



**RURAL ELECTRIFICATION &  
RENEWABLE ENERGY CORPORATION**  
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**RFX REFERENCE NO: 1000000446**

**SUPPLY, INSTALLATION AND COMMISSIONING OF A BIOMETRIC ACCESS  
CONTROL, TIME AND ATTENDANCE SYSTEM.**

**JUNE 2020**

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## SECTION 1

### INVITATION TO TENDER

Rural Electrification and Renewable Energy Corporation (REREC) invites bids from all eligible SAP SRM registered bidders for the **SUPPLY, INSTALLATION AND COMMISSIONING OF A BIOMETRIC ACCESS CONTROL, TIME AND ATTENDANCE SYSTEM-RFX NO: 100000446**

Tender documents detailing the requirements may be viewed at REREC E- Procurement Web Portal found on the REREC website ( [www.rea.co.ke](http://www.rea.co.ke)) beginning on **19<sup>th</sup> June, 2020**.

Bidders who are interested in bidding for this tender **MUST** ensure that they are registered in REREC SAP SRM system and have set up their page. Please ensure compliance to the following

- a) 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
- b) Ensure that the admin account and employee account does not share same email address
- c) Ensure that the Employee user name is between 4 and 12 characters.
- d) Ensure that all documents are uploaded to the Collaboration room in the link with “**RFX Response Number: Company Name**” therefore no responses shall be attached to the attachments, any such action shall be non-responsive.

Completed Tenders are to be saved as PDF documents marked with the Tender Number and Description and submitted through the REREC E-Procurement Web Portal found on the REREC website ([www.rea.co.ke](http://www.rea.co.ke)) so as to be received on or before the dates in the schedule above.

Completed Tenders are to be saved as PDF documents marked with the Tender Number and Description and submitted through the REREC E-Procurement Web Portal found on the REREC website ([www.rea.co.ke](http://www.rea.co.ke)) so as to be received on or before **26<sup>th</sup> June, 2020 @ 10.00a.m.**

Tenders will be opened electronically promptly thereafter in the presence of the Tenderer’s or their representatives who choose to attend in REREC Procurement Office at Kawi House, Ground Floor.

**RURAL ELECTRIFICATION AND RENEWABLE ENERGY CORPORATION**

**SECTION II - TENDER SUBMISSION CHECKLIST**

2.0. The following documents shall form part of documents to be uploaded. For a more comprehensive list of requirements use the evaluation criteria

	<b>ITEM</b>	<b>TICK</b>
1	Bid Security which is 2% of the tender value VAT inclusive	
2	Copy of Company or Firm's Registration Certificate	
3	Copy of a Valid KRA Tax Compliance Certificate to be verified during evaluations	
4	Copy of ePIN certificate with both VAT and income obligations	
4	Copy of business permit/council trade license including evidence of physical address	
5	Confidential Business Questionnaire	
6	Copy of CR12 form from registrar company for Limited Companies not more than 3 months old from tender closing, certified by a Lawyer.	
7	Power of Attorney notarized by Magistrate or Commissioner of Oaths	
8	Declaration Form(s) duly completed and signed.	
9	Standard Forms duly completed, signed and that the Tender validity period is as per the requirement.	
10	Staff CVs and certified certificates	
11	Submission of similar completed works done within the last three (3) years.	
12	Manufacturer's Authorization	
13	Submission of catalogues and brochures containing technical data sheet as provided in the technical specification section for the equipment to be used.	
14	Submission of certified copies of Audited accounts of the company for the last two financial years (Certified by a registered Certified Public Accountant) or Six months certified bank statement	

## **SECTION II: INSTRUCTIONS TO TENDERERS**

### **TABLE OF CLAUSES**

#### **GENERAL**

1. Definitions
2. Eligibility and Qualification Requirements
3. Cost of Tendering
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6. Amendments of Tender Documents
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8. Documents Comprising the Tender
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17. Deadline and Submission of Tenders
18. Modification and Withdrawal of Tenders
19. Tender Opening
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21. Clarification of Tenders
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## SECTION III - Instructions to Tenderers

### 3.1 Definitions

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

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

### 3.2 Eligible Tenderers

3.2.1 This Invitation to Tender is open to all Tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful Tenderers shall supply the goods in accordance with this tender and the ensuing contract.

3.2.2 Notwithstanding any other provisions of this tender, the following are not eligible to participate in the tender:-

- a) REREC’s employees, its Board or any of its committee members.
- b) Any Minister or Assistant Minister of the Government of the Republic of Kenya (GoK).
- c) Any public servant of GoK.
- d) Any member of a Board or Committee or any department of GoK.
- e) Any person appointed to any position by the President of Kenya.
- f) Any person appointed to any position by any Minister of GoK.

- 3.2.3 For the purposes of this paragraph, any relative i.e. spouse(s) and children of any person mentioned in sub-paragraph 3.2.2 is also ineligible to participate in the tender. In addition, a Minister shall include the President, Vice-President or the Attorney General of GoK.
- 3.2.4 Tenderers shall provide the qualification information statement that the Tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by REREC's to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation to Tender.
- 3.2.5 Tenderers shall not be under declarations of ineligibility for corrupt, fraudulent practices and are not amongst persons mentioned in sub-paragraphs 3.2.2 and 3.2.3 above.
- 3.2.6 Tenderers who are not under these declarations shall complete the Declaration Form strictly in the form and content as prescribed at Section XIII.
- 3.2.7 Those that are under the Declaration for corrupt and fraudulent practices whether currently or in the past shall not complete the Form. They will submit a suitable Form giving details, the nature and present status of their circumstances.

### **3.3 Eligible Goods**

- 3.3.1 All goods to be supplied under the contract shall have their origin in eligible source countries. These countries are as described in the Appendix to Instructions to Tenderers.
- 3.3.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3.3 The origin of goods is distinct from the nationality of the Tenderer.

### **3.4 Cost of Tendering**

- 3.4.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and REREC's will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 3.4.2 This is an e-procurement tender and no prices are charged for the documents.

### **3.5 Contents of the Tender Document**

- 3.5.1 The Tender Document comprises the documents listed below and Addendum (where applicable) issued in accordance with paragraph 3.7 of these Instructions to Tenderers: -
- a) *Invitation to Tender*
  - b) *Tender Submission Checklist*
  - c) *Instructions to Tenderers*
  - d) *Appendix to Instructions to Tenderers*
  - e) *Schedule of Requirements*
  - f) *Price Schedule for Goods*
  - g) *Summary of the Evaluation Process*
  - h) *General Conditions of Contract*
  - i) *Special Conditions of Contract*

- j) *Letter of Application*
- k) *Tender Form*
- l) *Confidential Business Questionnaire Form*
- m) *Tender Security Form*
- n) *Manufacturer's Authorization Form*
- o) *Declaration Form*
- p) *Contract Form*
- q) *Performance Security Form*
- r) *Technical Specifications*
  - (i) *General Requirements*
  - (ii.) *Detailed Technical Specifications*

3.5.2 The Tenderer is expected to examine all instructions, forms, provisions, terms and specifications in the Tender Document. Failure to furnish all information required by the Tender Document or to submit a tender not substantially responsive to the Tender Document in every respect will be at the Tenderer's risk and may result in the rejection of its Tender.

3.5.3 All recipients of the documents for the proposed Contract for the purpose of submitting a tender (*whether they submit a tender or not*) shall treat the details of the documents as "Private and Confidential".

### **3.6 Clarification of Documents**

3.6.1 A prospective Tenderer requiring any clarification of the Tender Document may notify the Procurement Manager in writing or by post at REREC's address indicated in the Invitation to Tender. REREC will respond in writing to any request for clarification of the Tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of Tenders, prescribed by REREC's. Written copies of REREC's response (*including an explanation of the query but without identifying the source of inquiry*) will be sent to all prospective Tenderers that have duly received the Tender Document.

3.6.2 REREC shall reply to any clarifications sought by the Tenderer within three (3) days of receiving the request to enable the Tenderer make timely submission of its Tender.

3.6.3 If a prospective Tenderer sends an inquiry after the stated days or the inquiry is received by REREC after the stated days, REREC shall have the option of responding to the inquiry and/or extension of the date of submission of tenders or ignoring it.

### **3.7 Amendment of Documents**

3.7.1 At any time prior to the deadline for submission of Tenders, REREC, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, may modify the tender documents by amendment.

3.7.2 All prospective Tenderers that have received the Tender Documents will be notified of the amendment(s) (*hereinafter referred to or otherwise known as addendum*) in writing and will be binding on them.



3.7.3 In order to allow prospective Tenderers reasonable time in which to take the amendment into account in preparing their Tenders, REREC, at its discretion, may extend the deadline for the submission of Tenders.

### **3.8 Language of Tender**

The Tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender, exchanged between the Tenderer and REREC, shall be written in English language, provided that any printed literature furnished by the Tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the Tender, the English translation shall govern. The English translation shall be on the Tenderer's letterhead and shall be signed by the duly authorized signatory signing the Tender and stamped with the Tenderer's stamp.

### **3.9 Documents Comprising the Tender**

The Tender prepared and submitted by the Tenderer shall include but not be

Limited to all the following components: -

- a) *Declaration Form, Tender Form and a Price Schedule completed in compliance with paragraphs 3.2, 3.10, 3.11 and 3.12.*
- b) *Documentary evidence established in accordance with paragraph 3.13 that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted.*
- c) *Documentary evidence established in accordance with paragraph 3.14 that the goods and ancillary services to be supplied by the Tenderer are eligible goods and services and conform to the tender documents, and,*
- d) *Tender Security furnished in accordance with paragraph 3.17*
- e) *A detailed list of previous customers as prescribed for similar items on tender and their contact addresses shall be submitted with the Tender for the purpose of reference, or for evaluation where the technical specifications so dictate.*

### **3.10 Tender Form**

The Tenderer shall complete and sign the Tender Form and all other documents furnished in the Tender Document, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices amongst other information required.

### **3.11 Tender Prices**

- 3.11.1 The Tenderer shall indicate on the appropriate Price Schedule, the unit prices and total tender price of the goods it proposes to supply under the contract.
- 3.11.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises (where applicable) of REREC or other specified site.
- 3.11.3. For the avoidance of doubt, Tenderers shall quote on Delivered Duty Paid (DDP) basis. No other basis shall be accepted for evaluation, award or otherwise.
- 3.11.4 Tender prices to be submitted (quoted) by the Tenderer shall remain fixed for the contract duration.

3.11.5 A price that is derived by a disclosed incorporation or usage of an internationally accepted standard formula shall be acceptable within the meaning of this paragraph.

### **3.12 Tender Currencies**

- 3.12.1 For goods that the Tenderer will supply from within or outside Kenya, the prices shall be quoted in Kenya Shillings, or in another freely convertible currency in Kenya. The currency quoted must be indicated clearly on the Price Schedule of Goods.
- 3.12.2 The exchange rate to be used for currency conversion shall be the Central Bank of Kenya selling rate ruling on the Tender closing date. (Please visit the Central Bank of Kenya website).

### **3.13 Tenderer's Eligibility and Qualifications**

- 3.13.1 Pursuant to paragraph 3.2, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to tender and its qualifications to perform the contract if its Tender is accepted.
- 3.13.2 The documentary evidence of the Tenderer's eligibility to tender shall establish to REREC's satisfaction that the Tenderer, at the time of submission of its Tender, is from an eligible source country as defined under paragraph 3.2
- 3.13.3 The documentary evidence of the Tenderer's qualifications to perform the contract if its Tender is accepted shall be established to REREC's satisfaction –
- a) *that, in the case of a Tenderer offering to supply goods under the contract which the Tenderer did not manufacture or otherwise produce, the Tenderer has been duly authorized by the goods' manufacturer or producer to supply the goods. The authorization shall strictly be in the form and content as prescribed in the Manufacturer's Authorization Form in the Tender Document.*
  - b) *that the Tenderer has the financial capability necessary to perform the contract. The Tenderer shall be required to provide the documents as specified in the Appendix to Instructions to Tenderers including a current Tax Compliance Certificate issued by the relevant tax authorities.*
  - c) *that the Tenderer has the technical and production capability necessary to perform the contract.*
  - d) *that, in the case of a Tenderer not doing business within Kenya, the Tenderer is or will be (if awarded the contract) represented by an agent in Kenya equipped and able to carry out the Tenderer's maintenance, repair, spare parts and stocking obligations prescribed in the Conditions of Contract and or in the Technical Specifications.*
- 3.13.4 Tenderers with any record of unsatisfactory or default in performance obligations in any contract shall not be considered for evaluation, award or otherwise. For the avoidance of doubt, this shall include any Tenderer with unresolved case(s) in its performance obligations for more than two (2) months in any contract.

### **3.14 Goods Eligibility and Conformity to Tender Documents**

3.14.1 Pursuant to paragraph 3.3 of this Section, the Tenderer shall furnish, as part of its Tender documents establishing the eligibility and conformity to the Tender Document of all goods that the Tenderer proposes to supply under the contract.

3.14.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

3.14.3 The documentary evidence of conformity of the goods to the Tender Document may be in the form of literature, drawings and data, and shall consist of: -

- a) *a detailed description of the essential technical and performance characteristics of the goods whether in brochures, catalogues, drawings or otherwise,*
- b) *Duly completed Schedule of Guaranteed Technical Particulars (GTP) as per Tender Specifications demonstrating substantial responsiveness of the goods and service to those specifications and, if any, a statement of deviations and exceptions to the provisions of the Technical Specifications.*

For (a) and (b) above, the literature, drawings and data shall be those from the Manufacturer.

3.14.4 Additional evidence of conformity of the goods to the Tender Document shall include sample(s) where required.

### **3.15 Tender Security**

3.15.1 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.

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

3.15.2 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.

3.15.3 The tender security is required to protect REREC against the risk of the Tenderer's conduct which would warrant the security's forfeiture.

3.15.4 The Tender Security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be issued by a commercial bank licensed by the Central Bank of Kenya; the bank must be located in Kenya.

3.15.5 The Tender Security shall be valid for thirty (30) days beyond the validity of the tender.

- 3.15.6 REREC shall seek authentication of the Tender Security from the issuing bank or insurance company. It is the responsibility of the Tenderer to sensitize its issuing bank on the need to respond directly and expeditiously to queries from REREC. The period for response shall not exceed five (5) days from the date of REREC's query. Should there be no conclusive response by the bank within this period, such Tenderer's Tender Security may be deemed as invalid and the bid rejected.
- 3.15.7 Any Tender not secured in accordance with this paragraph will be rejected by REREC as non-responsive, pursuant to paragraph 3.28.
- 3.15.8 The unsuccessful Tenderer's Tender Security will be released as promptly as possible, in any of the following circumstances: -
- a) *the procurement proceedings are terminated*
  - b) *REREC determines that none of the submitted Tenders is responsive*
  - c) *a contract for the procurement is entered into*
  - d) *the Tenderer does not qualify for Financial Evaluation in accordance with paragraph 3.31.*
- 3.15.9 The successful Tenderer's Tender Security will be released upon the successful Tenderer's signing the contract, pursuant to paragraph 3.39 and furnishing an authentic Performance Security, pursuant to paragraph 3.40.
- 3.15.10 The Tender Security shall be forfeited –
- a) *if the Tenderer withdraws its Tender after the deadline for submitting Tenders but before the expiry of the period during which the Tenders must remain valid*
  - b) *if the Tenderer rejects a correction of an arithmetic error*
  - c) *if the Tenderer fails to enter into a written contract in accordance with paragraph 3.39*
  - d) *if the successful Tenderer fails to furnish the performance security in accordance with paragraph 3.40*
  - e) *if the Tenderer fails to extend the validity of the tender security where REREC has extended the tender validity period in accordance with paragraph 3.18.*

### **3.16 Validity of Tenders**

- 3.16.1 Tenders shall remain valid for One Twenty (120) days after the date of tender opening as specified in the Invitation to Tender or as otherwise may be prescribed by REREC pursuant to paragraph 3.23. A Tender that is valid for a shorter period shall be rejected by REREC as non-responsive.
- 3.16.2 In exceptional circumstances, REREC may extend the Tender validity period. The extension shall be made in writing. The tender security provided under paragraph 3.17 shall also be extended. A Tenderer shall not be required nor permitted to modify its tender during the extended period.

### **3.17 Alternative Offers**

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

### 3.18 Format and Signing of Bid

- 3.18.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITT 3.9.
- 3.18.2 Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 3.18.3 The bid documents shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation notarized by a Commissioner of Oath which shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.
- 3.18.4. In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 3.18.5 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.
- 3.18.6 The signed bid documents shall be scanned and uploaded to the collaboration folder in the response on Rural Electrification and Renewable Energy Corporation’s e-Procurement System.
- 3.18.7. The Original bid security shall be submitted to the Authority on or before the date of tender opening specified in the ITT.

### 3.19 Creation and Submission of Bids.

3.19.1. 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/supportportal\(bD11biZjPTUwMCZkPW1pbg==\)/bspwdaapplication.do#VIEW\\_ANCHOR-ROS\\_TOP](https://suppliers.rea.co.ke:44200/supportportal(bD11biZjPTUwMCZkPW1pbg==)/bspwdaapplication.do#VIEW_ANCHOR-ROS_TOP)

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

- Each company must have two user accounts; **Admin Account and Employee Account.** Ensure that the following roles are NOT ASSIGNED to the employee; Employee Administrator and Supplier Master Data manager.
- Ensure that the admin account and employee account does not share same email address

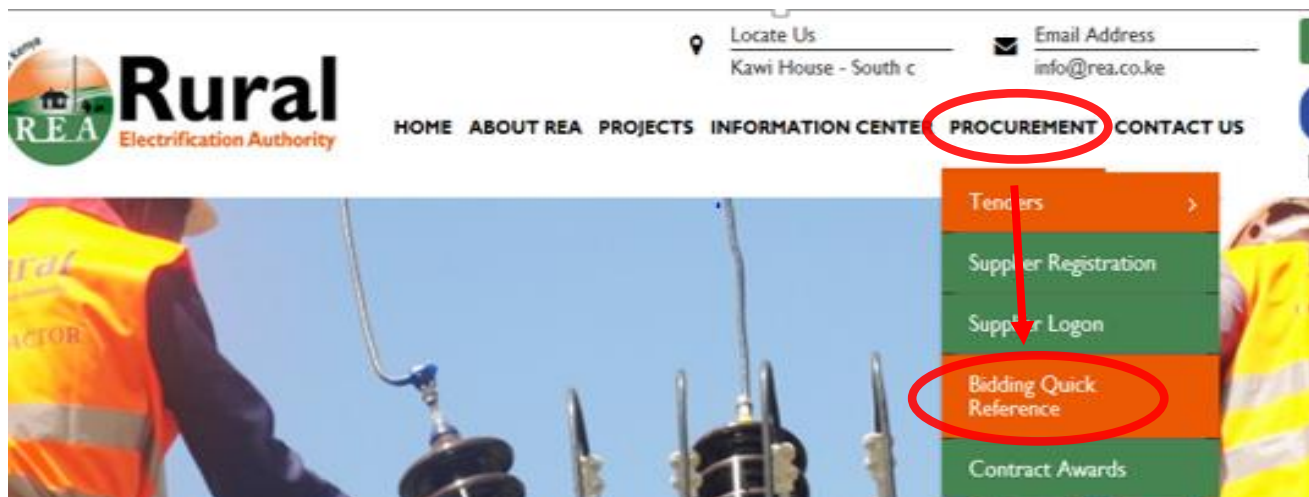
- Ensure that the Employee user name is between 4 and 12 characters.
  - For the purpose of this tender bidding, **the employee account** shall be used to submit your RFX responses.
- (b) Choose RFX and Auction link in the navigation pane
  - (c) Click on the RFX number to open it
  - (d) Click Register and then Click Participate
  - (e) Click Create response; You will get a unique number for your response for the RFX
  - (f) Navigate to the Notes and Attachments tab and click on Collaboration link at the bottom of the screen (the link will be in the format “**RFX Response No: Company Name**”. If under your notes and attachment no link is formed in the collaboration room, you are advised to delete the response and create a new one until the link is formed, in this link all the documents of the tender shall be uploaded.

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

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

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

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



- 3.19.2 The tender shall be typed or written in indelible ink. They shall be signed by the Tenderer or a person or persons duly authorized to bind the Tenderer to the contract.
- 3.19.3 The authorization shall be indicated by a written Power of Attorney granted by the Tenderer to the authorized person before any of the following persons:-
- a) *For local Tenderers, a Commissioner of Oaths or a Notary Public or a Magistrate of the Kenyan Judiciary.*
  - b) *For foreign Tenderers, a Notary Public in the country of the Tenderer.*
- In either case above, the Power of Attorney shall accompany the Tender.
- 3.19.4 All pages of the Tender, including un-amended printed literature, shall be initialed by the person or persons signing the Tender and serially numbered.
- 3.19.5 The Tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person or persons signing the Tender.
- 3.19.6 REREC will assume no responsibility whatsoever for the Tenderer's failure to comply with or observe the entire contents of this paragraph 3.19.1.
- 3.19.7 Any Tender not prepared and signed in accordance with this paragraph may be rejected by REREC's as non-responsive.

### **3.20 Modification/Withdrawal and Deadline for Submission of Tenders**

- 3.20.1 **Modification:** A bidder may before tender closing edit their RFX response by clicking edit and resubmitting after editing the response.
- 3.20.2 **Withdrawal:** A Bidder may withdraw a Bid after it has been submitted by clicking withdraw if they are no longer interested in participating in the tender. A withdrawn bid shall not be evaluated
- 3.20.3 Deadline for Submission of Tenders:** Tenders must be submitted online on or before the time specified in the Invitation to Tender.

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

### **3.21 Tender Opening**

- 3.21.1 The Employer will open the tenders electronically in the presence of the tenderers' representatives who choose to attend at the time and location indicated in the Letter of Invitation to Tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 3.21.2 At the tender opening, the Employer will announce the tenderer's names, total tender price, tender price modifications and tender withdrawals, if any, the presence of the

requisite Tender Surety and such other details as the Employer, at his discretion, may consider appropriate. No tender shall be rejected at the tender opening except for late tenders.

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

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

### **3.23. Process to be Confidential**

3.23.1 After the 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.

3.23.2 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.

### **3.24 Clarification Tenders**

3.24.1 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.

3.24.2 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.

### **3.25 Determination of Responsiveness**

3.25.1 Prior to the detailed evaluation of tenders, the Employer will determine whether each tender is substantially responsive to the requirements of the tender documents.

3.25.2 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.

3.25.3 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.

3.25.4 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.

### **3.26 Correction of Errors**

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

### **3.27 Conversion to Single Currency**

3.27.1 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.

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 3.27.1.

### **3.28 Evaluation and Comparison of Tenders**

3.28.1 The Employer will evaluate and compare only tenders determined to be substantially responsive to the requirements of the tender document.

3.28.2 In evaluating tenders, the Employer will determine for each tender the evaluated tender price.

3.28.3 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.

3.28.4 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.

3.28.5 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

3.28.6 Persons not officially involved in the evaluation of tender shall not attempt in any way to influence the evaluation.

### **3.29 Exclusive Preferences.**

3.29.1. Where applicable, in the evaluation of tenders, exclusive preference shall be given to citizens contractors of Kenya where -:

- a) *The funding is one hundred percent (100%) from the Government of Kenya or a Kenyan body, and,*
- b) *The amount of the tender is below -*
  - (i.) *Kshs. 1 Billion in respect of roads works, construction materials and others used in transmission and conduction of electricity of which the material is made in Kenya.*
  - (ii.) *Kshs. 500 Million in respect of other works.*
  - (iii) *Kshs. 100 Million in respect of goods.*
  - (iv) *Kshs. 50Million in respect of services.*

3.29.2 A graduated margin of preference, shall where circumstances permit, be Applied as follows:-

3.29.3 15% of the evaluated price for Tenderers offering goods, manufactured, mined, Extracted or grown in Kenya.

3.29.4 10% of the evaluated price for Tenderers where the shareholding of Kenyan a citizen in the Tenderer Company or firm is above 50%.

3.29.5. 8% of the evaluated price for Tenderers where the shareholding of Kenyan Citizens in the Tenderer Company or firm is above 20% but not more than 50%.

3.29.6 6% of the evaluated price for Tenderers where the shareholding of Kenyan Citizens in the company or firm are not more than 20%.

3.29.6 In any of the cases above, if a Tenderer is entitled to more than one Preference, that Tenderer will be given only the preference that gives it the Highest advantage.

3.29.7 For purposes of this paragraph the Tenderer shall submit with its Tender, a valid copy of certificate of Confirmation of Directorships and Shareholding Issued and signed by either the Registrar of Companies or Registrar of business Names. This certificate must not be more than three (3) months old from the Date of the Tender Document. REREC reserves the right to subject the Certificate to Authentication.

**NB: Not Applicable for this tender**

### **3.30 Tender Evaluation Period**

The tender evaluation committee(s) shall evaluate the tender within thirty (30) days of the validity period from the date of the first opening of the tender.

### **3.31 Debarment of a Tenderer**

A Tenderer who gives false information in the Tender about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

## **AWARD OF CONTRACT**

### **3.32 Post – Qualification and Award**

- 3.32.1 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.
- 3.32.2 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.
- 3.32.3 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.
- 3.32.4 Subject to clause 3.33.2 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. And shall be done within the tender validity period.

### **3.33 Rejection of all tenders**

- 3.33.1 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.
- 3.33.2 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.

### **3.34 Notification of Award and signing of contract**

- 3.34.1 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.
- 3.34.2 Upon the furnishing of a Performance Security by the successful tenderer, the unsuccessful tenderers will promptly be notified that their tenders have been unsuccessful.

- 3.34.3 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.
- 3.34.4 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.
- 3.34.5 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.
- 3.34.6 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.

### **3.35. Performance Security/Guarantee**

3.35.1. 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.

3.35.2. 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.

3.35.3. 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.

### **3.36. Advance Payment**

3.36.1. 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.

### **3.37. Corrupt and fraudulent practices**

3.37.1. 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.

- a) *“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of public official in the procurement process or in contract execution;*
  - b) *“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of REREC, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive REREC of the benefits of free and open competition.*
- 3.37.2 REREC will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 3.37.3 Further, a Tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.
- 3.37.4 REREC will award the contract to the successful Tenderer whose Tender has been determined to be substantially responsive, technically compliant and has been determined to be the lowest evaluated tender, and further, where deemed necessary, that the Tenderer is confirmed to be qualified to perform the contract satisfactorily.
- 3.37.5 Award will be done as indicated in the Appendix to Instructions to Tenderers.

### 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	<b>2. Eligible Tenderers</b>	<i>Local suppliers registered in Kenya</i>
2	<b>Origin of Eligible goods</b>	<i>Any country is eligible</i>
3	<b>Time for Completion of Works</b>	<i>To be advised</i>
4	<b>4.2 Attendance of site visit</b>	<i>a) Bidders to arrange for site visit before tender closing day on normal business working days.</i>
5	<b>9.1 Documents Comprising the Tender – List of Previous Customers</b>	<i>The Tenderer shall submit names with full contact as well as physical addresses of previous customers of similar services and letters from the Previous customers confirming completion of the contracts on schedule.</i>
	<b>9.1 Documentary evidence of financial capability</b>	<i>Two years audited financial statements required must be those that are reported within eighteen (18) calendar months of the date of the tender document or 6 months certified bank statement</i>
	<b>9.1 Catalogues, Brochures, Manufacturers Authorization and Drawings</b>	<i>All technical documents and specifications pertaining to the product MUST be provided</i>
	<b>9.1 Warranty</b>	<i>Warranty shall be specific to equipment</i>
6	<b>11.1 Tender Currency</b>	<i>For avoidance of doubt, the <b>currency of the tender Shall be in Kenya Shillings</b></i>
7	<b>13.2 Tender Security</b>	<i><b>2% of the tender value.</b> The original tender security shall be dropped in the tender box situated in Ground Floor Kawi House South C. A scanned copy of the Tender security shall be submitted electronically with the rest of the bid.</i>
8	<b>18.1 Responding to RFx</b>	<i>Enter bid price in the item tab and fill in all required information for the response. The unit price entered in the items tab should be the same one entered in the price schedule. The total price per lot entered in the portal will be the read out price during tender opening and will be the award price. <b>No other price shall be considered.</b></i>
9	<b>18.1 Creation &amp; Submission of Tenders</b>	<i>There will be only one document submitted on the e-Procurement portal. <b>Bidders shall ensure they upload all the required documents as one scan or separately into the</b></i>

No.	ITT Reference Clause	Particulars of Appendix
		<i>portal in Collaboration Room each clearly labeled in the Collaboration folders.</i>
10	<b>20.1 Opening of Tenders</b>	<i>The tender shall be opened electronically in Kawi House South C, in Mini Board Room 2<sup>nd</sup> Floor</i>
11	<b>29.1 Performance Security</b>	<i>Performance bond shall be 10% of the Total Contract value.</i>

## **SECTION IV**

### **SECTION IV - GENERAL CONDITIONS OF CONTRACT**

#### **3.1 Definitions**

3.1.1 In this Contract, the following terms shall be interpreted as indicated:-

- (a) "The Contract" means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) "The Goods" means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) "The Procuring entity" means the organization purchasing the Goods under this Contract.
- (e) "The Tenderer" means the individual or firm supplying the Goods under this Contract.

#### **3.2 Application**

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

#### **3.3 Country of Origin**

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

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

#### **3.4 Standards**

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

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

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

3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph

3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity.

#### **3.6 Patent Rights**

3.6.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity's country.



### **3.7 Performance Security**

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract.

### **3.8 Inspection and Tests**

3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.

3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.9 Packing**

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

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

### **3.10 Delivery and Documents**

3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract.

### **3.11 Insurance**

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

### **3.12 Payment**

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

3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract.

### **3.13 Prices**

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

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

3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

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

### **3.14. Assignment**

3.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent.

### **3.15 Subcontracts**

3.15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract.

### **3.16 Termination for default**

3.16.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part

- a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity
- b) if the tenderer fails to perform any other obligation(s) under the Contract
- c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.16.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

### **3.17 Liquidated Damages**

3.17.1. If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items

up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

### **3.18 Resolution of Disputes**

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

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

### **3.19 Language and Law**

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

### **3.20 Force Majeure**

3.20.1 The tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

## SPECIAL CONDITIONS OF CONTRACT

**4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.**

**4.2. Additional Special conditions of contract as relates to the GCC**

ITEM NO.	REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
1	3.7	<i>Performance security shall be 10% of the tender value and shall be valid 90 days after shipment in case of foreign tenderers and 30 days after delivery in case of local tenderers.</i>
2	3.12.1	<p><b>Payment (Clause 3.12 of General Conditions of Contract)</b></p> <p>1) <b>Terms of Payment</b>                      The Procuring Entity shall pay promptly as specified in the Contract                      The credit period shall be:-                      30 Days from date of invoice following the successful. Commissioning</p>
5	3.10	<p><b>Deliverables and Documents (Clause 3.10 of the General Conditions of Contract)</b></p> <p style="padding-left: 40px;">i. Supply, installation and commissioning of a biometric access control, time and attendance system.</p> <p>The supplier shall provide the following documents during delivery of goods</p> <p style="padding-left: 40px;">a. Product documentation                      b. Any other important documentation</p>
6	3.11	<p><b>Insurance (Clause 11.1 of General Conditions of Contract)</b>                      The supplier shall also provide a professional indemnity for a value to be agreed to by both parties at the time of execution of the agreement.</p>
8	3.15	<p><b>Subcontract</b>                      In the event that an award is given and the job is sub contracted, the responsibility and onus over the contract will still be on the tenderer awarded.</p>

## SECTION V - TECHNICAL SPECIFICATIONS

### 5.1 General

5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply

5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.

5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.

5.1.4 The tenderers are requested to present information along with their offers as follows:

- (i) Shortest possible delivery period of each product
- (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

### 5.2 Background Information

Rural Electrification and Renewable Energy Corporation (REREC) has an existing standalone attendance software and biometric access control system comprising of 10 access control units installed on all the seven floors of its headquarters located at KAWI house, South C behind Boma Hotel. However, this system is limited to access control only and does not capture employee time and attendance. No biometric system has been installed in any of REREC's seven (7) branches located in Mlolongo, Mariakani, Kisumu, Awasi, Nakuru, Eldoret and Nyeri.

The corporation now want to automate employee access to its premises and manage their time and attendance by installing and configuring a new biometric time attendance system taking into consideration the existing system.

Below are the minimum system requirements and capabilities;

### 5.3 Technical Specifications

Requirement provided are minimum requirements. Bidders should indicate where they offer better/superior solution. Site visit is encouraged to ensure bidders get the correct scope.

<b>Specification for the Finger Print reader</b>	<b>Minimum requirement</b>	<b>BIDDER'S RESPONSE</b>
Operating Humidity	20 to 80 %	
Display Type	Digital	
Language	English	
Attendance Capacity	500-1000	
Battery Back-up	12 - 14 hours	
Fingerprint Sensor	550 DPI Optical Sensor	
Operating Temperature	0 to 45 Degree C	
Type of Biometric Attendance System	Fingerprint Time Attendance system	
Power	110/220VAC ~ 12VDC	
Communication interface	TCP/IP, RS232/485, USB Host/Client	

<b>Specification for the Finger Print reader</b>	<b>Minimum requirement</b>	<b>BIDDER'S RESPONSE</b>
Customize Function	Fingerprint capacity enlargement, 9-PIN ID, Printer output, external bell connection, ID reader, Mifare reader, Wifi, GPRS	
Other desirable features	able to operate as Standalone or network environment	
	Embedded multi-language interface	
	3" color screen with more compatible usage	
	24 hours continuous operation available	
	Saves data during a power outage	
	Audio-visual indications for acceptance & rejection of valid and invalid Transaction	
	- Press to exit button	
Attendance Management	<ul style="list-style-type: none"> <li>- To support multiple time attendance devices (hand geometry/ RFID/Finger print etc)</li> <li>- Time tracker</li> <li>- Overtime tracking</li> <li>- Attendance tracking</li> <li>- Clock in/out</li> <li>- Automated Late-in/Early-Out calculations</li> </ul>	
Document management	<ul style="list-style-type: none"> <li>- Import/Export Data</li> <li>- Data sharing</li> <li>- User creation with roles and permission</li> </ul>	
Business intelligence and reporting	<ul style="list-style-type: none"> <li>- Performance Management</li> <li>- Activity reporting</li> <li>- Attendance reporting</li> <li>- Leave reports</li> <li>- Daily, monthly and yearly details and summary reports</li> <li>- History of edited data by user</li> <li>- Customizable attendance reports</li> <li>- Reporting by E mail to the authorized personnel</li> </ul>	
Absence and leave management	<ul style="list-style-type: none"> <li>- Time off requests</li> <li>- PTO requests</li> <li>- Dashboard</li> <li>- Leave application and online leave management</li> <li>- Leave tracking</li> </ul>	
Integration	<ul style="list-style-type: none"> <li>- ERP Integration</li> <li>- HCM Integration</li> <li>- Data API</li> <li>- Should support multiple databases</li> </ul>	

## SECTION VI - SCHEDULE OF REQUIREMENTS

The following is the list of goods and services that REREC wishes to purchase under this tender.

No	Description	Quantity	Delivery schedule
1	Supply, Installation and commissioning of Finger print access readers at KAWI HQ and all seven regional offices	10	
2	Supply and Installation of press to exit buttons in all floors at HQ and regional offices	15	
3	Supply, installation and commissioning of attendance software for 500 -1000 employees	1	
4	Onsite training of key personnel on system usage	LOT	

The software should be supplied to the Rural Electrification and Renewable Energy Corporation specified offices **within twenty (21) working days** from the date of the Local Purchase Order (LPO).

The successful bidder will be required to avail personnel to assist the REREC staff in configuring the software to ensure they are in good working condition and meet/exceed the set requirements.

Payment for the goods shall be within thirty (30) days after having been certified as satisfactory and on submission of acceptable invoices, delivery notes and any other supporting document.





**SECTION VII-PRICE SCHEDULE FOR GOODS**

**SUPPLY, INSTALLATION AND COMMISSIONING OF BIOMETRIC ACCESS CONTROL SYSTEM**

<b>No</b>	<b>Description</b>	<b>Qty</b>	<b>Unit Price (Vat Inclusive)</b>	<b>Total Price (Vat Inclusive)</b>
1	Finger Print Access readers	10		
2	Attendance software for 500 -1000 employees	1		
	Supply and Installation of press to exit buttons	15		
3	Implementation and training of system usage in all the seven regional offices and HQ including onsite training of two systems administrator and one HR personnel	LOT		
<b>Total( This will be transferred to the item tab in SRM)</b>				

**NOTE:**

**Offered Credit Period.....**

Signature of Tenderer

*Note:* In Case of Discrepancy Between Unit Price and Total, The Unit Price Shall Prevail. Price on the price schedule should match the one entered on items tab in SRM.

*Note:* Brochures and data sheets must of items being supplied must be attached.

## SECTION VIII

### SUMMARY OF EVALUATION PROCESS

#### 1. SECTION VIII: SUMMARY OF EVALUATION PROCESS

Evaluation of duly submitted tenders will be conducted along the following three main stages: -

##### 1. PRELIMINARY EVALUATION

The following **SHALL** constitute the evaluation criteria at the Preliminary Evaluation stage:

1. Confirmation that bidder documents/Attachments have been submitted in the Collaboration folder of the SAP SRM System.
2. Confirmation that the bidder's prices appear during tender opening. The entered prices in the Items Tab of the SRM Portal must be same as the prices in the Tender form/price schedules and the same prices are read out during opening.(award shall be based on the read out prices)
3. Confirmation of submission of Tender Security from a local Bank/ or a Public Procurement Oversight Authority approved insurance company in the format provided for in the Tender Document i.e **2% (percent) of the tender price**. Validity period of submitted tender security of at least **150 days from the date of tender opening**.
4. Confirmation of submission of ePIN Certificate with both VAT and Income obligations,
5. Valid Tax compliance Certificate
6. Confirmation of submission of Company/Firm's Registration Certificate.
7. Confirmation of submission of CR12 form from registrar of companies not more than 3 months old from tender closing
8. Confirmation of submission of power of attorney commissioned by Magistrate or commissioner of oath.
9. Confirmation of submission of business permit/council trade license including evidence of physical address.
10. Confirmation of tender validity period of **120 days** from the date of tender opening.
11. The tenderer **SHALL dully fill, sign & stamp the tender form** provided in the tender document indicating the total tender price.
12. The tenderer **SHALL dully fill, sign & stamp the Confidential Business Questionnaire, declaration form, letter of application, tender questionnaire and declaration form**, form in the format provided in the tender document.
13. Current audited financial statement for the last two (2) years duly signed and stamped by the Auditing firm or Certified Bank statement for the last six months.
14. Submission of Manufacturer authorization form and Partnership letter/ Partnership Status for any equipment/software to be supplied.
15. Attach Comprehensive Curriculum Vitae (Format of CV attached page should be the guiding document for the information required) and Copies of certificates.

- 16.** The tenderer **SHALL** submit catalogues and brochures containing technical data as provided in the technical specifications. *(This should be stamped and signed by the bidder.*
- 17.** Bidder should submit company Profile.
- 18.** Proof of satisfactory service for contracts of similar or higher value executed within the last three (3) years. Submit reference letters from at least two (2) clients accompanied by either an order or a signed contract document. *(Reference letter should have full contacts; postal address, telephone and email).*
- 19.** Attach manufacturer's authorization letter or a letter from an authorized dealer who is authorized by the manufacturer to supply their products. (Letters from Authorized dealers should be accompanied with the dealers' manufacturers' authorization).

***NB: Tenders which do not satisfy any of the requirements set out above shall be rejected as per Public Procurement and Assets Disposal Act - 2015 and will not proceed to technical evaluation stage.***

## 2A. TECHNICAL EVALUATION

### TECHNICAL CAPACITY

Tenderers shall be expected to indicate compliance to **TECHNICAL EVALUATION CRITERIA** in the table below and the **technical requirements specified in the schedule of requirements for all equipment to be delivered.**

No.	Evaluation Criteria	SCORE
1.	All technical Specifications in <b>section V Technical specifications</b> met.	MANDATORY

## 3. FINANCIAL EVALUATION

The following SHALL constitute the evaluation criteria at the Financial Evaluation stage:-

- i. The Procuring Entity SHALL apply the prevailing **mean exchange rate at the time of tender opening** for purposes of conversion of tender currencies into one common currency for comparison of unit prices. The source of the prevailing exchange rate shall be the Central Bank of Kenya
- ii. The tenderer SHALL quote price VAT Inclusive.
- iii. The tenderer SHALL duly complete and sign a Price Schedule.

**NB: Tenders which do not satisfy any of the requirements set out above shall be rejected as per Public Procurement and Assets Disposal Act – 2015**

## SECTION VIII

### *STANDARD FORMS*

1. Letter of Application
2. Form of Tender

3. Appendix to Form of Tender
4. Tender Questionnaire
5. Declaration Form
6. Confidential Business Questionnaire
7. Form of Agreement
8. Form of Tender Security
9. Performance Bank Guarantee (unconditional)
10. Bank Guarantee for Advance Payment
11. Statement of Foreign Currency Requirement
12. Letter of Notification of Award

**FORMS TO BE FILLED, STAMPED, SIGNED AND UPLOADED TO THE COLLABORATION FOLDERS**

**LETTER OF APPLICATION**

**RFX No.**

**Date:**

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

Ladies and Gentlemen,

1. Having read, examined and understood all of the tender information provided in the tender document, the receipt of which is hereby duly acknowledged, we, the undersigned Candidate, hereby apply for a tender for.....  
*(RFX Description in full)*
2. We agree to abide by this Tender including all the terms for a **period of 120 days** 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 18 and 19 of the instruction to Tenderers on Creation, Submission, modifications and withdrawal of Bids, and shall abide by this requirement and any deviation from this section shall lead to disqualification and REREC is not to blame.***
4. This application, together with your written appointment thereof, shall not constitute a contract between us nor commit REREC to any actual tender or amount of contract.
5. We understand that you are not bound to accept any application you may receive.
6. We declare that the statements made and the information provided in our bid response 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

**FORM OF TENDER**

TO: \_\_\_\_\_ [Name of Employer) \_\_\_\_\_ [Date]  
\_\_\_\_\_ [Name of Tender]

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 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 \_\_\_\_\_

**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: Kshs.....

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.
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1.....			
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2.....			
--------	--	--	--

3.....			
--------	--	--	--

4.....			
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**Part 2(d) – Interest in the Firm:**

Is there any person / persons 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

**Manufacturer’s Authorization Form**

**(To Be Submitted On Manufacturer’s Letterhead)**

To:

**Rural Electrification and Renewable Energy Corporation**

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

P.O. 34585 – 00100

NAIROBI,

KENYA

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

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

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

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

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

**NOTES TO TENDERERS AND MANUFACTURERS**

- *Only a competent person in the service of the Manufacturer should sign this letter of authority.*

***Manufacturers Shall seal the manufacturer’s authorization***

**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)

## SAMPLE FORMS

### SAMPLE 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**

**(To be on Banks letterhead)**

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 of .....20.....

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.

\_\_\_\_\_  
*[date]*

\_\_\_\_\_  
*[signature of the Bank]*

\_\_\_\_\_  
*[witness]*

\_\_\_\_\_  
*[seal]*

**(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. \_\_\_\_\_ dated \_\_\_\_\_ 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 \_\_\_\_\_

**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