



TENDER REFERENCE NO: 1000000430

**REHABILITATION OF BIOGAS SYSTEMS IN MOI GIRLS ISINYA (KAJIADO COUNTY)
& MANGU HIGH SCHOOL (KIAMBU COUNTY)**

Kawi House, South C,
P.O. Box 34585, 00100
Nairobi, Kenya
e-mail: info@rea.co.ke; procurement@rea.co.ke

TEL NO.254-20-2710955/2713921

FAX NO. 254-20-2710944

MAY 2020

REREC Standard Tender Document for Electromechanical Works

TABLE OF CONTENTS

SECTION 1: INVITATION FOR TENDERS	3
TENDER SUBMISSION CHECKLIST.....	4
SECTION II: INSTRUCTION TO TENDERERS.....	5
SECTION III: APPENDIX TO INSTRUCTIONS TO TENDERERS	19
SECTION IV: CONDITIONS OF CONTRACT (Including erection on site)...	Error! Bookmark not defined.
PART I – GENERAL CONDITIONS	Error! Bookmark not defined.
PREAMBLE TO GENERAL CONDITIONS.....	Error! Bookmark not defined.
PART II – SPECIAL CONDITIONS	Error! Bookmark not defined.
SECTION V: SUMMARY OF EVALUATION PROCESS	29
SECTION VI: SPECIFICATIONS.....	32
SECTION VII: BILLS OF QUANTITIES	35
SECTION VIII: STANDARD FORMS	51
LETTER OF APPLICATION	52
TENDER QUESTIONNAIRE.....	53
DECLARATION FORM.....	54
CONFIDENTIAL BUSINESS QUESTIONNAIRE	55
STATEMENT OF FOREIGN CURRENCY REQUIREMENTS.....	57
FORM OF TENDER	58
APPENDIX TO FORM OF TENDER	59
LETTER OF ACCEPTANCE	60
FORM OF AGREEMENT	61
FORM OF TENDER SECURITY	63
PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)	64
BANK GUARANTEE FOR ADVANCE PAYMENT	65
LETTER OF NOTIFICATION OF AWARD	66

SECTION 1: INVITATION FOR TENDERS

RFX No. 1000000430

Rural Electrification and Renewable Energy Corporation (REREC) invites tenders for the **Rehabilitation of Biogas Systems in Moi Girls Isinya (Kajiado County) & Mangu High School (Kiambu County)**

1. Interested eligible Tenderers may obtain further information from the office of the Ag. Head of Procurement, Ground Floor **Kawi House, South C Behind Boma Hotel**
2. Tender documents detailing the requirements may be viewed at REREC E-Procurement Web Portal found on the REREC website (www.rea.co.ke) beginning on **05th May, 2020**.
3. Bidders who are interested in bidding for this tender **MUST** ensure that they are registered in REREC SAP SRM system and have set up their page. Please ensure compliance to the following
 - Each company must have two user accounts; Admin Account and Employee Account. Ensure that the following roles are **NOT ASSIGNED** to the employee; Employee Administrator and Supplier Master Data manager
 - Ensure that the admin account and employee account does not share same email address
 - Ensure that the Employee user name is between 4 and 12 characters.
 - Ensure that all documents are uploaded to the Collaboration room in the link with “**RFX Response Number: Company Name**” therefore no responses shall be attached to the attachments, any such action shall be non-responsive.For the purpose of this tender bidding, the employee account shall be used to submit your RFX responses. Bidders who require any form of assistance on the online bidding or clarification from our office should do so strictly between **18th May and 22th May, 2020**.
4. Completed Tenders are to be saved as PDF documents marked with the Tender Number and Description and submitted through the REREC E-Procurement Web Portal found on the REA website (www.rea.co.ke) so as to be received on or before **26th May, 2020 @ 10.00a.m.**
5. Tenders will be opened electronically promptly thereafter in the presence of the Tenderer’s or their representatives who choose to attend in REREC Procurement Office at Kawi House, Ground Floor.

Rural Electrification and Renewable Energy Corporation

TENDER SUBMISSION CHECKLIST

The following documents shall form part of documents to be uploaded

No.	Item	Tick Where Provided
1.	Tender Security	
2.	Company or Firm's Registration Certificate	
3.	CR12 issued not more than 3 months from tender closing	
4.	PIN Certificate (With both VAT and Income Obligations)	
5.	Valid Tax Compliance Certificate	
6.	Price Schedule/ BOQ	
7.	NCA registration	
8.	Standard Forms (Letter of Application, Form of Tender, Tender Questionnaire, Declaration Form and Confidential Business Questionnaire)	
9.	Submission of Professional Qualification and experience for key staff, which key staff shall be the Project Supervisor and two (2) Technicians.	
10.	Audited Financial Statements. The audited financial statements Required must be those that are reported within fifteen (15) Calendar months of the date of the tender document or certified six months Bank statements.	
11.	Detailed Mobilization Plan & Detailed Work Plan	
12.	Submission of CVs for the Key Personnel	
13.	Names with full contact as well as physical addresses of previous customers of similar services, together with a letter from each of them confirming completion of the contracts on schedule.	

SECTION II: INSTRUCTION TO TENDERERS

Note: The tenderer must comply with the following conditions and instructions and failure to do so is liable to result in rejection of the tender.

GENERAL

1. Definitions

- (a) **“Tenderer”** means any person or persons partnership firm or company submitting a sum or sums in the Bills of Quantities in accordance with the Instructions to Tenderers, Conditions of Contract Parts I and II, Specifications, Drawings and Bills of Quantities for the work contemplated, acting directly or through a legally appointed representative.
- (b) **“Approved tenderer”** means the tenderer who is approved by the Employer.
- (c) Any noun or adjective derived from the word **“tender”** shall be read and construed to mean the corresponding form of the noun or adjective **“bid”**. Any conjugation of the verb “tender” shall be read and construed to mean the corresponding form of the verb “bid.”
- (d) **“Employer”** means Rural Electrification and Renewable Energy Corporation.

2. Eligibility and Qualification Requirements

- 2.1 This invitation to tender is open to all tenderers who are eligible as stated in the appendix.
- 2.2 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.3 To be qualified for award of Contract, the tenderer shall provide evidence satisfactory to the Employer of their eligibility under Sub clause 2.1 above and of their capability and adequacy of resources to effectively carry out the subject Contract. To this end, the tenderer shall be required to update the following information already submitted during prequalification:
 - (a) Details of experience and past performance of the tenderer on the works of a similar nature within the past five years and details of current work on hand and other contractual commitments.
 - (b) The qualifications and experience of key personnel proposed for administration and execution of the contract, both on and off site.
 - (c) Major items of construction plant and equipment proposed for use in carrying out the Contract. Only reliable plant in good working order and suitable for the work required of it shall be shown on this schedule. The tenderer will also indicate on this schedule when each item will be available on the Works. Included also should be a schedule of plant, equipment and material to be imported for the purpose of the Contract, giving details of make, type, origin and CIF value as appropriate.
 - (d) Details of subcontractors to whom it is proposed to sublet any portion of the Contract and for whom authority will be requested for such subletting in accordance with clause 4 of the Conditions of Contract.
 - (e) A draft Program of Works in the form of a bar chart and Schedule of Payment which shall form part of the Contract if the tender is accepted. Any change in the Program or Schedule shall be subjected to the approval of the Engineer.
 - (f) Details of any current litigation or arbitration proceedings in which the Tenderer is involved as one of the parties.

2.4 Joint Ventures

Tenders submitted by a joint venture of two or more firms as partners shall comply with the following requirements:

- (a) The tender, and in case of a successful tender, the Form of Agreement, shall be signed so as to be legally binding on all partners.
- (b) One of the partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.
- (c) The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the Contract including payment shall be done exclusively with the partner in charge.
- (d) All partners of the joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Form of Tender and the Form of Agreement (in case of a successful tender).
- (e) A copy of the agreement entered into by the joint venture partners shall be submitted with the tender.

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

- a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- b) Legal capacity to enter into a contract for procurement
- c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- d) Shall not be debarred from participating in public procurement.

3. Cost of Tendering

- 3.1 The tenderer shall bear all costs associated with the preparation and submission of his tender and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 3.2 The responses of the bids shall be submitted through the Authority's e-Procurement system. Any bid documents uploaded in the response shall be considered valid only if they are uploaded in the collaboration folder under Notes and Attachments tab and NOT in the Attachments
- 3.3 The Authority will not be held responsible or liable for any errors and omissions to the response emanating from nonattendance of the pre-bid meeting (physical or via any digital online platform) or any wrongly submitted response

4. Site Visit

- 4.1 The tenderer is advised to visit and examine the Site and its surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparing the tender and entering into a contract. The costs of visiting the Site shall be the tenderer's own responsibility.

- 4.2 The tenderer and any of his personnel or agents will be granted permission by the Employer to enter upon premises and lands for the purpose of such inspection, but only upon the express condition that the tenderer, his personnel or agents, will release and indemnify the Employer from and against all liability in respect of, and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, which but for the exercise of such permission, would not have arisen.

5. Tender Documents

- 5.1 The Tender documents comprise the documents listed here below and should be read together with any Addenda issued in accordance with Clause 7 of these instructions to tenderers.
- a. Form of Invitation for Tenders
 - b. Instructions to Tenderers
 - c. Form of Tender
 - d. Appendix to Form of Tender
 - e. Form of Tender Surety
 - f. Statement of Foreign Currency Requirements
 - g. Form of Performance Security
 - h. Form of Agreement
 - i. Form of Advance payment Bank Guarantee
 - j. Schedules of Supplementary Information
 - k. General Conditions of Contract – Part I
 - l. Conditions of Particular Application – Part II
 - m. Specifications
 - n. Bills of Quantities
 - o. Drawings
 - p. Declaration Form
- 5.2 The tenderer is expected to examine carefully all instructions, conditions, forms, terms, specifications and drawings in the tender documents. Failure to comply with the requirements for tender submission will be at the tenderer's own risk. Pursuant to clause 22 of Instructions to Tenderers, tenders which are not substantially responsive to the requirements of the tender documents will be rejected.
- 5.3 All recipients of the documents for the proposed Contract for the purpose of submitting a tender (whether they submit a tender or not) shall treat the details of the documents as "private and confidential"

6. Clarification of Tenders

- 6.1 A tenderer making inquiries relating to the tender documents may notify the Employer in writing or by telex, cable or facsimile at the Employer's mailing address indicated in the Invitation to Tender. The Employer will respond in writing to any request for clarification, which he receives earlier than 7 days prior to the deadline for the submission of tenders. Written copies of the Employer's response (including the query but without identifying the source of the inquiry) will be sent to all prospective tenderers who have purchased the tender documents.
- 6.2 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.

6.3 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

7. Amendment of Tender Documents

7.1 At any time prior to the deadline for submission of tenders the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by issuing Addenda.

7.2 Any Addendum will be notified in writing or by cable, telex or facsimile to all prospective tenderers who have purchased the tender documents and will be binding upon them.

7.3 In order to allow prospective tenderers reasonable time in which to take the Addendum into account in preparing their tenders, the Employer may, at his discretion, extend the deadline for the submission of tenders.

8. Language of Tender

8.1 The tender and all correspondence and documents relating to the tender exchanged between the tenderer and the Employer shall be written in the English language. Supporting documents and printed literature furnished by the tenderer with the tender may be in another language provided they are accompanied by an appropriate translation of pertinent passages in the above stated language. For the purpose of interpretation of the tender, the English language shall prevail.

9. Documents Comprising the Tender

9.1 The tender to be prepared by the tenderer shall comprise:

- a) The form of tender and appendix thereto.
- b) A tender security.
- c) The priced Bill of Quantity and Schedule.
- d) The information on eligibility and qualification.
- e) Detailed Compliance to The Technical Requirements
- f) Financial Capability
- g) List of Previous Customers
- h) Any other materials required to be completed and submitted in accordance with the instructions to tenderers.

9.2 The Forms, Bills of Quantities and Schedules provided in the tender documents shall be used without exception (subject to extensions of the schedules in the same format and to the provisions of clause 13.2 regarding the alternative forms of Tender Surety).

10 Tender Prices

10.1 All the insertions made by the tenderer shall be made in INK and the tenderer shall clearly form the figures. The relevant space in the Form of Tender and Bills of Quantities shall be completed accordingly without interlineations or erasures except those necessary to correct errors made by the tenderer in which case the erasures and interlineations shall be initialed by the person or persons signing the tender.

10.2 A price or rate shall be inserted by the tenderer for every item in the Bills of Quantities whether the quantities are stated or not items against which no rate or price is entered by the tenderer will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bills of Quantities.

- 10.3 The prices and unit rates in the Bills of Quantities are to be the full [all-inclusive] value of the work described under the items, including all costs and expenses which may be necessary and all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based. All duties and taxes and other levies payable by the Contractor under the Contract or for any other cause prior to the deadline for the submission of tenders, shall be included in the rates and prices and the total tender prices submitted by the Tenderer.
- 10.4 Each price or unit rate inserted in the Bills of Quantities should be a realistic estimate for completing the activity or activities described under that particular item and the tenderer is advised against inserting a price or rate against any item contrary to this instruction.
- 10.5 Every rate entered in the Bills of Quantities, whether or not such rate be associated with a quantity, shall form part of the Contract. The Employer shall have the right to call for any item of work contained in the Bills of Quantities, and such items of work to be paid for at the rate entered by the tenderer and it is the intention of the Employer to take full advantage of unbalanced low rates.
- 10.6 Unless otherwise specified the tenderer must enter the amounts representing 10% of the sub-total of the summary of the Bills of Quantities for Contingencies and Variation of Prices [V.O.P.] payments in the summary sheet and add them to the sub-total to arrive at the tender amount.
- 10.7 The tenderer shall furnish with his tender written confirmation from his suppliers or manufacturers of unit rates for the supply of items listed in the Conditions of Contract clause 47 where appropriate.
- 10.8 The rates and prices quoted by the tenderer are subject to adjustment during the performance of the Contract only in accordance with the provisions of the Conditions of Contract. The tenderer shall complete the schedule of basic rates and shall submit with his tender such other supporting information as required under clause 47 of the Conditions of Contract Part II.

11. Currencies of Tender and Payment

- 11.1 Tenders shall be priced in Kenya Shillings or any other convertible currency.
- 11.2 Tenderers are required to indicate in the Statement of Foreign Currency Requirements, which forms part of the tender, the foreign currency required by them. Such currency should generally be the currency of the country of the tenderer's main office. However, if a substantial portion of the tenderer's expenditure under the Contract is expected to be in countries other than his country of origin, then he may state a corresponding portion of the contract price in the currency of those other countries. However, the foreign currency element is to be limited to two (2) different currencies and a maximum of 30% (thirty percent) of the Contract Price.
- 11.3 The rate or rates of exchange used for pricing the tender shall be selling rate or rates of the Central Bank of Kenya ruling on the date closing of tenders.

11.4 Tenderers must enclose with their tenders, a brief justification of the foreign currency requirements stated in their tenders.

12. Tender Validity

12.1 The tender shall remain valid and open for acceptance for a period of One Hundred and Fifty (150) days from the specified date of tender opening or from the extended date of tender opening (in accordance with clause 7.4 here above) whichever is the later.

12.2 In exceptional circumstances prior to expiry of the original tender validity period, the Employer may request the tenderer for a specified extension of the period of validity. The request and the responses thereto shall be made in writing or by cable, telex or facsimile. A tenderer may refuse the request without forfeiting his Tender Surety. A tenderer agreeing to the request will not be required nor permitted to modify his tender, but will be required to extend the validity of his Tender Surety correspondingly.

13. Tender Security

13.1 The tenderer shall furnish, as part of its Tender, a tender security for the amount specified in the Appendix to Instructions to Tenderers.

Original bid security shall be deposited to the **TENDER BOX** situated at the main reception before closing date and time as specified in the invitation to tender.

13.2 The tender security shall be either one or a combination of the following:-

- a) an original Bank Guarantee that is strictly in the form and content as prescribed in the Tender Security Form (Bank Guarantee) in the Tender Document.
- b) For Local bidders, Standby Letters of Credit (LC). All costs, expenses and charges levied by all banks party to the LC shall be prepaid by the Tenderer. The LC must contain all the mandatory conditions of payment to REREC as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.

13.3 The tender security shall be 2 percent of the tender price.

13.4 The tender security shall be valid for at least thirty (30) days beyond the tender validity period.

13.4 The format of the Surety shall be in accordance with the sample form of Tender Surety included in these tender documents; other formats may be permitted subject to the prior approval of the Employer. The Tender Surety shall be valid for thirty (30) days beyond the tender validity period.

13.5 Any tender not accompanied by an acceptable Tender Surety will be rejected by the Employer as non-responsive.

13.6 The Tender Sureties of unsuccessful tenderers will be returned as promptly as possible as but not later than fourteen (14) days after concluding the Contract execution and after a Performance Security has been furnished by the successful tenderer. The Tender Surety of

the successful tenderer will be returned upon the tenderer executing the Contract and furnishing the required Performance Security.

13.7 The Tender Surety may be forfeited:

- (a) if a tenderer withdraws his tender during the period of tender validity: or
- (b) in the case of a successful tenderer, if he fails
 - (i) to sign the Agreement, or
 - (ii) to furnish the necessary Performance Security
- (c) if a tenderer does not accept the correction of his tender price pursuant to clause 23.

14. No Alternative Offers

14.1 The tenderer shall submit an offer which complies fully with the requirements of the tender documents unless otherwise provided for in the appendix.

14.2 Only one tender may be submitted by each tenderer either by himself or as partner in a joint venture.

14.3 The tenderer shall not attach any conditions of his own to his tender. The tender price must be based on the tender documents. The tenderer is not required to present alternative construction options and he shall use without exception, the Bills of Quantities as provided, with the amendments as notified in tender notices, if any, for the calculation of his tender price.

14.4 Any tenderer who fails to comply with this clause will be disqualified.

15. Pre-Tender Meeting

15.1 If a pre tender meeting is convened the tenderer's designated representative is invited to attend a pre-tender meeting, which if convened, will take place at the venue and time stated in the Invitation to Tender. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

15.2 The tenderer is requested as far as possible to submit any questions in writing or by cable, to reach the Employer not later than seven days before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted in accordance with the following:

- (a) Minutes of the meeting, including the text of the questions raised and the responses given together with any responses prepared after the meeting will be transmitted without delay to all purchasers of the tender documents. Any modification of the tender documents listed in Clause 9 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of a tender notice pursuant to Clause 7 and not through the minutes of the pre-tender meeting.
- (b) Non-attendance at the pre-tender meeting will not be cause for disqualification of a bidder.

16. Format and Signing of Bid

- 16.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITT
- 16.2 Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 16.3 The bid documents shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation notarized by a Commissioner of Oath which shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.
- 16.4. In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 16.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.
- 16.6. The signed bid documents shall be scanned and uploaded to the collaboration folder in the response on Rural Electrification and Renewable Energy Corporation’s e-Procurement System.
- 16.7. The Original bid security shall be submitted to the Authority on or before the date of tender opening specified in the ITT.

17. Creation and Submission of Bids.

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

- (a) Login to REREC portal via url <https://suppliers.rea.co.ke:44300/irj/portal>
N/B: It is assumed that you have already completed the registration process and that your registration has been approved by REREC and you have created an employee user account to transact with REREC via url [https://suppliers.rea.co.ke:44200/supportal\(bD1lbiZjPTUwMCZkPW1pbg==\)/bspwdaapplication.do#VIEW_ANCHOR-ROS_TOP](https://suppliers.rea.co.ke:44200/supportal(bD1lbiZjPTUwMCZkPW1pbg==)/bspwdaapplication.do#VIEW_ANCHOR-ROS_TOP)

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

- Each company must have two user accounts; **Admin Account and Employee Account**. Ensure that the following roles are NOT ASSIGNED to the employee; Employee Administrator and Supplier Master Data manager.
 - Ensure that the admin account and employee account does not share same email address
 - Ensure that the Employee user name is between 4 and 12 characters.
 - For the purpose of this tender bidding, **the employee account** shall be used to submit your RFX responses.
- (b) Choose RFX and Auction link in the navigation pane
 - (c) Click on the RFX number to open it
 - (d) Click Register and then Click Participate
 - (e) Click Create response; You will get a unique number for your response for the RFX

- (f) Navigate to the Notes and Attachments tab and click on Collaboration link at the bottom of the screen (the link will be in the format “**RFX Response No: Company Name**”). If under your notes and attachment no link is formed in the collaboration room, you are advised to delete the response and create a new one until the link is formed, in this link all the documents of the tender shall be uploaded.

N/B: You can view and download all documents pertaining to the tender from here. Ensure that all documents are uploaded to the Collaboration room in the link with “RFX Response Number: Company Name” therefore no responses shall be attached to the attachments, any such action shall be treated non-responsive, and the attachments shall not be evaluated.

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

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

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

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

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

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

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

17.4 All pages of the Tender, including un-amended printed literature, shall be initialed by the person or persons signing the Tender and serially numbered.

17.5 The Tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person or persons signing the Tender.

17.6 REREC will assume no responsibility whatsoever for the Tenderer’s failure to comply with or observe the entire contents of this paragraph 17.

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

18. Modification, Withdrawal and deadline for submission of Tenders

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

- 18.2 **Withdrawal:** A Bidder may withdraw a Bid after it has been submitted by clicking withdraw if they are no longer interested in participating in the tender. A withdrawn bid shall not be evaluated
- 18.3 **Deadline for Submission of Tenders:** Tenders must be submitted online on or before the time specified in the Invitation to Tender.
REREC may, at its discretion, extend this deadline for submission of Tenders by amending the tender documents in accordance with paragraph 3.7, in which case all rights and obligations of REREC's and the Tenderer previously subject to the initial deadline, will therefore be subject to the deadline as extended.

19. Tender Opening

- 19.1. The Employer will open the tenders electronically in the presence of the tenderers' representatives who choose to attend at the time and location indicated in the Letter of Invitation to Tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 19.2. At the tender opening, the Employer will announce the tenderer's names, total tender price, tender price modifications and tender withdrawals, if any, the presence of the requisite Tender Surety and such other details as the Employer, at his discretion, may consider appropriate. No tender shall be rejected at the tender opening except for late tenders.
- 19.3 The Employer shall prepare a tender opening register and minutes of the tender opening including the information disclosed to those present.
- 19.4. Tenders not opened and read out a tender opening shall not be considered further for evaluation, irrespective of the circumstances. A tender who for any reason was not available in the Tender opening platform of the Procuring Entity and whose price was not read will not be evaluated

20. Process to be Confidential

- 20.1. After the public opening of tenders, information relating to the examination, clarification, evaluation and comparisons of tenders and recommendations concerning the award of Contract shall not be disclosed to tenderers or other persons not officially concerned with such process until the award of Contract is announced.
- 20.2 Any effort by a tenderer to influence the Employer in the process of examination, evaluation and comparison of tenders and decisions concerning award of Contract may result in the rejection of the tenderer's tender.

21. Clarification Tenders

- 21.1. To assist in the examination, evaluation and comparison of tenders, the Employer may ask tenderers individually for clarification of their tenders, including breakdown of unit prices. The request for clarification and the response shall be in writing or by cable, facsimile or telex, but no change in the price or substance of the tender shall be sought, offered or

permitted except as required to confirm the correction of arithmetical errors discovered by the employer during the evaluation of the tenders in accordance with clause 24.

- 21.2. No Tenderer shall contact the Employer on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded. If the tenderer wishes to bring additional information to the notice of the Employer, he shall do so in writing.

22. Determination of Responsiveness

- 22.1 Prior to the detailed evaluation of tenders, the Employer will determine whether each tender is substantially responsive to the requirements of the tender documents.
- 22.2 For the purpose of this clause, a substantially responsive tender is one which conforms to all the terms, conditions and specifications of the tender documents without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, completion timing or administration of the Works to be undertaken by the tenderer under the Contract, or which limits in any substantial way, inconsistent with the tender documents, the Employer's rights or the tenderers obligations under the Contract and the rectification of which would affect unfairly the competitive position of other tenderers who have presented substantially responsive tenders.
- 22.3 Each price or unit rate inserted in the Bills of Quantities shall be a realistic estimate of the cost of completing the works described under the particular item including allowance for overheads, profits and the like. Should a tender be seriously unbalanced in relation to the Employer's estimate of the works to be performed under any item or groups of items, the tender shall be deemed not responsive.
- 22.4 A tender determined to be not substantially responsive will be rejected by the Employer and may not subsequently be made responsive by the tenderer by correction of the non-conforming deviation or reservation.

23. Correction of Errors

- 23.1 There shall be no correction of prices. Bid prices shall be the ones read out during opening and unless specified in the BDS shall be assumed to include all requisite taxes and levies

24. Conversion to Single Currency

- 24.1 For compensation of tenders, the tender price shall first be broken down into the respective amounts payable in various currencies by using the selling rate or rates of the Central Bank of Kenya ruling on the date on the date of tender closing.
- 24.2 The Employer will convert the amounts in various currencies in which the tender is payable (excluding provisional sums but including Day works where priced competitively) to Kenya Shillings at the selling rates stated in clause 24.1.

25. Evaluation and Comparison of Tenders

- 25.1 The Employer will evaluate and compare only tenders determined to be substantially responsive to the requirements of the tender documents in accordance with clause 23.

- 25.2. In evaluating tenders, the Employer will determine for each tender the evaluated tender price by adjusting the tender price as follows:
- (a) Making any correction for errors pursuant to clause 24.
 - (b) Excluding Provisional Sums and provision, if any, for Contingencies in the Bills of Quantities, but including Day works where priced competitively.
- 25.2 The Employer reserves the right to accept any variation, deviation or alternative offer. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the tender documents or otherwise result in the accrual of unsolicited benefits to the Employer, shall not be taken into account in tender evaluation.
- 25.3 Price adjustment provisions in the Conditions of Contract applied over the period of execution of the Contract shall not be taken into account in tender evaluation.
- 25.4 If the lowest evaluated tender is seriously unbalanced or front loaded in relation to the Employer's estimate of the items of work to be performed under the Contract, the Employer may require the tenderer to produce detailed price analyses for any or all items of the Bills of Quantities, to demonstrate the relationship between those prices, proposed construction methods and schedules. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in clause 29 be increased at the expense of the successful tenderer to a level sufficient to protect the Employer against financial loss in the event of subsequent default of the successful tenderer under the Contract.
- 25.5 Firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 15% preferential bias provided that they do not sub-contract work valued at more than 50% of the Contract Price excluding Provisional Sums to a non-indigenous sub-contractor.
- 25.6 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 25.7 Persons not officially involved in the evaluation of tender shall not attempt in any way to influence the evaluation.

AWARD OF CONTRACT

26. Post – Qualification and Award

- 26.1 In the absence of pre-qualification, the employer will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 26.2 The determination will take into account the tenderer financial, technical and production activities. It will be based on examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, as well as such other information as the employer deems necessary and appropriate.

26.3 An affirmative determination will be a pre-requisite for award of the contract to the tenderer. A negative determination will result in rejection of the tenderer's tender, in which the employer will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

26.4 Subject to clause 26.2, the Employer will award the Contract to the tenderer whose tender is determined to be substantially responsive to the tender documents and who has offered the lowest evaluated tender price subject to possessing the capability and resources to effectively carry out the Contract Works.

27. Rejection of all tenders

27.1 The Employer reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders, at any time prior to award of Contract, without thereby incurring any liability to the affected tenderers or any obligation to inform the affected tenderers of the grounds for the Employer's action.

27.2. The Employer reserves the right at the time of contract award to increase or decrease the number of projects originally specified in the schedule of projects without any change in unit price or other terms and conditions.

28. Notification of Award and signing of contract

28.1 Prior to the expiration of the period of tender validity prescribed by the Employer, the Employer will notify the successful tenderer by cable, telefax or telex and confirmed in writing by registered letter that his tender has been accepted. This letter (hereinafter and in all Contract documents called "Letter of Acceptance") shall name the sum (hereinafter and in all Contract documents called "the Contract Price") which the Employer will pay to the Contractor in consideration of the execution and completion of the Works as prescribed by the Contract.

28.2 Upon the furnishing of a Performance Security by the successful tenderer, the unsuccessful tenderers will promptly be notified that their tenders have been unsuccessful.

28.3 At the same time the employer notifies the successful tenderer that his tender has been accepted, the employer shall notify the other tenderers that their tenders have been unsuccessful.

28.4 Within fourteen [14] days of receipt of the form of Contract Agreement from the Employer, the successful tenderer shall sign the form and return it to the Employer together with the required Performance Security.

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

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

29. Performance Guarantee

- 29.1 Within twenty eight [28] days of receipt of the notification of award from the Employer, the successful tenderer shall furnish the Employer with a Performance Security in an amount stated in the Appendix to Instructions to Tenderers.
- 29.2 The Performance Security to be provided by the successful tenderer shall be an unconditional Bank Guarantee issued at the tenderer's option by an established and a reputable Bank approved by the Employer and located in the Republic of Kenya and shall be divided into two elements namely, a performance security payable in foreign currencies and performance security payable in Kenya Shillings. The value of the two securities shall be in the same proportions of foreign and local currencies as requested in the form of foreign currency requirements.
- 29.3 Failure of the successful tenderer to lodge the required Performance Security shall constitute a breach of Contract and sufficient grounds for the annulment of the award and forfeiture of the Tender Security and any other remedy under the Contract the Employer may award the Contract to the next ranked tenderer.

30. Advance Payment

- 30.1 An advance payment, if approved by the Employer, shall be made under the Contract, if requested by the Contractor, in accordance with the Conditions of Contract. The Advance Payment Guarantee shall be denominated in the proportion and currencies named in the form of foreign currency requirements. For each currency, a separate guarantee shall be issued. The guarantee shall be issued by a bank located in the Republic of Kenya, or a foreign bank through a correspondent bank located in the Republic of Kenya, in either case subject to the approval of the Employer.

31. Corrupt and fraudulent practices

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

SECTION III: APPENDIX TO INSTRUCTIONS TO TENDERERS

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

No.	ITT Reference Clause	Particulars of Appendix
1	Eligible Tenderers	<i>Local Contractors Registered in Kenya</i>
2	Origin of Eligible goods	<i>Any country is eligible</i>
3	Time for Completion of Works	<i>6 months</i>
4	Site Visit and Pre-Bid Meeting	<i>Pre-bid meeting shall be held on date and time specified in the invitation to tender at Kawi House, South C.</i>
5	Attendance of site visit	<i>a) There will be no site visit arranged by the Employer. Bidders who wish to visit the site shall do so on their own.</i>
6	Documents Comprising the Tender – List of Previous Customers	<i>The Tenderer shall submit at least four (4) names with full contact as well as physical addresses of previous customers of similar works/services and letters from the Previous customers confirming completion of the contracts on schedule.</i>
7	Documentary evidence of financial capability	<i>Two years audited financial statements required must be those that are reported within fifteen (15) calendar months of the date of the tender document</i>
8	Tender Currency	<i>For avoidance of doubt, the currency of the tender Shall be in Kenya Shillings or easily convertible currency at the tender opening exchange rates</i>
9	Tender Security	<i>2% of the bid value. The original tender security shall be dropped in the tender box situated in Ground Floor Kawi House South C. before closing date and time as per invitation to tender. A scanned copy of the Tender security shall be submitted electronically with the rest of the bid.</i>
10	Creation & Submission of Tenders	<i>There will be only one document submitted on the e- Procurement portal. Bidders shall view and download all documents pertaining to the tender from cFolders. Ensure that all documents are uploaded to the Collaboration room in the link with <u>“RFX Response Number: Company Name”</u> therefore no responses shall be attached to the attachments, any such action shall be treated non-responsive, and the attachments shall not be evaluated.</i>
11	Opening of Tenders	<i>The tender shall be opened electrically in Kawi House South C, in Mini Board Room 2nd Floor</i>
11	Performance Security	<i>Performance bond shall be. 10 % of the Total Contract value.</i>

SECTION VII – GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract hereinafter referred abbreviated as the GCC shall form part of the Conditions of Contract in accordance with the law and REREC’s guidelines, practices, procedures and working circumstances. The provisions in the GCC will apply unless an alternative solution or amendment is made under other parts of the Contract including the Special Conditions of Contract.

7.1 Definitions

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

- a) “The Contract” means the agreements entered into between REREC and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the Contractor under the contract for the full and proper performance of its contractual obligations.
- c) Wherever used in the contract, “performance” shall be complete or be deemed to be complete, unless the circumstances indicate otherwise, when the services have been performed in accordance with the Contract and where REREC does not signify its approval to the Contractor, but without giving notice of dissatisfaction, on the expiration of thirty (30) days from date of completion of performance of the service.
- d) “The Services” means, services or part(s) thereof, to be provided by the Contractor and includes all of the materials and incidentals, which the Contractor is required to perform and provide to REREC under the contract.
- e) “The Procuring Entity” means The Rural Electrification Authority, REREC or its successor(s) and assign(s) where the context so admits (hereinafter abbreviated as REREC).
- f) “The Contractor” means the individual or firm providing the services under this contract or his/ her/ its permitted heir(s), personal representative(s), permitted successor(s) or permitted assign(s) where the context so admits. For the avoidance of doubt this shall mean the successful Tenderer(s) pursuant to the tender.
- g) “Day” means calendar day and “month” means calendar month.

7.2 Application

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

7.3 Standards

The Services supplied under this contract shall conform to the standards mentioned in the Details of Service.

7.4 Use of Contract Documents and Information

7.4.1 The Contractor shall not, without REREC’s prior written consent, disclose the contract, or any provision thereof or any specification, plan, drawing, pattern, sample, or information furnished

by or on behalf of REREC in connection therewith, to any person other than a person employed by the Contractor in the performance of the contract.

7.4.2 The Contractor shall not, without REREC's prior written consent, make use of any document or information enumerated in clause 7.4.1 above.

7.4.3 Any document, other than the contract itself, enumerated in clause 7.4.1 shall remain the property of REREC and shall be returned (including all copies) to REREC on completion of the Contractor's performance under the contract if so required by REREC.

7.5 Patent Rights

The Contractor shall indemnify REREC against all third party claims of infringement of patent, trademark, or industrial design rights arising from provision of the services or any part thereof.

7.6 Performance Security

7.6.1 Within twenty one (21) days of the date of the notification of contract award, the Contractor shall furnish to REREC the Performance Security being the sum of ten percent (10%) of the contract price. It shall strictly be in the form and content as prescribed in the Performance Security Form provided in the Tender Document.

7.6.2 Failure of the Contractor to furnish the Performance Security, the award shall be annulled and the Tender Security forfeited, in which event REREC may notify the next lowest evaluated Tenderer that it's Tender has been accepted.

7.6.3 In the event that the Contractor fails to furnish the Performance Security as required, the contract, if it has been entered into by the Parties, shall stand null and void and REREC shall not be liable to any person in any manner howsoever.

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

7.6.5 The Performance Security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be an Original bank guarantee issued by a commercial bank located in Kenya or an Insurance Company approved by PPOA.

7.6.6 The Performance Security shall be valid for a minimum of sixty (60) days after satisfactory completion by the Contractor of its obligations under the Contract.

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

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

7.7 Inspection and Tests

- 7.7.1 REREC or its representative(s) shall have the right to inspect and/or to test the services to confirm their conformity to the contract specifications. REREC shall notify the Contractor in writing in a timely manner, of the identity of any representative(s) retained for these purposes. Such visit and or inspection/ test shall in no way prejudice REREC's rights and privileges.
- 7.7.2 In appropriate circumstances, Inspection/ Test Report(s) shall be completed upon conclusion of the inspection/ tests.
- 7.7.3 The inspections and tests may be conducted in the premises of the Contractor or its subcontractor(s). If conducted on the premises of the Contractor or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to REREC.
- 7.7.4 Should any inspected or tested services fail to conform to the specifications, REREC may reject the Service(s), and the Contractor shall either replace or remedy the rejected services or make alterations necessary to meet specification requirements free of cost to REREC.
- 7.7.5 REREC's right to inspect, test and where necessary, reject the services after provision shall in no way be limited or waived by reason of the services having previously been inspected, tested and passed by REREC or its representative(s) prior to the services performance / delivery.
- 7.7.6 For the avoidance of doubt, any acknowledgement by REREC on the Contractor's or subcontractor's document shall not be conclusive proof or evidence of satisfactory performance without duly authorized approval by REREC.
- 7.7.7 Nothing in this clause 7.7 shall in any way release the Contractor from any warranty or other obligations under this Contract.

Not Applicable

7.8 Packaging and Labeling

- 7.8.1 Where applicable, the Contractor shall provide such packaging of the material and equipment as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract.
- 7.8.2 The method of packaging, labeling and marking shall comply strictly with such special requirements as shall be specified and attached to the Contract and particular Order.
- 7.8.3 The labeling, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract.
- 7.8.4 The materials and equipment shall be packed in good condition suitable for sea/air/road/rail dispatch. Hazard in transit to the final destination shall include rough handling and storage in tropical conditions.

Not Applicable

7.9 Delivery and Documents for Materials/ Equipment

- 7.9.1 Where applicable, delivery of the materials/ equipment shall be made by the Contractor to the place and in accordance with the terms specified by REREC in its Schedule of Requirements or as may be otherwise indicated.
- 7.9.2 The Contractor shall notify REREC of the full details of the delivered materials/ equipment by delivering the materials/ equipment with a full set of the following documents: -

- a) Contractor's invoice showing the materials/ equipment description, quantity, unit price and total price
- b) Delivery note
- c) Packing list identifying contents of each package

7.9.3 It is the responsibility of the Contractor to ensure that the delivery documents are received by REREC at the designated delivery point at the time of delivery.

7.10 Insurance

7.10.1 The Contractor shall be responsible for and keep in force current appropriate insurance covers for its property and persons engaged in the performance and or provision of the Services under the contract.

7.10.2 The Contractor shall (except in respect to losses, injuries or damage resulting from any act or neglect of REREC) indemnify and keep indemnified REREC against all losses and claims for injuries or damage to any person or property whatsoever which may arise out of or in consequence of the contract and against all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto.

7.11 Payment

7.11.1 Payments shall be made promptly by REREC and shall not be less than thirty (30) days from completion of satisfactory performance and submission of invoice together with other required and related documents or as otherwise prescribed in the contract.

7.11.2 The method and conditions of payments to be made to the Contractor under this contract shall be as prescribed in the contract.

7.12 Interest

Interest payment by REREC is not napplicable in the contract.

7.13 Advance Payment

7.13.1 REREC may pay to the Contractor an advance payment of the contract price up to a maximum of ten percent (10%) adjusted to give effect to such additions thereto and such deductions there from as may be provided for in this contract.

7.13.2 An advance payment may be payable within a fixed period not more than sixty (60) days after the Commencement date subject to the receipt by REREC of an original Advance Payment Guarantee to be provided within at least thirty (30) days of the Commencement Date. It shall strictly be in the form and content as prescribed in the Bank Guarantee for Advance Payment Form provided in the Tender Document.

7.13.3 Within thirty (30) days of the Commencement Date of this contract, the Contractor shall at his own expense furnish REREC with an original Advance Payment Guarantee issued by a commercial bank located in Kenya and acceptable to REREC and shall be in the same amount and currency denomination of the contract sum(s) in exchange for the advance payment.

7.13.4 The Contractor shall keep the Advance Payment Guarantee in force until the date when the services equivalent to the advance payment are properly performed, in accordance with this contract and it is entitled to such payment in terms of the Contract.

- 7.13.5 REREC shall seek authentication of the Advance Payment Guarantee from the issuing bank prior to release of the advance payment. It is the responsibility of the Contractor to sensitize its issuing bank on the need to respond directly and expeditiously to queries from REREC. The period for response shall not exceed five (5) days from the date of REREC's query. Should there be no conclusive response by the Bank within this period, such Contractor's Advance Payment Guarantee may be deemed as invalid and the Contract nullified.
- 7.13.6 REREC shall charge a levy of two percent (2%) per month or as otherwise may be prescribed on the amount advanced under this clause.
- 7.13.7 The levy shall be recoverable from the Contractor at the expiry of every month from the date of the disbursement of the advance payment, and, such levy shall be charged and payable by the Contractor on the prevailing amount payable by the Bank to REREC against the Advance Payment Guarantee.
- 7.13.8 Should the Contractor default or fail in observing the provisions of this Clause, then and in that case REREC shall be entitled to call up and liquidate the entire prevailing amount of the Advance Payment Guarantee without prejudice to REREC's existing rights and the Contractor's obligations under the contract.

7.14 Prices

Prices charged by the Contractor for services performed under the contract, subject to clause 7.15 herein below, shall be fixed for the period of the contract with no variations.

7.15 Variation of Contract

Notwithstanding the other terms and conditions of the contract, REREC and the Contractor may vary the contract only in accordance with the following: -

- a) The price variation shall be based on the prevailing consumer price index obtained from the Central Bureau of Statistics or the monthly inflation rate issued by the Central Bank of Kenya.
- b) The quantity variation for services shall not exceed ten percent (10%) of the original contract quantity.
- c) The price or quantity variation must be executed within the period of the contract.

7.16 Assignment

The Contractor shall not assign in whole or in part its obligations to perform under this contract, except with REREC's prior written consent.

7.17 Subcontracts

- 7.17.1 The Contractor shall notify REREC in writing of all subcontracts awards under this contract if not already specified in the tender. Such notification, in the original tender or obligation under the Contract shall not relieve the Contractor from any liability or obligation under the Contract.
- 7.17.2 In the event that an award is given and the contract is sub-contracted, the responsibility and onus over the contract shall rest on the Contractor who was awarded.

7.18 Termination of Contract

- 7.18.1 REREC may, without prejudice to any other remedy for breach of contract, by written notice sent to the Contractor, terminate this contract in whole or in part due to any of the following: -
- a) If the Contractor fails to perform any or all of the services within the period(s) specified in the contract, or within any extension thereof granted by REREC.
 - b) If the Contractor fails to perform any other obligation(s) under the contract.
 - c) If the Contractor, in the judgment of REREC has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
 - d) By an act of force majeure.
 - e) If the Contractor becomes insolvent or bankrupt
 - f) if the Contractor has a receiving order issued against it, compounds with its creditors, or an order is made for its winding up (except for the purposes of its amalgamation or reconstruction), or a receiver is appointed over its or any part of its undertaking or assets, or if the Contractor suffers any other analogous action in consequence of debt.
 - g) If the Contractor abandons or repudiates the Contract.
- 7.18.2 REREC by written notice sent to the Contractor may terminate the Contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for REREC's convenience, the extent to which performance, by the Contractor, of the contract, is terminated and the date on which such termination becomes effective.
- 7.18.3 For the remaining part of the Contract after termination for convenience, REREC may pay to the Contractor an agreed amount for partially completed services.
- 7.18.4 In the event that REREC terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not rendered, and the Contractor shall be liable to REREC for any excess costs for such similar services and or any other loss PROVIDED that the Contractor shall not be so liable where the termination is for convenience of REREC.
- 7.18.5 The Parties may terminate the Contract by reason of an act of force majeure as provided for in the contract.
- 7.18.6 The Contract may automatically terminate by reason of an act of force majeure as provided for in the Contract.

7.19 Liquidated Damages

Notwithstanding and without prejudice to any other provisions of the contract, if the Contractor fails to perform any or all of the services within the period specified in the contract, REREC shall, without prejudice to its other remedies under the contract, deduct from the contract prices, liquidated damages sum equivalent to 0.5% of the performance price per day of delay of the delayed due services up to a maximum of ten percent (10%) of the performance price of the delayed due services.

7.20 Warranty

- 7.20.1 Where applicable, the Contractor warrants that the Services provided under the contract are of the highest quality or current specification and incorporate all recent improvements unless provided otherwise in the contract. The Contractor further warrants that the materials/

equipment provided under this contract shall have no defect arising from manufacture, materials or workmanship or from any act or omission of the Contractor that may develop under normal use of the materials/ equipment provided under the conditions obtaining in Kenya.

- 7.20.2 This Warranty will remain valid for one (1) year after the services, or any part thereof as the case may be, have been performed as indicated in the contract.
- 7.20.3 REA shall promptly notify the Contractor in writing of any claims arising under this Warranty.
- 7.20.4 Upon receipt of such a notice, the Contractor shall, with all reasonable speed, remedy the defective services without cost to REREC.
- 7.20.5 If the Contractor having been notified fails to remedy the defect(s) within a reasonable period, REREC may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which REREC may have against the Contractor under the contract.

7.21 Resolution of Disputes

- 7.21.1 REREC and the Contractor may make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
- 7.21.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may resort to resolution before a recognized local forum for the resolution of disputes.

7.22 Language and Law

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

7.23 Waiver

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

7.24 Force Majeure

- 7.24.1 Force majeure means any circumstances beyond the control of the parties, including but not limited to:
 - a) War and other hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo;
 - b) ionizing radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosives or other hazardous properties of any explosive nuclear assembly or nuclear components thereof;
 - c) Rebellion, revolution, insurrection, military or usurped power & civil war;
 - d) Riot, commotion or disorder except where solely restricted to employees servants or agents of the parties;

e) Un-navigable storm or tempest at sea.

- 7.24.2 Notwithstanding the provisions of the contract, neither party shall be considered to be in default nor in breach of its obligations under the Contract to the extent that performance of such obligations is prevented by any circumstances of force majeure which arise after the contract is entered into by the parties.
- 7.24.3 If either party considers that any circumstances of force majeure are occurring or have occurred which may affect performance of its obligations it shall promptly notify the other party and provide reasonable proof of such circumstances.
- 7.24.4 Upon the occurrence of any circumstances of force majeure, the Contractor shall endeavor to continue to perform its obligations under the contract so far as is reasonably practicable. The Contractor shall notify REREC of the steps it proposes to take including any reasonable alternative means for performance, which is not prevented by force majeure. The Contractor shall not take any such steps unless directed so to do by REREC.
- 7.24.5 If the Contractor incurs additional costs in complying with REREC's directions under sub clause 7.24.4, then notwithstanding the provisions of the contract, the amount thereof shall be agreed upon with REREC and added to the contract price.
- 7.24.6 If circumstances of force majeure have occurred and shall continue for a period of twenty one (21) days then, notwithstanding that the Contractor may by reason thereof have been granted an extension of time for performance of the contract, either party shall be entitled to serve upon the other seven (7) days' notice to terminate the contract. If at the expiry of the period of twenty-eight (28) days, force majeure shall still continue, the contract shall terminate.

SECTION VIII – SPECIAL CONDITIONS OF CONTRACT

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

No.	GCC Reference Clause	Particulars of SCC
1.	7.6.1 Performance Security	Successful bidders are required to submit 10% of the total contract price.
1.	7.11.1 Payment -Terms of	The credit period shall be thirty (30) days from satisfactory performance and submission of invoice and other required and related documents.
2.	7.11.2 Methods and Conditions of Payment	a) Payment shall primarily be through REREC’s cheque or EFT.
	7.13.1 Advance Payment	Advance payment is not applicable in this tender.

SECTION V: SUMMARY OF EVALUATION PROCESS

1. PRELIMINARY EVALUATION

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

No.	ITEM
1	Submission of 2% Tender Security (mandatory) 150 days
2	Submission of duly filled, signed and stamped Tender Form (120 days) and Price Schedule, Tender Questionnaire, Letter of Application & Declaration form (mandatory)
3	Copy of certificate of incorporation (mandatory)
4	Duly filled, signed and stamped Confidential Business Questionnaire (mandatory)
5	Valid KRA tax compliance
6	Copy of itax PIN certificate with both income and VAT obligations
7	Schedule of Construction period and the work programme
8	Submission of list of similar projects executed in the last 5 years - minimum 2
9	Submission of Particulars of key staff – Key Person to handle the project
10	List of construction plant and equipment
11	Audited statements of accounts for the last two years or bank statements for the last 6 months
12	Copies of the tender should be submitted in 3 sets - one original and two duplicates
	COMPLIANCE

Technical Evaluation

The Technical evaluation criteria will be as follows based on the information given in Section H:-

	Specifications	Requirements
1	Key Personnel	<p>Lead/Supervisors Lead Technical staff/Personnel <i>Should have a Higher National Diploma or BSc in Engineering or Equivalent.</i> <i>(Signed CVs by the Supervisors and copies of Certificates MUST be submitted).</i> <i>He/She shall be an expert in biogas generation systems, He/ She should also have 5yrs of proven experience in conceptualizing design and implementation of solid organic waste and sewage based biogas systems.</i> <i>In addition, He/She should have at least 5yrs proven experience in area of waste management with emphasis on conversion of waste to energy</i></p>
		<p>Technician <i>Should have a diploma in civil/mechanical/chemical engineering or equivalent with at least two years' experience in biogas systems or certificate artisan with at least four(4) years' experience in construction of biogas systems.</i></p>
2	Schedule of on-going projects	<p>Provide a detailed Schedule of Similar Biogas projects being constructed giving name of the Client, contract value, % of completion and completion date. Letter of offer to be attached.</p>
3	Contracts completed in the last five years	<p>Number of related projects <i>Names with full contact as well as physical addresses of previous customers of similar services, together with a letter from each of them confirming completion of the contracts on schedule.</i></p>
		<p>Value of related projects done successfully and commissioned per year.</p>

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

FINANCIAL EVALUATION

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

- i. The Procuring Entity SHALL apply the prevailing mean exchange rate at the time of tender opening for purposes of conversion of tender currencies into one common currency for comparison of unit prices. The source of the prevailing exchange rate shall be the Central Bank of Kenya
- ii. Authentication of the tender security from the issuing bank.
- iii. Confirmation that the bidder has quoted his prices Delivered Duty Paid, vat inclusive to site outlined in the Schedule of Requirements.
- iv. Compliance with the stated REREC terms of payments
- v. Evaluation of the tendered price competitiveness amongst bidders.
- vi. Financial reports
 - Turnover (Equivalent to 100 % of Contract Sum)
 - Cash flow (Positive and Equivalent to 25% of Contract Sum) Net Assets (Positive)
- vii. Evidence of financial resources
 - Liquidity position (Cash and cash equivalents including lines of credit) Equivalent to 60% of Contract Sum.

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

SECTION VI: SPECIFICATIONS

Technical Specifications for Works MOI GIRLS - ISINYA BIOGAS.

Brief description of existing system for MOI GIRLS BIOGAS:

There are 2 (100M³) anaerobic digesters receiving feedstock from 16 cubicle trench toilets and 3 dormitories with 28 toilets. Approximately 1000 students frequently use the toilets. The biogas generated from this feedstock will be used to supply a 12.5kVA gas generator that will supply a 7.5 kW , 3 - phase bore hole pump. The residual part of the waste will be used to plant blue gum trees.

The initial Bills of Quantities is as indicated below;

MOI GIRLS ISINYA				
ITEM	DESCRIPTION	QTY	UNIT	STATUS
1	SITE PREPARATION, ALL EXCAVATIONS & EARTHWORKS			
A	Site clearing, excavation to required depth approx. 4500mm for all digesters, excavate for gas pipeline, back fill in compacted layers, cart away excess soil, landscaping after completion and replacing grass.	1	Item	Done
B	Excavate to required depth for the trench toilets, shower water tanks, pipeline linking collection tanks to trench toilets.	1	Item	Done
C	Allow for keeping excavations free from water by pumping.	1	Item	Done
2	CUBICLE TRENCH TOILETS			
	16 Cubicle toilets on two parallel rows with 2m corridor between them. The outer walling to be 2.5m high and the cubicle partitioning wall 1.8 m. Wall will be constructed from 150mm machine cut stones with interior plaster and key finish on outer walls. There will be two open entries on opposite side of the corridor. The main work consists of :	1	Item	Done
	Backfilling and compacting hardcore; construction of two parallel trenches with each trench providing space for 8 cubicles; Squatting holes in each cubicle line with 150mm dia. PVC pipe and dipping into the trench; construction of underground shower water collection tanks upstream of trenches; laying of shower water collection pipes (dia. 100mm PVC) from the showers and laundry areas; provision of gate valve for periodical flushing of the trench for feeding the digesters downstream; roofing of the toilet block with CGI G30 matching; provision of 100mm PVC vent pipes, 6No. on each trench; and construction of the digester post effluent treatment facility.	1	Item	Done
3	200 M ³ ANAEROBIC DIGESTOR(S)			
	200 M ³ SEWAGE ANAEROBIC DIGESTOR(S)			
A	100 M ³ Dome digester built with 225mm machine cut stones: Cylindrical bottom, dome middle, Top Gas tank (MS) in clean water jacket. Feedstock introduced to three points 1 m above base of digester.	2	No.	Done

ITEM	DESCRIPTION	QTY	UNIT	STATUS
	Mixing device			
B	Centrally fixed mixing galvanized steel pipe 62.5mm with mixing radial arms at different heights from the bottom of digester. The central pipe to rotate at a 100mm Y12 ring 1m above bottom above bottom anchored to three pillars at least 1m from digester walling.	2	Item	Done
4	GAS COLLECTION			
A	Gas holding mild steel tank made from a 3mm plate fixed in the water jacket so as not to be in contact with the waste water.	2	No.	Done
B	Gas outlet connections consisting of 50mm GI connections and 50mm gas valve.	2	Item	Done
C	Biogas Meters that can measure up-to a maximum flow rate of 10 M ³ /h.	2	No.	Done
5	GAS BAG			
A	20 M ³ Special PVC central gas storage located next to the biogas generator. Gas storage bag to be sheltered in a secure masonry room.	1	No.	Done
6	ELECTRICAL POWER GENERATION			
A	Supply and Install 12.5 KVA, 3-phase Biogas Generator. Operation continuous (prime). RPM 1500	1	No.	Done
B	Supply and install energy meters.	1	No.	
C	Supply and install 3-Phase distribution board.	1	No.	Done
D	Supply and install all switch gear and safety controls. This should include manual change-over switching for interchange power supply between generator and grid.	1	No.	Done
E	Supply and install solenoid valves to switch off gas in the event of generator stoppage.	1	No.	Done

ITEM	DESCRIPTION	QTY	UNIT	STATUS
F	Supply and install biogas purification equipment to reduce hydrogen sulphide.	1	No.	Done
G	Supply and install all electric cabling to supply power to the existing 5 HP (4 KW) bore hole pump.	1	No.	Done
7	MAIN GAS LINE			
A	All plumbing works including supply of materials, 50 mm (2 inches) dia. Pipe to the gas bag.	1	No.	Done
8	PERIMETER FENCE			
A	Chain link fence around digestors. Poles made from recycled plastic spaced at 3m between them.	1	Item	Done
9	SAFETY EQUIPMENT			
A	Fire Extinguishers.	1	No.	Provided
B	Fire Alarms.	1	No.	Manual
C	Smoke detectors.	1	No.	Manual
D	Signage at digester location and vicinity of generator and gas bag.	3	No.	Done
10	BIOGAS SYSTEMS DESIGN			
A	Site assessment to determine facilities layout.	1	Item	Done
B	Assessment of waste resources availability.	1	Item	Done
C	Assessment of energy demand and supply patterns.	1	Item	Done
D	Design of all digestors and production of layout and section drawings and itemized bill of quantities.	1	Item	Done

ITEM	DESCRIPTION	QTY	UNIT	STATUS
11	TESTING AND COMMISSIONING			
A	Digester initial feeding.	1	Item	Done
B	Digester start up.	1	Item	Done
C	Gas testing for two (2) weeks.	1	Item	Done
D	Digester commissioning.	1	Item	Not Done
12	DIGESTOR OPERATIONS			
A	Technical backstopping the operations and performance of the biogas system for 6 months from the date of commissioning.	1	Item	Not Done
B	Collect operational data: Gas usage per day, energy generation per day.	1	Item	Not Done
C	Train the school to operate and maintain the system.	1	Item	Not Done
D	Assist the School to attend to any trouble shooting and build capacity to operate the system.	1	Item	Not Done
E	Develop an operational manual for the biogas system for use by the School.	1	Item	Not Done
13	PROJECT DOCUMENTATION			
A	Project drawings, Bill of quantities and Costs as installed.	1	Item	Provided
B	Video documentation and photographs in the testing, commissioning and operational phases.	1	Item	Not Done
C	6 Months operational data including financial and environmental benefits to the School and recommendations.	1	Item	Not Provided
GP1		0	0	
GP2		0	0	
GP3		0	0	
GP4	A, B, C, D and E	1	Item	
GP5	A, B and C	1	Item	
GP6	A, B, C, D and E	1	Item	
GP7				
C	Sanitation Works	1	Item	
GP8	A, B and C	1	Item	
GP9	A, B, C and D	1	Item	
GP10	A, B, C and D	1	Item	
GP11			Item	
B	Protection of Works	1	Item	
C	Removal of Rubish Etc	1	Item	
GP12	A, B, C, D and E	1	Item	

Technical Specifications for Works MANG’U BIOGAS.

Brief description of existing system for MANGU HIGH BIOGAS:

There are 2 (100M³) anaerobic digesters receiving feedstock ablation blocks sewer system and 1 (50M³) anaerobic digester receiving feedstock from cow dung from cows kept by the school. Approximately 1600 students frequently use the toilets. The biogas generated from this feedstock will be used to supply a 25Kva, 20kW gas generator that will supply a 15kW borehole pump.

The initial Bills of Quantities is as indicated below;

MANGU HIGH SCHOOL				
ITEM	DESCRIPTION	QTY	UNIT	STATUS
1	SITE PREPARATION, ALL EXCAVATIONS & EARTHWORKS			
A	Site clearing, excavation to required depth approx. 4500 mm for all digesters excavate for gas pipeline, back fill in compacted layers, cart away excess soil, landscaping after completion and replacing grass.	1	Item	Done
B	Excavate to required depth for the trench toilets, shower water tanks, pipeline linking collection tanks to trench toilets.	1	Item	Done
C	Allow for keeping excavations free from water by pumping	1	Item	Done
2	250 M³ ANAEROBIC DIGESTOR(S)			
	250 M³ SEWAGE ANAEROBIC DIGESTOR(S)			
A	100 M ³ Dome digester built with 225 mm machine cut stones: Cylindrical bottom, dome middle, Top Gas tank (MS) in clean water jacket. Feedstock introduced to three points 1 m above base of digester.	2	No.	Done
	Mixing device			
B	Centrally fixed mixing galvanized steel pipe 62.5mm with mixing radial arms at different heights from the bottom of digester. The central pipe to rotate at a 100 mm Y12 ring 1m above bottom above bottom anchored to three pillars at least 1m from digester walling	2	No.	Done
	50 M³ COW-DUNG ANAEROBIC DIGESTOR			
C	Dome digester built with 225mm machine cut stones: Cylindrical bottom, dome middle, top gas tank (MS) in clean water jacket. Feedstock introduced to ONE point 1m above base of digester.	1	No.	Done
	Mixing Device			
D	Centrally fixed mixing galvanized steel pipe 62.5mm with mixing radial arms at different heights from the bottom of digester. The central pipe to rotate at a 100 mm Y12 ring 1m above bottom above bottom anchored to three pillars at least 1m from digester walling	1	No.	Done
3	GAS COLLECTION			
A	Gas holding mild steel tank made from a 3mm plate fixed in the water jacket so as not to be in contact with the waste water.	3	No.	Done
B	Gas outlet connections consisting of 50mm GI connections and 50mm gas valve.	3	Item	Done
C	Biogas Meters that can measure up to a maximum flow rate of 10 M ³ /h.	2	No.	Done

ITEM	DESCRIPTION	QTY	UNIT	STATUS
4	GAS BAG			
A	20 M ³ Special PVC central gas storage located next to the biogas generator. Gas storage bag to be sheltered in a secure masonry room.	1	No	Done
5	ELECTRICAL POWER GENERATION			
A	Supply and Install 20 KVA, 3-phase Biogas Generator. Operation continuous (prime).	1	No.	Done
B	Supply and install energy meters.	1	No.	Done
C	Supply and install 3-Phase distribution board.	1	No.	Done
D	Supply and install all switch gear and safety controls. This should include manual change-over switching for interchange power supply between generator and grid.	1	No.	Done
E	Supply and install solenoid valves to switch off gas in the event of generator stoppage.	1	No.	Done
F	Supply and install biogas purification equipment to reduce hydrogen sulphide.	1	No.	Done
G	Supply and install all electric cabling to supply power to the existing 15 HP (12 KW) bore hole pump.	1	No.	Done
6	MAIN GAS LINE			
A	All plumbing works including supply of materials, 50 mm (2 inches) dia. Pipe to the gas bag.	1	No.	Done
7	PERIMETER FENCE			
A	Chain link fence around digestors. Poles made from recycled plastic spaced at 3m between them.	1	Item	Done
8	SAFETY EQUIPMENT			
A	Fire Extinguishers.	1	No	Provided
B	Fire Alarms.	1	No	Manual
C	Smoke detectors.	1	No.	Manual
D	Signage at digester location and vicinity of generator and gas bag.	3	No	
9	BIOGAS SYSTEMS DESIGN			
A	Site assessment to determine facilities layout.	1	Item	Done
B	Assessment of waste resources availability.	1	Item	Done
C	Assessment of energy demand and supply patterns.	1	Item	Done
D	Design of all digestors and production of layout and section drawings and itemized bill of quantities.	1	Item	Done
10	TESTING AND COMMISIONING			
A	Digester initial feeding.	1	Item	Done
B	Digester start up.	1	Item	Done
C	Gas testing for two (2) weeks.	1	Item	Done
D	Digester commissioning.	1	Item	Done
11	DIGESTOR OPERATIONS			
A	Technical backstopping, the operations and performance of the biogas system for 6 months from the date of commissioning.	1	Item	Done
B	Collect operational data: Gas usage per day, energy generation per day.	1	Item	Done

ITEM	DESCRIPTION	QTY	UNIT	STATUS
C	Train the school to operate and maintain the system	1	Item	Done
D	Asist the School to attend to any trouble shooting and build capacity to operate the system.	1	Item	Done
E	Develop an operational manual for the biogas system for use by the School	1	Item	Done
12	PROJECT DOCUMENTATION			
A	Project drawings, Bill of quantities and Costs as installed	1	Item	Done
B	Video documentation of important steps in the implementation, testing and commissioning and operational phases		Item	Done
C	6 Months operational data including financial and environmental benefits to the School and recommendations,	1	Item	Done
13	GENERAL PRELIMINARIES			
GP1		0	0	
GP2		0	0	
GP3		0	0	
GP4	A, B, C, D and E	1	Item	
GP5	A, B and C	1	Item	
GP6	A, B, C, D and E	1	item	
GP7				
C	Sanitation Works	1	Item	
GP8	A, B and C	1	Item	
GP9	A, B, C and D	1	Item	
GP10	A, B, C and D	1	Item	
GP11				
B	Protection of Works	1	Item	
C	Removal of Rubbish, etc.	1	Item	
GP12	A, B, C, D and E	1	item	

SECTION VII: SCOPE OF WORKS AND BILLS OF QUANTITY

MOI GIRLS BIOGAS

The Scope includes:

1. Rehabilitation of existing biogas system which will include among others in the Bill of Quantities;
 - Empty the contents of the digester, which shall be treated as sewer. The method and place for disposal shall be proposed by the contractor and shall be approved by both the user and REREC.
 - Applying the top tank with two layers of anti-corrosive paint. Sufficient time should be taken for drying between each application.
 - Applying waterproof cement mortar to repair any cracks or leaks in the digester. The cement and mortar shall be applied in accordance with the manufacturer's instructions.
 - Repair of the cubicle trench toilets to make the periodic flushing automated.
 - Investigation of the gas line, any pipe found to be defective should be marked, removed and replaced. Any damage to pipe shall be repaired by the contractor. The pipe shall be corrosion resistant and tolerant with the high concentration of methane gas and hydrogen sulphide. The pipe fittings should be of the same brand.
 - Tagging the gas line indication source location and destination. The characters in the tag shall be durable at least 10 years.
 - Laying a 150mm diameter PPR Pipes to collect cow dung slurry from the zero grazing unit and direct to the biogas digesters.
2. Electrical works.
 - Install additional electrical cabling to supply power to the new borehole site.
 - Wiring shall be insulated underground cable complying with KS453. Power cable shall have an ample current carrying capacity and shall duly withstand the maximum prospective fault current for a duration time. Wiring shall be suitably grouped neatly and securely. Exposed wiring shall be kept to the minimum.
 - Generator status shall be checked thoroughly and maintained to prepare for restarting. The contractor shall follow manufacture instructions for restarting. The hydrogen sulphide filter attached to the generator unit should also be thoroughly checked.
3. Digester commissioning and operation of the plant for 6 months including stabilization
 - Testing of the gas produced should commence from the time of gas production. The measurement shall include amount of gas in (m³) twice a day. The form shall be submitted to the project manager for approval.
 - The gas meter shall have a life span of not less than two years considering the possibility of corrosion by the hydrogen sulphide. The contractor shall supply spare part if the gas meter is less than two years.
 - The operation performance shall be conducted in cooperation with the user, the report of the performance and operation shall be submitted to the project manager.
4. Performance monitoring.
 - Data on performance shall have daily record of the amount of gas produced (m³) from each digester, amount of gas used for generation (m³) and generated energy (kWH). The data record form shall be prepared and presented to the project manager for approval.
 - Provide data on electricity savings from the institution.
5. Training on operation and maintenance of the plant.
 - At least two operators assigned by the user shall be trained.

General

1. All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any, shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
2. The plant should be able to generate gas that will be used to pump water from the borehole.
3. The bidder should mention the quantity and composition of gas generated along with calorific value.
4. The bidder should ensure stabilization of the plant.

Digester operation

Training of users should include information;

1. A booklet with information on the operation of the biogas i.e. what should not be included in the digester feedstock.
 2. Trouble shooting and simple maintenance operation.
 3. General maintenance of the biogas digester.
4. Period between feeding the digester and gas production should be monitored and documented.

Project documentation

Documentation should include the following;

1. Data on daily production of the gas at the digester and the generator
 2. Meter reading from the generator
 3. Amount of biogas consumed daily.

Other details

As per BQ

MANG’U HIGH BIOGAS

The Scope includes:

1. Rehabilitation of existing biogas system which will include among others in the Bill of Quantities;
 - Empty the contents of the digesters, which shall be treated as sewer. The method and place for disposal shall be proposed by the contractor and shall be approved by both the user and REREC.
 - Applying the top tank with two layers of anti-corrosive paint. Sufficient time should be taken for drying between each application.
 - Applying waterproof cement mortar to repair any cracks or leaks in the digester. The cement and mortar shall be applied in accordance with the manufacturer’s instructions.
 - Investigate the gas bag and carry out repairs.
 - Investigation of the gas line, any pipe found to be defective should be marked, removed and replaced. Any damage to pipe shall be repaired by the contractor. The pipe shall be corrosion resistant and tolerant with the high concentration of methane gas and hydrogen sulphide. The pipe fittings should be of the same brand.
 - Tagging the gas line indication source location and destination. The characters in the tag shall be durable at least 10 years.
2. Electrical works.
 - Wiring shall be insulated underground cable complying with KS453. Power cable shall have an ample current carrying capacity and shall duly withstand the maximum

prospective fault current for a duration time. Wiring shall be suitably grouped neatly and securely. Exposed wiring shall be kept to the minimum.

- Generator status shall be checked thoroughly and maintained to prepare for restarting. The contractor shall follow manufacture instructions for restarting. The hydrogen sulphide filter attached to the generator unit should also be thoroughly checked.
 3. Digester commissioning and operation of the plant for 1 month including stabilization
- Testing of the gas produced should commence from the time of gas production. The measurement shall include amount of gas in (m³) twice a day. The form shall be submitted to the project manager for approval.
- The gas meter shall have a life span of not less than two years considering the possibility of corrosion by the hydrogen sulphide. The contractor shall supply spare part if the gas meter is less than two years.
- The operation performance shall be conducted in cooperation with the user, the report of the performance and operation shall be submitted to the project manager.
 4. Performance monitoring.
- Data on performance shall have daily record of the amount of gas produced (m³) from each digester, amount of gas used for generation (m³) and generated energy (kWH). The data record form shall be prepared and presented to the project manager for approval.
 - Provide data on electricity savings from the institution.
 5. Training on operation and maintenance of the plant.
 - At least two operators assigned from the user shall be trained.

General

1. All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any, shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
2. The plant should be able to generate gas that will be used to pump water from the borehole.
3. The bidder should mention the quantity and composition of gas generated along with calorific value.
4. The bidder should ensure stabilization of the plant.

Digester operation

Training of users should include information;

1. A booklet with information on the operation of the biogas i.e. what should not be included in the digester feedstock.
2. Trouble shooting and simple maintenance operation.
3. General maintenance of the biogas digester.
4. Period between feeding the digester and gas production should be monitored and documented.

Project documentation

Documentation should include the following;

1. Data on daily production of the gas at the digester and the generator
2. Meter reading from the generator
3. Amount of biogas consumed daily.

Other details

As per BQ

BILLS OF QUANTITIES

MOI GIRLS ISINYA BIOGAS

BILL OF QUANTITIES FOR THE REHABILITATION OF BIOGAS SYSTEM AT MOI GIRLS ISINYA SECONDARY					
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
1	SITE PREPARATION, EXCAVATIONS & EARTHWORKS				
i	Clear bush at the biogas system layout, excavate to allow for the inspection of the gas pipeline and carry out repairs where applicable and landscape with grass after completion.	1	Item		
ii	Excavate to provide manholes along the gas line to include water traps and allow for measuring of gas pressure.	2	Item		
iii	Allow for repair of the existing man hole covers	5	No		
iv	Excavate to provide a soak pit 10m x 5mx4m deep compact in two layers 300mm depth hardcore and provide a reinforced concrete cover.	200	m3		
v	Excavate to provide a trench 500mm wide and 300mm deep to collect cow dung slurry and direct it to the digesters.(150Metres long)	22.5	m3		
vi	Ditto for 6" PPR pipes	40	No		
	Total I to summary Page				
2	CUBICLE TRENCH TOILETS				
i	Inspect the flushing system in the 16 cubicle toilets and repair for periodic flushing to be automated.	1	Item		
	Total II to summary Page				
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
3	200 M3 ANAEROBIC DIGESTERS & MIXING DEVICE				
A	200 M3 ANAEROBIC DIGESTERS	QTY	UNIT	RATE	AMOUNT

i	Empty and clean the two digester, inspect whether there any cracks and repair. Allow for the introduction of a new feedstock.	1	Item		
ii	Inspect and reinforce the channel connecting the new dormitory toilets into the digester.	1	Item		
iii	Inspect the feedstock channel from the trench toilets and insert a mesh wire to block out sanitary wear from getting into digester.	1	Item		
iv	Construct to provide a sedimentation pit between inlet manhole and entry into the digester to drain excess water from the flash toilet into the soak pit and septic tank respectively (Drawings to be provided for approval).	1	No		
v	Excavate to provide a trench 20m x0.5mx0.3m deep for the excess water effluent for digester 1 & 2 (direct to the soak pit)	3	m3		
vi	Ditto for 6" PPR pipes	1	No		
vii	Test initial feedstock for PH.	1	Item		
viii	Channel the slurry from digester to the soak pit	1	Item		
ix	Plant tree seedlings (high blue gum seedlings) after the soak pit.	50	No		
B	Mixing Device				
i	Inspect and repair the centrally fixed mixing galvanized steel pipe and its associated components (stirrer)	2	No		
	Total III to summary Page				
ITEM	DESCRIPTION				
4	GAS COLLECTION & BAG	QTY	UNIT	RATE	AMOUNT

A	GAS COLLECTION				
i	Repair the top mild steel gas tank made from a 3mm plate with non-corrosive material and repaint it.	2	No.		
ii	Inspect the gas line and repair any leakages.	1	Item		
iii	Replace gas outlet connections consisting/fittings of 50mm GI connections and 50mm gas valves.	2	No.		
iv	Supply and replace biogas meters with a capacity of 10m ³ /h at digester 1	2	No.		
v	Supply and replace gas meter with a capacity of 10m ³ /h at digester 2	1	No.		
vi	Install corrosion resistant pressure gauges at the end of the gas line for monitoring purposes	1	No.		
vii	Test the gas line for possible gas leakages on completion before backfilling the ditches	1	Item		
viii	Replace gas valves	2	No.		
B	GAS BAG				
i	Inspect the 20m ³ gas bag and repair in case of punctures.	1	No.		
ii	Supply and install a gas blower to pressurize the gas from the gas bag	1	No.		
iii	Supply and install a gas regulator to supply biogas at steady pressure to the gas generator	1	No.		
	Total IV to summary Page				
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
5	ELECTRICAL POWER GENERATION				
i	Service 12.5 KVA, 3-phase Biogas Generator	1	No.		
ii	Inspect and service energy meter	1	No.		
iii	Inspect and service the 3-phase distribution board	1	No.		
iv	Inspect and service the manual change over switching for interchange power supply between generator and grid	1	No.		
v	Inspect and Service solenoid valves to switch off gas in event of generator stoppage	1	No.		
vi	Inspect and service the biogas purification unit (de-sulphurizer)	1	No.		
vii	Install additional electrical cabling to supply power to the new borehole site, 300m from	300	m		

	the biogas generator.				
	Total V to Summary Page				
6	FENCING WORKS & SAFETY EQUIPMENT				
A	PERIMETER FENCE	QTY	UNIT	RATE	AMOUNT
i	Repair and re-inforce the 3M chain link fence around digesters	1	Item		
B	SAFETY EQUIPMENT				
i	Inspect and service the fire extinguisher.	1	No.		
ii	Supply and install an automatic fire alarm system complete with 1No. Smoke detector and 1No, control panel including wiring.	1	Item		
iii	Install signage at digester location and vicinity of generator and gas bag	2	No.		
	Total VI to Summary Page				
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
7	TESTING , COMMISSIONING , DOCUMENTATION & OPERATIONS				
A	TESTING AND COMMISSIONING				
i	Digester initial feeding.	1	Item		
ii	Digester start up.	1	Item		
iii	Gas testing for two (2) weeks	1	Item		
iv	Biogas system commissioning (Trench toilets Digester, gas line, de-sulphurizer, biogas engine, etc.).	1	Item		
B	DIGESTOR OPERATIONS				
i	Operate and monitor the performance of the biogas system for 6 months from the date of commissioning.	1	Item		
ii	Collect operational data: Gas generation and usage per day on an hourly basis for 1 month.	1	Item		
iii	Train the school technicians how to operate and maintain the system.	1	Item		
iv	Assist the school to attend to any trouble shooting and build capacity to operate the system	1	Item		
v	Develop an operational manual for the biogas system to be used by the school	1	Item		
C	PROJECT DOCUMENTATION				
i	Prepare a report of the works done including the testing, commissioning and operational phases.	1	Item		
ii	Analyze the 1 Month operational data including financial and environmental benefits to the school and recommendations.	1	Item		

	Total VII to Summary Page		
	SUMMARY PAGE OF COMPLETED WORKS	AMOUNT	
NO.	DESCRIPTION		
1	Total I brought forward		
2	Total II brought forward		
3	Total III brought forward		
4	Total IV brought forward		
5	Total V brought forward		
6	Total VI brought forward		
7	Total VII brought forward		
	Sub-Total		
	VAT (16%)		
	Gross Total		
	Add 5% Contingency		
GRAND TOTAL FOR COMPLETED WORKS AT MOI GIRLS ISINYA CARRIED TO FORM OF TENDER			

BILLS OF QUANTITIES

MANG’U HIGH BIOGAS

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
1	SITE PREPARATION, EXCAVATIONS & EARTHWORKS				
i	Clear site and excavate to allow for gas pipeline inspection of any gas leakage and repair of the same. Back fill in compacted layers, landscape with grass after completion.	1	Item		
ii	Excavate to provide manholes along the gas line to include water traps and allow for measuring of gas pressure	4	No		
	Supply and install a gas pressure gauge at the end of the gas line	1			
iii	Excavate to provide a soak pit 10m x 5m x 4m deep, compact in two layers 300mm depth hardcore and provide a reinforced concrete cover for digester 1.	200	M3		
iv	Excavate to provide a slurry storage pit 10m x 5mx4m deep for digester 3	200	M3		
v	Allow for repair of the existing man hole covers	3	No		
Total I to summary Page					
2	250 M3 ANAEROBIC DIGESTOR(S)				
A	200 M3 SEWAGE ANAEROBIC DIGESTOR (S)				
i	Empty and clean the two digesters, inspect whether there are any cracks and repair. Allow for the introduction of a new feedstock.	2	No.		
ii	Inspect the (3) feedstock channels into digester and carry out repairs.	3	No.		
iii	Inspect the new feedstock channels into the digesters	1	Item		
iv	Construct to provide a sedimentation pit between inlet manhole and entry into the digester to drain excess water from the flash toilet into the soak pit and septic tank respectively (Drawings to be provided for approval).	2	No.		
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT

v	Excavate to provide a trench 20m x0.5mx0.3m deep for the excess water effluent for digester 1 (direct to the soak pit)	3	M3		
vi	Ditto for 6" ppr pipes	4	No.		
vii	Excavate to provide a trench 15m x0.5mx0.3m deep for the excess water effluent for digester 2 (direct to septic tank)	2.5	M3		
viii	Ditto for 4" PPR pipes	3	No.		
ix	Testing of initial feedstock for PH.	1	Item		
x	Channel the slurry from digester 1 to soak pit and from Digester 2 to the septic tank	2	Item		
A1	Mixing device				
i	Inspect and repair the centrally fixed mixing galvanized steel pipe and its associated components (stirrer)	2	No.		
B	50 M3 COW DUNG ANAEROBIC DIGESTOR				
i	Empty and inspect for any cracks and repair where necessary, allow for the introduction of new feedstock	1	Item		
ii	Test the initial feedstock for PH.	1	Item		
iii	Repair the feedstock channel into the digester to limit over flow into surrounding environment	1	Item		
iv	Repair the channel from digester into the slurry storage pit	1	Item		
B1	Mixing Device				
i	Repair the centrally fixed mixing galvanized steel pipe 62.5 mm with mixing radial arms.	3	No.		
Total II to Summary Page					
3	GAS -COLLECTION & BAG	QTY	UNIT	RATE	AMOUNT
A	GAS -COLLECTION				
i	Replace and paint the top gas tank (MS) and repair water jacket around it	3	No.		
ii	Inspect the gas line and repair if any leakages	1	Item		
iii	Replace the gas outlet connections consisting of 50mm GI connections and 50mm gas	3	No.		

	valves				
iv	Supply and replace biogas meters with a capacity of 10m ³ /h.	4	No.		
vi	Installing Corrosion resistant pressure - gauges along the gas line for monitoring purposes	2	No.		
vii	Test the gas line for possible gas leakages on completion before backfilling the ditches	1	Item		
B	GAS BAG	QTY	UNIT	RATE	AMOUNT
i	Inspect the 20m ³ gas bag and repair in case of punctures.	1	No.		
ii	Supply and install a gas blower to pressurize the gas from the gas bag.	1	No.		
iii	Supply and install a gas regulator to supply biogas at a steady pressure to the gas generator.	1	No.		
Total III to Summary Page					
4	ELECTRICAL POWER GENERATION	QTY	UNIT	RATE	AMOUNT
i	Service 25 KVA, 3-phase Biogas Generator	1	No.		
ii	Inspect and service energy meters/ replace if faulty	1	No.		
iii	Inspect and service the 3-phase distribution board	1	No.		
iv	Inspect and service manual change over switching for interchange power supply between generator and grid	1	No.		
v	Inspect and service solenoid valves to switch off gas in event of generator stoppage	1	No.		
vi	Service the biogas purification unit (de-sulphurizer)	1	No.		
Total IV to Summary Page					
ITEM	DESCRIPTION				
5	FENCING & SAFETY EQUIPMENT	QTY	UNIT	RATE	AMOUNT
A	PERIMETER FENCE				
i	Repair and re-enforce the 3M chain link fence around digesters	3	Item		
B	SAFETY EQUIPMENT				
i	Inspect and service the fire extinguishers.	1	No.		
ii	Supply and install an automatic fire alarm system complete with 1No. Smoke detector and 1No, control panel including wiring.	1	No.		
iii	Install Signage at digester location and vicinity of generator and gas bag	3	No.		
Total V to Summary Page					

6	TESTING, COMMISSIONING, OPERATIONS & DOCUMENTATION				
A	TESTING AND COMMISSIONING	QTY	UNIT	RATE	AMOUNT
i	Digester initial feeding	1	Item		
ii	Digester start up	1	Item		
iii	Gas testing for two (2) weeks	1	Item		
iv	Biogas system commissioning (digesters, gas-pipeline, de-sulphurizer, biogas generator, pumping system, etc.).	1	Item		
B	DIGESTOR OPERATIONS				
i	Operate and monitor the performance of the biogas system for 1 month from the date of commissioning.	1	Item		
ii	Collect operational data: Gas usage per day, energy generation per day.	1	Item		
iii	Re-train the school technicians how to operate and maintain the system.	1	Item		
iv	Assist the school to attend to any trouble shooting and build capacity to operate the system	1	Item		
v	Develop an operational manual for the biogas system to be used by the school.	1	Item		
C	PROJECT DOCUMENTATION				
i	Prepare a report of the works done including the testing, commissioning and operational phases.	1	Item		
ii	Analyze the 1 Month operational data including financial and environmental benefits to the school and recommendations.	1	Item		
Total VI to Summary Page					
SUMMARY PAGE CARRIED TO FORM OF TENDER					AMOUNT
NO.	DESCRIPTION				
	Total I brought forward				
	Total II brought forward				
	Total III brought forward				
	Total IV brought forward				
	Total V brought forward				
	Total VI brought forward				

	Sub-Total	
	VAT 16%	
	Gross Total	
	Add 5% Contingency	
GRAND TOTAL FOR COMPLETED WORKS AT MANGU CARRIED TO FORM OF TENDER		

SECTION VIII: STANDARD FORMS

- Letter of Application
- Tender Questionnaire
- Declaration Form
- Confidential Business Questionnaire
- Statement of Foreign Currency Requirement
- Form of Tender
- Appendix to Form of Tender
- Manufacturer Warranty
- Manufacturer Authorization
- Letter of Acceptance
- Form of Agreement
- Form of Tender Security
- Performance Bank Guarantee (unconditional)
- Bank Guarantee for Advance Payment
- Letter of Notification of Award

LETTER OF APPLICATION

RFX No.

Date:

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

Ladies and Gentlemen,

1. Having read, examined and understood all of the tender information provided in the tender document, the receipt of which is hereby duly acknowledged, we, the undersigned Candidate, hereby apply for a tender for.....
(RFX Description in full)
2. We agree to abide by this Tender including all the terms for a **period of..... days (Candidate please indicate validity of your tender)** from the date fixed for tender opening as per the tender Document, it shall remain binding upon us and may be accepted at any time before the expiration of that period.
3. *We declare that we have read and understood requirements of Clause 17 and 18 on Creation, Submission, modifications and withdrawal of Bids, and shall abide by this requirement and any deviation from this section shall lead to disqualification and REREC is not to blame*
3. This application, together with your written appointment thereof, shall not constitute a contract between us nor commit REREC to any actual tender or amount of contract.
4. We understand that you are not bound to accept any application you may receive.
5. We declare that the statements made and the information provided in our prequalification tender document are complete, true, and correct in every detail.

Yours sincerely,

Name of Candidate _____

Name and Capacity of authorized person signing the Application _____

Signature of authorized person signing the Tender _____

Stamp or Seal of Candidate

NOTES:-

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

TENDER QUESTIONNAIRE

Please fill in block letters.

Full names of tenderer

.....

Full address of tenderer to which tender correspondence is to be sent (unless an agent has been appointed below).....

Telephone number (s) of tenderer.....

Telex address of tenderer.....

Name of tenderer's representative to be contacted on matters of the tender during the tender period.....

Details of tenderer's nominated agent (if any) to receive tender notices. This is essential if the tenderer does not have his registered address in Kenya (name, address, telephone, telex)

.....

.....

Signature of Tenderer

Make copy and deliver to: _____(Name of Employer)

DECLARATION FORM

Date _____

To _____

The tenderer i.e. (name and address) _____

_____ declare the following:

Has not been debarred from participating in public procurement.

Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

Title

Signature

Date

(To be signed by authorized representative and officially stamped)

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 – General

Business Name:

Location of business premises; Country/Town

Plot No..... Street/Road

Postal Address..... Tel No.....

Nature of Business.....

Current Trade License No..... Expiring date.....

Maximum value of business which you can handle at any time: K. pound
.....

Name of your bankers.....

Branch.....

Part 2 (a) – Sole Proprietor

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

Nationality..... Country of Origin.....

*Citizenship details

Part 2 (b) – Partnership:

Give details of partners as follows:

	<i>Name in full</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>
1.
2.
3.

Part 2(c) – Registered Company:

Private or public.....

State the nominal and issued capital of the Company-

Nominal Kshs.....

Issued Kshs.....

Give details of all directors as follows:

Name in full . Nationality. Citizenship Details*. Shares.

1.....

2.....

3.....

4.....

Part 2(d) – Interest in the Firm:

Is there any person(s) in (Name of Employer) who has interest in this firm?

Yes/No..... (Delete as necessary)

I certify that the information given above is correct.

.....
(Title)

.....
(Signature)

.....
(Date)

* Attach proof of citizenship

STATEMENT OF FOREIGN CURRENCY REQUIREMENTS

(See Clause 60[5] of the Conditions of Contract)

In the event of our Tender for the execution of _____
(*name of Contract*) being accepted, we would require in accordance with Clause 21 of the Conditions
of Contract, which is attached hereto, the following percentage:

(Figures)..... (Words).....

of the Contract Sum, (Less Fluctuations) to be paid in foreign currency.

Currency in which foreign exchange element is required:

.....

Date: The Day of 20.....

Enter 0% (zero percent) if no payment will be made in foreign currency.

Maximum foreign currency requirement shall be _____ (percent) of the Contract Sum, less
Fluctuations.

(Signature of Tenderer)

FORM OF TENDER

TO: _____ [Name of Employer] _____ [Date]
_____ [Name of Contract]

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to Supply, Construct, Install and Complete such Works and remedy any defects therein for the sum of Kshs. _____ [Amount in figures] Kenya Shillings _____ [Amount in words]
2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Project Manager's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.
3. We agree to abide by this tender until _____ [Insert date], and it shall remain binding upon us and may be accepted at any time before that date.
4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20_____

Signature _____ in the capacity of _____ duly authorized to sign tenders for and on behalf of _____ [Name of Employer] of _____ [Address of Employer]

Witness; Name _____

Address _____

Signature _____

Date _____

APPENDIX TO FORM OF TENDER

(This appendix forms part of the tender)

CONDITIONS OF CONTRACT	CLAUSE	AMOUNT
Tender Security (Both Bank and PPOA Approved Insurance and Micro-Finances)		2% of bid price
Amount of Performance Security (Unconditional Bank Guarantee)	10.1	Ten percent of Tender Sum in the form of Unconditional Bank Guarantee
Program to be submitted	14.1	Not later than 28 days after issuance of Order to Commence
Cash flow estimate to be submitted	14.3	Not later than 28 days after issuance of Order to Commence
Minimum amount of Third Party Insurance	23.2	Kshs. 5,000,000.00
Time for completion	43.1	To be found in the Contract
Amount of liquidated damages	47.1	0.05% of the Contract Price per day
Limit of liquidated damages	47.1	10% of Contract Value
Defect Liability period	49.1	Twelve Months
Percentage of Retention	60.5	10% of Interim Payment Certificate
Limit of Retention Money	60.5	10 % of Contract Price
Minimum amount of interim certificates	60.2	Contract value/Time for completion in months
Time within which payment to be made after Interim Payment Certificate signed by Engineer	60.8	60 days
Time within which payment to be made after Final Payment Certificate signed by Engineer	60.8	60 days
Appointer of Arbitrator	67(3)	Chief Justice of The Republic of Kenya
Notice to Employer and Engineer	68.2	The Employers address is: The Authority Secretary, Rural Electrification and Renewable Energy Corporation P. O. Box 34585-00100 Nairobi, Kenya. The Engineer's address is: Rural Electrification and Renewable Energy Corporation, P.O. Box 34585-00100 Nairobi, Kenya

Signature of Tender.....Date.....

FORM OF AGREEMENT

THIS AGREEMENT, made the _____ day of _____ 20 _____ between _____ of [or whose registered office is situated at] _____

(hereinafter called “the Employer”) of the one part AND

_____ of [or whose registered office is situated at] _____

(hereinafter called “the Contractor”) of the other part.

WHEREAS THE Employer is desirous that the Contractor executes

_____ (*name and identification number of Contract*) (hereinafter called “the Works”) located at _____ [*Place/location of the Works*] and the Employer has accepted the tender submitted by the Contractor for the execution and completion of such Works and the remedying of any defects therein for the Contract Price of Kshs _____ [*Amount in figures*], Kenya Shillings _____ [*Amount in words*].

NOW THIS AGREEMENT WITNESSETH as follows:

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

The following documents shall be deemed to form and shall be read and construed as part of this Agreement i.e.

Letter of Acceptance

Form of Tender

Conditions of Contract Part I

Conditions of Contract Part II and Appendix to Conditions of Contract

Specifications

Drawings

Priced Bills of Quantities

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The common Seal of _____

Was hereunto affixed in the presence of _____

Signed Sealed, and Delivered by the said _____

Binding Signature of Employer _____

Binding Signature of Contractor _____

In the presence of (i) Name _____

Address _____

Signature _____

[ii] Name _____

Address _____

Signature _____

FORM OF TENDER SECURITY

WHEREAS (hereinafter called “the Tenderer”) has submitted his tender dated for the construction of (*name of Contract*)

KNOW ALL PEOPLE by these presents that WE having our registered office at(hereinafter called “the Bank”), are bound unto(hereinafter called “the Employer”) in the sum of Kshs..... for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents sealed with the Common Seal of the said Bank this Day of20.....

THE CONDITIONS of this obligation are:

- a) If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers

Or

- b) If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - I. Fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - II. Fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;
 - III. Rejects a correction of an arithmetic error in the tender.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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

_____	_____
<i>[date]</i>	<i>[signature of the Bank]</i>
_____	_____
<i>[witness]</i>	<i>[seal]</i>

(Amend accordingly if provided by Insurance Company)

PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

To: _____(Name of Employer) _____(Date)
_____(Address of Employer)

Dear Sir,

WHEREAS _____(hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. _____ date _____ to execute _____ (hereinafter called “the Works”);

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Kshs. _____ (amount of Guarantee in figures) Kenya Shillings _____ (amount of Guarantee in words), and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Kenya Shillings _____ (amount of Guarantee in words) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change, addition or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any change, addition, or modification.

This guarantee shall be valid until the date of issue of the Certificate of Completion.

SIGNATURE AND SEAL OF THE GUARANTOR _____

Name of Bank _____

Address _____

Date _____

(Amend accordingly if provided by Insurance Company)

BANK GUARANTEE FOR ADVANCE PAYMENT

To: _____ [name of Employer] _____ (Date)
_____ [address of Employer]

Gentlemen,

Ref: _____ [name of Contract]

In accordance with the provisions of the Conditions of Contract of the above-mentioned Contract, We, _____ [name and Address of Contractor] (hereinafter called “the Contractor”) shall deposit with _____ [name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Contract in an amount of Kshs. _____ [amount of Guarantee in figures] Kenya Shillings _____ [amount of Guarantee in words].

We, _____ [bank or financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ [name of Employer] on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding Kshs _____ [amount of Guarantee in figures] Kenya Shillings _____ [amount of Guarantee in words], such amount to be reduced periodically by the amounts recovered by you from the proceeds of the Contract.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between _____ [name of Employer] and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

No drawing may be made by you under this guarantee until we have received notice in writing from you that an advance payment of the amount listed above has been paid to the Contractor pursuant to the Contract.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ (name of Employer) receives full payment of the same amount from the Contract.

Yours faithfully,
Signature and Seal _____
Name of the Bank or financial institution _____
Address _____
Date _____

Witness: Name: _____
Address: _____
Signature: _____
Date: _____

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

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

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

(FULL PARTICULARS)

SIGNED FOR ACCOUNTING OFFICER