



**Rural Electrification & Renewable
Energy Corporation**
(Formerly Rural Electrification Authority)

TENDER REFERENCE NO: 1000000437

**WIND AND SOLAR HYBRID PROJECT IN ST. PATTERSON MEMORIAL AND NORTH
HORR BOYS SECONDARY SCHOOL**

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JUNE 2020

REREC STANDARD TENDER DOCUMENT FOR ELECTROMECHANICAL WORKS

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SECTION 1: INVITATION FOR TENDERS

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

Tender No.	Item Description	Tender Closing, Opening Date & Time
RFX No.1000000437	WIND AND SOLAR HYBRID PROJECT IN ST. PATTERSON MEMORIAL AND NORTH HERR BOYS SECONDARY SCHOOL	15/7/2020 10.00a.m.

2. Tender documents detailing the requirements may be viewed at REREC E-Procurement Web Portal found on the REREC website (www.rea.co.ke) beginning on **17th June, 2020**.
3. Bidders who are interested in this tender MUST ensure that they are registered in REREC SAP SRM system and have set up their page. Please ensure compliance to the following
 - Each company must have two user accounts; **Admin Account** and **Employee Account**. Ensure that the following roles are NOT ASSIGNED to the employee; Employee Administrator and Supplier Master Data manager
 - Ensure that the admin account and employee account does not share same email address
 - Ensure that the Employee user name is between 4 and 12 characters.
 - It is a Mandatory requirement that all Bid Documents/Responses shall be uploaded to the COLLABORATION ROOM in the link with “RFX Response Number: Company Name”. Bidders shall not attach their documents at any other Tab of the Portal. Attachments placed elsewhere in the portal shall be declared non-responsive and will not be evaluated.
 - Prices **MUST** be entered under item term of the RFX. The prices entered here shall be similar to the prices in the price/BoQ Schedule and shall form part of the evaluation criteria.
4. For the purpose of this tender bidding, the employee account shall be used to submit your RFX responses. Completed Tenders are to be saved as PDF documents marked with RFX description to be submitted through the REREC E-Procurement Web Portal found on the REREC website (www.rea.co.ke) so as to be received on or before **the dates in the schedule above at 10.00am**.
5. Tenders will be opened electronically promptly thereafter in the presence of the Tenderer’s or their representatives who choose to attend in REREC Procurement Office at Kawi House.

CHIEF EXECUTIVE OFFICER
RURAL ELECTRIFICATION & RENEWABLE ENERGY CORPORATION

TENDER SUBMISSION CHECKLIST

The following documents shall form part of documents to be uploaded. This is not a comprehensive list. Use the evaluation criteria to submit all the required documents.

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.	Standard Forms (Letter of Application, Form of Tender, Tender Questionnaire, Declaration Form and Confidential Business Questionnaire)	
8.	Power of Attorney Committed by a Magistrate or Commissioner of Oath Indicating the Authorized signatory for the documents of the bidder.	
9.	Submission of catalogues and brochures containing technical data as provided in the technical specifications.	
10.	Submission of Professional Qualification and experience for key staff, At least on staff must be EPRA licensed minimum class C1	
11.	Manufacturer's Authorization and warranty letter for High Masts, Poles and LED Lights and related accessories.	
12.	Confirmation of workshops and service center with relevant tools and equipment whether owned or leased with evidence of valid lease agreements.	
13.	Manufacturer's ISO1400, ISO9001:2015, Certificates/KEBS Standardization/Diamond Mark for quality management for the High masts, Poles and LED lights should be valid.	
14.	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.	
15.	Detailed Mobilization Plan & Detailed Work Plan	
16.	Submission of valid EPRA registration minimum class C1	
17.	Submission of valid NCA registration.	
18.	Equipment & Lighting Requirements as per the REREC Specifications	
19.	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.	
20.	Company Environmental Management Policy	

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 o 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) Catalogues and Manufacturers Brochures
 - g) Manufacturers Authorization for all items
 - h) Manufacturer's Warranty for all items
 - i) Financial Capability
 - j) List of Previous Customers
 - k) 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 Twenty (120) 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\(bD1lbiZjPTUwMCZkPW1pbg==\)/bspwda pplication.do#VIEW_ANCHOR-ROS_TOP](https://suppliers.rea.co.ke:44200/supportal(bD1lbiZjPTUwMCZkPW1pbg==)/bspwda pplication.do#VIEW_ANCHOR-ROS_TOP)

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

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

NB: All supplier bid documents/Responses shall be uploaded to the COLLABORATION ROOM in the link with "RFX Response Number: Company Name" .Bidders shall not attach their documents at any other Tab of the Portal. Attachments placed elsewhere in the portal shall be declared non-responsive and the attachments shall not be evaluated.

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

- (g) Enter bid price in the item tab and fill in all required information for the response. This price shall be read out price during the opening.

- (h) **No value shall be entered under the RFX information “Target Value for RFX”**
- (i) Check for errors by clicking the Check button
- (j) Click on Save to review later or Submit to send the response to REREC

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 his 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 with NCA 7 in both Electrical Engineering Services</i>
2	Origin of Eligible goods	<i>Any country is eligible</i>
3	Time for Completion of Works	<i>6months</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 and at their own cost.</i>
6	Documents Comprising the Tender – List of Previous Customers	<i>The Tenderer shall submit at least five (5) 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	Catalogues, Brochures, and Drawings	<i>All technical documents and specifications pertaining to the product MUST be provided</i>
9	Warranty	<i>Warranty of one (1) year or Manufacturer’s guarantee</i>
10	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>
11	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>
12	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.</i> <i>All supplier bid documents/Responses shall be uploaded to the COLLABORATION ROOM in the link with “RFX Response Number: Company Name” .Bidders shall not attach their documents at any other Tab of the Portal. Attachments placed elsewhere in the portal shall be declared non-responsive and the attachments shall not be evaluated.</i>
13	Opening of Tenders	<i>The tender shall be opened electrically in Kawi House South C, in Mini Board Room 2nd Floor</i>
14	Performance Security	<i>Performance bond shall be. 10 % of the Total Contract value.</i>

SECTION IV: CONDITIONS OF CONTRACT (Including erection on site)

PART I – GENERAL CONDITIONS

PART I – General Conditions, shall be those forming Part I of the “Conditions of Contract for Electrical and Mechanical Works – Including Erection on Site, Third Edition 1987, re-printed 1988 with Editorial Amendments” prepared by the Federation Internationale des Ingenieurs – conseils (FIDIC). The Conditions are subject to variations and additions set out in Part II hereof entitled “Special Conditions”.

Note

- i. The standard text of the General Conditions of Contract must be retained intact to facilitate its reading and interpretation by tenderers. Any amendments and additions to the General Conditions, specific to a given Contract, should be introduced in the Special Conditions or in the Appendix to Form of Tender.
- ii. The Special Conditions take precedence over the General Conditions of Contract.

PREAMBLE TO GENERAL CONDITIONS

This Preamble must be completed in all cases referring to completed schedules where appropriate. When completed, this Preamble, the General Conditions, Specification, Employer’s and Contractor’s Drawings, Schedules and other documents can constitute a Contract on the basis of the General Conditions in Part II. If this is not what is required, Part II must also be completed.

Sub-Clause 1.1.1 – Commencement Date

The date for commencement of the Works is the issue date of the letter of award of the tender, and acceptance thereof, subject to the conditions precedent to commencement set out in Part II, Special Conditions, having been completed. Sub-sub- clauses ii), iii), iv) and v) of Part I- General Conditions are deleted.

Sub-Clause 1.1.11 – Defects Liability Period

The Defects liability period is twelve calendar months from the date of taking over in accordance with Sub-Clause 29.1

Sub-Clause 1.1.12 – The Employer

Rural Electrification and Renewable Energy Corporation (REREC) P. O. Box 34585, 00100, Nairobi, Kenya.

Sub-Clause 1.1.15 – The Engineer

The Engineer is Kenya Power & Lighting Company Limited/ **Rural Electrification and Renewable Energy Corporation**

Sub-Clause 1.1.35 – Time for Completion

The Time for Completion shall be the time for Completion entered by the Contractor in the Schedule of Delivery and in the Tender.

Sub-Clause 5.1 – Ruling Language

The Ruling Language for this Contract is English and the English language version shall prevail over any other language.

Sub-Clause 5.2 – Day to Day Communications

As per Sub-Clause 5.1 above

Clause 5.3 – Priority of Contract Documents

Delete the documents list 1-5 and substitute:

“The documents forming the Contract shall take precedence in the order in which they are set out in Section 4 – General Specifications herein.

Clause 6.6 – Operation and Maintenance Manuals

Operations and Maintenance Manuals shall be in the English Language.

Sub-Clause 6.7 – Employer’s Use of Contractor’s Drawings

The Contractor’s Drawings and Manuals may be used by Employer for the purpose of completing, operating, maintaining, adjusting and repairing the Works, for interconnecting the Works with other plant and for training of personnel.

Sub-Clause 8.1 – General Obligations

No facilities will be provided by Employer other than a limited amount of water and electrical supply as set out in the Specification.

Sub-Clause 10.1 – Performance Security

Within 28 days of issue of the Letter of Acceptance the Contractor shall at his own expense obtain a Performance Security in the Form of Performance Bond given in the Tender documents from a reputable Bank approved by Employer to be bound with the Contractor to Employer for a sum equivalent to ten per cent (10%) of the Contract Price for the due Performance of the Contract. The Security shall be payable in the currency of the Contract and shall be denominated in the types and proportions of the currencies in which the Contract is payable. Employer may require an additional security if the value of the Contract is increased appreciably. The Contractor shall ensure that the Performance Security Bond is kept valid up to the date of issue of the last Defect Liability Certificate.

Sub-Clause 12.1 – Programme to be furnished

The Programme must be submitted in the form and time as set out in here.

Sub-Clause 14.3 – Electricity, Water, Gas and Other Services

The Contractor shall make his own arrangement to supply water and electricity other services required at his own expense.

Sub-Clause 14.4 – Employer’s Equipment

None of the Employer’s equipment is available for use by the Contractor.

Clause 15.1 – Compliance with Statutes, Regulations

“Without limiting the generality of the foregoing the Contractor shall strictly abide by the Kenyan regulations concerning safety on the site of the Works”.

Clause 17.5 – Import Permits and Licenses

The Contractor shall be responsible and obtain all requirements pertaining to importation of the required goods and of his staff if work permits are required.

Clause 18.1-Engagement of Labor

“The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with the required qualifications and experience from sources within Kenya”.

Sub-Clause 18.3 – Working Hours

The normal working hours at the site are between 7:45 a.m. and 5:00 p.m. on weekdays. The Contractor may arrange to work any other periods he wishes between 7:00 a.m. and 7:00 p.m. to meet the contract programme. Work outside this period and weekend or public holiday working shall only be carried out where specifically approved by the Engineer. Where the Contractor chooses to work in excess of eight hours a day or to work at weekends there shall be no additional cost added to the contract price.

Sub-Clause 25.1 – Time for Completion

Time for Completion means the time for completing of the Works or any section or portion thereof as tendered by the Contractor in the Schedule of Deliveries and included in the Letter of Award. This period shall include up to the end of all Tests on Completion but it may exclude any subsequent period required for minor finishing works, demobilization of the Contractor’s site establishment.

Sub-Clause 27.1 – Delay in completion

If the Contractor fails to comply with the Time for Completion in accordance with Clause 29.1, the whole of the works or, if applicable, any Section within the relevant time prescribed by Clause 25.1, then the Contractor shall pay to Employer the relevant sum stated in the Preamble as liquidated damages for such default and not as a penalty (which sum shall be the only monies due from the Contractor for such default) for everyday or part of a day which shall elapse between the relevant Time for Completion and the date stated in a Taking-Over Certificate of the whole of the works or the relevant section, subject to the applicable limit stated in the Preamble. Employer may, without prejudice to any other method of recovery, deduct the amount of such damages shall not relieve the Contractor from his obligation to complete the works, or from any other of his obligations and liabilities under the contract. If, before the Time for Completion of the Works or, if applicable, any section, a Taking-Over Certificate has been issued for any part of the Works or of a Section, the liquidated damages for delay in completion of the remainder of the works or of that Section shall, for any period of delay after the date stated in such Taking Over Certificate, and in the absence of alternative provisions in the Contract, be reduced in the proportion which the value of the part so certified bears to the value of the whole of the Works or Section, as applicable. The provisions of this Sub-Clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.

Sub-Clause 27.2 – Prolonged Delay

If there is a Prolonged Delay in Completion and the Employer has become entitled to the maximum reduction in Contract price under Sub-Clause 27.1 and Employer terminates the Contract under Sub-Clause 27.2, then the additional amount recoverable from the Contractor by Employer shall be that part of the Contract Price which is attributable to that part of the works which cannot by reason of the Contractor’s failure to put to the intended use.

Sub-Clause 28.1 - Tests on Completion

The tests on Completion shall include the 30-day Reliability Run at 100% load.

Sub-Clause 29.2 – Taking over Certificate

On satisfactory completion of the Tests on Completion, including the Reliability Test period Employer shall issue a Taking over Certificate. This shall show the effective date of Taking Over which shall be the date of Completion of reliability test period. This shall be the date of commencement of the Defects Liability Period.

Sub-Clause 29.3 – Use Before Taking Over

The Employer shall not use any part of the Works prior to the Completion of the Tests on Completion without the permission of the Tenderer. The Employer may use any part of the Works during its Tests to suit the Tests. Such use shall not imply Taking Over unless the Tests on that part of the Works are successful.

Clause 31.2 – Variation Order Procedure

Add the final sentence as follows:

“Where the Contract provides for the payment of the contract Price in more than one currency, and varied work is valued at, or on the basis of, the rates and prices set out in the contract, payment for such varied work shall be made in the currency specified in the Contract for payment of the Contract Price.

Sub-Clause 33.1 – Terms of Payment

In addition to the provisions under Clause 33, the Terms of Payment shall be made as follows:

60% within 60 days of delivery and inspection of all equipment to Site; 30% on Successful Installation and Commissioning; 10% after the defect liability period.

Sub-Clause 33.2 – Method of Application for Payment

The Contractor may make applications for Payment to Employer as set out in the Contract.

Sub-Clause 33.5 – Payment

Second line, delete “28 days” and substitute “60 days”.

Sub-Clause 33.6 – Delayed Payment

There shall be no interest on delayed payment.

Sub-Clause 35.1 – Payment in Foreign Currency

Payment for all Works will be made in the amounts and currency specified in the Contract.

Method of Application

Application by the Contractor for Payment shall be made to the **Project Manager** as set out in the Terms of Payment of the Contract.

Sub-Clause 35.3 – Rates of Exchange

The rates of exchange for the purpose of the Contract are fixed at the mean selling rates of exchange established by the Central Bank of Kenya on the date of opening of Tenders.

Sub-Clause 37.2 – Employer’s Risks

The following amendments are to be made to Sub-Clause 37.2. After “Employer’s Risks are: “insert a new sub heading as follows: “(1) Insofar as they relate to Kenya:” In (b), delete all words after “Civil War” After item (e) and before item (f) insert another new sub heading as follows: “(2) Under all circumstances” At the end of item (g) delete the semi colon and add:

“Provided that the Contractor has disclaimed responsibility in writing within a reasonable time after receipt of such design.” Delete the last paragraph and substitute the following: “(3) (1) all risks (insofar as they occur on Site) which an experienced Contractor: Could not have foreseen, or Could reasonably have foreseen, but Against which he could either not reasonably take measures to prevent loss or damage to physical property or death or personnel injury occurring, or Which he could not reasonably insure against”

Sub-Clause 40.1 – Contractor’s Liability

In the first paragraph of Sub-Clause 40.1 delete the following words: “occurring before the issue of the last Defects Liability Certificate”

Sub-Clause 42.2 – Maximum Liability

The maximum liability of the Contractor to the Employer shall be the Contract Price.

Sub-Clause 43.1

Delete the first paragraph and substitute:

“The Contractor shall, prior to commencement of the Works, insure the Works in the joint names of the Contractor and Employer to their full replacement value thereof plus 10% thereon to allow for any additional costs and professional fees resulting from loss or damage with deductible limits not exceeding those stated in the Preamble.”

Add the following Sub-Clause:

“(c) It shall be the responsibility of the Contractor to notify the insurer of any change in the nature and extent of the works and to ensure the adequacy of the insurance cover at all times in accordance with the provisions of this Clause.”

Add the following sub-clause:

“(d) Such insurance shall provide for compensation to be payable in the types and proportions of currencies needed to cover the loss or damage incurred.”

Sub-Clause 43.3 – Third Party Liability

In the second line after “personal injury” add the words “to any person including any employee of the Employer.”

Add the following paragraph:

“The third party liability insurance should be in the joint names of the Employer and the Contractor with an extension of a cross liability cover so that the insurance shall apply to the Contractor and to the Employer as separate insured. The cover shall include the property of the Employer other than the Works.”

The amount of Insurance against third party liability taken out by the contractor shall not be less than KShs.5, 000,000.00 from a reputable and accepted Insurance company.

Sub-Clause 47.1 – Labour, Materials and Transport

The Contract is on a lump sum fixed price basis.

Sub-Clause 48.1 – Customs and Import Duties

This clause is replaced by clauses 53.1 and 53.2.

Sub-Clause 49.2 – Notices to Employer

The address of the Employer for notices is:-

Sub-Clause 50.2 – Arbitration

Delete from lines 4 and 5 the words “Rules of Conciliation and Arbitration of the International Chamber of Commerce” and replace with “Provisions of the Arbitration Act, Chapter 49 of the Laws of Kenya”.

The address of the Client for notices is:-

**The Chief Executive Officer,
Rural Electrification and Renewable Energy Corporation,
Kawi House, South C,
P. O. Box 34585, 00100
Nairobi, Kenya.**

Sub-Clause 51.1 – Applicable Law

The applicable law for this Contract shall be the law of the Republic of Kenya.

Sub-Clause 51.2 – Procedural Law for Arbitration

The procedural rules for arbitration for this Contract shall be the law of the Republic of Kenya.

Sub-Clause 51.3 – Language and Place of Arbitration

The language of arbitration is the English language. The place of arbitration shall be Nairobi, Kenya.

Clause 53.1 – Foreign Taxation

The prices tendered by the Contractor shall include all taxes, duties and other charges imposed outside the Employer's country on the production, manufacture, sale and transport of the Constructional Plant, materials and supplies to be used on or furnished under the Contract, and on the services performed under the Contract.

Clause 53.2 – Local Taxation

The prices tendered by the Contractor for materials imported by him shall include all customs duties, and Value Added Tax and other charges imposed by the Republic of Kenya. Nothing in the contract shall relieve the Contractor from his responsibility to pay any tax that may be levied in the Employer's country on profits made by him in respect of the Contract.

Clause 53.3 – Income Taxes on Staff

The Contractor's staff, personnel and labour will be liable to pay personal income taxes in Kenya in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

Clause 54.1 – Joint Venture

If the Contractor is a joint venture, all partners of the joint venture shall be jointly and severally liable to the Employer for the execution of the entire Contract in accordance with its terms. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer.

Clause 55.1 – Import License

The Contractor will be responsible for obtaining the necessary Import Declaration Form (IDF) required under Kenyan regulations for the import into Kenya of all the Goods being supplied from outside of the country, and for all the administrative work associated therewith.

Clause 55.2 – Temporary Import Bond

An import bond is required for equipment brought into Kenya duty free and which will be returned after the contract completion. The bond is discharged when the equipment is re-exported. The Contractor shall meet the cost of this bond.

Clause 56.1 – Pre-Shipment Inspection

Kenyan regulations require that all imported goods be inspected prior to shipment to verify quality and quantity. The names of the Inspection Agencies appointed by the Kenyan authorities to act under this Contract will be notified to the Contractor on the Import License, which is obtained by the Contractor. The pre-shipment inspection authorizes the Contractor to ship the goods.

The Contractor should establish contact and liaise with the Inspection Agencies, unpacking, handling etc. shall be paid for by the Contractor. The Contractor shall give at least 21 days notice before shipment to the Inspection Agency indicating the place where the goods may be inspected and the expected time of shipment. When requesting pre-shipment inspection the Contractor shall provide the Inspection

Agency with a copy of the pro-forma invoice, Contract and any other document relevant to the execution of the inspection. On Completion of inspection the Inspecting Agency will issue a report of finding which will be either. i) A Clean Report of Findings if the inspection yields a satisfactory result, or ii) A Non –negotiable Report of Findings if the inspection reveals deficiencies. In the case of a Clean Report the Contractor shall provide the Inspection Agency immediately after shipment with a non-negotiable copy of the Bill of Lading or Air Waybill and a copy of the final invoice covering the Goods. When these documents have been received the Clean Report of findings will be issued. The Contractor is warned against the shipment of Goods, which have not been inspected, or goods for which a Non-negotiable Report of Findings has been issued by the Inspection Agency.

The Inspection of goods does not relieve the Contractor of its contractual obligations to the Employer, and items may be rejected by the Engineer if they fail to meet the requirements of the Contract even though they have been cleared by the Inspection Agency for shipment.

Clause 57.1 – Bribery and Corruption

If the Contractor or any of its sub-contractors, agents or and servants shall offer or give or agree to person any bribe, gift, gratuity or commission as an inducement or regard for doing or forbearing to do any action in relation to the Contract or any other Contract with the Employer or for showing or forbearing to show favor or disfavor to any person in relation to the Contract or any other contract with the employer then the Employer may enter upon the Site and expel the contractor therefrom and the provisions of Clause 45 shall apply as if such entry and expulsion had been made pursuant to that Clause.

Clause 58.1 – Advertising

Any advertising mentioning the subject of this Contract must be approved by the Employer prior to publication which approval will not be unreasonably withheld.

Clause 59.1 – Individuals not Personally Liable

No member or officer of the Employer nor any one of the respective staffs or the employees of the Employer shall be in any way personally liable for the acts or obligations of the Employer under the Contract or answerable for any default of omission of the Employer in the observance or performance of any of the acts, matters or things which are herein contained.

Clause 61.1 – Progress Reports and Meetings

The Contractor will submit to **Project Manager** written detailed progress reports on monthly basis, indicating, the stage reached in the delivery and site works.

The Contractor will be required to attend monthly progress meeting at Employer’s site office.

Clause 62.1 – Details to be Confidential

The Contractor shall treat the details of the Contract as confidential, save insofar as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the employer or the Engineer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the contract the same shall be referred to the decision of the Employer whose award shall be final.

PART II – SPECIAL CONDITIONS

(The Clauses referred to in Part II – Section A are those where the provision in the General Conditions (Part I) refer to an alternative solution to be stated in Part II. The provisions in the General Conditions will apply unless an alternative solution is given in Part II – Section A. The clauses in this section need therefore not be completed, but must be completed if alternative solutions to the relevant Part I provisions are necessary.)

1.0 Conditions Precedent to Commencement (Sub-clause 1.1.1.)

The following financial and administrative requirements are conditions precedent to commencement: Submission of performance bond.

2.0 Defects Liability Period (Sub-clause 1.1.11.)

The Defects Liability Period is **Twelve Months**.

3.0 Operation and Maintenance Manuals (Sub-clause 6.6.)

Operation and Maintenance Manuals shall be in **English language**.

4.0 General Obligations (Sub-clause 8.1.)

6.1 The following facilities will be provided by the Employer: **NONE**.

6.2 The facilities will be provided at the following rates: **N/A**

5.0 Performance Security (Sub-clause 10.1)

The Contractor shall obtain a Performance Security of **10% of the contract price**.

6.0 Contractor Equipment (Sub-clause 14.1)

The following items of Contractor's Equipment will be provided free of charge by the Employer for the Contractor's use: **None**.

7.0 Price Variation

Contract price variation **shall not be allowed**.

8.0 Delayed Payment (Sub-clause 33.6.)

There shall be no interest on delayed payment.

9.0 Customs and Import Duties (Sub-clause 48.1.)

The Contractor shall pay for customs, import duties and taxes in consequence of the importation of the Plant.

10.0 Arbitration (Sub-clause 50.2)

The rules of arbitration shall be those contained in the Arbitration Act of the Laws of Kenya.

SECTION V: SUMMARY OF EVALUATION PROCESS

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

- 1) Bidder documents/Attachments have been submitted in the Collaboration folder of the SAP SRM System.
- 2) Confirmation that the bidder's prices appear during tender opening. The entered prices in the Items Tab of the SRM Portal must be same as the prices in the Tender form/price schedules and the same prices are read out during opening.(award shall be based on the read out prices)
- 3) Confirmation of submission of Tender Security from a local Bank inform of either; inform of Bank guarantee or Bankers' cheque or Insurance Guarantee (Insurance issuing the guarantee must be part of the Public Procurement Oversight Authority (PPOA) approved list.
- 4) Confirmation of validity period of submitted tender security, which validity shall be at least 150 days from the date of tender opening.
- 5) Confirmation of tender validity period. Tenders **SHALL** be valid for at least 120 days from the date of tender opening.
- 6) Confirmation of tender security value. Tender security value **SHALL** be at least 2% (percent) of the tender price.
- 7) The tenderer **SHALL** attach copies of: Certificate of Incorporation of Business, Copy of E-PIN Certificate with both VAT and Income Tax Obligations.
- 8) Valid Tax Compliance Certificate at the time of tender submission, CR 12 Certificate issued not more than 3 months from the date of Tender closing
- 9) Copy of Business Permit in the County of Operation
- 10) Power of Attorney Commissioned by a Magistrate or Commissioner of Oath Indicating the Authorized signatory for the documents of the bidder.
- 11) The tenderer **SHALL** dully fill the Standard Forms (Letter of Application, Form of Tender, Tender Questionnaire, Declaration Form and Confidential Business Questionnaire) in the format provided.
- 12) Submission of an up to date safety program, policies and work practises. Bidder should provide a written occupational health and safety policy.
- 13) Verification of submission of Professional Qualification and experience for key staff, which key staff shall be the Project Supervisor and two (2) Technicians. At least one staff should have EPRA licence minimum C2 (*Attach academic and professional certificate*)
- 14) The tenderer **SHALL** provide latest Audited financial reports for the last two years.
- 15) Submission of manufacturer's contacts form.
- 16) The tenderer **SHALL** provide details of experience and past performance on works of a similar nature within the past five years and details of current work on hand and other contractual commitments. The tenderer to attach three (3) completion certificates from the owner of the works undertaken.
- 17) Submission of valid NCA 7 in electrical engineering.

NB: Tenders which do not satisfy any of the requirements set out above shall be rejected as per public procurement and disposal regulations-2006 47(2) and will not proceed to technical evaluation stage.

TECHNICAL EVALUATION

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

1. Full compliance to Technical specifications for inverter, turbine and battery. This is a mandatory fulfillment and a bidder who fails on any of the critical parameters shall be deemed non responsive.
2. Verification of Professional Qualification and experience for key staff, which key staff shall be the Project Supervisor, two (2) Technicians. The Project Supervisor shall have at least a degree in Electrical, Mechanical or Civil Engineering and Registered with EBK as a graduate engineer with at least two (2) years of experience. The technicians shall have at least a Diploma in Electrical, Mechanical or Civil Engineering with a minimum of two (2) years of experience. Signed CV's by the technicians and the owner/director and copies of Academic Certificates MUST be submitted.
3. All Academic documents must be certified by the commissioner of oaths.
4. Previous works undertaken. At least 3 similar jobs within the last 5 years including completion certificates by client/employer.
5. Manufacture's ISO 9001 certification for quality management for the key equipment i.e inverter, turbine and battery.
6. The tenderer SHALL submit Manufacturers Authorizations & Warranty for inverter, turbine and battery on manufacturer's letterhead signed and stamped.
7. The tenderer SHALL submit catalogues and brochures containing technical data as provided in the technical specifications.
8. Confirmation of proof of relevant tools and equipment whether owned or leased with evidence of valid lease agreements. (As per Provided list)

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.

-TERMS OF REFERENCE

Site locations and Names

ITEM	COUNTY	CONSTITUENCY	SITE NAME
1	Marsabit	North Horr	North Horr Boys Secondary School
2	Kajiado	Kajiado West	St. Patterson Memorial School

TECHNICAL SPECIFICATIONS

LOT 1: TECHNICAL SPECIFICATION FOR THE WIND AND SOLAR HYBRID SYSTEM

1.0 **SCOPE**

1.01: **North Horr Boys Secondary School**

The scope of this specification covers the supply, installation, testing and commissioning of the complete 3kw, voltage 24v wind turbine, to be hoisted to the existing mast and allowing all the necessary accessories. The tenderer to interconnect wind turbine system and the existing solar pv system. The faulty inverter and batteries should be replaced with new one. Proper earthing of the wind system should be done and clearing of the bush surrounding the high mast. However, all items required for the safe and efficient operation and maintenance of the wind and solar hybrid system, including the high mast, whether explicitly stated or not stated in this document shall be included by the contractor. It is the responsibility of the bidder to supply and erect all items and all labour that are included and necessary for the completion of the work whether specifically mentioned or not.

1.02: **St Patterson Memorial School**

The scope of this specification covers Turbine maintenance; Nacelle and wind vane , cleaning service, replacement and repair work, cable crimping and any other necessary service & maintenance of the turbine. The tenderer to interconnect wind turbine system and the existing solar pv system and batteries should be replaced with new one. Proper earthing of the wind system should be done and clearing of the bush surrounding the high mast. However, all items required for the safe and efficient operation and maintenance of the wind and solar hybrid system, including the high mast, whether explicitly stated or not stated in this document shall be included by the contractor. It is the responsibility of the bidder to supply and erect all items and all labour that are included and necessary for the completion of the work whether specifically mentioned or not.

PRE TENDER SITE VISIT

The bidder is informed that **pre-BID site visit is MANDATORY** and he/she shall examine the Site of Works and its surroundings and obtain for himself all information that may be necessary for preparing the bid and entering into a contract for the execution of the Works.

The bidder's representative at this pre-bid site visit MUST be professionally qualified in the field of Electrical Engineering, being the holder of a minimum of a Diploma in Electrical Engineering. He/she shall present an original ID and an original letter from the company authorizing them to represent the company in the pre-tender site visit.

The letter shall be in print and in the official letter head giving name, designation and ID/passport No. of the representative who shall be required to present their original ID and copy of academic certificate during the pre-bid site visit. The letter shall be duly signed and bear an original company stamp. Photocopies shall not be accepted.

The copies of ID, certificate and the original introductory letter shall be retained by the Engineer's Representative.

No other representation will be accepted. The costs of visiting the site shall be at the bidder's own expense. One (1) person shall only represent one (1) company.

The site visit will be on;

SITE VISIT SCHEDULE

DAY/DATE	TIME	COUNTY	SITE
2 nd July 2020	10. 00 AM	Kajiado	St.Patterson Memorial School
7 th July 2020	10. 00 AM	Marsabit	North Horr Boys Secondary School

2. SOLAR BATTERIES

2	SPECIFICATION FOR SOLAR BATTERIES	SPECIFICATION AS SUPPLIED
2.1	Name of manufacturer, Brand Name, Model, Type	
2.2	Rated capacity	As per Description in the Bills of Quantities
2.3	Battery Type	Dry sealed batteries (Maintenance Free)
2.4	Plate type	Flat plate or Tubular acceptable
2.5	Electrolyte	Gel Type
2.6	Nominal Voltage	2V DC
2.7	Self-discharge per month	6% maximum
2.8	Cycle Life	2500 cycles at 20% daily depth of discharge
2.9	Casing material	Polypropylene or similar translucent/transparent case
2.10	Warranty	5 years

Note: Attach detailed technical specification

Wind Turbine Specifications

Item	Description	Specification	Bidders Response
1	Rated Power	3 kW	
2	Maximum Output Power	4 kW	
3	Output Voltage	120/220 V	
4	Blade Quantity	3 Glass Fiber Blades	
5	Rotor Blade Diameter	4.8 m (15.7 ft)	
6	Start-up Wind Speed	2.5 m/s (5.6 mph)	
7	Rated Wind Speed	12 m/s (26.8 mph)	
8	Survival Wind Speed	45 m/s (100.7mph)	
9	Generator	Three Phase Permanent Magnetic Generator	
10	Generator Efficiency	>0.96	
11	Noise	40 db(A) @ 5m/s	
12	Temperature Range	-20°C to +50°C	
13	Design Lifetime	20 Years	
14	Warranty	Standard 10 Years	

Inverter (3kw)

Items	Description	Specification	Bidders Response
	Inverter :Manufacturer, Model no		
	Continuous Power Rating (@ 25°C)	3000VA	
	Nominal DC Input Voltage	24VDC	
	AC Output Voltage (selectable)	230VAC (200 to 260VAC)	
	AC Output Frequency (selectable)	50Hz (60Hz)	
	Continuous AC Output Current (@ 25°C)	13AAC	
	Typical Efficiency	92%	
	Output Voltage Regulation	±2.5%	
	AC Input Voltage Range (MATE3s Adjustable)	170 to 290VAC	
	AC Input Frequency Range	45 to 55Hz (54 to 66Hz)	
	Grid-Interactive Voltage Range	208 to 252VAC	
	Grid-Interactive Frequency Range	47 to 51Hz	
	Maximum AC Input Current	30AAC	
	Continuous Battery Charge Output	85ADC	
	Maximum Battery Charging	AC: 10AAC DC: 85ADC	

		Power: 2180W	
	Advanced Battery Charging	AC:10AAC ,DC:85ADC	
	DC Input Voltage Range	21 to 34VDC	
	Warranty	5year	
	Temperature Range	-40 to 60°C	

	Tools and Equipment	Check where provided with evidence
	<p>Electrical tool box with assorted tools Impedance tester Continuity tester Clamp meter Open Pickup (1) Resistance tester Multi-tester Lux meter Come along Clamps Earth Scoops (2) Earth Harness (1) First Aid Kit (1) Ladders – erection (1) Sisal Ropes (2) Safety belts(4 pairs), gloves(4 pairs), helmets (4) and boots (4 pairs) Spirit Level (2) Tape measure (100ft) Test Lamps (2) Warning Notices (2) Wire Cutters & Twisters (1)</p> <p>NB: Provide proof of ownership or lease agreement and serial numbers.</p>	

BILL OF QUANTITIES

1. NORTH HERR BOYS SECONDARY WIND AND SOLAR HYBRID SYSTEM

Item	Description	Qty	Unit	Rate	Kshs
1	wind Turbine and accessories (blades, shaft and generator) supplying, installing ,testing and commissioning of 3kw, voltage 24v wind turbine, to be hoisted to the existing mast and allowing all the necessaries accessories.				
2	3Kw inverter with an output voltage 20-260VAC,AC Output frequency 50-60Hz,Typical efficiency-92%, Temperature range 20-60,Dc input voltage 21-34VDC, Max Battery charging-10A AC-85A AC				
3	Batteries, 2V 1200AH ; Max Discharge current-4800A, operating Temperature range-20 to 60 , Maximum charging current-240A				
4	Transport -transport all the equipment to the site and the recovered wind turbine to REREC Nyeri store				
5	Installation - this include removing the old turbine and hoisting the new one and all the necessaries accessories, installing inverter and connecting the batteries				
6	Testing & Commissioning				
7	Bush clearing				
8	VAT In all except (Items 2,3&7)				
				TOTAL	

2. ST. PATTERSON MEMORIAL SECONDARY WIND & SOLAR HYBRID SYSTEM

Item	Description	Qty	Rate	Kshs
1	Turbine maintenance. Nacelle and wind vane , cleaning service, replacement and repair work, cable crimping and any other necessary service& maintenance of the project			
2	Batteries, 2V 1200AH ; Max Discharge current-4800A, operating Temperatures range -20 to 60, Maximum charging current-240A			
3	Transport, installation, Testing & commissioning			
4	Bush clearing			
5	Labour			
6	VAT (Except Item 2)			
	TOTAL			

Grand Total cost summary		
Item	Description	ksh
1	Cost of the maintenance for North Horr boys	
2	Cost of the maintenance for St. Patterson Memorial	
	TOTAL	

NOTE:

1. All Prices quoted shall include **VAT**

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	<p>The Employers address is:</p> <p>The Authority Secretary, Rural Electrification and Renewable Energy Corporation P. O. Box 34585-00100 Nairobi, Kenya.</p> <p>The Engineer's address is:</p> <p>Rural Electrification and Renewable Energy Corporation, P.O. Box 34585-00100 Nairobi, Kenya</p>

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

MANUFACTURER’S WARRANTY FORM

To Be Submitted On Manufacturer’s Letterhead)

To:

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

RE: MANUFACTURER’S WARRANTY FOR GOODS REQUIRED UNDER TENDER NO
..... TO BE SUPPLIED BY

(Indicate your name or the supplier you have authorized)

WE HEREBY WARRANT THAT:

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

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

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

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

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

NOTES TO TENDERERS AND MANUFACTURERS

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

MANUFACTURER’S AUTHORIZATION FORM

(To Be Submitted On Manufacturer’s Letterhead)

Rural Electrification and Renewable Energy Corporation

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

WHEREAS WE (*Name of the manufacturer*) who are established and reputable manufacturers of (*name and description of the goods*) having factories at (*full address and physical location of factory(ies) where goods to be supplied are manufactured*) do hereby confirm that (*name and address of Supplier*) is authorized by us to transact in the goods required against your Tender (*Insert reference number and name of the Tender*) in respect of the above goods manufactured by us.

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

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

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

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

NOTES TO TENDERERS AND MANUFACTURERS

- *Only authorized person in the service of the Manufacturer should sign this letter of authority.*
- *Manufacturers Shall stamp/seal the manufacturer’s authorization*

LETTER OF ACCEPTANCE

To: _____ [date]

 [*name of the Contractor*]

 [*address of the Contractor*]

Dear Sir,

This is to notify you that your Tender dated _____ for the execution of _____ [name of the Contract and identification number, as given in the Tender documents] for the Contract Price of Kshs. _____ [amount in figures][Kenya Shillings _____(amount in words)] in accordance with the Instructions to Tenderers is hereby accepted.

You are hereby instructed to proceed with the execution of the said Works in accordance with the Contract documents.

Authorized Signature.....

Name and Title of Signatory.....

Attachment: Agreement

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