjustment due to quantifiable non material non-conformities in accordance with ITT 31.3;
- c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in

accordance with ITT 33; and

- d) any additional evaluation factors specified **in the TDS** and Section III, Evaluation and Qualification Criteria.

35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.

35.4 In the case of multiple contracts or lots, Tenderers are allowed to tender for one or more lots and the methodology to determine the lowest evaluated cost of the lot (contract) and for combinations, including any discounts offered in the Form of Tender, is specified in Section III, Evaluation and Qualification Criteria. For one or more lots (contracts). Each lot or contract will be evaluated in accordance with ITT

35.5. The methodology to determine the lowest evaluated tenderer or tenderers based one lot (contract) or based on a combination of lots (contracts), will be specified in Section III, Evaluation and Qualification Criteria. In the case of multiple lots or contracts, tenderer will be will be required to prepare the Eligibility and Qualification Criteria Form for each Lot.

36 Comparison of Tenders

36.1 Rural Electrification and Renewable Energy Corporation shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 35.2 to determine the Tender that has the lowest evaluated cost.

37 Abnormally Low Tenders and Abnormally High

Tenders Abnormally Low Tenders

37.1 An Abnormally Low Tender is one where the Tender price, in combination with other elements of the Tender, appears so low that it raises material concerns as to the capability of the Tenderer in regards to the Tenderer's ability to perform the Contract for the offered Tender Price.

37.2 In the event of identification of a potentially Abnormally Low Tender, Rural Electrification and Renewable Energy Corporation shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Tender document.

37.3 After evaluation of the price analyses, in the event that Rural Electrification and Renewable Energy Corporation determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, Rural Electrification and Renewable Energy Corporation shall reject the Tender.

Abnormally High Tenders

37.4 An abnormally high price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that Rural Electrification and Renewable Energy Corporation is concerned that it (Rural Electrification and Renewable Energy Corporation) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.

37.5 In case of an abnormally high price, Rural Electrification and Renewable Energy Corporation shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if he specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. Rural Electrification and Renewable Energy Corporation may also seek written clarification from the tenderer on the reason for the high tender price. Rural Electrification and Renewable Energy Corporation shall proceed as follows:

- i) If the tender price is abnormally high based on wrong estimated cost of the contract, Rural Electrification and Renewable Energy Corporation may accept or not accept the tender depending on Rural Electrification and Renewable Energy Corporation's budget considerations.
- ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, Rural Electrification and Renewable Energy Corporation shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case maybe.

37.6 If Rural Electrification and Renewable Energy Corporation determines that the Tender Price is abnormally

too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), Rural Electrification and Renewable Energy Corporation shall reject all Tenders and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before retendering.

38 Unbalanced and/or Front-Loaded Tenders

- 38.1 If in Rural Electrification and Renewable Energy Corporation's opinion, the Tender that is evaluated as the lowest evaluated price is seriously unbalanced and/or front loaded, Rural Electrification and Renewable Energy Corporation may require the Tenderer to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the tender prices with the scope of works, proposed methodology, schedule and any other requirements of the Tender document.
- 38.2 After the evaluation of the information and detailed price analyses presented by the Tenderer, Rural Electrification and Renewable Energy Corporation may as appropriate:
- Accept the Tender; or
 - require that the total amount of the Performance Security be increased at the expense of the Tenderer to a level not exceeding 10% of the Contract Price; or
 - agree on a payment mode that eliminates the inherent risk of Rural Electrification and Renewable Energy Corporation paying too much for undelivered works; or
 - Reject the Tender.

39 Qualification of the Tenderer

- 39.1 Rural Electrification and Renewable Energy Corporation shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 39.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 18. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Tenderer that submitted the Tender.
- 39.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event Rural Electrification and Renewable Energy Corporation shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

40 Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders

- 40.1 Rural Electrification and Renewable Energy Corporation reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to Contract Award, without there by incurring any liability to Tenderers. In case of annulment, all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

F. Award of Contract

43 Award Criteria

- 43.1 Rural Electrification and Renewable Energy Corporation shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender.

42 Notice of Intention to enter in to a Contract

- 42.1 Upon award of the contract and Prior to the expiry of the Tender Validity Period Rural Electrification and Renewable Energy Corporation shall issue a Notification of Intention to Enter into a Contract/Notification of a ward to all tenderers which shall contain, at a minimum, the following information:
- The name and address of the Tenderer submitting the successful tender;
 - The Contract price of the successful tender;
 - a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in(c) above already reveals the reason;
 - the expiry date of the Stand still Period; and

- e) instructions on how to request a debriefing and/or submit a complaint during the stand still period;

43 Stand still Period

- 43.1 The Contract shall not be signed earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.
- 43.2 Where a Standstill Period applies, it shall commence when Rural Electrification and Renewable Energy Corporation has transmitted to each Tenderer the Notification of Intention to Enter in to a Contract with the successful Tenderer.

44 Debriefing by Rural Electrification and Renewable Energy Corporation

- 44.1 On receipt of Rural Electrification and Renewable Energy Corporation's Notification of Intention to Enter into a Contract referred to in ITT 42, an unsuccessful tenderer may make a written request to Rural Electrification and Renewable Energy Corporation for a debriefing on specific issues or concerns regarding their tender. Rural Electrification and Renewable Energy Corporation shall provide the debriefing within five days of receipt of the request.
- 44.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

45 Letter of Award

Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 43.1, upon addressing a complaint that has been filed within the Standstill Period, Rural Electrification and Renewable Energy Corporation shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21 days of the date of the letter.

46 Signing of Contract

- 46.1 Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, Rural Electrification and Renewable Energy Corporation shall send the successful Tenderer the Contract Agreement.
- 46.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to Rural Electrification and Renewable Energy Corporation.
- 46.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period

47 Performance Security

- 47.1 Within twenty-one (21) days of the receipt of the Form of Acceptance from Rural Electrification and Renewable Energy Corporation, the successful Tenderer, if required, shall furnish the Performance Security in accordance with the GCC 3.9, using for that purpose the Performance Security Form included in Section VIII, Contract Forms, or another Form acceptable to Rural Electrification and Renewable Energy Corporation. If the Performance Security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to Rural Electrification and Renewable Energy Corporation. A foreign institution providing a bond shall have a correspondent financial institution located in Kenya, unless Rural Electrification and Renewable Energy Corporation has agreed in writing that a correspondent financial institution is not required.
- 47.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event Rural Electrification and Renewable Energy Corporation may award the Contract to the Tenderer offering the next Best Evaluated Tender.

48 Publication of Procurement Contract

- 48.1 Within fourteen days after signing the contract, Rural Electrification and Renewable Energy Corporation shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information:

- a) Name and address of Rural Electrification and Renewable Energy Corporation;
- b) Name and reference number of the contract being awarded, a summary of its scope and the selection method used;
- c) The name of the successful Tenderer, the final total contract price, the contract duration.
- d) Dates of signature, commencement and completion of contract;
- e) Names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

49 Adjudicator

- 49.1 Rural Electrification and Renewable Energy Corporation proposes the person named **in the TDS** to be appointed as adjudicator or under the Contract, at an hourly fee specified in **the TDS**, plus reimbursable expenses. If the Tenderer disagrees with this Tender, the Tenderer should so state in the Tender. If, in the Form of Acceptance, Rural Electrification and Renewable Energy Corporation has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

50 Procurement Related Complaints and Administrative Review

- 50.1 The procedures for making a Procurement-related Complaint are as specified in the **TDS**.
- 50.2 A request for administrative review shall be made in the form provided under contract forms.

SECTION II - TENDER DATA SHEET (TDS)

The following specific data for the Non-Consulting Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions here in shall prevail over those in ITT.

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	A. General
ITT 1.1	<p>The reference number of the Request for Tenders (ITT) is: 1000000657</p> <p>Procurement Entity is: <i>Rural Electrification and Renewable Energy Corporation</i></p> <p>The Name of the ITT is: Implementation, installation, configuration, data migration, integration, testing, training, commissioning, maintenance, support services for Sap Modules - Master Data Governance (MDG), Supplier Purchase Order Collaboration, Concur, Human Capital Management (HCM) – Payroll Enhancements, Extended/Advanced Warehouse Management (EWM), Extended Content Management (ECM) by Open Text, Identity Access Governance (IAG), Identity Management System Integration, SSO, SNC, Adobe Document Services and Supply of Sap Licenses and Subscriptions</p>
ITT 2.1(a)	<p>Electronic –Procurement System</p> <p>Rural Electrification and Renewable Energy Corporation shall use the following electronic-procurement system to manage this Tendering process: https://suppliers.rea.co.ke:44300/irj/portal</p> <p>The electronic-procurement system shall be used to manage the following aspects of the tendering process:</p> <p><i>Bidder registration via:</i> https://suppliers.rea.co.ke:44200/supportal(bD1lbiZjPTUwMCZkPW1pbg==)/bspwdapplication.do#VIEW_ANCHOR-ROS_TOP</p> <p>Bid Submission via: https://suppliers.rea.co.ke:44300/irj/portal</p> <p>Supplier Self Service via: https://suppliers.rea.co.ke:44300/irj/portal</p>
ITT 2.2	The Intended Completion Date is _____
ITT 3.3	Information that any unfair competitive advantage over competing firms is as follow: None
ITT 3.4	The firms that provided consulting services None
ITT 4.1	Maximum number of members in the Joint Venture (JV) shall be: Two partners
	B. Contents of Tendering Document
ITT 8.1	(a) A pre-tender conference will not be held
ITT 8.2	The questions in writing, to reach Rural Electrification and Renewable Energy Corporation not later than 3 days to tender closing
ITT 8.4	Minutes of the pre-Tender meeting and the pre-arranged pretender visit of the site of the works shall be published on the website www.rerec.co.ke if any
ITT 9.1	i) The Tenderer will submit any request for clarifications in writing at the

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p>Address</p> <p>The Chief Executive Officer</p> <p>Rural Electrification and Renewable Energy Corporation</p> <p>P.O Box 34585 – 00100</p> <p>Nairobi, Kenya</p> <p>not later than 3 days to closing date</p> <p>Rural Electrification and Renewable Energy Corporation shall publish its response at the website www.rerec.co.ke</p> <p>Rural Electrification and Renewable Energy Corporation shall also promptly publish response at the website www.rerec.co.ke opening minutes</p>
	C. Preparation of Tenders
ITT 13.1 (i)	<p>The Tenderer shall submit the following additional documents in its Tender:</p> <ol style="list-style-type: none"> 1. Confirmation of submission of 2% (percent) 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 180 days from the date of tender opening. Tender security value shall be 2% (percent) of the tender price vat inclusive value. 2. Certificate of Incorporation of Business, Copy of E-PIN Certificate with both VAT and Income Tax Obligations. 3. Valid Tax Compliance Certificate at the time of tender submission. 4. 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. Joint Venture Agreement as specified where applicable 8. Confirmation of Submission and verification that Declaration Form duly completed, stamped and signed. 9. Confirmation of Submission and verification that the Tender is valid for the tender period required (150 days). 10. The tenderer SHALL dully fill the Standard Forms in the format provided. 11. Confirmation of Submission and verification that the the Confidential Business Questionnaires duly completed, stamped and signed, 12. Confirmation of Submission and verification that CVs have been submitted & recommendation Letters 13. Quality Certification(s) where applicable (for example SEI - CMM Level, ISO 9000) (Enclose proofs) 14. The tenderer SHALL provide 3 years latest Audited financial reports, with the latest statement being at least for the year ending 31st December, 2020. <p>Other details required are</p>

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p>LOT I Evaluation Criteria</p> <p>Mandatory Requirements</p> <p>Specific experience of the bidder as it relates to the assignment: (Evidence to be provided for each requirement)</p> <ul style="list-style-type: none"> i. The bidder must provide a Manufacturer Authorization Form. ii. The bidder must be a Partner Certified by SAP for S/4 HANA and Cloud for Customer. (support item to be included in Manufacturer Authorization Form) iii. The bidder must be a certified Partner for Centre of Excellence for SAP Software support (support item to be included in Manufacturer Authorization Form) iv. The bidder must be certified cloud services partner (support item to be included in Manufacturer Authorization Form) v. Bidder should have experience in SAP S/4 HANA with minimum of 1 Full life cycle or up-gradation implementation. (support with reference letters) vi. The bidder must be an SAP Partner Edge sell. (support item to be included in Manufacturer Authorization Form) <p>LOT II – SAP Concur - Evaluation Criteria</p> <p>Mandatory Requirements</p> <p>Specific experience of the bidder as it relates to the assignment: (Evidence to be provided for each requirement)</p> <ul style="list-style-type: none"> i. The bidder must provide a Manufacturer Authorization Form. ii. The bidder must be a Partner Certified by SAP for SAP Concur Implementation. (support item to be included in Manufacturer Authorization Form) iii. The bidder must be a certified Partner for Centre Of Excellence for SAP Software support (support item to be included in Manufacturer Authorization Form) iv. The bidder must be certified cloud services partner (support item to be included in Manufacturer Authorization Form) v. Bidder should have experience in SAP S/4 HANA with minimum of 1 Full life cycle or up-gradation implementation. (support with reference letters) vi. The bidder must be an SAP Partner Edge sell. (support item to be included in Manufacturer Authorization Form)
ITT 15.1	Alternative tenders <i>shall not be considered.</i>
ITT 15.2	N/A
ITT 15.3	N/A
ITT 16.7	The prices quoted by the Tenderer <i>“shall not”</i> be subject to adjustment during the performance of the Contract.
ITT 20.1	The Tender validity period shall be 150 days.
ITT 21.1	<p>A Tender Security <i>“shall be”</i> required.</p> <p>A Tender-Securing Declaration <i>“shall not be”</i> required.</p>

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	If a Tender Security shall be required, the amount and currency of the Tender Security shall be 2% of the tender value vat inclusive
ITT 21.3 (a)	The Contract price shall be adjusted by 0% .
ITT 22.1	In addition to the original of the Tender, the number of copies is: zero
ITT 22.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: Power of Attorney Notarized by a Magistrate or Commissioner of Oath Indicating the Authorized signatory for the documents of the bidder.
	D. Submission and Opening of Tenders
ITT 24.1	<p>For Tender submission purposes only, Rural Electrification and Renewable Energy Corporation's address is: www.rerec.co.ke via https://suppliers.rea.co.ke:44300/irj/portal</p> <p>Attention: Manager, Supply Chain</p> <p>Postal Address: P.O Box 34585 – 00100 Nairobi.</p> <p>Physical Address: Kawi House, Block C, South C behind Boma Hotel</p>
ITT 24.1	<p>The deadline for Tender submission is:</p> <p>Date: 31st August, 2021</p> <p>Time: 10:00 a.m</p> <p>Tenderers <i>shall submit</i> tenders electronically.</p> <p>The electronic tender submission procedures shall be:</p> <p>follows:</p> <p>(k) 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(bD1lbiZjPTUwMCZkPW1pbg==)/bspwdapplication.do#VIEW_ANCHOR-ROS_TOP</p> <p>For the purpose of bidding, each firm must ensure the following</p> <ul style="list-style-type: none"> • 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. <p>(l) Choose RFX and Auction link in the navigation pane</p>

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p>(m) Click on the RFX number to open it</p> <p>(n) Click Register and then Click Participate</p> <p>(o) Click Create response; You will get a unique number for your response for the RFX</p> <p>(p) 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.</p> <p><i>NB: All supplier 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 the attachments shall not be evaluated.</i></p> <p>You are to login to the collaboration link and upload all the required documents</p> <p>(q) 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.</p> <p>(r) No value shall be entered under the RFX information “Target Value for RFX”</p> <p>(s) Check for errors by clicking the Check button</p> <p>(t) Click on Save to review later or Submit to send the response to REREC</p>
ITT 27.1	<p>The Tender opening shall take place at:</p> <p>Physical Address: Kawi House, Block C, South C behind Boma Hotel</p> <p>Date: 31st August, 2021</p> <p>Time: 10:00 a.m</p>
ITT 27.1	Tenderers <i>shall submit</i> tenders electronically.
ITT 27.6	The Form of Tender and priced Activity Schedule shall be initialed. This is not applicable because submissions are online
E. Evaluation and Comparison of Tenders	
ITT 31.7	For comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified as follows: The adjustment shall be based on the <i>average</i> price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, Rural Electrification and Renewable Energy Corporation shall use its best estimate.
ITT 33.1	The currency that shall be used for Tender evaluation and comparison purposes only to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is: Kenya Shillings Kshs.

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p>The source of exchange rate shall be: The Central bank of Kenya (mean rate)</p> <p>The date for the exchange rate shall be: the deadline date for Submission of the Tenders.</p> <p><i>For comparison of Tenders, the Tender Price, corrected pursuant to ITT 31, shall first be broken down into the respective amounts payable in various currencies by using the selling exchange rates specified by the Tenderer in accordance with ITT 15.1.</i></p> <p><i>In the second step, Rural Electrification and Renewable Energy Corporation will convert the amounts in various currencies in which the Tender Price is payable (excluding Provisional Sums but including Daywork where priced competitively) to the single currency identified above at the selling rates established for similar transactions by the authority specified and, on the date, stipulated above.</i></p>
ITT 34.1	Margin of preference not allowed
ITT 34.2	The invitation to tender is extended to the following group that qualify for Reservations: No group
ITT 35.2 (d)	Additional evaluation factors shall be None
ITT 35.4	Tenderers shall be <u>allowed not allowed</u> (<i>select one</i>) to quote separate prices for different lots (contracts) and the methodology to determine the lowest tenderer is specified in Section III, Evaluation and Qualification Criteria.
	F. Award of Contract
ITT 49.1	<p>The Adjudicator proposed by Rural Electrification and Renewable Energy Corporation is None. The hourly fee for this proposed Adjudicator shall be N/A. The biographical data of the proposed Adjudicator is as follows: N/A</p>
ITT 50.1	<p>The procedures for making a Procurement-related Complaint are available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke.</p> <p>If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to:</p> <p>For the attention: <i>[insert full name of person receiving complaints]</i></p> <p>Title/position: <i>[insert title/position]</i></p> <p>Procuring Entity: <i>[insert name of Procuring Entity]</i></p> <p>Email address: <i>[insert email address]</i></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <p>(i) the terms of the Tender Documents; and</p> <p>(ii) Rural Electrification and Renewable Energy Corporation's decision to award the contract.</p>

SECTION III – EVALUATION AND QUALIFICATION CRITERIA

1. General Provision

- 1.1 Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:
- a) For construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year are to be converted) was originally established.
 - b) Value of single contract - Exchange rate prevailing on the date of the contract signature.
 - c) Exchange rates shall be taken from the publicly available source identified in the ITT. Any error in determining the exchange rates in the Tender may be corrected by Rural Electrification and Renewable Energy Corporation.
- 1.2 This section contains the criteria that the Employer shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. Rural Electrification and Renewable Energy Corporation should use **the Standard Tender Evaluation Report for Goods and Works** for evaluating Tenders.

1.3 Evaluation and contract award Criteria

Rural Electrification and Renewable Energy Corporation shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender. The tender that (i) meets the qualification criteria, (ii) has been determined to be substantially responsive to the Tender Documents, and (iii) is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

2 Preliminary examination for Determination of Responsiveness

Rural Electrification and Renewable Energy Corporation will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other mandatory requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements provided for in the preliminary evaluation criteria outlined below. The Standard Tender Evaluation Report Document for Goods and Works for evaluating Tenders provides very clear guide on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered non- responsive and will not be considered further.

PART I PRELIMINARY EVALUATION

- a) Confirm that all the documents outlined in the submission checklist are provided.
- b) Confirmation of the sufficiency of the submitted Tender Security Amount as specified in BDS ITB 20.1 which should be valid for 180 days from the date of tender opening.
- c) Company or Firm's Registration Certificate or its equivalent
- d) E-PIN Certificate with both Vat & Income Tax obligations or its equivalent
- e) Valid Tax Compliance Certificate or its equivalent
- f) A written and notarized Power of Attorney specifying the authorized signatory (ies).
- g) Joint Venture Agreement as specified in ITB 4.1 and ITB 11.2 where applicable
- h) Confirmation of Submission and verification that Declaration Form duly completed, stamped and signed.
- i) Confirmation of Submission and verification that the Tender is valid for the tender period required (150 days).
- j) The tenderer **SHALL** dully fill the Standard Forms in the format provided.
- k) Confirmation of Submission and verification that the the Confidential Business Questionnaires duly completed, stamped and signed,
- l) Confirmation of Submission and verification that CVs have been submitted & recommendation Letters
- m) Quality Certification(s) *where applicable* (for example SEI - CMM Level, ISO 9000) (Enclose proofs)
- n) The tenderer **SHALL** provide 3 years latest Audited financial reports, with the latest statement being at least for the year ending 31st December, 2020.

Bids which do not satisfy any of the requirements set out above shall be rejected as per Public Procurement and Asset Disposal Act Revised 2016 thereof; and will not proceed to the next stage of evaluation.

PART II: TECHNICAL EVALUATION

LOT I Evaluation Criteria

Mandatory Requirements

Specific experience of the bidder as it relates to the assignment: **(Evidence to be provided for each requirement)**

- i. The bidder must provide a Manufacturer Authorization Form.
- ii. The bidder must be a Partner Certified by SAP for S/4 HANA and Cloud for Customer. (support item to be included in Manufacturer Authorization Form)
- iii. The bidder must be a certified Partner for Centre of Excellence for SAP Software support (support item to be included in Manufacturer Authorization Form)
- iv. The bidder must be certified cloud services partner (support item to be included in Manufacturer Authorization Form)
- v. Bidder should have experience in SAP S/4 HANA with minimum of 1 Full life cycle or up-gradation implementation. (support with reference letters)
- vi. The bidder must be an SAP Partner Edge sell. (support item to be included in Manufacturer Authorization Form)

NOTE:

1. Not meeting this requirement (note 1 above) will not disqualify your bid.

Not meeting any of the mandatory requirements will lead to your bid being disqualified

No.	Criteria	Maximum Score
1	Qualifications and competence of the key staff for the consultancy services).	
	(i) Project Manager: -	3
	(a) With a minimum 5 SAP implementations as Team Lead (Support with Reference Letters) 1.5 marks	
	(b) Proof of S/4 HANA Implementation experience (Support with Reference Letters) 1.5 marks	
	(ii) Key SAP Business process consultant, each with at least two (2) S/4 HANA implementations, and Certified in the Business process Area.	42
	i. SAP SRM Consultants (3.5 Marks)	
	ii. SAP MM Consultant (3.5 Marks)	
	iii. SAP ABAP Consultant with Fiori Experience (3.5 Marks)	
	iv. Process Orchestration/Integration Consultant (3.5 marks)	
	v. Open Text Business Workspaces Consultant (3.5 marks)	
	vi. SAP MDG Consultant (3.5 marks)	
	vii. SAP GRC Access Control Consultant with IDM, SSO, SNC and IAG Experience (3.5 marks)	
	viii. SAP EWM Consultant (3.5 marks)	
	ix. SAP Project Integration Consultant (3.5 marks)	
	x. SAP Data Migration Consultant (3.5 marks)	
	xi. SAP S/4 HANA HCM Consultant (3.5 marks)	
	xii. Change Management Consultant (3.5 marks)	
	Proof of Adequate Experience of the firm	24
	Certified Copy of Letter of Completion of Contract/Certificate certified by the client for SAP SRM Implementation. (3 marks)	
	Certified Copy of Letter of Completion of Contract/Certificate certified by the client for SAP Master Data Governance – Supplier (3 marks)	
	Certified Copy of Letter of Completion of Contract/Certificate certified by the client for SAP Extended / Advanced Warehouse Management (3 marks)	

No.	Criteria	Maximum Score
	Certified Copy of Letter of Completion of Contract/Certificate certified by the client for SAP S/4 HANA HCM Payroll (3 marks)	
	Certified Copy of Letter of Completion of Contract/Certificate certified by the client for Extended Content Management by Open Text (3 marks)	
	Certified Copy of Letter of Completion of Contract/Certificate certified by the client for Identity Access Governance, Identity Management System Integration, SSO and SNC (3 marks)	
	Certified Copy of Letter of Completion of Contract/Certificate certified by the client for Adobe Document Services (3 marks)	
	Bidder should have experience in SAP S/4 HANA with minimum of 1 Full life cycle or up-gradation implementation. (support with letters of reference from the customers) (3 marks)	
	Proposed Methodology, approach, strategy and work plan in responding to the Terms of Reference and meeting REREC requirements.	31
	(i) Technical approach and methodology (5 marks)	
	(ii) Training (REREC Users) strategy (5 Marks)	
	(iii) Detailed schedule/work Plan showing how the works will be delivered within the set project timelines of 60days (10 marks) <i>NB: It is of essence that this solution be implemented expeditiously in line with the ongoing implementation,</i>	
	(iv) Team composition and Project organization - Organisation Chart (3marks)	
	(v) Project Quality Controls - (5marks)	
	(vi) 6 Months Post go-live Support (Onsite six (6) months & Off Site twelve (12) months (3 marks)	
	TOTAL	100

Summary of Technical Tender Evaluation Criteria

Criteria	Maximum Score / Requirement
Mandatory requirements assessment	Preliminary Evaluation – 100 Score
Qualifications of proposed consultants	45
Project Experience	24
Methodology and approach	31
	100

LOT II – SAP Concur - Evaluation Criteria

Mandatory Requirements

- Specific experience of the bidder as it relates to the assignment: (Evidence to be provided for each requirement)
- The bidder must provide a Manufacturer Authorization Form.
- The bidder must be a Partner Certified by SAP for SAP Concur Implementation. (support item to be included in Manufacturer Authorization Form)
- The bidder must be a certified Partner for Centre Of Excellence for SAP Software support (support item to be included in Manufacturer Authorization Form)
- The bidder must be certified cloud services partner (support item to be included in Manufacturer Authorization Form)
- Bidder should have experience in SAP S/4 HANA with minimum of 1 Full life cycle or up-gradation implementation. (support with reference letters)
- The bidder must be an SAP Partner Edge sell. (support item to be included in Manufacturer Authorization Form)

2. Not meeting this requirement (note 1 above) will not disqualify your bid.

Not meeting any of the mandatory requirements will lead to your bid being disqualified

No	Criteria	Maximum Score
1	Qualifications and competence of the key staff for the consultancy services).	
	(i) Project Manager: -	5
	(a) Proof of Concur Implementation as Team Lead (Support with Reference Letters) 2.5 marks	
	(b) Proof of S/4 HANA Implementation experience (Support with Reference Letters) 2.5 marks	
	(ii) Key SAP Business process consultant, each with at least two (2) Concur Implementations, and Certified in the Business process Area.	40
	i. Concur Consultant (20 Marks)	
	ii. SAP Cloud Integration Consultant (20 marks)	
	Proof of Adequate Experience of the firm	24
	Certified Copy of Letter of Completion of Contract/Certificate certified by the client for SAP Concur. (12 marks)	
	Certified Copy of Letter of Completion of Contract/Certificate certified by the client for SAP Cloud Integration – Supplier (12 marks)	
	Proposed Methodology, approach, strategy and work plan in responding to the Terms of Reference and meeting REREC requirements.	31
	(i) Technical approach and methodology (5 marks)	
	(ii) Training (REREC Users) strategy (5 Marks)	
	(iii) Detailed schedule/work Plan showing how the works will be delivered within the set project timelines of 60days (10 marks) <i>NB: It is of essence that this solution be implemented expeditiously in line with the ongoing implementation,</i>	
	(iv) Team composition and Project organization - Organisation Chart (3marks)	
	(v) Project Quality Controls - (5marks)	
	(vi) 6 Months Post go-live Support (Onsite six (6) months & Off Site twelve (12) months (3 marks)	
	TOTAL	100

Summary of Technical Tender Evaluation Criteria

Criteria	Maximum Score / Requirement
Mandatory requirements assessment	Preliminary Evaluation – 100 Score
Qualifications of proposed consultants	45
Project Experience	24
Methodology and approach	31

Lot III: licenses**Mandatory requirements**

	Requirements	Marks
1.	The bidder must provide a Manufacturer Authorization Form (SAP)	25
2.	The bidder must be an SAP Gold partner (attach evidence)	25
3.	The bidder must be an SAP Partner Centre of excellence (attach evidence)	25
4.	The bidder must be a value added reseller. (support item to be included in Manufacturer Authorization Form) – (SAP only)	25
Total		100

3 Tender Evaluation (ITT 35)

Price evaluation: in addition to the criteria listed in ITT 35.2 (a)–(d) the following criteria shall apply:

- i) **Alternative Completion Times**, if permitted under ITT 15.2, will be evaluated as follows:
Not allowed
- ii) **Alternative Technical Solutions** for specified parts of the Works, if permitted under ITT 15.3, will be evaluated as follows: **None**
- iii) **Other Criteria**; if permitted under ITT 35.2 (e): **None**

4 Multiple Contracts

Multiple contracts will be permitted in accordance with ITT 35.4. Tenderers are evaluated on basis of Lots and the lowest evaluated tenderer identified for each Lot. Rural Electrification and Renewable Energy Corporation will select one Option of the two Options listed below for award of Contracts.

OPTION1

- i) If a tenderer wins only one Lot, the tenderer will be awarded a contract for that Lot, provided the tenderer meets the Eligibility and Qualification Criteria for that Lot.
- ii) If a tenderer wins more than one Lot, the tender will be awarded contracts for all won Lots, provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the Lots. The tenderer will be awarded the combination of Lots for which the tenderer qualifies and the others will be considered for award to second lowest the tenderers.

OPTION 2

Rural Electrification and Renewable Energy Corporation will consider all possible combinations of won Lots [contract(s)] and determine the combinations with the lowest evaluated price. Tenders will then be awarded to the Tenderer or Tenderers in the combinations provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the won Lots.

5 Alternative Tenders (ITT 15.1)

An alternative if permitted under ITT 13.1, will be evaluated as follows:

Rural Electrification and Renewable Energy Corporation shall consider Tenders offered for alternatives as specified in Part 2- Procuring Entity's requirements. Only the technical alternatives, if any, of the Tenderer

with the Best Evaluated Tender conforming to the basic technical requirements shall be considered by Rural Electrification and Renewable Energy Corporation.

6 MARGIN OF PREFERENCE

Apply Margin of Preference, if so allowed to all evaluated and accepted tender as follows.

- 6.1 If the TDS so specifies, Rural Electrification and Renewable Energy Corporation will grant a margin of preference of fifteen percent (15%) to be loaded on evaluated prices of foreign tenderers, where the percentage of shareholding of Kenyan citizens is less than fifty-one percent (51%).
- 6.2 Contractors applying for such preference shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by Rural Electrification and Renewable Energy Corporation, a particular contractor or group of contractor's qualifies for a margin of preference.
- 6.3 After Tenders have been received and reviewed by Rural Electrification and Renewable Energy Corporation, responsive Tenders shall be assessed to ascertain their percentage of shareholding of Kenyan citizens. Responsive tenders shall be classified into the following groups:
 - i) Group A: tenders offered by Kenyan Contractors and other Tenderers where Kenyan citizens hold shares of over fifty one percent (51%).
 - ii) Group B: tenders offered by foreign Contractors and other Tenderers where Kenyan citizens hold shares of less than fifty one percent (51%).
- 6.4 All evaluated tenders in each group shall, as a first evaluation step, be compared to determine the lowest tender, and the lowest evaluated tender in each group shall be further compared with each other. If, as a result of this comparison, a tender from Group A is the lowest, it shall be selected for the award. If a tender from Group B is the lowest, an amount equal to the percentage indicated in Item 3.1 of the respective tender price, including unconditional discounts and excluding provisional sums and the cost of day works, if any, shall be added to the evaluated price offered in each tender from Group B. All tenders shall then be compared using new prices with added prices to Group B and the lowest evaluated tender from Group A. If the tender from Group A is still the lowest tender, it shall be selected for award. If not, the lowest evaluated tender from Group B based on the first evaluation price shall be selected.

7 Post qualification and Contract award (ITT 39), more specifically,

- a) In case the tender was subject to post-qualification, the contract shall be awarded to the lowest evaluated tenderer, subject to confirmation of pre-qualification data, if so required.
- b) In case the tender was not subject to post-qualification, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions.
 - i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow of Kenya Shillings _____
 - ii) Minimum average annual construction turnover of Kenya Shillings _____ *[insert amount]*, equivalent calculated as total certified payments received for contracts in progress and/or completed within the last _____ *[insert of year]* years.
 - iii) At least _____ *(insert number)* of contract(s) of a similar nature executed within Kenya, or the East African Community or abroad, that have been satisfactorily and substantially completed as a prime contractor, or joint venture member or sub-contractor each of minimum value Kenya shillings _____ equivalent.
 - iv) Contractor's Representative and Key Personnel, which are specified as _____

 - v) Contractors key equipment listed on the table "Contractor's Equipment" below and more specifically listed as *[specify requirements for each lot as applicable]* _____

 - vi) Other conditions depending on their seriousness.

a) History of non-performing contracts:

Tenderer and each member of JV in case the Tenderer is a JV, shall demonstrate that Non-performance of a contract did not occur because of the default of the Tenderer, or the member of a JV in the last _____ (*specify years*). The required information shall be furnished in the appropriate form.

b) Pending Litigation

Financial position and prospective long-term profitability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under Paragraph (i) above if all pending litigation will be resolved against the Tenderer. Tenderer shall provide information on pending litigations in the appropriate form.

c) Litigation History

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last _____ (*Specify years*). All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the year's specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

SECTION IV - TENDERING FORMS

All italicized text is to help Tenderer in preparing this form.

1 FORM OF TENDER

INSTRUCTIONS TO TENDERERS

- i) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.*
- ii) *Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER attached to this Form of Tender.*
- iii) *The Form of Tender shall include the following Forms duly completed and signed by the Tenderer.*
 - a) *Tenderer's Eligibility-Confidential Business Questionnaire*
 - b) *Certificate of Independent Tender Determination*
 - c) *Self-Declaration of the Tenderer*

Date of this tender submission:

ITT/RFX No.:.....

- a) **No reservations:** We have examined and have no reservations to the tendering document, including Addenda issued in accordance with ITT9;
- b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITT4;
- c) **Tender-Securing Declaration:** We have not been suspended nor declared ineligible by Rural Electrification and Renewable Energy Corporation based on execution of a Tender-Securing Declaration or Proposal-Securing Declaration in Kenya in accordance with ITT21;
- d) **Conformity:** We offer to provide the Non-Consulting Services in conformity with the tendering document of the following:
- e) **Tender Price:** The total price of our Tender, excluding any discounts offered in item(f) below is:
.....

Option1, in case of one lot: Total price is: (in figures),
.....(in Words);
Or

Option 2, in case of multiple lots:(a) Total price of each lot

Lot 1: (in figures),
..... (in Words);

Lot 2: (in figures),
..... (in Words);

Lot 3: (in figures),
..... (in Words);

Total price of all lots (sum of all lots) (in figures),
..... (in Words);

- f) **Discounts:** The discounts offered and the methodology for their application are:
 - i) The discounts offered are:
 - ii) The exact method of calculations to determine the net price after application of discounts is shown below:

- g) **Tender Validity Period:** Our Tender shall be valid for the period of **150 days** from tender closing date from the date fixed for the Tender submission deadline (specified in TDS 23.1(as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- h) **Performance Security:** If our Tender is accepted, we commit to obtain a Performance Security from a reputable commercial bank of **10% of the award value** in accordance with the tendering document;
- i) **One Tender Per Tenderer:** We are not submitting any other Tender(s) as an individual Tenderer, and we are not participating in any other Tender(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT4.3, other than alternative Tenders submitted in accordance with ITT14;
- j) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA. Further, we are not ineligible under Kenya's official regulations or pursuant to a decision of the United Nations Security Council;
- k) **State-owned enterprise or institution:** (Tick as appropriate)
- ☐ We are not a state-owned enterprise or institution
- ☐ We are a state-owned enterprise or institution but meet the requirements of ITT 4.6
- l) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: *[insert complete name of each Recipient, its full address, r gratuity].*

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

- a) ☐ We confirm that we understand the provisions relating to Standstill Period as described in this tendering document and the Procurement Regulations.
- m) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Form of Acceptance, shall not constitute a binding contract between us, until a formal contract is prepared and executed;
- n) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive; and
- o) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
- p) **Collusive practices:** We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the "Certificate of Independent tender Determination" attached below.
- q) **Code of Ethical Conduct:** We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from <http://ppra.go.ke/code-of-ethics/> during the procurement process and the execution of any resulting contract.
- r) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:
- i) Tenderer's Eligibility; Confidential Business Questionnaire—to establish we are not in any conflict to interest.
- ii) Certificate of Independent Tender Determination—to declare that we completed the tender without

colluding with other tenderers.

- iii) Self-Declaration of the Tenderer—to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
- iv) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in “**Appendix 1- Fraud and Corruption**” attached to the Form of Tender.

Name of the Tenderer:

..... *[insert complete name of person signing the Tender]

Name of the person duly authorized to sign the Tender on behalf of the Tenderer:

.....**[insert complete name of person duly authorized to sign the Tender]

Title of the person signing the Tender:

.....(Title of the person signing the Tender)

Signature of the person named above:

..... [insert signature of person whose name and capacity are shown above]

Date signed..... **day of**[insert month], [insert year]

i) TENDERER'S ELIGIBILITY - CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instruction to Tenderer

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV*. Tenderer is further reminded that it is an offence to give false information on this Form.

a) Tenderer's details

	ITEM	DESCRIPTION
1	Name of Rural Electrification and Renewable Energy Corporation	
2	Reference Number of the Tender	
3	Date and Time of Tender Opening	31.08.2021 @10.00a.m
4	Name of the Tenderer	
5	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
6	Current Trade License Registration Number and Expiring date	
7	Name, country and full address (<i>postal and physical addresses, email, and telephone number</i>) of Registering Body/Agency	
8	Description of Nature of Business	
9	Maximum value of business which the Tenderer handles.	
10	State if Tenders Company is listed in stock exchange, give name and full address (<i>postal and physical addresses, email, and telephone number</i>) of state which stock exchange	

General and Specific Details

b) Sole Proprietor, provide the following details.

Name in full _____ Age _____
 Nationality _____ Country of Origin _____
 Citizenship _____

c) Partnership, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

d) **Registered Company**, provide the following details.

i) Private or public Company _____

ii) State the nominal and issued capital of the Company-

Nominal Kenya Shillings (Equivalent)

Issued Kenya Shillings (Equivalent)

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				
4				
5				
6				

e) **DISCLOSURE OF INTEREST - Interest of the Firm in Rural Electrification and Renewable Energy Corporation.**

i) Are there any person/persons in **Rural Electrification and Renewable Energy Corporation** who has/have an interest or relationship in this firm?
Yes/No.....

If yes, provide details as follows.

	Names of Person	Designation in Rural Electrification and Renewable Energy Corporation	Interest or Relationship with Tenderer
1			
2			
3			

ii) **Conflict of interest disclosure**

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties that puts it in a position to influence the tender of another tenderer, or influence the decisions of Rural Electrification and Renewable		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
	Energy Corporation regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of Rural Electrification and Renewable Energy Corporation who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of Rural Electrification and Renewable Energy Corporation who would be involved in the implementation or supervision of the Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to Rural Electrification and Renewable Energy Corporation throughout the tendering process and execution of the Contract?		

f) Certification

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name _____

Title or Designation _____

(Signature)

(Date)

ii) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the _____
_____ [Name of Procuring Entity] for:

_____ [Name and number of tender] in response to the request for tenders made
by: _____ [Name of Tenderer] do hereby make the following statements that I
certify to be true and complete in every respect:

I certify, on behalf of _____ [Name of Tenderer] that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) Has been requested to submit a Tender in response to this request for tenders;
 - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
 - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b) the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs(5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) methods, factors or formulas used to calculate prices;
 - c) the intention or decision to submit, or not to submit, a tender; or
 - d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5) (b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
8. The terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever ever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5) (b) above.

Name _____

Title _____

Date _____

[Name, title and signature of authorized agent of Tenderer and Date]

iii) SELF-DECLARATION FORMS

FORM SD1 – DEBARMENT FORM

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

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

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

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder Official Stamp

FORM SD2 - CORRUPT OR FRAUDULENT PRACTICE

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

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of
..... (*insert name of the Company*) who is a Bidder in respect of Tender No.....
..... for(*insert tender title/description*) for(*insert name of Rural Electrification and Renewable Energy Corporation*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... (*insert name of Rural Electrification and Renewable Energy Corporation*) which is Rural Electrification and Renewable Energy Corporation.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... (*name of Rural Electrification and Renewable Energy Corporation*)
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
5. THAT what is deponed to here in above is true to the best of my knowledge information and belief.

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

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I, (person) on behalf of (*Name of the Business/ Company/Firm*) declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory.....

Sign.....

Position.....

Office address..... Telephone.....

E-mail.....

Name of the Firm/Company.....

Date.....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name.....

Sign.....

Date.....

iv) APPENDIX1-FRAUD AND CORRUPTION (*Appendix 1 shall not be modified*)

1. Purpose

- 1.1 The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act (*no. 33 of 2015*) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

2. Requirements

- 2.1 The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

- 2.2 Kenya's public procurement and asset disposal act (*no. 33 of 2015*) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:

- 1) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
- 2) A person referred to under sub section (1) who contravenes the provisions of that sub-section commits an offence;
- 3) Without limiting the generality of the subsection (1) and (2), the person shall be: -
 - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
 - b) if a contract has already been entered into with the person, the contract shall be voidable;
- 4) The voiding of a contract by Rural Electrification and Renewable Energy Corporation under subsection (7) does not limit any legal remedy Rural Electrification and Renewable Energy Corporation may have;

3. An employee or agent of Rural Electrification and Renewable Energy Corporation or a member of the Board or committee of Rural Electrification and Renewable Energy Corporation who has a conflict of interest with respect to a procurement: -

- a) Shall not take part in the procurement proceedings;
- b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
- c) Shall not be a subcontractor for the tender to whom was awarded contract, or a member of the group of tenders to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.

4. An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to Rural Electrification and Renewable Energy Corporation;

- 4.1 If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5) (a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. etc.

In compliance with Kenya's laws, regulations and policies mentioned above, Rural Electrification and Renewable Energy Corporation:

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
 - i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

- ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v) “obstructive practice” is:
 - a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - b) acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. below.
 - c) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:

 "fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of Rural Electrification and Renewable Energy Corporation or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
 - c) Rejects a proposal for award¹ of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
 - d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or recommend to appropriate authority(ies) for sanctioning and debarment of a firm or individual, as applicable under the Act and Regulations;
 - e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect² all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
 - f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

¹ For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in

A consultancy, and rendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by Rural Electrification and Renewable Energy Corporation to address specific matters related to investigations/ audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/ audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

2. TENDERER INFORMATION FORM

[The Tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date:.....*[insert date (as day, month and year) of Tender submission]*

ITT No.:..... *[insert number of Tendering process]*

Alternative No:..... *[insert identification No if this is a Tender for an alternative]*

1. Tenderer's Name:*[insert Tenderer's legal name]*
2. In case of JV, legal name of each member:*[insert legal name of each member in JV]*
3. Tenderer's actual or intended country of registration:*[insert actual or intended country of registration]*
4. Tenderer's year of registration:*[insert Tenderer's year of registration]*
5. Tenderer's Address in country of registration:*[insert Tenderer's legal address in country of registration]*
6. Tenderer's Authorized Representative Information
Name:*[insert Authorized Representative's name]*
Address.....*[insert Authorized Representative's Address]*
Telephone:.....*[insert Authorized Representative's telephone/fax numbers]*
Email Address:.....*[insert Authorized Representative's email address]*
7. Attached are copies of original documents of..... *[check the box(es) of the attached original documents]*
☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4.
☐ In case of JV, Form of intent to form JV or JV agreement, in accordance with ITT 4.1.
In case of state-owned enterprise or institution, in accordance with ITT4.6 documents establishing:
i) Legal and financial autonomy
ii) Operation under commercial law
iii) Establishing that the Tenderer is not under the supervision of the agency of Rural Electrification and Renewable Energy Corporation
☐ A current tax clearance certificate or tax exemption certificate in case of Kenyan tenderers issued by the Kenya Revenue Authority in accordance with ITT 4.14.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

OTHER FORMS

3 TENDERER'S JV MEMBERS INFORMATION FORM

[The Tenderers shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Tenderer and for each member of a Joint Venture]].

Date:*[insert date (as day, month and year) of Tender submission]*

ITT No.: *[insert number of Tendering process]*

Alternative No.: *[insert identification No if this is a Tender for an alternative]*

1. Tenderer's Name: <i>[insert Tenderer's legal name]</i>
2. Tenderer's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Tenderer's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Tenderer's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Tenderer's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Tenderer's JV Member's authorized representative information Name: Address: Telephone: Email Address:
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of Rural Electrification and Renewable Energy Corporation, in accordance with ITT 4.6.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

FORM OF TENDER SECURITY-[Option 1–Demand Bank Guarantee]

Beneficiary: _____

Request for Tenders No: _____

Date: _____

TENDER GUARANTEE No.: _____

Guarantor: _____

1. We have been informed that _____ (here in after called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here in after called" the Tender") for the execution of _____ under Request for Tenders No. _____ ("the ITT").
2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.
3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:
 - (a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
 - b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provide by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]

TENDER GUARANTEE No.: _____

1. Whereas [*Name of the tenderer*] (hereinafter called “the tenderer”) has submitted its tender dated [*Date of submission of tender*] for the [*Name and/or description of the tender*] (hereinafter called “the Tender”) for the execution of _____ under Request for Tenders No. _____ (“the ITT”).
2. KNOW ALL PEOPLE by these presents that WE of [**Name of Insurance Company**] having our registered office at (hereinafter called “the Guarantor”), are bound unto [*Name of Procuring Entity*] (hereinafter called “the Procuring Entity”) in the sum of (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Sealed with the Common Seal of the said Guarantor this ____ day of _____ 20 ____.

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:
 - a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or
 - b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers (“ITT”) of the Procuring Entity's Tendering document.

then the guarantee undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[Date]

[Witness]

[Signature of the Guarantor]

[Seal]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

TENDER-SECURING DECLARATION FORM

[The Bidder shall complete this Form in accordance with the instructions indicated]

Date:[insert date(as day, month and year) of Tender Submission]

Tender No.: [insert number of tendering process]

To: [insert complete name of

Purchaser] I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. I/We accept that I / we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation (s) under the bid conditions, because we – (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or(ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:
 - a) Our receipt of a copy of your notification of the name of the successful Tenderer; or
 - b) thirty days after the expiration of our Tender.
4. I / We understand that if I am / we are / in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid , and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:.....

Capacity / title (director or partner or sole proprietor, etc.)

Name:

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

Dated on day of..... [Insert date of signing]

Seal or stamp

QUALIFICATION FORMS

6 FOREIGN TENDERERS 40% RULE

Pursuant to ITT 4.10, a foreign tenderer must complete this form to demonstrate that the tender fulfils this condition.

Item	Description of Work Item	Describe location of Source	COST in K. shillings	Comments, if any
A	Local Labor			
1				
2				
3				
4				
5				
B	Sub contracts from Local sources			
1				
2				
3				
4				
5				
C	Local materials			
1				
2				
3				
4				
5				
D	Use of Local Plant and Equipment			
1				
2				
3				
4				
5				
E	Add any other items			
1				
2				
3				
4				
5				
6				
	TOTAL COST LOCAL CONTENT		XXXXX	
	PERCENTAGE OF CONTRACT PRICE			

7. FORM EQU: EQUIPMENT

The Tenderer shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Tenderer.

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Tenderer.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

8 FORM PER - 1

Contractor's Representative and Key Personnel Schedule

Tenderers should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

Contractor' Representative and Key Personnel

1.	Title of position: Contractor's Representative	
	Name of candidate:	
	Duration of appointment:	
	Time commitment: for this position:	
	Expected time schedule for this position:	
2.	Title of position: [_____]	
	Name of candidate:	
	Duration of appointment:	
	Time commitment: for this position:	
	Expected time schedule for this position:	
3.	Title of position: [_____]	
	Name of candidate:	
	Duration of appointment:	
	Time commitment: for this position:	
	Expected time schedule for this position:	
4.	Title of position: [_____]	
	Name of candidate:	
	Duration of appointment:	
	Time commitment: for this position:	
	Expected time schedule for this position:	
5.	Title of position: <i>[insert title]</i>	
	Name of candidate	
	Duration of appointment:	
	Time commitment: for this position:	
	Expected time schedule for this position:	

9. FORM PER-2:

Resume and Declaration - Contractor's Representative and Key Personnel.

Name of Tenderer

Position [#I]: <i>[title of position from Form PER-1]</i>		
Personnel information	Name:	Date of birth:
	Address:	E-mail:
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency:	
Details		
	Address of Procuring Entity:	
	Telephone:	Contact (manager / personnel officer):
	Fax:	
	Job title:	Years with present Procuring Entity:

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Project	Role	Duration of involvement	Relevant experience

DECLARATION

I, the undersigned.....*[insert either "Contractor's Representative" or "Key Personnel" as applicable]*, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Tender:-

Commitment	Details
Commitment to duration of contract:	.
Time commitment:	.

I understand that any misrepresentation or omission in this Form may:

- a) be taken into consideration during Tender evaluation;
- b) result in my disqualification from participating in the Tender;
- c) result in my dismissal from the contract.

Name of Contractor's Representative or Key Personnel: _____ *[insert name]*

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Tenderer:

Signature: _____

Date: (day month year): _____

TENDERERS QUALIFICATION WITHOUT PRE-QUALIFICATION

To establish its qualifications to perform the contract in accordance with Section III, Evaluation and Qualification Criteria the Tenderer shall provide the information requested in the corresponding Information Sheets included hereunder.

10 FORM ELI -1.1

Tenderer Information

Form

Date: _____

ITT No. and title: _____

Tenderer's name
In case of Joint Venture (JV), name of each member:
Tenderer's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Tenderer's actual or intended year of incorporation:
Tenderer's legal address [in country of registration]:
Tenderer's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4 <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 4.1 <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 4.6, documents establishing: <ul style="list-style-type: none">• Legal and financial autonomy• Operation under commercial law• Establishing that the Tenderer is not under the supervision of Rural Electrification and Renewable Energy Corporation
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

11. FORM ELI -1.2

Tenderer's JV Information Form
(to be completed for each member of Tenderer's JV)

Date: _____

ITT No. and title: _____

Tenderer's JV name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
<p>1. Attached are copies of original documents of</p> <p><input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 4.4.</p> <p><input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of Rural Electrification and Renewable Energy Corporation, in accordance with ITT 4.6.</p> <p>2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.</p>

12. FORM CON –2

Historical Contract Non-Performance, Pending Litigation and Litigation History

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria

☐ Contract non-performance did not occur since 1st January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.

☐ Contract(s) not performed since 1st January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, requirement 2.1

Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and Kenya Shilling equivalent)

Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria

☐ No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.

☐ Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
		Contract Identification: _____ Name of Procuring Entity: _____ Address of Procuring Entity: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
		Contract Identification: _____ Name of Procuring Entity: _____ Address of Procuring Entity: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	

Litigation History in accordance with Section III, Evaluation and Qualification Criteria

☐ No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.

☐ Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.

Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Entity: <i>[insert full name]</i> Address of Procuring Entity: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Entity" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

13. FORM FIN – 3.1:

Financial Situation and Performance

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title:

Financial Data

Type of Financial information in _____ (currency)	Historic information for previous _____ years, _____ (amount in currency, currency, exchange rate*, USD equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

*Refer to ITT 15 for the exchange rate

Sources of Finance

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of finance	Amount (Kenya Shilling equivalent)
1		
2		
3		

Financial documents

The Tenderer and its parties shall provide copies of financial statements for the last 3 years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor3.1. The financial statements shall:

- a) reflect the financial situation of the Tenderer or in case of JV member, and not an affiliated entity (such as parent company or group member).
- b) Be independently audited or certified in accordance with local legislation.
- c) Be complete, including all notes to the financial statements.
- d) Correspond to accounting periods already completed and audited.

Attached are copies of financial statements¹ for the _____ years required above; and complying with the requirements

¹If the most recent set of financial statements is for a period earlier than 12 months from the date of Tender, the reason for this should be justified.

14. FORM FIN – 3.2:

Average Annual Construction Turnover

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

		Annual turnover data (construction only)	
Year	Amount Currency	Exchange rate	Kenya Shilling equivalent
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>		
Average Annual Construction Turnover *			

* See Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2.

15. FORM FIN–3.3:

Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contractor contracts as specified in Section III, Evaluation and Qualification Criteria.

Financial Resources		
No.	Source of financing	Amount (Kenya Shilling equivalent)
1		
2		
3		

16 FORMFIN-3.4:

Current Contract Commitments / Works in Progress

Tenderers and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

No.	Name of Contract	Procuring Entity's Contact Address, Tel,	Value of Outstanding Work [Current Kenya Shilling /month Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [Kenya Shilling /month]
1					
2					
3					
4					
5					

17. **FORM EXP-4.1**

General Construction Experience

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

_____ Page _____ of

_____ pages

Starting Year	Ending Year	Contract Identification	Role of Tenderer
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	

18 FORM EXP -4.2(a)

Specific Construction and Contract Management Experience

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount	Kenya Shilling			
If member in a JV or sub-contractor, specify participation in total Contract amount				
Procuring Entity's Name:				
Address:				
Telephone/fax number				
E-mail:				
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:				
1. Amount				
2. Physical size of required works items				
3. Complexity				
4. Methods/Technology				
5. Construction rate for key activities				
6. Other Characteristics				

19. FORMEXP-4.2(b)

Construction Experience in Key Activities

Tenderer's Name: _____

Date: _____

Tenderer's JV Member Name: _____

Sub-contractor's Name³ (as per ITT35): _____

ITT No. and title: _____

All Sub-contractors for key activities must complete the information in this form as per ITT 34 and Section III, Evaluation and Qualification Criteria, Sub-Factor 4.2.

1. Key Activity No One: _____

Information				
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount				Kenya Shilling
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i) x (ii)
Year 1				
Year 2				
Year 3				
Year 4				
Procuring Entity's Name:				
Address: Telephone/fax number E-mail:				

³If applicable

2 Activity No. Two

3.

	Information
Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III:	
1	
2	
3	
4	
5	

SCHEDULE FORMS

*[The Tenderer shall fill in these Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Activity Schedules** shall coincide with the List of Non-Consulting Services specified in Rural Electrification and Renewable Energy Corporation's Requirements.]*

1. The Priced Services Schedule**DETAILED PRICE SCHEDULE (ITEMISED)**

Item	Description	Total Quote Vat Inclusive
1	Master Data Governance (MDG)	
2	Supplier Purchase Order Collaboration	
3	Human Capital Management (HCM)	
4	Concur	
5	Payroll Enhancements	
6	Extended/Advanced Warehouse Management (EWM)	
7	Extended Content Management (ECM) by Open Text	
8	Identity Access Governance (IAG)	
9	Identity Management System Integration	
10	Single Sign-On	
11	Secure Network Communication	
12	Adobe Document Services	
13	Integration of the above modules with the existing S/4HANA environment	
14	Sap Licenses and Subscriptions	

PRICE SCHEDULE SUMMARY

LOT	Description	Price
I	Project Implementation - Additional Scope	
II	Project Implementation - SAP Concur	
III	SAP Licences and Subscription	

NOTE TO BIDDERS:

For Lot I and II; whether or not the price schedule explicitly mentions a module and or resource, the price indicated by the bidder shall be taken to be include all the items in the Terms of Reference and scope of works and requirements.

Name of Tenderer Signature of Tenderer Date

1 NOTIFICATION OF INTENTION TO AWARD TEMPLATE

[This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender.] [Send this Notification to the Tenderer's Authorized Representative named in the Tenderer Information Form] For the attention of Tenderer's Authorized Representative

Name:*[insert Authorized Representative's name]*

Address:*[insert Authorized Representative's Address]*

Telephone numbers:*[insert Authorized Representative's telephone/fax numbers]*

Email Address:..... *[insert Authorized Representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION:..... This Notification is sent by: *[email/fax]* on *[date]* (local time)

Procuring Entity:*[insert the name of Rural Electrification and Renewable Energy Corporation]*

Contract title:..... *[insert the name of the contract]*

ITT No:*[insert ITT reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) Request a debriefing in relation to the evaluation of your Tender, and/or
- b) Submit a Procurement-related Complaint in relation to the decision to award the contract.

I). The successful Tenderer

Name:	
Address:	
Contract price:	

ii). Other Tenderers *[INSTRUCTIONS: insert names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out.]*

Name of Tenderer	Tender price	Evaluated Tender price (if applicable)

iii). How to request a debriefing

DEADLINE: The deadline to request a debriefing expires at midnight on *[insert date]* (local time).

You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:

Attention:*[insert full name of person, if applicable]*

Title/position:*[insert title/position]*

Agency:*[insert name of Procuring Entity]*

Email address:..... *[insert email address]*

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

How to make a complaint

Period: Procurement-related Complaint challenging the decision to award shall be submitted by *[insert date and time]*.

Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:

Attention:.....*[insert full name of person, if applicable]*

Title/position:..... *[insert title/position]*

Agency:*[insert name of Procuring Entity]*

Email address:..... *[insert email address]*

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Stand still Period and received by us before the Stand still Period ends.

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required to support the complaint.
5. The application must be accompanied by the fees set out in the Procurement Regulations, which shall not be refundable (information available from the Public Procurement Authority at info@ppra.go.ke or complaints@ppra.go.ke)

v). Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on *[insert date]* (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above.

If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of Rural Electrification and Renewable Energy Corporation:

Signature:_____ Name:_ Title/position:__

Telephone:_____ Email: _____

2 REQUEST FOR REVIEW

FORM FOR REVIEW (r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

..... APPLICANT

AND

.....RESPONDENT (Procuring Entity)

Request for review of the decision of the..... (Name of Rural Electrification and Renewable Energy Corporation ofdated the...day of20.....in the matter of Tender No.....of20..... for(Tender description).

REQUEST FOR REVIEW

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

- 1.
- 2.

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

- 1.
- 2.

SIGNED(Applicant) Dated on.....day of/...20.....

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on.....day of20.....

SIGNED

Board Secretary

3. LETTER OF AWARD TEMPLATE

[Form head paper of Rural Electrification and Renewable Energy Corporation]

.....*[date]*

To:.....*[name and address of the Service Provider]*

This is to notify you that your Tender dated*[date]*for execution of the *[nameoftheContractandidentificationnumber, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by us (Procuring Entity).

You are requested to furnish the Performance Security within 28days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms included in Section VIII, Contract Forms, of the tender document.

Please return the attached Contract dully signed

Authorized Signature:.....

Name and Title of Signatory:.....

Name of Agency:.....

Attachment: Contract

4 FORM OF CONTRACT TEMPLATE

LUMP SUM REMUNERATION

This CONTRACT (herein after called the “Contract”) is made the [day] day of the month of [month], [year], between, on the one hand, [name of Procuring Entity] (herein after called the “Procuring Entity”) and, on the other hand, [name of Service Provider] (hereinafter called the “Service Provider”).

[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: “...(herein after called the “Procuring Entity”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to Rural Electrification and Renewable Energy Corporation for all the Service Provider's obligations under this Contract, namely, [name of Service Provider] and [name of Service Provider] (herein after called the “Service Provider”).]

WHEREAS

- a) Rural Electrification and Renewable Energy Corporation has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (herein after called the “Services”);
- b) the Service Provider, having represented to Rural Electrification and Renewable Energy Corporation that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:
 - a) The Form of Acceptance;
 - b) The Service Provider's Tender
 - c) The Special Conditions of Contract;
 - d) The General Conditions of Contract;
 - e) The Specifications;
 - f) The Priced Activity Schedule; and
 - g) The following Appendices: *[Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]*

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Subcontractors

Appendix D: Breakdown of Contract

Price

Appendix E: Services and Facilities Provided by Rural Electrification and Renewable Energy Corporation

2. The mutual rights and obligations of Rural Electrification and Renewable Energy Corporation and the Service Provider shall be as set forth in the Contract, in particular:
 - a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - b) Rural Electrification and Renewable Energy Corporation shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHERE OF, the Parties here to have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of _____ [name of Procuring Entity]

[Authorized Representative]

For and on behalf of [name of Service Provider]

[**Note** :If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the Members of the Service Provider

.....[name of member]

.....[Authorized Representative]

..... [name of member]

.....[Authorized Representative]

4 FORM OF TENDER SECURITY (Bank Guarantee) *[The bank shall fill in this*

Bank Guarantee Form in accordance with the instructions indicated.] [Guarantor Form

head or SWIFT identifier code]

Beneficiary:.....*[Procuring Entity to insert its name and address]*

ITT No.:.....*[Procuring Entity to insert reference number for the Request for Tenders]*

Alternative No.:*[Insert identification No if this is a Tender for an*

alternative] Date:*[Insert date of issue]*

TENDER GUARANTEE No.:.....*[Insert guarantee reference number]*

Guarantor:*[Insert name and address of place of issue, unless indicated in the Form head]*

We have been informed that_____ *[insert name of the Tenderer, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (hereinafter called "the Tender") for the execution of _____ *[insert name of the Tender]* under Request for Tenders No. _____ ("The ITT").

Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) Has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Form of Tender ("the Tender Validity Period"), or any extension there to provide by the Applicant; or
- (b) Having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Tenderers ("ITT") of the Beneficiary's tendering document.

This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the Contract agreements signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the

end of the Tender Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

[Signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

5 FORM OF TENDER SECURITY (TENDER BOND) [The Surety shall fill

in this Tender Bond Form in accordance with the instructions indicated.] BOND NO.____

BY THIS BOND [name of Tenderer] as Principal (herein after called “the Principal”), and [name, legal title, and address of surety], **authorized to transact business in Kenya**, as Surety (hereinafter called “the Surety”), are held and firmly bound unto [name of Procuring Entity] as Obligee (hereinafter called “Rural Electrification and Renewable Energy Corporation”) in the sum of [amount of Bond][amount in words], for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHERE AS the Principal has submitted or will submit a written Tender to Rural Electrification and Renewable Energy Corporation dated the ____ day of _____, 20____, for the supply of [name of Contract] (herein after called the “Tender”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- c) Has withdrawn its Tender during the period of Tender validity set forth in the Principal's Form of Tender (“the Tender Validity Period”), or any extension there to provided by the Principal; or
- d) having been notified of the acceptance of its Tender by Rural Electrification and Renewable Energy Corporation during the Tender Validity Period or any extension there to provide by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Tenderers (“ITT”) of Rural Electrification and Renewable Energy Corporation's tendering document.

then the Surety undertakes to immediately pay to Rural Electrification and Renewable Energy Corporation up to the above amount upon receipt of Rural Electrification and Renewable Energy Corporation's first written demand, without Rural Electrification and Renewable Energy Corporation having to substantiate its demand, provided that in its demand Rural Electrification and Renewable Energy Corporation shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Tender Validity Period set forth in the Principal's Form of Tender or any extension thereto provided by the Principal.

IN TESTIMONY WHERE OF, the Principal and the Surety have caused these presents to be executed in the irrespsective names this _____ day of _____ 20_____.

Principal: _____
Corporate Seal (where
appropriate)

Surety: _____

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

6 FORM OF TENDER-SECURING DECLARATION

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

Date:..... *[date (as day, month and year)]*

ITT No.:*[number of Tendering process]*

Alternative No:..... *[insert identification No if this is a Tender for an alternative]*

To:..... *[complete name of Procuring Entity]* We, the undersigned, declare

that: We understand that, according to your conditions, Tenders must be supported by a Tender-Securing

Declaration.

We accept that we will automatically be suspended from being eligible for Tendering or submitting proposals in any contract with Rural Electrification and Renewable Energy Corporation for the period of time of *[number of months or years]* starting on *[date]*, if we are in breach four obligation(s) under the Tender conditions, because we:

- a) Have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or
- b) having been notified of the acceptance of our Tender by Rural Electrification and Renewable Energy Corporation during the period of Tender validity, (i) fail to sign the Contract agreement; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITT.

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

Name of the Tenderer* _____

Name of the person duly authorized to sign the Tender on behalf of the Tenderer** _____

Title of the person signing the Tender _____

Signature of the person named above _____

Date signed _____ day of _____, _____

*: In the case of the Tender submitted by joint venture specify the name of the Joint Venture as Tenderer

**: Person signing the Tender shall have the power of attorney given by the Tenderer attached to the Tender

[Note: *In case of a Joint Venture, the Tender-Securing Declaration must be in the name of all members to the Joint Venture that submits the Tender.*

PART II – PROCURING ENTITY'S REQUIREMENTS

SECTION V - ACTIVITY SCHEDULE

Objectives

The objectives of the Activity Schedule are

- a) to provide sufficient information on the quantities of Services to be performed to enable Tenders to be prepared efficiently and accurately; and
- b) when a Contract has been entered into, to provide a priced Activity Schedule for use in the periodic valuation of Services executed.

In order to attain these objectives, Services should be itemized in the Activity Schedule in sufficient detail to distinguish between the different classes of Services, or between Services of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Activity Schedule should be as simple and brief as possible.

Day work Schedule

A Day work Schedule should be included only if the probability of unforeseen work, outside the items included in the Activity Schedule, is high. To facilitate checking by Rural Electrification and Renewable Energy Corporation of the realism of rates quoted by the Tenderers, the Day work Schedule should normally comprise the following:

- a) A list of the various classes of Services, labor, materials, and plant for which basic day work rates or prices are to be inserted by the Tenderer, together with a statement of the conditions under which the Service Provider will be paid for services delivered on a day work basis.
- b) Nominal quantities for each item of Day work, to be priced by each Tenderer at Day work rates as Tender. The rate to be entered by the Tenderer against each basic Day work item should include the Service Provider's profit, over heads, supervision, and other charges.

Provisional Sums

The estimated cost of specialized services to be carried out, or of special goods to be supplied, by other Service Providers should be indicated in the relevant part of the Activity Schedule as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by Rural Electrification and Renewable Energy Corporation to select such specialized Service Providers. To provide an element of competition among the Tenderers in respect of any facilities, amenities, attendance, etc., to be provided by the successful Tenderer as prime Service Provider for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Activity Schedule inviting the Tenderer to quote a sum for such amenities, facilities, attendance, etc.

These Notes for Preparing an Activity Schedule are intended only as information for Rural Electrification and Renewable Energy Corporation or the person drafting the tendering document. They should not be included in the final documents.

PERFORMANCE SPECIFICATIONS

LOT I: PROJECT IMPLEMENTATION – ADDITIONAL SCOPE

REREC is in the process of optimising its SAP solution and after evaluation of the currently deployed system and based on user requirements gathered, REREC now wishes to procure additional works due to increased scope arising from the aforementioned evaluation and requirements gathering to ensure that the entire gamut of processes at REREC are catered for in the optimisation project.

NOTE

REREC has contracted BSK Global Technologies Ltd. in a joint venture with CON.SE s.r.l for LOT I. the potential bidder will be incorporated into the project management team of the implementer and will have the same milestones as the incumbent.

1. Scope of Work – Part 1

From the SAP Readiness Check for SAP S/4 HANA carried out on REREC's SAP ECC system some components were deemed as incompatible with S/4 HANA i.e SLC and MM-SUS both of which are integrated with SAP SRM, ECC, SUS, CLM and PI/PO. Additionally, REREC intends to extend the automation of its inventory management activities to ensure seamless end to end business processes.

REREC intends to replace the incompatible components in the current landscape and have a seamlessly integrated solution without loss of any of the current functionality.

The scope of works is as follows:

1.1 MDG-S

- a. Supply, implementation, installation, configuration, data migration, integration testing, training, commissioning, maintenance, support of the SAP MDG-S as per SAP ACTIVATE methodology.
- b. Training for REREC officials as per the ACTIVATE methodology (Trainers must have 10years of experience in their respective field of expertise)
- c. System integration between the newly deployed system and existing REREC systems (S/4 HANA, SRM, PI, CLM) for Streamlined Supplier Distribution within S/4 HANA.

1.2 Supplier Purchase Order Collaboration

REREC currently runs on an MM-SUS integration with SRM, this functionality enables suppliers to receive purchase order documents online, perform purchase order response to confirm delivery status and submit an online invoice payment request to the business for internal planning and monitoring. This functionality is not supported in S/4 HANA and REREC requires a solution development using S/4 HANA user interface technology with SAP S/4 Hana business application integration, the solution will also integrate with the existing SRM system which REREC will retain

1.3 Extended/Advanced Warehouse Management

From the evaluation carried out on RERECs business processes; the functional scope of the ongoing optimization project required extension to incorporate advance inventory management functionality as detailed in the Annex A below.

1.4 Payroll Enhancements

Currently REREC runs payroll on SAP ECC. Due to changes in the business dynamics, REREC requires to carry out enhancement of the payroll module currently being deployed as the requirements in Annex A.

1.5 Extended Content Management – Open Text

REREC intends to reduce the use of physical documents in carrying out its business processes. It is required that this will be achieved through the following: document management, collaboration, archiving and certified Records Management, along with application-spanning virtual views of related information to our business processes, providing a unique competitive advantage on the path to digital transformation. The functional requirements are as detailed in Annex A below.

1.6 Identity Access Governance, Identity Management system integration, SSO and SNC

Identity Access Governance will integrate with Identity Management System, Single Sign On, Secure Network connection and Governance Risk and Compliance Access Control to provide access request management, user provisioning, password self-service for both on premise and cloud solutions; HANA, Fiori, Solution Manager, GRC, GIS, Concur, Success Factors, Supplier Portal.

1.7 Adobe Document Services

REREC intends to implement Adobe Document Services to achieve seamless SAP document generation, printing and digital signing of the same. The requirements are detailed in Annex A of the document.

2. Scope of Work – Part 2

2.2 MDG – Supplier, Material and Financial

- a. Supply, implementation, installation, configuration, data migration, integration testing, training, commissioning, maintenance, support of the SAP MDG-Supplier, Material and Financials as per SAP ACTIVATE methodology.
- b. Training for REREC officials as per the ACTIVATE methodology (Trainers must have 10years of experience in their respective field of expertise)
- c. System integration between the newly deployed system and existing REREC systems (S/4 HANA, SRM, PI, CLM) for Streamlined Supplier Distribution within S/4 HANA.

LOT II: PROJECT IMPLEMENTATION - CONCUR

The following highlights the high-level scope for SAP Concur Implementation at REREC.

Module	Module Requirements
Request	<p>Policy management functionality in SAP Process Control helps manage the policy lifecycle in an organisation. Policy Management involves creating, maintaining, publishing, communicating, and enforcing of policies, as well as measuring policy compliance through the organisation.</p> <p>Ability of the employee to request for Travel Insurance along with the Travel Request and attach the requisite documentation.</p>
Expense	<p>SAP Process Control's multiple-compliance framework enables organisations to implement a variety of compliance initiatives, such as financial compliance, operational compliance, or others as needed. The multi-compliance framework allows companies to manage requirements from different regulations and mandates from one central place.</p>
Cash Advance Request	<p>To protect the company's financial and management data, manage risk, comply with statutory regulations and internal initiatives, and adhere to company policies, businesses establish internal controls. These controls can help ensure compliance, mitigate risk, safeguard company assets, and achieve business goals and objectives.</p> <p>From a very high level, manual control evaluations in SAP Process Control help management determine and document whether their company's internal controls are designed well and are operating effectively. With this tool, management can monitor and review controls regularly and identify issues on a timely basis.</p>
Reporting	<p>SAP Process Control facilitates the automated testing and monitoring of SAP and non-SAP data to help ensure controls in organisation's ERP environment and other systems are operating effectively, and to identify weaknesses or potential deficiencies on a timely basis.</p>
Workflows	<p>The ability to apply the relevant approvals for Expenses, Requests and Cash Advance Request</p>
Employee and Manager Self Service	<p>The ability of employees (ESS) managing their requests, expenses and cash advance request and managers (MSS) to approve the same</p>
Single Sign On	<p>The ability for the solution to integrate with a Single Sign on landscape.</p>
S/4 HANA, Success Factors integration with SAP Concur	<p>The ability of the solution to integrate with S/4 HANA Suite and Success Factors and necessary protocols such as Encrypted FTP (FTP/PGP) interface</p>
Fiori Integration	<p>Ability of the solution to be accessible via Fiori Apps.</p>
Master Data	<p>SAP Success Factor being the leading system for Employee master data, Concur will retrieve this data and organisation chart data from Success Factors. Data on controlling objects will be retrieved from S/4 HANA FI/CO module.</p>

The detailed functional requirements for SAP Concur are listed under Annex A

DELIVERABLES FOR LOT I AND LOT II

The implementation shall include (but is not limited to) the following key deliverables:

1.1 Software

Install, configure and integrate all modules, features/functionalities on premise with the exception of Concur which will be Cloud based to facilitate seamless enterprise-wide integration across REREC's application systems and relevant external systems.

1.2 Implementation Services

The ERP Implementer must develop a comprehensive and detailed approach and strategy for the implementation of the solutions, for REREC as per SAPs ACTIVATE methodology using Solution Manager.

This shall include but is not limited to the following:

- a. Project Scope and Plan
- b. Project implementation plan in phases with timelines that fall within the ongoing implementation.
- c. Data Migration Proposal for implementation of the solutions detailing the data management activities to be carried out.
- d. Testing plan
- e. Training plan
- f. Cut-over, commissioning and landscape transition plan
- g. Go live plan
- h. Post Go live support plan

Customization/ Development should be kept to a minimum and as far as possible industry best practices should be adhered to. Wherever absolutely required Customization / Development should be done in a manner that it gives a reasonable assurance of upward compatibility with future versions of the platform. The development / customization should be as per a defined quality assurance program throughout the project period. It should meet industry standards and quality control parameters.

The developments must meet the requirements of security, performance, ease of use for operations, administration and management. Typically, only SAP recognized or industry standard methodologies should be used.

1.3 Project Duration

The implementation of LOT I and II should be completed within 60 days of project kick-off.

1.4 Testing Services

Conduct testing for the system, application and any customised components. Testing shall include, but not limited to the following (ERP Implementer may propose others, based on their strategy / methodology):

1. Unit Testing
2. Performance / Volume Testing (OEM tools shall not be used for this testing)
3. System Integration Testing (Implementer)
4. User Acceptance Testing (UAT) Facilitation

NB: Components will be considered to have passed testing when REREC users accept the results

1.5 Training

Functional and technical training to business & IT staff on operating and using the solution including database and application software. The Implementer should provide training on application software and other areas to the project team from REREC. The training duration will be suggested by the Implementer and guided by the content required. The test environment required for the training has to be set up by the Implementer before the training commences. The Implementer should provide detailed training on the solution to officials of REREC. Training materials should be provided as; End User Manuals, Executive Manuals and Super User Manuals.

1.6 Cutover Data

The Implementer will provide the data update plan and will be responsible for all data updates to SAP System. The Implementer will provide all the master data formats etc. to ensure proper data updates.

1.7 Managing go live

The Implementer will provide a detailed list of specific activities to be completed before the go live event. The project plan submitted by the vendor must ensure that the activities are completed before the event. The project plan must be in line with the existing S/4 HANA implementation plan. (can be aligned during kick-off meeting).

All training programs must be completed before the go live event. The go-live event will be dependent on the successful UAT sign-off.

1.8 Post go-live support

The Implementer will provide handholding and onsite support for at least six (6) months per module after go live stage to resolve all implementation, operational issues and an additional twelve (12) months off site support. This can further be discussed during kick-off. All the documents will also be converted to final release version during this stage.

The post go-live support will address all user level queries, fixing bugs, incorporation of new requirements owing to legal, statutory and policy changes, changes to configurations, patch updates, upgrades, database administration, security, etc. For this purpose, the bidder is expected to provide a detailed process to be followed for logging requests, assigning requests to specific individuals, recording resolution, tracking overall time taken for resolution, etc.

1.9 Network Requirements

REREC will provide the Network infrastructure, however the Implementer may provide the details of the network requirements for the proposed solution.

1.10 Project Management

The Implementer will work with the current Project Management Office to ensure the below is done.

Project management will include the following:

- a. Ensure timely delivery of all the deliverable related to ERP as mentioned in this RFP.
- b. Suggest the hardware and network requirements
- c. Support evaluation of hardware and networking proposals for procurement
- d. Oversee delivery and installation of IT infrastructure as per detailed bill of material and specification of hardware and networking equipment.
- e. Co-ordinate between various stakeholders
- f. Manage the total project i.e. delivery, customization and implementation, coordination for site preparation, networking and hardware delivery.
- g. Participate in all meetings and report to Steering Committee
- h. Define and control project scope with a well-defined Change Request Management procedure
- i. Monitor risk management aspects and project delays
- j. Ensure synchronization of all the activities of the project i.e. development, IT infrastructure procurement, implementation, training etc.
- k. Use approved Project Management methodology to carry out its mandate (SAP Activate Methodology)

1.11 Change Management

Implementation of new or changed business processes will affect users in REREC and require change in the functional processes followed.

The Implementer will work with the current Change Management team to ensure the successful implementation and usage of the system by the officials of REREC. Towards this end the Implementer shall detail out a plan to ensure change management focused on proper implementation of the project, enhancing system adoption and creating a support structure for SAP.

The implementer will work with the OCM team to ensure the following objectives are met:

- Drive project implementation
- Identify and manage resistance to change
- Anticipate, analyse, and understand the impacts of change on people and processes
- Prepare the workforce for the new environment
- Design the measures and metrics required for the success of the project

1.12 Documentation

The first set of documents is linked to functional, hardware and security specifications of the project.

The successful bidder's consultants will study the business processes and furnish the following documents:

- a. Business Process Blueprint Document.
- b. Process Mapping with S/4 HANA
- c. Security & Control Specifications

- d. Project Plan Documents (Data Migration Strategy Document, Issues Management Strategy Document, Risk Management Strategy Document and Quality Management Plan Document)
- e. All Documentation as stipulated in SAP Activate Methodology. This will include installation and commissioning of MDG-S and PO Collaboration, carrying out the customization, and achieving specific developments for REREC.
- f. The consultant will also furnish at least the following documents (The Implementer may propose others, based on solution offerings)
 - Custom development functional specifications document
 - Custom development technical specification documents All user guides
 - Unit and integration test scripts
 - User acceptance testing test scripts
 - Cutover strategy document
 - Installation procedure document
 - System administrator's routine maintenance procedure document
 - Any other, as appropriate and identified during the course of the project
 - Configuration Documents for all implemented Modules

1.13 Project Team Structure

The Implementer will have representation in the existing project governance structure teams i.e Steering Committee, Project Management Team, a core project Implementation team and Quality Management team.

2.3.1 Steering Committee

The purpose of the Steering Committee is to meet periodically – typically monthly or as may be agreed /required to discuss the overall status of the project. Any issues that affect the project from a scope, timing, resource, cost standpoint or that cannot be resolved at the work team level should be discussed and resolved by the Steering Committee. The overall responsibility of this committee is to maintain and set policy and direction for the project. The attendees from the Implementer in the steering committee meetings must be officials of senior management (typically Project Director/ Project Manager) who will be able to take decisions on pertinent points. REREC will subsequently define the members of the steering committee.

2.3.2 Project Management Office

Will Include the Contracted Project Manager, REREC Selected Staff and Implementer Project Manager
Responsibilities shall include but are not limited to:

- a. Reporting to Steering Committee
- b. Business Requirements Documentation approach
- c. Comprehensive Project Plan in line with SAP Activate Methodology
- d. Comprehensive Risk Log
- e. Reporting Templates and standards
- f. Periodic Progress Reports
- g. Achieved Milestones
- h. Escalation and follow up where milestones are at risk
- i. Change Management Implementation approach

REREC Project Implementation Team

REREC will define a project team comprising of REREC officials and / or Consultants to support and facilitate the Implementer in defining and facilitating the entire implementation of the project.

Project Implementation Team will have minimum of 1 dedicated fulltime staff for each business process in all implemented modules including the ICT team.

Responsibilities shall include but are not limited to the following;

- a. Reporting to the Project Management Office
- b. Provide business requirements before, during and after implementation
- c. Test all scenarios in their respective areas.
- d. Become the Super User of the area
- e. Become the Train the trainers person in the area
- f. Work Closely with the Implementer Consultant on behalf of REA

2.3.3 Quality Assurance Team

Will be done by the incumbent contracted QA team and their Responsibilities will include but will not be limited to:

- Reporting to the Project Management Office and or Steering Committee
- Ensure K rate 5 or equivalent and above SAP Consultants are provided for QA
- Perform QA at all levels of the project phases Project Report on all QA done and Recommendations

2.3.4 ERP Implementer Project Team

The ERP Implementer shall propose a project team which will be addressing all the needs of the smooth implementation of the project including but not limited to the following roles:

- Project Director
- Project / Program Manager
- Functional Consultants
- Technical Consultants
- Change Management Consultant

Responsibility of this team is to deliver in full the scope of works as stipulated in this RFP

1. Project Governance

3.1 Project Timelines

These Milestones will be in line with the SAP Activate Methodology

Table 1

No.		Milestone	Tentative Date
1.		Engagement Letter of offer	TBA
2.		Kickoff Meeting	TBA
3.		Submission of the hardware plan	TBA
4.	Prepare	<ul style="list-style-type: none"> Project scope defined Project team staffed and trained Project team organization, responsibilities, and location established Rollout plan mandates and constraints defined Policies for to-be organization defined System retirement objectives, mandates, and constraints defined Development environment, including pre-assembly established Training budget and approach agreed Key stakeholders for communications identified Implementation plan defined	TBA
5.	Explore	Solution prototype baseline system for Solution Validation workshops ready <ul style="list-style-type: none"> Solution walk-throughs completed Completed business process design Completed functional gap analysis Mapping of process to solution completed Defined IT landscape and technology design Communications plan defined for organizational change management Project team trained Phase quality assessment conducted	TBA
6.	Realize	<ul style="list-style-type: none"> Solution configuration completed in each iteration Functionality reviewed and accepted by business users Integration testing of a release complete Data migration testing conducted Project team and key users trained End-user system infrastructure ready User acceptance testing completed Technical testing completed (including performance, load, high-availability) Phase quality assessment conducted Readiness for production release confirmed	TBA

7.	Deploy	<ul style="list-style-type: none"> • Data conversion completed • End-user training completed • Production environment fully set up • Support organization established • Organization readiness for transition confirmed • Go/no-go decision secured • Go-live activities conducted • Post-production support via “extra-care” provided Project closed	TBA
8.	Run	<ul style="list-style-type: none"> • Identification of operation standards for optimizing solution operation conducted • Design, setup and operation of SAP operations standards completed Tool implementation (primarily SAP Solution Manager scenarios for operation) completed	TBA
9.		<ul style="list-style-type: none"> • Go Live – including Data Upload 	TBA
10.		<ul style="list-style-type: none"> • Onsite support 	For a period of 6 months from date of go-live
11.		<ul style="list-style-type: none"> • Offsite support 	For a period of 12 months from date of go-live

Note: Timelines for these milestones would be mutually agreed between REREC, Project Management Consultant, QA and ERP Implementer during the finalization of the project Plan

3.2 Project Location

The project will be executed from REREC’s office KAWI House, Nairobi Kenya.

3.3 Roles and Responsibilities

The bidders will have to share roles and responsibilities matrix identifying clearly the following:

- Roles and responsibilities of the Implementer
- Key roles and responsibilities expected from REREC and their involvement (full time, part time, etc.).
- Roles and responsibilities of various team members within the Implementer Project Team.

3.4 Change Request Management

The methodology to manage changes in scope and schedule during the course of the project must be described clearly in the bid. The Implementer will have to ensure that the change requests are adequately handled. Minor change requests will be handled by the Implementer within the scope of the existing project without any additional financial implications. Major changes could be additionally charged based on the per man month rate quoted in the financial bid. Major changes will be mutually agreed upon between Implementer, QA, PMO and REREC.

Note:

- Major changes are defined as changes that are out of scope and substantial effort to develop
- Any financial implications arising out of variations are bound by the Public Procurement and Disposal Act

3.5 Problem Resolution and Escalation Matrix

In case of any problems and issues during the course of the project there should be a detailed escalation matrix provided to ensure timely resolution of the issues. The escalation matrix should help provide a quick and orderly method of notifying REREC and Implementer that an issue is not being successfully resolved. Refer to the Communication Management Strategy Document and the Issues Management Strategy Document.

Escalation should take place on an exception basis and only if successful issue resolution cannot be achieved in a reasonable time frame.

- a. Either REREC, QA, PMO or the Implementer can initiate the procedure
- b. Initiator should promptly notify the other parties that management escalation will be initiated
- c. Management escalation will be defined as shown in the contact map as shown below. The contact map will be decided mutually by all parties.
- d. Escalation will be one level at a time
- e. The last level of escalation is the steering committee

Escalation Matrix

Table 2

Level of Escalation	REA	ERP Implementer
1	Core Implementation Team	REREC PM
2	PMO & QA	PMO & QA
3	Steering Committee	

There should be a different escalation matrix for the “implementation and handholding & onsite Support phase” and a separate escalation matrix during the off site support period.

3.6 Implementer Commitment

The implementation team must be on site full time during project implementation.

The consultants proposed in the response must be the same as those on-site during implementation of the project.

LOT III: SAP LICENSES AND SUBSCRIPTION

REREC is in the process of optimising its SAP solution and after evaluation of the currently deployed system and based on user requirements gathered, REREC now wishes to procure additional SAP licenses and subscriptions to ensure that the entire gamut of processes at REREC are catered for in the optimisation project.

To achieve this, REREC wishes to invite licensed SAP Partners to give competitive bids for the following licenses

Schedule of licenses

PART	No.	License	UOM
PART I	1	Master Data Governance (MDG) – for Suppliers	1 block (5000 master data objects)
	2	Cloud Identity Access Governance	Monitor over 300 individuals on a monthly basis
	3	Adobe Document Services	15 users
	4	8008410- SAP Integration Suite, basic edition	LOT
PART II	1	Master Data Governance (MDG) – for supplier, material and financials	1 block
	2	Cloud Identity Access Governance	Monitor over 300 individuals on a monthly basis
	3	Adobe Document Services	15 users
	4	8008410- SAP Integration Suite, basic edition	LOT

Note 1: Depending on the commercials received, REREC will either award PART I or PART II for the above schedule of licenses.

ANNEXURE A – FUNCTIONAL AND TECHNICAL REQUIREMENTS

LOT I

1. Supplier Master Data Governance – Supplier Master Data

Requirements

- i. Ability to Capture Supplier Registration master data over a web portal and transmit this for approval to the buy side.
- ii. Approval of submitted supplier Registration data on the buy side.
- iii. Ability to capture and transmit to the buy side Master data maintained on the supplier portal (sell side) such as:
 - User accounts and their roles
 - Purchasing data
 - Finance data e.g bank detail
 - Inventory Authorisation – (material collection authorisation)
- iv. Ability of the buy side users to approve master data captured on the supplier portal
- v. Supplier portfolio management i.e Hierarchies, master data, certificate status
- vi. Supplier qualification for categories e.g materials and services to be supplied
- vii. Supplier Category management activities e.g maintenance of supplier categories, and buyers responsible for the categories.
- viii. Supplier Performance Evaluation
- ix. Supplier Certificate management e.g Tax compliance certificate submission and validity.
- x. Supplier Classification (e.g Disadvantaged groups, Manufacturers, special groups)
- xi. Activity Management e.g tasks assigned.
- xii. Master data distribution to S/4 HANA and Supplier Purchasing Collaboration Solution
- xiii. Integration of the solution with S/4 HANA
- xiv. Associated Workflows
- xv. Ability for Suppliers to self-maintain data online
- xvi. Provision supplier financial data maintenance online
- xvii. Restore Supplier distribution with the main Enterprise Management application
- xviii. Ability to verify supplier data governance requirements
- xix. Perform data quality checks, reporting and analytics
- xx. Ability to consolidate enterprise management supplier master data
- xxi. The solution must be able integrate with SAP Enterprise Management solutions
- xxii. Provide core central master data maintenance functionality
- xxiii. Implement configurable workflow
- xxiv. Maintain Supplier Distribution with Enterprise Management Application
- xxv. Configure data replication using Service Oriented Architecture
- xxvi. The solution must provide comprehensive master data management to streamline REREC business processes
- xxvii. Implement comprehensive solution for Finance master data governance
- xxviii. Knowledge Transfer

2. Supplier Purchase Order Collaboration

Requirements

- i. Purchase Order transmission to supplier portal from S/4
- ii. Purchase order confirmation/acceptance or rejection within the portal
- iii. Creation and Transmission of Shipping notifications for delivery of goods to S/4 HANA
- iv. Transmission of Good Receipt Notification for accepted shipping notifications to supplier portal.
- v. Creation of Service Activity Confirmation against the PO items on the supplier portal and transmission to S/4 HANA
- vi. Transmission of Cancelled Goods Receipt Notifications from S/4 HANA to the supplier portal
- vii. Invoice creation against Goods Receipt Notes on the supplier portal and transmission to S/4 HANA.
- viii. Credit Notes raised against invoices on the supplier portal and transmission to S/4 HANA.

- ix. Raising of Debit memo against an invoice and transmission to S/4 HANA
- x. Attachments of files to all documents generated and transmission between the source and target system
– .xml, .pdf, .doc
- xi. The collaboration portal should be common with the existing portal for bidding and master data maintenance.
- xii. Integration with S/4 HANA for all generated documents
- xiii. Synchronised document status, document texts and quantities for all generated documents between target and source systems.
- xiv. Detailed payment status for invoices i.e invoice verification, dispatch of funds to vendor's bank.
- xv. The collaboration solution should be able to provide all functionality provided by MM-SUS in its integration with S/4 HANA.
- xvi. Associated workflows
- xvii. Online Procurement Supplier Collaboration
- xviii. Supplier Document Collaboration and Integration with Warehouse Management
- xix. Online Supplier Invoice Processing
- xx. Ability to capture and submit supplier supporting documentation online
- xxi. Ability to integrate with Enterprise Management internal processes
- xxii. Ability to authenticate supplier access with existing supplier information repository
- xxiii. Ability to process supplier purchasing documents online
- xxiv. Provide an online platform for Enterprise Management Supplier Collaboration
- xxv. Enable Suppliers to access purchasing documents online via the internet
- xxvi. Provide functionality to track historical supplier purchasing collaboration documents
- xxvii. Enable Suppliers to track collaboration document status online
- xxviii. The online supplier collaboration must be able to integrate with current customer S/4Hana Enterprise Management Application
- xxix. The solution must be able integrate with SAP Enterprise Management solutions
- xxx. REREC prefers that the solution is accessible via a secure website that does not require the use of client-side scripts, downloads or other installed software to operate. Vendor should detail solution accessibility
- xxxi. Knowledge Transfer

3. SAP Extended / Advanced Warehouse Management

- i. Streamline supply chain execution
Trace batches from end-to-end over multiple process steps and locations.
- ii. Optimise warehouse operations
Allow mixed and layered pallet building, consolidate and complete partial stock units, and set up labour structures and standards to support advanced tracking.
- iii. Improve retail process efficiency
Streamline e-commerce returns, support flexible picking for multiple customer orders in a single pick run, and manage customer-initiated delivery changes or cancellations
- iv. Inbound processing management
Validate data for advanced shipping notifications and receive goods and optimise receipt processes with direct receipts from production.
- v. Storage and internal process control
Get information on multiple stock ownership, physical inventory and cycle counting along with visibility of stock in the yard.
- vi. The solution should integrate with ArcGIS to provide indoor and outdoor survey of REREC stores layouts, which will form the framework for implementation of ArcGIS Indoors solution for inventory management.
- vii. Fine-tuning for outbound processes
Schedule pick/pack/ship activities in two waves and create optimised work packages by using augmented reality and voice picking.
- viii. Cross-functional features
Manage batches, serial numbers, and catch weights along with scheduled dock appointments.
- ix. Improve basic warehouse management processes
Enhance stock transparency and control by focusing on inventory management, inbound and outbound processing, goods movement, physical inventory, and reporting.
- x. Support advanced warehouse management

- Optimise material flow control, yard management, labour management, value-added services and kitting.
- xi. Integrate advance inventory management solution with supplier online collaboration systems
- xii. The solution must be able to integrate with customer transport management
- xiii. The solution must provide REREC with options to integrate with mobile platform that will enable the workers in the warehouse receive instructions on where to put away received materials, process goods issue picking requirements and respond to them from their mobile devices

4. Payroll Enhancements

- 1.1 Insurance relief to be configured in the system the same way the Personal relief is done (Deducted from the calculated PAYE). Insurance relief is calculated.
 - i. 15% of the premium subject to a maximum of 5,000 per month.
 - ii. Deducted from the Calculated PAYE ((The same way the 2,400 personal relief is done)
 - iii. Doesn't require a GL account since it is not paid to KRA (The same way the 2,400 personal relief is treated)
 - iv. Applicable to all persons with Insurance deduction captured in payroll
 - v. To be reflected in P9 extract
- 1.2 Disability Tax Exemption to be configured in the system (Captured before the normal PAYE is calculated, the same way allowable deductions are done)
 - i. Granted only to persons living with disability (Upon clearance done by KRA for exemption)
 - ii. This exemption applies to the first Kes. 150, 000 per month
 - iii. Excess of the 150,000 is taxed in the normal way
 - iv. Doesn't require a GL account since it is not paid to KRA (Treated the same way the allowable deductions are done)
 - v. To be reflected in P9 extract

5. Extended Content Management - Open Text

- i. Ability to manage metadata consistently across business applications
- ii. Capability to integrate procure-to-pay supporting documentation across business applications
- iii. Integrate Enterprise Content Management with existing business enterprise management applications
- iv. Ability to integrate business unstructured content with business application transaction objects and data
- v. Collaborative workspaces to connect business users and content, inside and outside of SAP Enterprise Management application
- vi. Configure content-integrated business processes across applications
- vii. Implement Data Volume Management Strategy
- viii. The solution must enable the business to establish data archiving practise
- ix. The ability for the solution to provide a central portal where all relevant attachments to a business process will be viewed, the user doesn't have to navigate through different systems to access these documents.

Example of Documents to be managed in a typical Finance Process

- Tax compliance certificate scanned and uploaded by vendor in SLC
- Vendor Invoice number generated in SUS
- Vendor Invoice number generated Internally in ECC. This is automatically generated.
- Delivery notes scanned and uploaded in ECC while posting Inbound deliveries
- Professional Opinion scanned and uploaded in SRM while creating shopping carts
- Vendor Statement of account scanned and uploaded by vendor in SLC
- Vendor ETR scanned and uploaded into SLC
- Contract document
- Inspection reports scanned and uploaded in ECC while posting Inbound deliveries
- PO document, printed, signed
- x. Knowledge transfer

6. Identity Access Governance, Identity Management System Integration, SSO and SNC

- i. Implement Cloud Identity Access Governance Management Solution
- ii. Implement Single Sign-On Multifactor Authentication

- iii. Implement integration with GRC access control primary systems
- iv. Enable integration with existing non-Enterprise Management applications
- v. The business requires a solution that will provide access risk analysis tools across enterprise cloud applications
- vi. Provide password self-service management for internal and external enterprise management resources
- vii. Ability to provide self-establishment services across enterprise cloud applications
- viii. Access Request Management (for SAP and Non-SAP Systems); job scheduler – HR Triggers to prompt assignment updates based on position changes in Success Factors.
- ix. User and role provisioning across on premise and cloud systems.
- x. Implement SNC across the SAP landscape
- xi. Implement Access certification; campaigner review inbox, access certification audit log, job scheduler enhanced with access certification, create campaign review request job.
- xii. Implement Access analysis.
- xiii. Bridget scenario for SAP access control and SAP identity governance; extended user access review.

7. Adobe Document Services

- i. Implement Adobe Document Services for all on premise and cloud modules/systems; S/4 HANA suite, CLM, Success Factor, GRC, SAP Concur.
- ii. The solution must provide functionality to automate generation of business forms, ability to print and digitally sign the forms.
- iii. Ability to create interactive forms across REREC Enterprise Departments for all system generated documents that require digital signatures.
- iv. Migration of existing legacy business forms into Adobe Document Services
- v. Ability to build new custom business interactive forms and integration with Digital Signatures

LOT II

SAP CONCUR FUNCTIONAL REQUIREMENTS

1. Delegation Configuration

The following delegation settings will be required will be configured for REREC Delegation business scenario:

- i. Restrict Delegates to Group – No
- ii. Require Approval Role for Approval Delegation – Yes
- iii. Restrict Approvers to those with Equal or Higher Authorized Approver Limits – No (only applicable if using value limit authorized approvers in workflow)
- iv. Can Prepare Reports/Requests - Yes
- v. Can Submit Expense Reports/Cash Advances - Yes
- vi. Can Submit Requests – Yes
- vii. Can Use Reporting – Yes
- viii. Can View Receipt Images for Reports – Yes
- ix. Can Approve Cash Advances Reports/Requests (any time) – Yes
- x. Can Approve During a Specific Time Period - Yes
- xi. Can Preview Report/Request for Approver - Yes
- xii. Need Approver Role to Approve - Yes
- xiii. Maximum Time Period to Approve (90 Days) – 90 days

2. Travel Management Requirements

The Concur Request will be electronically processed through the SAP Concur system. The following prerequisites must be addressed before processing your Concur Request:

Employee travel requests will follow an internal REREC process as captured in Figure 5 – the flight booking process will be managed separately and manually by the procurement & sourcing department for booking proposals.

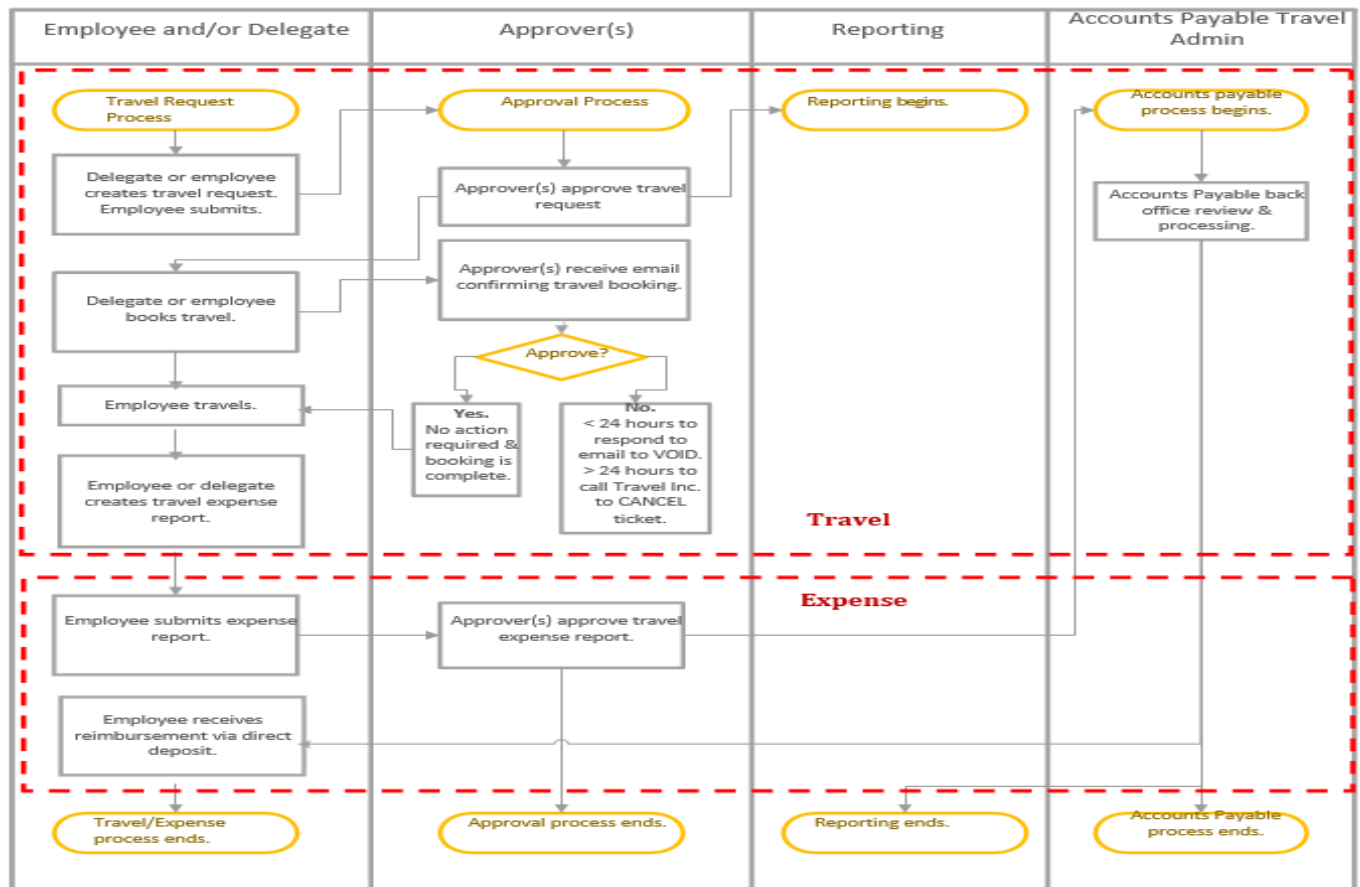


Figure 5: REREC Concur Travel Request Process

2.1 REREC Travel Request – Approval Workflow

The requirement for REREC in travel request is as follows:

- For staff advance request process to have budget availability check functionality linked to FI/CO
- For staff advance request process to commit budget from the respective controlling object and staff account in S/4 HANA FI/CO
- The workflow routing will be as shown in the process flow below:

Scenario 1



Scenario 2



Notes: In scenario 2 – Payroll team will connect to the Travel Desk offline for the quotation and once travel desk will share the quotation, payroll team will share this to employee with tickets.

3. Expense Management Requirements

REREC will use Concur Cloud-based travel and expense solutions to enable its employees to plan trips and create expense reports.

- This information will be transferred to REREC's S/4 Hana financial system for posting.
- Integration with SAP S/4HANA on-prem will enable the organization to export cost objects, import expense reports and cash advances ready for posting, and export posting confirmations.

Expense Workflow Process

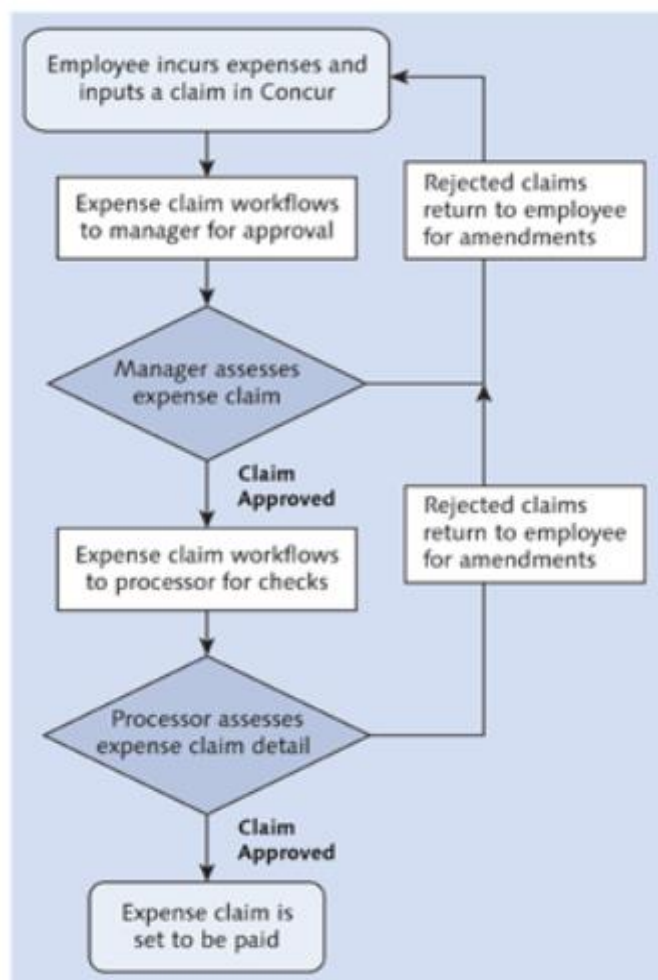


Figure 7: Concur Expense Workflow Process

3.1 Travel Request Policy

The request policy requirement for REREC Concur implementation will be guided by RERECs Foreign Travel policy. This will be provided during implementation workshops.

3.2 Expense Types

REREC will provide the expense types among other information in the SAP Concur Customer Design workbook during implementation of the module.

3.3 Expense Approval Workflow

The requirement for REREC is to route the workflow according to the process flow below:



3.4 Taxation

Concur localization will be delivered according to the tax rules relevant to REREC tax authority i.e. Kenya Revenue Authority.

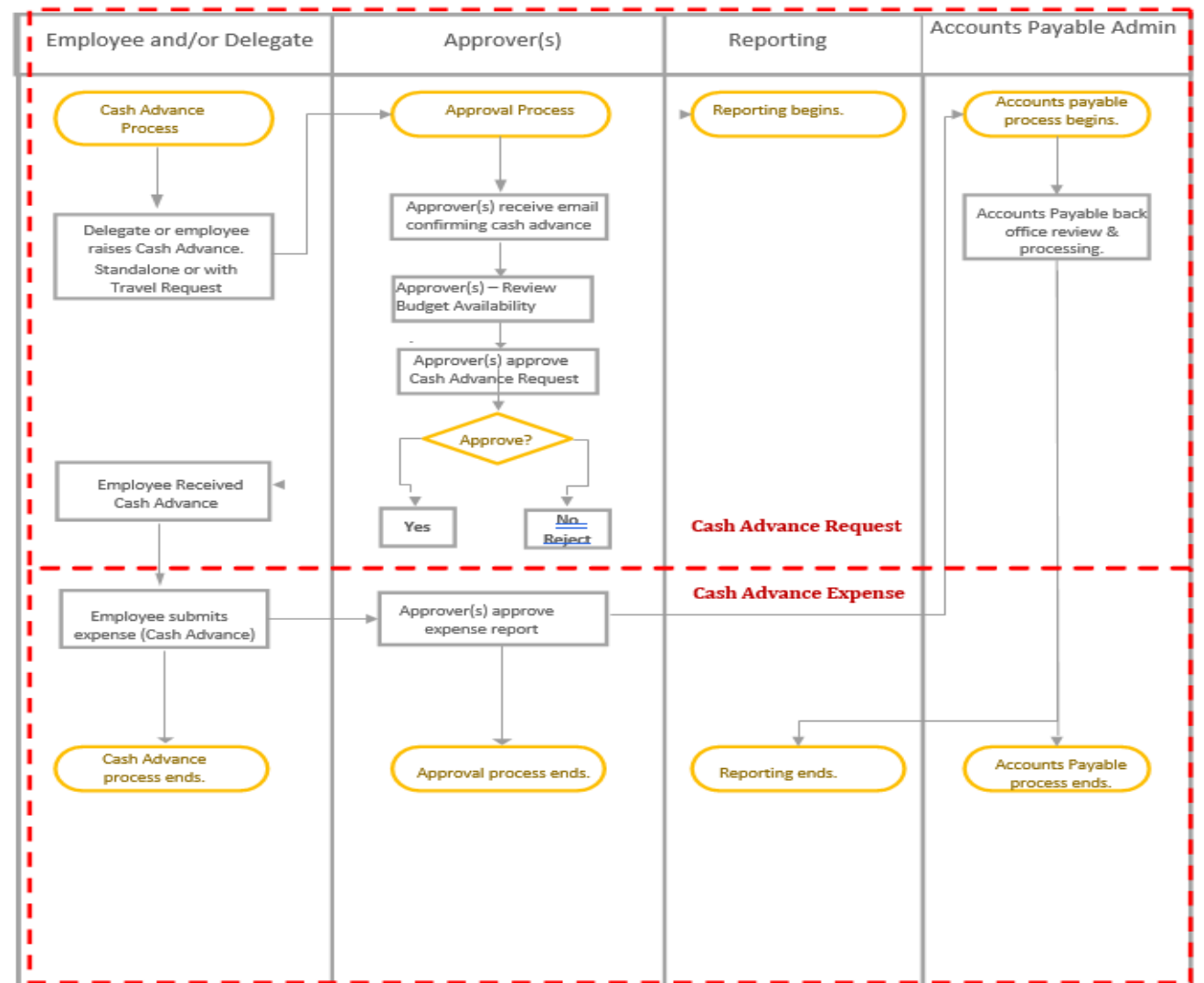
4. Cash Advance Request

With Cash Advance Request an employee can request a Cash Advance before going on a trip or incurring an expense. After the employee takes the trip or makes the purchase, he/she must create an expense report and assign the Cash Advance to the report to reconcile the cash advance. Cash Advance Balance is visible in the user profile and may be configured to carry a balance forward or to require the employee return any unused funds (via the Cash Advance Return expense type).

4.1 REREC Cash Advance Process

Non-payroll allowances rates will be uploaded in the system and picked automatically on application as per the employee's position grades; the rates will be provided during implementation of the module.

The process flow diagram below depicts REREC Cash Advance Request Business Scenario



4.2 Cash Advance Request – Approval Workflow

The requirement for REREC is to route the workflow according to the process flow below:



4.3 Cash Advance Finance Posting

REREC Posting Scenario – Employee submits a cash advance request via transfer. The following posting records will be created in the Finance S/4 Hana System:

Account	Debit	Credit
Cash Advance Clearing Account	XXX	
Employee Vendor		XXX

5. Security of Data

REREC requires data transiting between systems to be encrypted to prevent exposure of sensitive information.

6. Employee Forms & Fields (HR Master Data)

REREC requires that the solution retrieves HR Master data from SAP Success Factors which is the leading system for this data.

7. Custom Audit Rules

The solution should allow audit of business processes in line with RERECs policies with the ability to configure triggers at appropriate stages.

8. Email Reminders and Email Notifications

The solution should have the ability to utilize email reminders and email notifications at appropriate stages of the business process through workflow.

9. Exchange Rate Integration

The solution should provide the ability to pre-populate and synchronize with authoritative sources exchange rates for foreign expenses that users incur and for the conversion of the reimbursement currencies to the common currency for the purpose of processing audit rules, workflow rules, receipt limits and so on.

10. Car Configuration

REREC does allow its employees use a company car or personal car for business purposes and are reimbursed for maintenance or mileage as defined by the company policy. The solution should provide for this considering expense types such as maintenance and fuel.

Car mileage expense type whereby employees claim mileage based on REREC's policy on own-vehicle usage should also be provided by the solution.

11. Reporting

All standard Concur reports should be available; additional reporting requirements will be documented during the implementation workshops

11.1 Management Reports

The following are RERECs reporting requirements for Management

Role	Dashboard	Report Name
Senior Management	Management Dashboard	Top Spenders by Employee
		Top Spend by Vendor
		Top Spenders by Expense Type
		Top 10 Longest to Approve
		Top Invoice Spenders by Employee - Summary
		Expense Summary by Expense Type and Year
		Expense Report Totals
		Top Spend by Vendor
		Top Spenders
		Top Exception Violators - Top Exception Violators
		Travel Adoption
		Travelers Not Using Concur Travel - Travellers Not Using Concur Travel
		Financial Summary

Role	Dashboard	Report Name
		Manager Dashboard
		Executive Overview
		Expense Spend Summary
		Finance & Spend Overview
		Hotel Vendor Normalization
		Operational KPI
		Travel Market Analysis
		Travel Program Overview

11.2 Finance Reports

REREC requires the following reports to be available. Further reporting requirements will be provided during the implementation workshops

Report Name
Cash Advance Analysis
Credit Card Transactions
Expense Report Totals
Expenses by Approver Hierarchy
Financial Summary

11.3 Balance Due Management Reports

REREC requires a balance due management report to track balances from employees due to the company, and for collecting those funds against future reports.

12. User Interface and Mobility

The solution should be accessible via web interface as well as fiori apps.

13. SAP Concur Implementation Landscape

The SAP Concur implementation at REREC will be a three-tier system landscape. The three-system landscape will consist of a Development, Quality Assurance and Production clients.

- Development (DEV) System – Development and testing will be done on the same system.
- Quality Assurance System – Testing, User Acceptance and Training client for REREC
- Production (PROD) System – Once testing has been completed, changes will be transport into the production system following REREC change management process.

14. CONCUR SYSTEM INTEGRATION SCENARIOS

Concur Solution will be deployed to achieve end-to-end integration between SAP Concur and the following REREC business applications:

- SAP S/4 Hana
- SAP HCM Suite-on Hana
- SAP Success Factors

15. Business Integration Scenarios

15.1 HCM Integration

The HCM integration scenario is required to enable employee master data replication and integration with SAP HCM payroll business objects. The business rationale for this interface/integration requirement is based on the two assumptions below:

- To pay expenses through payroll
- To calculate and retain taxes on taxable expense amounts

Success Factors is the leading application for on-boarding REREC employee master record, HCM On-prem system is responsible for payroll and time management

15.2 Financial Integration.

The SAP S/4 Hana Finance integration business scenario for REREC comprises of the following scenarios:

Transferring finance master objects (cost objects) from SAP S/4 Hana system to Concur system
 Posting of expense reports and cash advance requests from Concur to SAP S/4 Hana application
 Transferring financial posting confirmations from SAP S/4 Hana back Concur application
 Funds Management Integration for Funds Commitment – Travel Requests

15.3 Funds Management – Budget Commitments

After a Concur request is created and approved in the Concur system;
 It will be exported to SAP FI system to create a commitment.
 and the available budget is reduced accordingly.

In case the trip, and consequently the request, is canceled again, the commitment is deleted. When the associated expense report is approved and forwarded to SAP, the commitment is deleted at that point since the reserved budget was allocated to the trip and the employee can be reimbursed accordingly.

16. Single-Sign On

Concur solution will be implemented to ensure support of Single Sign-On (SSO)

17. TRAINING

Training should be provided through knowledge transfer to the key users of the project team and formalised training in the Deploy phase of the project. This will be supplemented with 'How-to' guides covering the functionality scope of the project. A detailed training plan will be workshopped with REREC during the project to ensure that the appropriate users are identified for training. The formalised training will first focus on training super users using the 'Train-the-Trainer' approach. The super users with the assistance of the implementer will deliver the training to the end users. Training will be delivered as per the approved training best-practise fact sheet shared with business.

18. DATA MIGRATION

Because the SAP Concur implementation is a 'Greenfields' project, there is no data from an existing system to migrate into the new platform. All data needed to implement SAP Concur will be workshopped with REREC. The implementer will provide all the necessary templates and formats for the required data. REREC is responsible for data cleansing, mapping, transformation while importing the data into SAP Concur will be the responsibility of the implementer.

PART III – CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VI - GENERAL CONDITIONS OF CONTRACT

A. General

Provisions Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) The Adjudicator is the person appointed jointly by Rural Electrification and Renewable Energy Corporation and the Service Provider to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.
- b) "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Tender;
- c) "Completion Date" means the date of completion of the Services by the Service Provider as certified by Rural Electrification and Renewable Energy Corporation
- d) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- e) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- f) "Day works" means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration.
- g) "Procuring Entity" means Rural Electrification and Renewable Energy Corporation or party who employs the Service Provider
- h) "Foreign Currency" means any currency other than the currency of Kenya;
- i) "GCC" means these General Conditions of Contract;
- j) "Government" means the Government of Kenya;
- k) "Local Currency" means Kenya shilling;
- l) "Member," in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Service Provider' rights and obligations towards Rural Electrification and Renewable Energy Corporation under this Contract;
- m) "Party" means Rural Electrification and Renewable Energy Corporation or the Service Provider, as the case maybe, and "Parties" means both of them;
- n) "Personnel" means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
- o) "Service Provider" is a person or corporate body whose Tender to provide the Services has been accepted by Rural Electrification and Renewable Energy Corporation;
- p) "Service Provider's Tender" means the completed Tendering Document submitted by the Service Provider to Rural Electrification and Renewable Energy Corporation
- q) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- r) "Specifications" means the specifications of the service included in the Tendering Document submitted by the Service Provider to Rural Electrification and Renewable Energy Corporation
- s) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider's Tender.
- t) "Subcontractor" means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4;
- u) "Public Procurement Regulatory Authority (PPRA)" shall mean the Government Agency responsible for oversight of public procurement.
- v) "Project Manager" shall the person appointed by Rural Electrification and Renewable Energy Corporation to act as the Project Manager for the purposes of the Contract and named in the Particular

Conditions of Contract, or other person appointed from time to time by Rural Electrification and Renewable Energy Corporation and notified to the Contractor.

- w) “Notice of Dissatisfaction” means the notice given by either Party to the other indicating its dissatisfaction and intention to commence arbitration.

1.2 Applicable Law

The Contract shall be interpreted in accordance with the laws of Kenya.

1.3 Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, hand delivery, or email to such Party at the address **specified in the SCC**.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in Kenya or elsewhere, as Rural Electrification and Renewable Energy Corporation may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by Rural Electrification and Renewable Energy Corporation or the Service Provider may be taken or executed by the officials **specified in the SCC**.

1.7 Inspection and Audit by the PPRA

Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Service Provider shall permit and shall cause its sub contract or sub-consultants to permit, PPRA and/or persons appointed by PPRA to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by PPRA. The Service Provider's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 3.10 which provides, inter alia, that acts intended to materially impede the exercise of PPRA's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to PPRA's prevailing sanctions procedures).

1.8 Taxes and Duties

The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2 Commencement, Completion, Modification, and Termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC**.

2.2 Commencement of Services

2.2.1 Program

Before commencement of the Services, the Service Provider shall submit to Rural Electrification and Renewable Energy Corporation for approval a Program showing the general methods, arrangements order

and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

2.2.2 Starting Date

The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC**.

2.3 Intended Completion Date

Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC**. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.4.1 Value Engineering

The Service Provider may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

- a) The proposed change(s), and a description of the difference to the existing contract requirements;
- b) A full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs, if applicable) Rural Electrification and Renewable Energy Corporation may incur in implementing the value engineering proposal; and
- c) A description of any effect(s) of the change on performance/functionality.

Rural Electrification and Renewable Energy Corporation may accept the value engineering proposal if the proposal demonstrates benefits that:

- a) accelerates the delivery period; or
- b) reduces the Contract Price or the lifecycle costs to Rural Electrification and Renewable Energy Corporation; or
- c) improves the quality, efficiency, safety or sustainability of the services; or
- d) yields any other benefits to Rural Electrification and Renewable Energy Corporation, without compromising the necessary functions of the Facilities.

If the value engineering proposal is approved by Rural Electrification and Renewable Energy Corporation and results in:

- a) a reduction of the Contract Price; the amount to be paid to the Service Provider shall be the percentage specified in the **SCC** of the reduction in the Contract Price; or
- b) an increase in the Contract Price; but results in a reduction in lifecycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Service Provider shall be the full increase in the Contract Price.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable

alternative measures in order to carry out the terms and conditions of this Contract, and(b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period with in which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By Rural Electrification and Renewable Energy Corporation

Rural Electrification and Renewable Energy Corporation may terminate this Contract, by not less than thirty(30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs(a)through (d) of this Sub-Clause 2.6.1:

- a) If the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as Rural Electrification and Renewable Energy Corporation may have subsequently approved in writing;
- b) if the Service Provider become insolvent or bankrupt;
- c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d) if the Service Provider, in the judgment of Rural Electrification and Renewable Energy Corporation has engaged in Fraud and Corruption, as defined in paragraph2.2a. of Attachment1 to the GCC, in competing for or in executing the Contract

2.6.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to Rural Electrification and Renewable Energy Corporation, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- a) If Rural Electrification and Renewable Energy Corporation fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Payment up on Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, Rural Electrification and Renewable Energy Corporation shall make the following payments to the Service Provider:

- a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

3 Obligations of the Service Provider

3.1 General

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contractor to the Services, as faithful adviser to Rural Electrification and Renewable Energy Corporation, and shall at all times support and safeguard Rural Electrification and Renewable Energy Corporation's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contractor to the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contractor to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a) During the term of this Contract, any business or professional activities in Kenya which would conflict with the activities assigned to them under this Contract;
- b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees' inactive duty or on any type of leave, to perform any activity under this Contract;
- c) After the termination of this Contract, such other activities as may be **specified in the SCC**.

3.3 Confidentiality

The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or Rural Electrification and Renewable Energy Corporation's business or operations without the prior written consent of Rural Electrification and Renewable Energy Corporation.

- 3.4 **The Service Provider** (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by Rural Electrification and Renewable Energy Corporation, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and (b) at Rural Electrification and Renewable Energy Corporation's request, shall provide evidence to Rural Electrification and Renewable Energy Corporation showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Service Provider's Actions Requiring Procuring Entity's Prior Approval

The Service Provider shall obtain Rural Electrification and Renewable Energy Corporation's prior approval in writing before taking any of the following actions:

- a) Entering into a subcontract for the performance of any part of the Services,
- b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),
- c) changing the Program of activities; and
- d) Any other action that may be **specified in the SCC**.

3.6 Reporting Obligations

The Service Provider shall submit to Rural Electrification and Renewable Energy Corporation the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Service Provider to Be the Property of Rural Electrification and Renewable Energy Corporation

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of Rural Electrification and Renewable Energy Corporation, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to Rural Electrification and Renewable Energy Corporation, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

3.8 Liquidated Damages

3.8.1 Payments of Liquidated Damages

The Service Provider shall pay liquidated damages to Rural Electrification and Renewable Energy Corporation at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. Rural Electrification and Renewable Energy Corporation may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

3.8.2 Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, Rural Electrification and Renewable Energy Corporation shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

3.8.3 Lack of performance penalty

If the Service Provider has not corrected a Defect within the time specified in Rural Electrification and Renewable Energy Corporation's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC**.

3.9 Performance Security

The Service Provider shall provide the Performance Security to Rural Electrification and Renewable Energy Corporation no later than the date specified in the Form of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to Rural Electrification and Renewable Energy Corporation, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 day from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond.

3.10 Fraud and Corruption

Rural Electrification and Renewable Energy Corporation requires compliance with the Government's Anti-Corruption laws and its prevailing sanctions. Rural Electrification and Renewable Energy Corporation requires the Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the tendering process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

3.11 Sustainable Procurement

The Service Provider shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.

4 Service Provider's Personnel

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by Rural Electrification and Renewable Energy Corporation.

4.2 Removal and/or Replacement of Personnel

- a) Except as Rural Electrification and Renewable Energy Corporation may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- b) If Rural Electrification and Renewable Energy Corporation finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at Rural Electrification and Renewable Energy Corporation's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to Rural Electrification and Renewable Energy Corporation.
- c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5 Obligations of Rural Electrification and Renewable Energy Corporation

5.1 Assistance and Exemptions

Rural Electrification and Renewable Energy Corporation shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC**.

5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2(a) or (b), as the case may be.

5.3 Services and Facilities

Rural Electrification and Renewable Energy Corporation shall make available to the Service Provider the Services and Facilities listed under Appendix F.

6 Payments to the Service Provider

6.1 Lump-Sum Remuneration

The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 6.2 and 6.3.

6.2 Contract Price

- a) The price payable is **set forth in the SCC**.
- b) Price may be payable in foreign currency, if so allowed in this document.

6.3 Payment for Additional Services, and Performance Incentive Compensation

- 6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.3.2 **If the SCC so specify**, the service provider shall be paid performance incentive compensation asset out in the Performance Incentive Compensation appendix.
- 6.3.3 Where the contract price is different from the corrected tender price, in order to ensure the contractor is not paid less or more relative to the contract price (*which would be the tender price*), payment valuation certificates and variation orders on omissions and additions valued based on rates in the schedule of rates in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows: $(\text{corrected tender price} - \text{tender price}) / \text{tender price} \times 100$.

6.4 Terms and Conditions of Payment

Payments will be made to the Service Provider according to the payment schedule **stated in the SCC**. **Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period **stated in the SCC**. Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to Rural Electrification and Renewable Energy Corporation specifying the amount due.

6.5 Interest on Delayed Payments

If Rural Electrification and Renewable Energy Corporation has delayed payments beyond thirty (30) days after the due date stated in the **SCC**, interest shall be paid to the Service Provider foreach day of delay at the rate stated in **the SCC**.

6.6 Price Adjustment

- 6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment fact or to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c L_{mc} / L_{oc} + C_c I_{mc} / I_{oc}$$

Where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency “c”.

A_c , B_c and C_c are coefficients specified in the **SCC**, representing: A_c the non-adjustable portion; B_c the adjustable portion relative to labor costs and C_c the adjustable portion for other inputs, of the Contract Price payable in that specific currency “c”; and

L_{mc} is the index prevailing at the first day of the month of the corresponding invoiced ate and L_{oc} is the index prevailing 28 days before Tender opening for labor; both in the specific currency “c”.

I_{mc} is the index prevailing at the first day of the month of the corresponding invoice date and I_{oc} is the index prevailing 28 days before Tender opening for other inputs payable; both in the specific currency “c”.

If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor Z_o/Z_n will be applied to the respective component factor of p_n for the formula of the relevant currency. Z_o is the number of units of Kenya Shillings of the index, equivalent to one unit of the currency payment on the date of the base index, and Z_n is the corresponding number of such currency units on the date of the current index.

- 6.6.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account to fall changes in cost due to fluctuations in costs.

6.7 Day works

- 6.7.1 If applicable, the Day work rates in the Service Provider's Tender shall be used for small additional amounts of Services only when Rural Electrification and Renewable Energy Corporation has given written instructions in advance for additional services to be paid in that way.

6.7.2 All work to be paid for as Day works shall be recorded by the Service Provider on forms approved by Rural Electrification and Renewable Energy Corporation. Each completed form shall be verified and signed by Rural Electrification and Renewable Energy Corporation representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.

6.7.3 The Service Provider shall be paid for Day works subject to obtaining signed Day works forms as indicated in Sub-Clause 6.7.2

7 Quality Control

7.1 Identifying Defects

The principle and modalities of Inspection of the Services by Rural Electrification and Renewable Energy Corporation shall be as **indicated in the SCC**. Rural Electrification and Renewable Energy Corporation shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. Rural Electrification and Renewable Energy Corporation may instruct the Service Provider to search for a Defect and to uncover and test any service that Rural Electrification and Renewable Energy Corporation considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

Correction of Defects, and Lack of Performance Penalty

- a) Rural Electrification and Renewable Energy Corporation shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by Rural Electrification and Renewable Energy Corporation's notice.
- c) If the Service Provider has not corrected a Defect within the time specified in Rural Electrification and Renewable Energy Corporation's notice, Rural Electrification and Renewable Energy Corporation will assess the cost of having the Defect corrected, the Service Provider will pay this amount and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

8 Settlement of Disputes

8.1 Contractor's Claims

8.1.1 If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Project Manager, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 28 days after the Contractor became aware, or should have become aware, of the event or circumstance.

8.1.2 If the Contractor fails to give notice of a claim within such period of 28 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and Rural Electrification and Renewable Energy Corporation shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clauses shall apply.

8.1.3 The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all relevant to such event or circumstance.

8.1.4 The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Project Manager. Without admitting Rural Electrification and Renewable Energy Corporation's liability, the Project Manager may, after receiving any notice under this Sub-Clause, monitor the record-keeping and /or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Project Manager to inspect all these records, and shall (if instructed) submit copies to the Project Manager.

8.1.5 Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Project Manager, the Contractor shall send to the Project Manager a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and /or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

- 8.1.5.1 This fully detailed claim shall be considered as interim;
- a) The Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and /or amount claimed, and such further particulars as the Project Manager may reasonably require; and
 - b) The Contractor shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Project Manager.
- 8.1.6 Within 42 days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Project Manager and approved by the Contractor, the Project Manager shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the above defined time period.
- 8.1.7 Within the above defined period of 42 days, the Project Manager shall proceed in accordance with Sub-Clause 3.5[Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4 [Extension of Time for Completion], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.
- 8.1.8 Each Payment Certificate shall include such additional payment for any claim as has been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.
- 8.1.9 If the Project Manager does not respond within the time framed in this Clause, either Party may consider that the claim is rejected by the Project Manager and any of the Parties may refer to Arbitration in accordance with Sub-Clause 8.2 [Matters that may be referred to arbitration].
- 8.1.10 The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause.

8.2 Matters that may be referred to arbitration

- 8.2.1 Notwithstanding anything stated herein the following matters may be referred to arbitration before the practical completion of the Services or abandonment of the Services or termination of the Contract by either party:
- a) The appointment of a replacement Project Manager upon the said person ceasing to act.
 - b) Whether or not the issue of an instruction by the Project Manager is empowered by these Conditions
 - c) Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.
 - e) Any dispute arising in respect of war risks or war damage.
 - f) All other matters shall only be referred to arbitration after the completion or alleged completion of the Services or termination or alleged termination of the Contract, unless Rural Electrification and Renewable Energy Corporation and the Contractor agree otherwise in writing.

8.3 Amicable Settlement

- 8.3.1 Where a Notice of Dissatisfaction has been given, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, the Party giving a Notice of Dissatisfaction in accordance with Sub-Clause 8.1 above should move to commence arbitration after the fifty-sixth day from the day on which a Notice of Dissatisfaction was given, even if no attempt at an amicable settlement has been made.

8.4 Arbitration

- 8.4.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 8.3 shall be finally settled by arbitration. Arbitration shall be conducted in accordance with the Arbitration Laws of Kenya.
- 8.4.2 The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction,

opinion or valuation of the Project Manager, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Project Manager from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.

8.4.3 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction.

8.4.4 Arbitration may be commenced prior to or after completion of the services. The obligations of the Parties, and the Project Manager shall not be altered by reason of any arbitration being conducted during the progress of the services.

8.4.5 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

8.5 Arbitration with proceedings

8.5.1 In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following professional institutions;

- a) Law Society of Kenya or
- b) Chartered Institute of Arbitrators (Kenya Branch)

8.5.2 The institution written to first by the aggrieved party shall take precedence over all other institutions.

8.5.3 The arbitration maybe on the construction of this Contractor on any matter or thing of what so ever nature arising there under or in connection there with, including any matter or thing left by this Contract to the discretion of the Project Manager, or the withholding by the Project Manager of any certificate to which the Contractor may claim to been titled to or the measurement and valuation referred to in clause 23.0 of these conditions, or the rights and liabilities of the parties subsequent to the termination of Contract.

8.5.4 Provided that no arbitration proceedings shall be commenced on any claim or dispute where notice of a claim or dispute has not been given by the applying party within ninety days of the occurrence or discovery of the matter or issue giving rise to the dispute.

8.5.5 Notwithstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not commence unless an attempt has in the first instance been made by the parties to settle such claim or dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.

8.5.6 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, tests or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any certificate.

8.5.7 The Arbitrator shall, without prejudice to the generality of his powers, have powers to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision requirement or notice had been given.

8.5.8 The award of such Arbitrator shall be final and binding upon the parties.

8.6 Failure to Comply with Arbitrator's Decision

8.6.1 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other rights it may have, refer the matter to a competent court of law.

9.1 The Adjudicator

9.1.1 Should the Adjudicator resign or die, or should Rural Electrification and Renewable Energy Corporation and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the

Contract; a new Adjudicator will be jointly appointed by Rural Electrification and Renewable Energy Corporation and the Service Provider. In case of disagreement between Rural Electrification and Renewable Energy Corporation and the Service Provider, within 30days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.

- 9.2 The Adjudicator shall be paid by the hour at the rate **specified in the TDS and SCC**, together with reimbursable expenses of the type's **specified in the SCC**, and the cost shall be divided equally between Rural Electrification and Renewable Energy Corporation and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

B. SPECIAL CONDITIONS OF CONTRACT

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract		
1.1(g)	Procuring Entity is <i>Rural Electrification and Renewable Energy Corporation.</i>		
1.1(l)	The Member in Charge is _____		
1.4	<p>The addresses are:</p> <p>Procuring Entity: <i>Rural Electrification and Renewable Energy Corporation.</i></p> <p>Attention: Chief Executive Officer</p> <p>Service Provider: _____</p> <p>Attention: _____</p> <p>Email address _____</p>		
1.6	<p>The Authorized Representatives are:</p> <p>For Rural Electrification and Renewable Energy Corporation: Chief Executive Officer</p> <p>For the Service Provider: _____</p>		
2.1	The date on which this Contract shall come into effect is <i>After contract signature</i>		
2.2.2	The Starting Date for the commencement of Services is <i>immediately after contract Signature.</i>		
2.3	The Intended Completion Date is <i>60 days after contract signature</i>		
3.2.3	Activities prohibited after termination of this Contract are: Access to the REREC servers		
3.8.1	<p>The liquidated damages rate is _____ per day</p> <p>The maximum amount of liquidated damages for the whole contract is _____ percent of the final Contract Price.</p>		
3.8.3	The percentage _____ to be used for the calculation of Lack of performance Penalty(ies) is _____.		
6.4	No.	Milestone	Percentage of contract charges
	1	Completion of Project Charter sign	10%
	2	Sign-off of Business Blue Print documents and functional	20%
	3	User Acceptance Testing	25%
	4	Successful Go Live of ALL modules.	25%
	5	Completion/Closure of ALL issues as at the Go Live date by the end of the onsite support period – 6	10%
	6	Completion of post Go-Live support (off site) – 12	10%
6.5	<p>Payment shall be made within 30 days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within 30 days in the case of the final payment.</p> <p>The interest rate is <i>Nil</i></p>		

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
6.6.1	Price adjustment is Not allowed in accordance with Sub-Clause 6.6.
7.1	<p>The principle and modalities of inspection of the Services by Rural Electrification and Renewable Energy Corporation are as follows:</p> <ul style="list-style-type: none"> 1.User requirement gathering 2.Blue Printing 3.User Acceptance Testing 4.Go-Live 5.Post Go-Live 6.Closure of open issues if any <p>The Defects Liability Period is <i>Six Months</i></p>

C. APPENDICES

Appendix B - Schedule of Payments and Reporting Requirements

PAYMENT SCHEDULE FOR LOT I AND II

No.	Milestone	Percentage of contract charges
1	Completion of Project Charter sign	10%
2	Sign-off of Business Blue Print documents and functional specifications	20%
3	User Acceptance Testing	25%
4	Successful Go Live of ALL modules.	25%
5	Completion/Closure of ALL issues as at the Go Live date by the end of the onsite support period – 6 Months	10%
6	Completion of post Go-Live support (off site) – 12 months	10%

D. FORMS

SECTION VIII -CONTRACT FORMS

FORM NO. 1 - PERFORMANCE SECURITY – (Unconditional Demand Bank Guarantee)

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ [insert name and Address of Procuring Entity]

Date: _____ [Insert date of issue]

PERFORMANCE GUARANTEE No.: _____

Guarantor:..... [Insert name and address of place of issue, unless indicated in the letterhead]

1. We have been informed that _____ (hereinafter called "the Applicant") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (herein after called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.
3. At the request of the Applicant, we as Guarantor, hereby irrevocably under take to pay the Beneficiary any sum or sums not exceeding in total an amount of _____(),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.
4. This guarantee shall expire, no later than the....Day of....., 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.
5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee." _____

[Name of Authorized Official, signature(s) and seals/stamps]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

¹The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

²Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. Rural Electrification and Renewable Energy Corporation should note that in the event of an extension of this date for completion of the Contract, Rural Electrification and Renewable Energy Corporation would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, Rural Electrification and Renewable Energy Corporation might consider adding the following text to the form, at the end of the pen ultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

FORM No. 2 - PERFORMANCE SECURITY OPTION 2 – (Performance Bond)

[Note: Procuring Entities are advised to use Performance Security–Unconditional Demand Bank Guarantee instead of Performance Bond due to difficulties involved in calling Bond holder to action]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of Procuring Entity]* **Date:** _____ *[Insert date of issue]*

PERFORMANCE BOND No.: _____

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. By this Bond _____ as Principal (hereinafter called “the Contractor”) and _____] as Surety (herein after called “the Surety”), are held and firmly bound unto _____ as Obligees (herein after called “Rural Electrification and Renewable Energy Corporation”) in the amount of _____ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Contractor has entered into a written Agreement with Rural Electrification and Renewable Energy Corporation dated the ____ day of _____, 20____, for _____ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are herein after referred to as the Contract.
3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by Rural Electrification and Renewable Energy Corporation to be, in default under the Contract, Rural Electrification and Renewable Energy Corporation having performed Rural Electrification and Renewable Energy Corporation's obligations there under, the Surety may promptly remedy the default, or shall promptly:
 - 1) Complete the Contract in accordance with its terms and conditions; or
 - 2) Obtain a tender or tenders from qualified tenderers for submission to Rural Electrification and Renewable Energy Corporation for completing the Contract in accordance with its terms and conditions, and upon determination by Rural Electrification and Renewable Energy Corporation and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Procuring Entity and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable here under, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Procuring Entity to Contractor under the Contract, less the amount properly paid by Procuring Entity to Contractor; or
 - 3) pay Rural Electrification and Renewable Energy Corporation the amount required by Procuring Entity to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.
4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.
5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than Rural Electrification and Renewable Energy Corporation named herein or the heirs, executors, administrators, successors, and assigns of Rural Electrification and Renewable Energy Corporation.

6. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day_____of_____20_____.

SIGNED ON..... on behalf of by_____

In the capacity of In the presence of

SIGNED ON..... on behalf of By_____

in the capacity of In the presence of

FORM NO. 3 - ADVANCE PAYMENT SECURITY [Demand Bank Guarantee]

[Guarantor letter head or SWIFT identifier code] [Guarantor letter head or SWIFT identifier code]

Beneficiary: _____[Insert name and Address of Procuring Entity]

Date: _____[Insert date of issue]

ADVANCE PAYMENT GUARANTEE No.: _____[Insert guarantee reference

number] **Guarantor:** [Insert name and address of place of issue, unless indicated in the letterhead]

1. We have been informed that _____ (hereinafter called "the Applicant") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (herein after called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____() is to be made against an advance payment guarantee.
3. At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____()'¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:
 - a) Has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
 - b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.
4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number _____ at
5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the day of , 2,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.
6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

.....
[Name of Authorized Official, signature(s) and seals/stamps]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

¹The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to Rural Electrification and Renewable Energy Corporation.

²Insert the expected expiration date of the Time for Completion. Rural Electrification and Renewable Energy Corporation should note that in the event of an extension of the time for completion of the Contract, Rural Electrification and Renewable Energy Corporation would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, Rural Electrification and Renewable Energy Corporation might consider adding the following ext. to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

FORM NO. 4 BENEFICIAL OWNERSHIP DISCLOSURE FORM

INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the Tenderer by meeting one or more of the following conditions:

- Directly or indirectly holding 25% or more of the shares.*
- Directly or indirectly holding 25% or more of the voting rights.*
- Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.*

Tender Reference No.: _____ [insert identification
no] Name of the Assignment: _____ [insert name of the assignment] to:
_____ [insert complete name of Procuring Entity]

In response to your notification of award dated _____ [insert date of notification of award] to furnish additional information on beneficial ownership: _____ [select one option as applicable and delete the options that are not applicable]

I) We hereby provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer (Yes / No)
<i>[include full name (last, middle, first), nationality, country of residence]</i>			

OR

ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions: directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights. Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.*

OR

We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Tenderer shall provide explanation on why it is unable to identify any Beneficial Owner]

Directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights.

Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer]”

Name of the Tenderer:[insert complete name of the Tenderer]_____*

*Name of the person duly authorized to sign the Tender on behalf of the Tenderer: ** [insert complete name of person duly authorized to sign the Tender]*

Title of the person signing the Tender: [insert complete title of the person signing the Tender]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] day of..... [Insert month], [insert year]