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RFX REFERENCE NO: 100000445

**SUPPORT AND MAINTENANCE SERVICES FOR DESKTOP
COMPUTERS, LAPTOPS, PRINTERS, DESKTOP UPS, MOBILE
DEVICES AND ACCESSORIES**

JUNE 2020

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SECTION 1

INVITATION TO TENDER (ONLINE BIDDING)

The Rural Electrification and Renewable Energy Corporation (REREC) invites bids from interested firms for **RFX No. 1000000445 support and maintenance services for desktop computers, laptops, printers, desktop ups, mobile devices and accessories.**

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 19th 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

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) It is a Mandatory requirement that all Bid Documents/Responses 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-compliant and will not be evaluated.
- e) Prices **MUST** be entered under item tab 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.
- f) For the purpose of this tender bidding, the employee account shall be used to submit your RFX responses. Bidders who require clarification from our office should do so strictly 7 days before tender closing.

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) so as to be received on or before 26th June, 2020@ 10.00a.m.

Tenders will be opened electronically promptly thereafter in REREC Procurement Office at Kawi House, Ground Floor. Opening schedule will be sent electronically to all the bidders who participated in the tender

A Pre-bid training/Meeting will not be held for these tenders. Interested bidders are however advise to visit the Corporation’s website, homepage, Information Center, SAP SRM Document, SAP SRM Supplier User Guide for registration and creation of their portal and Supplier Bidding Quick Reference Guide for submitting their response.

SECTION II - TENDER SUBMISSION CHECKLIST

2.0. The following documents shall form part of documents to be uploaded. The list is not comprehensive

No.	Item	Tick Where Provided
1	Bid Security which is 2% of the tender value VAT inclusive	
2	Company or Firm's Registration Certificate	
3	Copy of CR12 form from registrar of company for Limited Companies not more than 3 months old from tender closing, certified by a Lawyer.	
4	Copy of ePIN certificate with both VAT and income obligations	
5	Copy of a Valid KRA Tax Compliance Certificate to be verified during evaluations	
6	Submission of Standard Forms duly completed, signed and stamped and that the Tender validity period is as per requirement. (this include Letter of Application, Form of Tender, Tender Questionnaire, Declaration Form and Confidential Business Questionnaire)	
7	Form of Tender	
8	Price Schedule(s)	
9	Schedule of Requirements & Delivery	
10	Bid Security	
11	Confidential Business Questionnaire (CBQ) for the bidder	
12	Submission of similar completed works done within the last three (3) years.	
13	Full Compliance to Technical Particulars/Specifications.	
14	Catalogues and Brochures	
15	Manufacturers Authorization Letter and Dealership Certificates.	
16	CVS of Professional/Technical staff	
17	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.	
18	Power of Attorney commissioned by Magistrate or Commissioner of Oaths	
19	Any other document or item required by the Tender Document	

SECTION III: INSTRUCTIONS TO TENDERERS

TABLE OF CLAUSES

GENERAL

1. Definitions
2. Eligibility and Qualification Requirements
3. Cost of Tendering
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5. Tender Documents
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19. Modification and Withdrawal of Tenders
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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.

JOINT VENTURES SHALL NOT BE ALLOWED FOR THIS TENDER

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

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

3. Cost of Tendering

- 3.1 The tenderer shall bear all costs associated with the preparation and submission of his tender and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 3.2 The responses of the bids shall be submitted through the Authority's e-Procurement system. Any bid documents uploaded in the response shall be considered valid only if they are uploaded in the collaboration folder under Notes and Attachments tab and NOT in the Attachments
- 3.3 The Corporation 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 Bidders to arrange for a site visit any working day before tender closing date.

Tender Documents

- 5.1 The Tender documents comprise the documents listed here below and should be read together with any Addendum 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
 - p. Declaration Form
- 5.2 The tenderer is expected to examine carefully all instructions, conditions, forms, terms, specification 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"

5. 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.

6. 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.

7. 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.

8. 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 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.

10.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.

10.3 Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

11 Currencies of Tender and Payment

11.1 Tenders shall be priced in Kenya Shillings.

12. Tender Validity

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

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

13. Tender Security

13.1 The tenderer shall furnish as part of this tender, a Tender Security in the amount and form stated in the Appendix to Instructions to Tenderers.

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

13.3 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 bidders. 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 Tenders

- 16.1 The tenderer shall prepare his tender as outlined in clause 9 above
- 16.2 The Bills of Quantities shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the tenderer. All pages of the tender where amendments have been made shall be initialed by the person or persons signing the tender.
- 16.3 The complete tender shall be without alterations, interlineations or erasures, 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.

SUBMISSION OF TENDERS

17. Marking of Tenders

- 17.1 **The Cover page of the tender shall be marked as “ORIGINAL” before it is scanned and saved in PDF Format for online submission.**
- 17.2 No Tenders shall be submitted to the Procuring entity in envelopes as REREC only accepts tenders submitted electronically through the E-procurement portal.

Signing of the Tender

- 17.3 The tender shall be signed by authorized person on behalf of the tenderer.
5The authorization shall be indicated by a written Power of Attorney granted by the Tenderer to the authorized person before any of the following persons:-
For local Tenderers, a Commissioner of Oaths or a Notary Public or a Magistrate of the Kenyan Judiciary.
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
- 17.7 Any Tender not prepared and signed in accordance with this paragraph shall be rejected by REREC as non-responsive, pursuant to paragraph 17.3.

18. Creation And Submission of Tenders

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

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

RESPONDING TO RFX

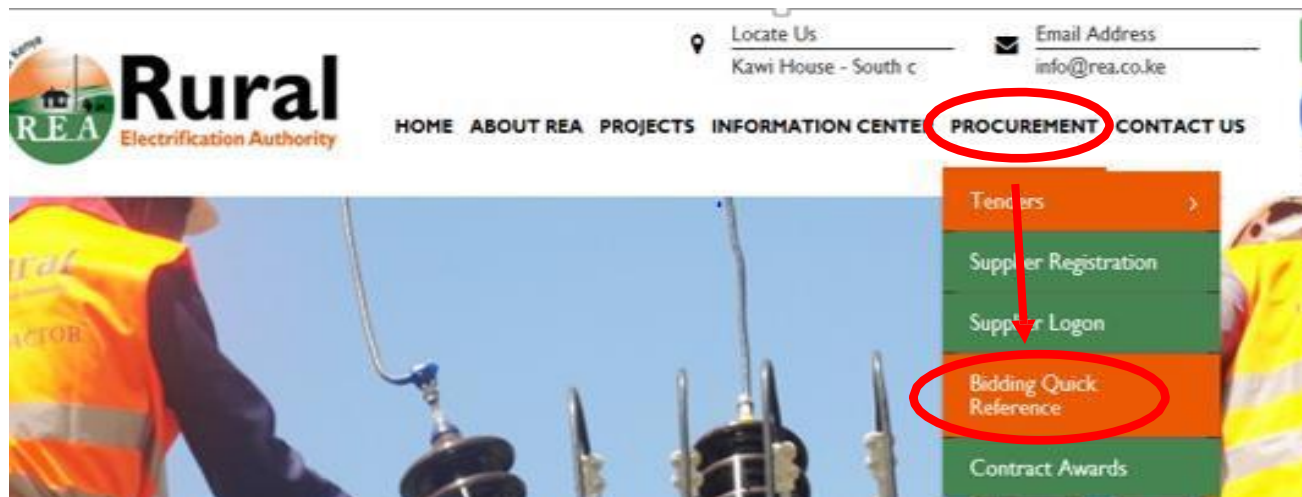
- (b) Choose RFX and Auction link in the navigation panel
- (c) Click on the RFX number to open it
- (d) Click Register and then Click Participate
- (e) Click Create response; You will get a unique number for your response for the RFX
- (f) Navigate to the Notes and Attachments tab and click on Collaboration 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 "add attachments" such action shall lead to disqualification, 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. The unit price entered in the items tab should be the same one entered in the price schedule. The total price per lot entered in the portal will be the read out price during tender opening and will be the award price. **No other price shall be considered.**
- (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.



- 18.2 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.
- 18.3 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.
- 18.4 All pages of the Tender, including un-amended printed literature, shall be initialed by the person or persons signing the Tender and serially numbered.
- 18.5 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.
- 18.6 REREC will assume no responsibility whatsoever for the Tenderer’s failure to comply with or observe the entire contents of this paragraph 3.21.1.
- 18.7 Any Tender not prepared and signed in accordance with this paragraph may be rejected by REREC’s as non-responsive.

19. Modification/Withdrawal and Deadline for Submission of Tenders

- 19.1 **Editing/Modification:** A bidder may before tender closing edit their RFX response by clicking edit and resubmitting after editing the response.
- 19.2 **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**
- 19.3 **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.

20 Tender Opening

- 20.1 The Employer will open the tenders 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.
- 20.2 Tenders for which an acceptable notice of withdrawal has been submitted, pursuant to clause 19, will not be opened.
- 20.3 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.
- 20.4 The Employer shall prepare a tender opening register and minutes of the tender opening including the information disclosed to those present.
- 20.5 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

21 Process to be Confidential

- 21.1 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.
- 21.2 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.

Clarification Tenders

- 22.1 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.
- 22.2 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

- 23.1 Prior to the detailed evaluation of tenders, the Employer will determine whether each tender is substantially responsive to the requirements of the tender documents.
- 23.2 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.
- 23.3 Each price or unit rate inserted in the Bills of Quantities/Price schedule 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.
- 23.4 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

- 24.1 There shall be no correction of prices. Award 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

24. Conversion to Single Currency

- 25.1 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.

25.2 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 25.1.

25. Evaluation and Comparison of Tenders

26.1 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.

26.2 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.

26.3 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.

26.4 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.

26.5 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.

26.6 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.

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

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

27 (a) Post – Qualification and Award

27.1 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.

- 27.2 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, pursuant to paragraph 2.3 (a), (b) and (c) as well as such other information as the employer deems necessary and appropriate.
- 27.3 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.
- 27.4 Subject to clause 27.2, 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.
- 27.5 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.
- 27.6 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 (based upon the exchange rates determined in accordance with clause 35.4 of the Conditions of Contract) and a 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 clause 33.1 of 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.

APPENDIX TO INSTRUCTIONS TO TENDERERS

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

No.	ITT Reference Clause	Particulars of Appendix
1	2. Eligible Tenderers	<i>Local suppliers registered in Kenya</i>
2	Origin of Eligible goods	<i>Any country is eligible</i>
3	Time for Completion of Works	<i>To be advised</i>
4	4.1 Site Visit and Pre-Bid Meeting	<i>There shall be no Pre-bid meeting for this tender. Bidders should visit the website to learn how to register to register and submit their bid response</i>
5	4.2 Attendance of site visit	<i>Bidders to arrange for site visit before tender closing day on normal business working days.</i>
6	9.1 Documents Comprising the Tender – List of Previous Customers	<i>The Tenderer shall submit names with full contact as well as physical addresses of previous customers of similar services and letters from the Previous customers confirming completion of the contracts on schedule.</i>
	9.1 Documentary evidence of financial capability	<i>Two years audited financial statements required must be those that are reported within eighteen (18) calendar months of the date of the tender document or 6 months certified bank statement</i>
	9.1 Catalogues, Brochures, Manufacturers Authorization and Drawings	<i>All technical documents and specifications pertaining to the product MUST be provided</i>
	9.1 Warranty	<i>Warranty of one (1) year or Manufacturer's guarantee</i>
7	11.1 Tender Currency	<i>For avoidance of doubt, the currency of the tender Shall be in Kenya Shillings</i>
8	13.2 Tender Security	<i>2% of the tender value. The original tender security shall be dropped in the tender box situated in Ground Floor Kawi House South C. A scanned copy of the Tender security shall be submitted electronically with the rest of the bid.</i>
9	18.1 Responding to RFx	<i>Enter bid price in the item tab and fill in all required information for the response. The unit price entered in the items tab should be the same one entered in the price schedule. The total price per lot entered in the portal will be the read out price during tender opening and will be the award price. No other price shall be considered.</i>
10	18.1 Creation & Submission of Tenders	<i>There will be only one document submitted on the e-Procurement portal. Bidders shall ensure they upload all the required documents as one scan or separately into the</i>

		<i>portal in Collaboration Room each clearly labeled in the Collaboration folders.</i>
11	20.1 Opening of Tenders	<i>The tender shall be opened electronically in Kawi House South C. in Mini Board Room 2nd Floor</i>
12	29.1 Performance Security	<i>Performance bond shall be 10% of the Total Contract value.</i>

SECTION IV: SPECIAL 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 it's 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 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.

Additional Special conditions of contract as relates to the GCC

ITEM NO.	REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
1	3.7.1	<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>Payment (Clause 3.12 of General Conditions of Contract)</p> <p>1) Terms of Payment 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>
4	3.10	<p>Deliverables and Documents (Clause 3.10 of the General Conditions of Contract)</p> <p>i. Provision of Support and maintenance services for desktop computers, laptops, printers, desktop ups, mobile devices and accessories.</p>
5	3.11	<p>Insurance (Clause 11.1 of General Conditions of Contract)</p> <p>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>
6	3.15	<p>Subcontract</p> <p>In the event that an award is given and the job is sub contracted, the responsibility and onus over the contract will still</p>

SECTION V - TECHNICAL SPECIFICATIONS

4.1 Background

Rural Electrification and Renewable Energy Corporation (REREC) has installed various ICT hardware and systems to support its business operations.

The Corporation also has in place Desktop computers, laptops, printers, UPSs mobile devices and accessories. The bulk of the desktops/laptops are based in the head office while the rest are distributed in our regional offices namely Mombasa road office/store, Mariakani, Eldoret, Kisumu, Nakuru, Nyeri, and Awasi

The Corporation now requires to put in place SLA with qualified service providers to provide support and maintenance for the above systems/equipment. The Maintenance period shall be annual, renewable every successive year upon satisfactory performance. However the extension after the one year contract

period shall not exceed two years.

4.2 Scope of services

4.2.1 Support and Maintenance Services for Desktop Computers, Laptops, Printers, Desktop Ups, Mobile Devices and Accessories

The scope of the Services to be performed shall include the provision of preventative and corrective maintenance, and shall include, shall be but not limited to;

Preventive and curative Maintenance, which will entail;

- Blowing dust from interior of all equipment once in each quarter;
- Inspection and performance testing/tuning of each item of equipment in conjunction with REREC staff once in each quarter;
- Identification and costing of any parts that require replacement and presenting service report with the required parts to REREC for approval
- Carrying out of such repairs, replacement of parts, cleaning or adjustment of each item of equipment as a result of the inspection and testing under item (ii) above;
- Parts shall be charged at actual cost when replacements are carried out.
- Software and firmware updates where applicable.

Upon a service call being made by the procuring entity, will entail;

- The inspection, testing and diagnosing any fault reported in an item of equipment.
- Carrying out of such repairs, replacement of faulty parts, cleaning or adjustment as shall be necessary to remedy the fault.
- Parts replacement for all hardware failures shall be at the quoted price to be included in this tender as a separate price list for consumables.
- Remote diagnostic and remedial assistance to support the customer in keeping the machine in or restoring the machine to good working order
- Analyses and assist in the development of a problem resolution action plan

4.3 DETAILED LIST OF EQUIPMENT/ACCESSORIES

4.3.1

REREC has a total of approximately 150 desktops, 160 laptops, 54 printers, 50 mobile devices (iPads, tablets and smartphones) and 100 Desktop UPS devices. This number is expected to increase over time.

Make and model is as follows:

No	Equipment	Make	Model	Total Number
1	Desktop computers	HP	HP Compaq dc7900 HP Compaq dc5800 HP Compaq 6000 HP Prodesk 400 HP Prodesk 600 HP MicroTower 8900	146
		LENOVO	Lenovo E71 SFF Lenovo A70 Lenovo E73	
2	Laptops	HP	Hp Probook 4540s Hp Probook 4520s Hp Probook 4340s Hp Probook 4530s	178

No	Equipment	Make	Model	Total Number
			Hp Probook 430 Hp Probook 450 Hp Probook 640 HP Pavillion	
		LENOVO	Lenovo T500 Lenovo T400	
		TOSHIBA	Toshiba Tecra A11-15P Toshiba Tecra M11-13W Toshiba Tecra A11-19C Toshiba Satellite pro	
3	Printers	HP	Laserjet P2055d Laserjet P4015x Laserjet P2015dn Laserjet Pro m401dn Laserjet CP 2025dn HP PRO 400 color mfp475dn, 476dn, 477dn Laserjet Enterprise 600 M602dn Laserjet pro m402dn Laserjet 1536dnf Laserjet 500 color m551 Laserjet 1212nf DFX 9000 Dotmatrix printer DLQ 3500 Dotmatrix printer	54
4	Mobile devices	Apple	Apple iPad 2 Apple iPad 3 Apple iPad Air Apple iPad pro Apple iPad mini iPhone 6	50
		Samsung	Galaxy Tab 10.1 Galaxy 2 10.1 P5100 (16GB) Samsung S6 Samsung S6 edge	
		LG	LG G3	
5	UPS	APC	APC 650 APC BR650-CI APC 1.5KVA Smart Tripp lite	100

4.4 Payment Schedule

Payment shall be on quarterly basis and within 30 days upon submission of invoice and a certificate note that the services have been rendered.

4.5 Contract Duration

The contract duration shall be one year with a possible extension every successive year subject to satisfactory performance.

4.5 Response time

It is a requirement that service calls are responded to within 2 hours for all equipment situated in Nairobi. The successful service provider shall provide facilities, at all times between Monday and Friday every week between 8:00 a.m. and 5:00 p.m. for receiving and processing service calls.

The service provider shall provide a sample SLA which should contain response time among other indicators.

Tenderers are advised to note, that response times will be a key criteria for consideration in the award of Contract.

4.6 Sub-contracting

Any part of the Contract that any tenderer wishes to sub-contract to another firm(s) must be indicated and the sub-contracted firm(s) named in the tender. In the event that such sub-contracting arrangements are accepted by the Company, responsibility for the due performance of the whole Contract (including any sub-contracted parts) will lie with the Vendor.

4.7 Consequential Loss

The Rural Electrification & Renewable Energy Corporation shall be entitled in addition to the above amount of money(s) incurred or any loss that is occasioned by negligence of the contractor in the performance of the duties under the contract.

4.8 Conditions

- a) **Schedule of Services:** On Contract signature, the Vendor shall produce a schedule of maintenance services based on the terms of the agreement. Such a schedule, once approved by the Rural Electrification & Renewable Energy Corporation, shall be followed without deviation. Failure to render services as per the schedule will form a basis for termination of the Contract and the levying of penalties as are provided for in the Contract.
- b) **Support Manager:** The Vendor shall appoint a senior member of its management staff to be designated the "Support Manager" for the purposes of servicing the Contract. This person shall be responsible for co- coordinating all activities and services under the Contract and shall ensure diligent performance of the Contract. In the event of a change in the identity of the above person, the Vendor shall communicate to the Rural Electrification & Renewable Energy Corporation such a change forthwith by way of a written Notice.
- c) **Replacement of Equipment:** All maintenance and services shall be rendered on site. However, in the event that a piece of equipment cannot be restored back to proper working condition within 48 hours after a service call has been made, or in the event that such equipment has to be removed from the premises of the Company for repairs at the Vendor's workshop then; a similarly configured machine shall be provided by the Vendor as a replacement until the original machine is restored back to working order.

4.9 Vendor's Warranty

The Vendor warrants and undertakes to REREC;

- (a) that they will perform the maintenance services with reasonable care and skill;
- (b) that REREC shall have free and unencumbered title of any replacement parts in any equipment repaired;
- (c) that REREC shall enjoy possession of any parts or equipment replacement and that the same will be of merchandise quality and fit for their purpose.

4.8 Confidentiality

Each of the Parties hereto undertake to the other to keep confidential all information, (written or oral) concerning the business and affairs of the other, that it shall have obtained or received as a result of the discussions leading up to, or the entering into this Contract, or as a result of having direct or indirect access to the information systems of REREC.

SECTION V - SCHEDULE OF REQUIREMENTS

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

ITEM	DESCRIPTION	QUANTITY/ DURATION
No.	Provision of Support and maintenance services for desktop computers, laptops, printers, desktop ups, mobile devices and accessories	1 year renewable for a maximum of 2 more years

SECTION VI : PRICE SCHEDULE FORM

LOT 1: PROVISION OF SUPPORT AND MAINTENANCE SERVICES FOR DESKTOP COMPUTERS, LAPTOPS, PRINTERS, MOBILE DEVICES, DESKTOP UPS AND ACCESSORIES

No.	Item	Minimum Quantity	Unit price per Scheduled maintenance (KSH) (+VAT)	Total price per Scheduled maintenance KSH(+VAT)	Total price per year KSH (+VAT)
1	Desktops	146			
2	Laptops	178			
3	Printers	54			
4	Mobile devices (ipads, tablets and smartphones)	50			
5	Desktop UPS	100			
Totals (This will be transferred to the item tab in SRM)					

Consumables Price list.

The following consumable price list shall be adopted into the contract and shall be used as a basis for parts replacement and costing. However, prices shall be subject to prevailing market prices.

Item	MODEL	Part	UNIT COST (KSHS) Vat Inc.	TOTAL COST (KSHS) Vat Inc.
Computers	- HP Compaq dc7900, - HP Compaq dc5800 - Compaq 6000, - HP Prodesk 400, - HP Prodesk 600 - HP MicroTower 8900	Motherboard		
		PSU		
		Memory		
		Hard disk		
		DVD Rom		
	LENOVO EDGE 71 SFF,A70	Motherboard		
		PSU		
		Memory		
		Hard disk		
	HP Compaq DX 1000MT	Motherboard		
		PSU		
		Memory		
		Hard disk		

Item	MODEL	Part	UNIT COST (KSHS) Vat Inc.	TOTAL COST (KSHS) Vat Inc.
		DVD Rom		
	Dell PCs	Motherboard		
		PSU		
		Memory		
		Hard disk		
		DVD Rom		
UPS	Cost of repairing a faulty UPS	Battery		
		Power button/knob		
		Casing		
LAPTO PS	HP PAVILLION DV6,DV4,DV3, ELitebook 8440P	Mother board		
		Screen		
		Keyboard		
		Battery		
		Adapter		
		Harddisk		
		Memory		
		Processor FAN		
	Lenovo T400, and other Lenovo laptops	Motherboard		
		Battery		
		Screen		
		Memory		
		DVD Rom		
		Adapter		
		Harddisk		
	HP 430, HP 450,HP 640, HP 650, 670	Mother board		
		Screen		
		Keyboard		
		Adaptor		
		Harddisk		
		Memory		
		DVD Rom		
	Toshiba SATELLITE P755, TECRA A11-15Z,TECRA M11-13W	Motherboard		
		Power Adaptor		
		Screen		
		Keyboard		
		Memory		
		Hard disk		
		DVD Rom		
		Battery		
	HP PROBOOK 4330S 4530S,4540S,4520,4340S,	Motherboard		
		Power Adaptor		
		Memory		

Item	MODEL	Part	UNIT COST (KSHS) Vat Inc.	TOTAL COST (KSHS) Vat Inc.
		Hard disk		
		Screen		
		Keyboards		
		DVD Rom		
		Battery		
Printers	HP P2055,P2015,401	Logic board		
		Power board		
		Fuser Unit		
		Pick-up rollers		
		Paper Tray 2		
		Paper sensor		
	HP Laser jet M602,p4015x,M551	Teflon sleeves/Paper		
		Transfer rollers		
		Logic board		
		Fuser unit		
		Pickup Rollers		
		Intermediate Transfer Belt		
	DFX 9000 Dotmatrix	Ribbon		
	OTHER printers	Teflon		
		Transfer rollers		
		Logic board		
		Fuser unit		
		Pickup Rollers		
		Transfer kit		
		Power supply		
Other Accessories	Keyboards(USB)			
	Mouse(USB)			
	USB cables			
	3 PIN POWER CABLES			
TOTAL				

NB: Note that the consumable price list shall be used to form part of the contract and shall form the basis for replacing any faulty parts.

NOTE:

- The duration for the support and maintenance shall be for 1 year renewable for a further 2 years subject to successful performance.
- Award of Tender: the award will be made to the lowest qualified bidder

Offered Credit Period.....

Signature of Tenderer

Note: In Case of Discrepancy Between Unit Price and Total, The Unit Price Shall Prevail.

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

Note: Detailed BOMs are to be provided which tabulate the individual component / sub components costs which make up the total costs. This will include any penalties that are applicable if any.

SECTION VII

EVALUATION CRITERIA

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 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**.
2. Confirmation of submission of ePIN Certificate with both VAT and Income obligations,
3. Valid Tax compliance Certificate
4. Confirmation of submission of Company/Firm's Registration Certificate.
5. Confirmation of submission of CR12 form from registrar of companies not more than 3 months old from tender closing
6. Confirmation of submission of power of attorney notarized by Magistrate or commissioner of oath.
7. Confirmation of submission of business permit/council trade license including evidence of physical address.
8. Confirmation of tender validity period of **120 days** from the date of tender opening.
9. The tenderer **SHALL dully fill, sign & stamp the tender form** provided in the tender document indicating the total tender price.
10. 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.
11. 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.
12. Attach Comprehensive Curriculum Vitae (Format of CV attached page should be the guiding document for the information required) and Copies of certificates.
13. Submission of Manufacturer authorization form and Partnership letter/ Partnership Status for any equipment/software to be supplied.

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

It is a requirement that the proposed supplier **MUST** have technical support personnel who have expertise and training in supporting the current and proposed systems. Documentary evidence will be required.

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**.

No.	Provision Of Support and Maintenance Services For Desktop Computers, Laptops, Printers, Mobile Devices, Desktop Ups And Accessories	Requirement
1	MUST be authorized partners for <ul style="list-style-type: none">• Hewlett-Packard (HP)• Toshiba,• DELL• Lenovo/IBM Provide evidence	MANDATORY
2	The provider MUST have at least two (2) of the following professionals: <ul style="list-style-type: none">• Hardware technicians: Minimum Diploma is computer hardware or related studies.• Software Technicians: Minimum Diploma in Computer science or related studies• Support Engineers, BSc Degree in Computer Science, MCITP certifications or related studies.• Support Manager, Minimum Bsc (IT) or equivalent Degree with at least 5 years in senior position.	MANDATORY
3	The organizations MUST have at least three (3) years' experience in provision of similar services. Provide at least three (3) major clients where similar works have been carried out or similar capacity systems have been installed	MANDATORY
5	The provider MUST have regional support base/arrangement in at least 6 regions as follows <ul style="list-style-type: none">• Coast-Mariakani• Eldoret• Nakuru• Nyanza(Kisumu)• Nyeri• Nairobi (Provide evidence)	MANDATORY
6	The provider MUST have a fully manned support desk	MANDATORY
7	Provide proposed SLA	MANDATORY

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.

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. Confirm/Authenticate the validity of the tender security.
- iii. The tenderer SHALL quote price VAT Inclusive.
- iv. 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*)

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.....			
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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 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.

[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