



RURAL ELECTRIFICATION & RENEWABLE ENERGY CORPORATION

RFX NO. 100000474

**SUPPLY INSTALLATION AND COMMISSIONING OF CAR PARK SHADE AT
GARISSA SOLAR PLANT**

AUGUST 2020

(E-PROCUREMENT SYSTEM)

*RURAL ELECTRIFICATION AND RENEWABLE ENERGY CORPORATION
KAWI HOUSE SOUTH C, BLOCK C,
BEHIND BOMA HOTEL
P.O. BOX 34585-00100,
NAIROBI, KENYA.
Email: procurement@rea.co.ke*

All bidders are advised to read carefully this Tender document in its entirety before making any bid.

SECTION I - INVITATION TO TENDER
INVITATION TO TENDER

1. The Rural Electrification and Renewable Energy Corporation invites tenders from interested firms to bid for;

Rfx No.	Tender Description	Tender Submission Deadline
100000474	Construction of Car Park Shed at Garissa 54.6MW Solar Plant	17 th September 2020 at 10.00AM

2. Tender documents detailing the requirements may be viewed at REREC E- Procurement Web Portal found on the REREC website (www.rea.co.ke) beginning on **19th August 2020**
3. Bidders who are interested in bidding for this tender **MUST** ensure that they are registered in REREC SAP SRM system and have set up their page. Please ensure compliance to the following
- Each company must have two user accounts; **Admin Account** and **Employee Account**. Ensure that the following roles are NOT ASSIGNED to the employee; Employee Administrator and Supplier Master Data manager.
 - Ensure that the admin account and employee account does not share same email address.
 - Ensure that the Employee user name is between **4 and 12 characters**.
 - 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.
 - 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.
 - 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.
4. Completed Tenders are to be saved as PDF documents marked with the Tender Number and Description and submitted through the REREC E-Procurement Web Portal found on the REREC website (www.rea.co.ke) so as to be received on or before the dates in the schedule above.
5. 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.
6. Interested bidders are advised 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.

CHIEF EXECUTIVE OFFICER
RURAL ELECTRIFICATION AUTHORITY & RENEWABLE ENERGY CORPORATION

SECTION II - TENDER SUBMISSION CHECKLIST

2.0. The following documents shall form part of documents to be uploaded. **(Refer to the evaluation criteria for detailed mandatory requirements)**

NO.	ITEM	TICK
1.	Company or Firm's Registration Certificate	
2.	E-PIN (iTAX) certificate with both VAT and income obligations.	
3.	Valid Tax Compliance Certificate	
4.	Copy of business permit/council trade license including evidence of physical address	
5.	Confidential Business Questionnaire duly filled, stamped and signed.	
6.	CR12 form from registrar company for Limited Companies not more than 3 months old from tender closing.	
7.	Declaration Form(s) duly completed, stamped and signed.	
8.	Tender Form duly completed, signed and that the Tender is valid for the period required.	
9.	Copy of registration certificate issued by National Construction Authority NCA 7 and above – Civil works or Mechanical services	
10.	List of completed similar works	
11.	Audited accounts of the company for the last 15months (Certified by a registered Certified Public Accountant) or Six months certified bank statement.	
12.	Evidence of an established up to date safety program, policies and work practices. Bidders to provide a written occupational health and safety policy.	
13.	A list of Names and ranks of employees together with the assigned responsibilities together with copies of academic and professional certificates for proposed technical team	
14.	Commitment to carry out quality repairs and maintenance form.	
15.	Updated Company profile, showing organizational organogram showing Placement/Roles of the Technical Staff.	

3.0. TABLE OF PARAGRAPHS ON INSTRUCTIONS TO TENDERERS

Paragraph No.	Headings
3.1	Definitions
3.2	Eligible contractor
3.3	Declarations of Eligibility
3.4	Pre-bid Meeting
3.5	Cost of Tendering
3.6	Obtaining the Tender documents
3.7	Contents of the Tender Document
3.8	Clarification of Documents
3.9	Amendment of Documents
3.10	Language of Tender
3.11	Documents Comprising the Tender
3.12	Tender Form
3.13	Charges for Services
3.14	Tender Currencies
3.15	Firm's Competence and Qualifications
3.16	Deviations
3.17	Demonstration(s), Inspections and Tests
3.18	Professional Indemnity Cover (Before Appointment)
3.19	Validity of Tenders
3.20	Number of Sets of and Tender Format
3.21	Preparation and Signing of the Tender
3.22	Sealing and Outer Marking of Tenders
3.23	Deadline for Submission of Tenders
3.24	Modification and Withdrawal of Tenders
3.25	Opening of Tenders
3.26	Process to Be Confidential
3.27	Clarification of Tenders and Contacting REREC
3.28	Preliminary Evaluation and Responsiveness
3.29	Minor Deviations, Errors or Oversights
3.30	Technical Evaluation and Comparison of Tenders
3.31	Financial Evaluation
3.32	Preferences
3.33	Tender Evaluation Period
3.34	Debarment of a contractor
3.35	Confirmation of Qualification for Appointment
3.36	Notification of Appointment
3.37	Termination of Procurement Proceedings
3.38	Acceptance of Appointment
3.39	Professional Indemnity Cover (After Appointment)
3.40	Corrupt or Fraudulent Practices
3.41	Conflict of Interest

SECTION III - INSTRUCTIONS TO TENDERERS (ITT)

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 be the **start date** specified on the REREC tendering portal.*
- 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) *“KENAS” wherever appearing means the Kenya National Accreditation Service or its successor(s) and assign(s) where the context so admits*
- f) *“PPRA” wherever appearing means The Public Procurement Regulatory Authority or its successor(s) and assign(s) where the context so admits.*
- g) *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.*
- h) *“The Procuring Entity” means Rural Electrification and Renewable Energy Corporation or its successor(s) and assignee(s) where the context so admits (hereinafter abbreviated as REREC).*
- i) *“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.*
- j) *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.*
- k) *Words importing the masculine gender only, include the feminine gender or (as the case may be) the neutral gender.*
- l) *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.*
- m) *REREC’s “authorised person” shall mean its CEO who is designated by the PPAD Act 2015 to exercise such power, authority or discretion as is required*

under the tender and any contract arising therefrom, or such other REREC staff delegated with such authority.

- n) *Citizen contractors-means a person/firm wholly owned and controlled by person(s) who are citizens of Kenya.*
- o) *Local contractors- a firm shall be qualified as a local contractor if it is registered in Kenya.*
- p) *Youth, women and Persons with Disability as per the Acts is used to mean*
Person with Disability - *means a person with disability who has attained the age of eighteen years and includes a company, association or body of persons, corporate or unincorporated in which at least seventy percent of the shareholders, members or persons and a majority of the directors are persons with disability*
Woman - *means a person of the female gender who has attained the age of eighteen years and includes a company, association or body of persons, corporate or unincorporated in which at least seventy percent of the shareholders, members or persons and a majority of its directors are of the female gender.*
Youth - *means a person who has attained the age of eighteen years and has not attained the age of thirty-five years and includes a company, association or body of persons, corporate or unincorporated in which at least seventy percent of shareholders are persons who have attained the age of eighteen years and have not attained the age of thirty-five years.*
- q) *“framework agreement” means a pact between a procuring entity and a selected supplier (or suppliers) or contractor (or contractors) identified for a definite term to supply goods works or service whose quantities and delivery schedules are not definable or determinable at the beginning.*
“framework contract” means a pact between a procuring entity and a selected supplier (or suppliers) or contractor (or contractors) identified for a definite term to supply goods works or service whose quantities and deliveries are not definable or determinable at the beginning, with a commitment to order a minimum quantity of the required goods, works, or services

3.2 Eligible Tenderers

3.2.1 A tenderer is eligible to bid for this contract only if the tenderer satisfies the following criteria—

- (a) The tenderer has the legal capacity to enter into a contract for procurement or asset disposal;
- (b) The tenderer is not insolvent, in receivership, bankrupt or in the process of being wound up;

- (c) The tenderer, if a member of a regulated profession, has satisfied all the professional requirements;
- (d) The tenderer and his or her sub-contractor, if any, is not debarred;
- (e) The tenderer has fulfilled tax obligations evidenced by Valid Tax Compliance Certificate.
- (f) The tenderer has not been convicted of corrupt or fraudulent practices;
- (g) is not guilty of any serious violation of fair employment laws and Practices and,
- (h) The tenderer is not Procuring Entity's employees, committee members, board members, Public Servants and their relatives (spouse and children) as per section 66 paragraph 11 of the PPAD Act 2015 are not eligible to participate in the Tender.

3.2.1.1. In addition, this Tender is open to all Tenderers eligible as described in the invitation to tender.

3.2.1.2 A Successful Tenderer shall provide the services 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 child (ren) 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 provide the qualification information statement that the Tenderer (including 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 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.

- 3.2.6 Tenderers shall not be under declarations as prescribed in this Tender Document and the Act.
- 3.2.7 Tenderers who are not under these declarations shall complete the Declaration Form strictly in the form and content as prescribed in this Tender Document and the Act.
- 3.2.9 Those that are under the Declaration as prescribed in this Tender Document 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 Declarations of Eligibility

- 3.3.1 Contractors shall not be under declarations of ineligibility for corrupt, fraudulent practices or any other reasons prescribed by the PPAD or any other law.
- 3.3.2 Contractors who are not under these declarations shall complete the Declaration Form strictly in the form and content as prescribed in this Tender Document.
- 3.3.3 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.

3.4 Pre-Bid Meeting

- 3.4.1 REREC will conduct a pre-bid meeting. The purpose of the pre-bid meeting shall be to clarify issues and answer any questions that may be raised at that stage. It will be used to train bidders on creation, processing and submission of bids.
- 3.4.2 Contractors' designated representative is invited to attend the pre-bid meeting which will take place at the REREC Offices at Kawi House, South C-Behind Boma Hotel, Nairobi.
- 3.4.3 The Contractor is requested as far as possible to submit any questions in writing or electronically to reach REREC through the Procurement Manager in address indicated in the Invitation to tender before the pre-bid meeting.
- 3.4.4 Minutes of the pre-bid meeting including the text of the questions raised and the responses given together with any response prepared after the pre-bid meeting may be transmitted those who have downloaded the tender Document and clicked on the participate/Register button of the SAP SRM Portal.
- 3.4.5 Non-attendance during the pre-bid meeting will not be a cause of disqualification of the Tender.

3.5 Cost of Tendering

- 3.5.1 Contractors shall bear all costs associated with the preparation and submission of its Tender. REREC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 3.5.2 There are no charges for the Tender Document.

3.6 Obtaining the Tender Document

3.6.1 Tender documents detailing the requirements may be obtained by downloading tenders online from the REREC website (www.rea.co.ke). No tender documents will be issued from any REREC office.

3.6.2 Interested bidders shall register their intention to bid by clicking the register tab/button available in the supplier portal.

3.7 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) *Project Implementation Schedule*
- g) *Price Schedule for Services*
- h) *Evaluation Criteria*
- i) *General Conditions of Contract*
- j) *Special Conditions of Contract*
- k) *Tender Form*
- l) *Confidential Business Questionnaire Form*
- m) *Tender Security Form*
- n) *Manufacturer's Authorization Form*
- o) *Manufacturer's Warranty*
- p) *Declaration Form*
- q) *Contract Form*
- r) *Performance Security Form*
- s) *Details of Service*
 - (i.) *General Requirements*
 - (ii.) *Specific Details of Services*

3.7.2 The contractor 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 contractor's risk and may result in the rejection of its Tender.

3.7.3 All recipients of the documents for the proposed engagement 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".

3.8 Clarification of Documents

- 3.8.1 A prospective contractor requiring any clarification of the Tender Document may notify the Procurement Manager in writing via e-mail procurement@rea.co.ke or by hand delivery to REREC's address indicated in the Invitation to tender, at least 7 days before tender opening.
- 3.8.2 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. Written copies of REREC's response (*including an explanation of the query but without identifying the source of inquiry*) will be published in the REREC portal to be accessed by all prospective bidders before tender closing.

3.9 Amendment of Documents

- 3.9.1 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 contractor, may modify the Tender Documents by amendment.
- 3.9.2 All prospective firms that have downloaded the Tender Documents will be notified of the amendment(s) (*hereinafter referred to or otherwise known as addendum*) through the REREC website and the portal accessible to all prospective bidders and the same will be binding on them.
- 3.9.3 In order to allow prospective contractor 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.

3.10 Language of Tender

- 3.10.1 The Tender prepared by the contractor, as well as all correspondence and documents relating to the tender, exchanged between the contractor and REREC, shall be written in English language.
- 3.10.2 Any printed literature furnished by the contractor may be written in another language so long as 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 contractor's letterhead and shall be signed by the duly authorized signatory signing the Tender and stamped with the contractor's stamp.

3.11 Documents Comprising the Tender

The Tender prepared and submitted by the contractors shall include but not be limited to all the following components: -

- a) *Declaration Form, Tender Form and a Price Schedule completed in compliance with REREC requirements.*
- b) *Documentary evidence established in accordance with paragraph 3.15 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 3.16 that the services and any ancillary thereto to be provided by the Tenderer conform to the tender documents, and,*
- d) *Tender Security furnished in accordance with paragraph 3.19*
- e) *A detailed list of previous customers as prescribed for similar services on tender and their contact addresses shall be submitted with the Tender for the purpose of reference, or for evaluation where the Details of Service so dictate.*
- f) *And all other documents indicated in Section II (Tender Submission Checklist)*

3.12 Tender Form

The contractor shall complete and sign the Tender Form and all other documents furnished in the Tender Document, indicating the services to be performed, Methodology of Charging amongst other information required.

3.13 Charges for Services

- 3.13.1 The contractor shall indicate on the appropriate Schedule the rates charged for the services to be rendered as specified in the said schedule.
- 3.13.2 The rates and prices shall be of costs for the Services inclusive of all taxes and insurances payable.

3.14 Tender Currencies

- 3.14.1 The Tenderer shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total tender price of the services it proposes to provide under the contract.
- 3.14.2 Prices indicated on the Price Schedule shall be of all costs for the services including insurances, duties, Value Added Tax (VAT) and other taxes payable. No other basis shall be accepted for evaluation, award or otherwise.
- 3.14.3 Tender prices to be submitted (quoted) by the Tenderer shall remain fixed for the contract duration.
- 3.14.4 A price that is derived by a disclosed incorporation or usage of an international accepted standard formula shall be acceptable within the meaning of this paragraph.

3.15 Contractor's Competence and Qualifications

- 3.15.1 Pursuant to paragraph 3.2, the contractor shall furnish, as part of its Tender, documents establishing the contractor's eligibility, competence to tender and its qualifications to perform well in any ensuing assignment if its Tender is accepted.
- 3.15.2 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 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.*

- b) *that the Tenderer has the technical capability necessary to perform the contract.*
- c) *that the Tenderer is duly registered and is a current member of a recognized body or institution accredited and or pertaining to that service.*

3.15.3 Tenderers with a record of unsatisfactory or default in performance obligations in any contract shall not be considered for evaluation or award. For the avoidance of doubt, this shall include any tenderer with unresolved case(s) in its obligations for more than two (2) months in any contract.

3.16 Conformity of Services to Tender Documents

3.16.1 The Tenderer shall furnish, as part of its tender, documents establishing the conformity to the Tender Document of all services that the Tenderer proposes to perform under the contract.

3.16.2 The documentary evidence of conformity of the services to the Tender Document may be in the form of literature, drawings, and data, and shall (where applicable) consist of: -

- a) *a detailed description of the essential technical and performance characteristics of the services whether in catalogues, drawings or otherwise,*
- b) *a list giving full particulars, including available source and current prices of spare parts, special tools and other incidental apparatus necessary for the proper and continuing performance of the services for a minimum period of two (2) years following commencement of the provision of the services to REREC, and,*
- c) *duly completed Statement of Compliance to REREC's Details of Service demonstrating substantial responsiveness of the service to those Details or, a statement of deviations and exceptions to the provisions of the Details of Service.*

3.16.3 For purposes of the documentary and other evidence to be furnished pursuant to subparagraphs 3.15.1, 3.15.2 and paragraph 3.16, the Tenderer shall note that standards for workmanship, material, and equipment, designated by REREC in its Details of Service are intended to be descriptive only and not restrictive. The Tenderer may adopt higher standards in its Tender, provided that it demonstrates to REREC's satisfaction that the substitutions ensure substantial equivalence to those designated in the Details of Service

3.17 Demonstration(s), Inspection(s) and Test(s)

3.17.1 Where required in the tender, all contractors shall demonstrate ability of performance of the required service in conformity with the Details of Services.

3.17.2 REREC or its representative(s) after giving reasonable notice to the contractors shall have the right to inspect/ test the contractor's capacity, equipment, premises, and to confirm their conformity to the tender requirements. This shall include any quality

management system. REREC's representative(s) retained for these purposes shall provide appropriate identification at the time of such inspection/ test/ visitation.

3.17.3 REREC shall meet its own costs of the inspection/ test. Where conducted on the premises of the contractors (s), all reasonable facilities and assistance, including access to literature and documentation save for clients confidential information shall be furnished to the inspectors at no charge to REREC.

3.17.4 Demonstration, Inspection/Test/Visitation Report(s) shall be completed by REREC upon conclusion of the inspection/ tests/ visitations. This Report will be considered prior to appointment.

3.18 Warranty

3.18.1 Where required in the Tender, all Tenderers must also provide a Warranty that services to be rendered in the Tenderer's bid have no defect arising from manufacture, materials or workmanship or from any act or omission of the Tenderer that may develop under normal use or application of the services under the conditions obtaining in Kenya.

3.18.2 This warranty will remain valid for the period indicated in the special conditions of contract after the services, or any portion thereof as the case may be, have been rendered.

3.19 Tender Security

3.19.1 The Tenderer shall furnish, as part of its Tender, a tender security for the amount specified in the Appendix to Instructions to Tenderers. The Original Tender Security, in a clearly labelled envelop, shall be deposited in the Tender Box at REREC *Main reception* on or before the opening date and time. A scanned soft copy of the same shall be submitted online with the other Tender documents.

3.20 Validity of Tenders

3.20.1 Tenders shall remain valid for a hundred and twenty (90) 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.

3.20.2 In exceptional circumstances, REREC may extend the Tender validity period. The extension shall be made in writing. A bidder shall not be required nor permitted to modify its tender during the extended period.

3.21 Tender Format

3.21.1 Tender evaluation shall be done in three stages;

- i. Checking of compulsory mandatory requirements/Preliminary stage
- ii. Detailed evaluation/Technical stage
- iii. Detailed Financial Comparison of Prices offered.

3.21.2 REREC will determine the responsiveness of each Tender. For purposes of this Tender, a responsive Tender is one that conforms to all the requirements of the

Evaluation. REREC's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.

3.21.3 The Tender shall be divided clearly in descending order as listed in the Tender Submission Checklist. The divisions are for clear identification and marking of the respective documents or information that are serially numbered in the Checklist.

3.21.4 The order and arrangement as indicated in the Tender Submission Checklist will be considered as the Tender Format.

3.21.5 Any Tender not prepared and signed in accordance with this paragraph may be rejected by REREC as non-responsive, pursuant to paragraph 3.28.

3.22 Preparation and Signing of the Tender

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

3.22.2 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.

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

3.22.4 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.

3.22.5 REREC will assume no responsibility whatsoever for the Tenderer's failure to comply with or observe the entire contents of paragraph 3.22.

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

3.23 Creation and Submission of Bids.

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

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

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

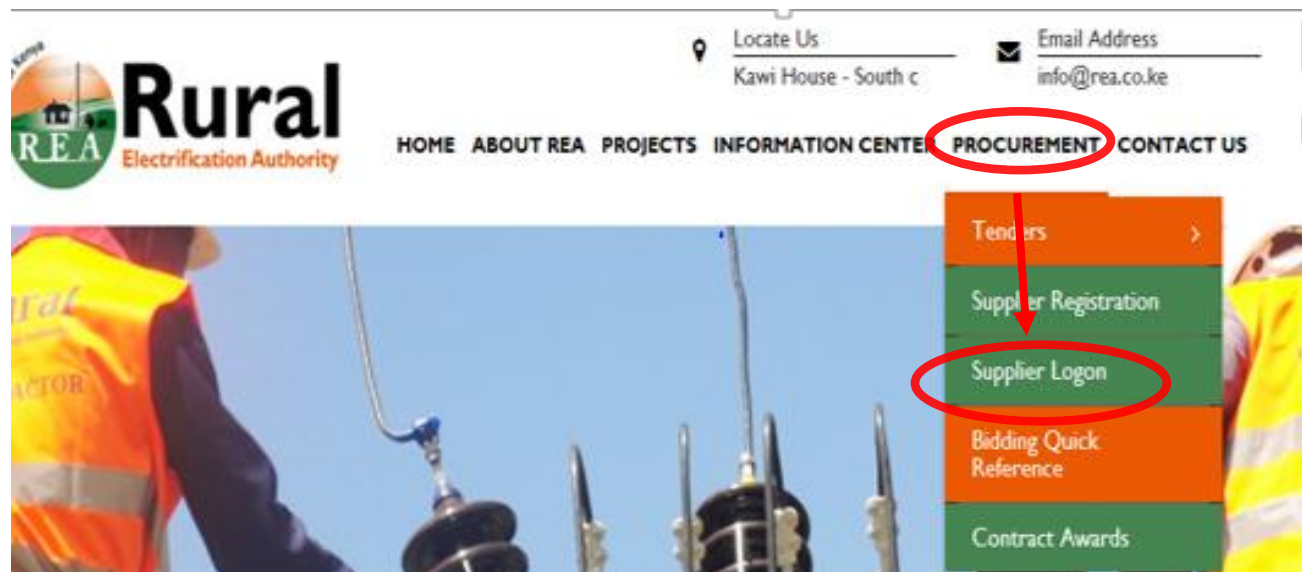
- Each company must have two user accounts; **Admin Account and Employee Account**. Ensure that the following roles are NOT ASSIGNED to the employee; Employee Administrator and Supplier Master Data manager.
 - Ensure that the admin account and employee account does not share same email address
 - Ensure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

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” No responses shall be attached to the ‘Attachments Tab’ or any other place in the Portal as 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. This price must be similar to price entered in the BoQ/Price Schedule
- (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.



3.23.2 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.

3.23.3 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.

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

3.23.5 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 initialled by the person or persons signing the Tender.

3.23.6 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.

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

3.24. **Modification/Withdrawal and Deadline for Submission of Tenders**

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

3.24.2 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

3.24.3 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.

3.25 Tender Opening

3.25.1 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.

3.25.2 At the tender opening, the Employer will announce the tenderer's names, 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.

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

3.25.4 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

3.26 Process to be Confidential

3.26.1 After the opening of tenders, information relating to the examination, clarification, evaluation and comparisons of tenders and recommendations arising there-from shall not be disclosed to a Tenderer or other person(s) not officially concerned with such process until conclusion of that process.

3.26.2 Conclusion of that process shall be deemed to have occurred, at the latest, by the date and time REREC notifies the successful bidder(s). In any event, official disclosure by REREC of any information upon conclusion of that process may only be to the unsuccessful bidders and may contain only the information permissible by law in summary form.

3.26.3 Any effort by a Tenderer to influence REREC or any of its staff members in the process of examination, evaluation and comparison of tenders and information or decisions concerning the Tender may result in the disqualification of the Tenderer.

3.27 Clarification of Tenders and Contacting REREC

3.27.1 To assist in the examination, evaluation and comparison of Tenders REREC may, at its discretion, ask the Tenderer for a clarification of its Tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Tender shall be sought, offered, or permitted.

- 3.27.2 The Tenderer is required to provide timely clarification or substantiation of the information that is essential for effective evaluation of its qualifications. It is the responsibility of the Tenderer to provide in writing the clarification or substantiation which should reach REREC within five (5) days from the date of REREC's query. Such writing may include by electronic mail, facsimile or postal mail. Should there be no conclusive response within this period, it shall result in the Tenderer's disqualification.
- 3.27.3 Save as is provided in this paragraph and paragraph 3.27above, no Tenderer shall contact REREC on any matter related to its Tender, from the time of the tender opening to the time the successful Tenderer is announced.
- 3.27.4 Any effort by a Tenderer to influence REREC in its decisions on tender evaluation, tender comparison, tender recommendation(s) or signing of Agreement may result in the disqualification of the Tenderer.

3.28 Preliminary Evaluation and Responsiveness

- 3.28.1 Prior to the detailed Technical and Financial evaluation, REREC will determine the substantial responsiveness of each Tender. For purposes of this tender, a substantially responsive Tender is one that conforms to the requirements of Preliminary Evaluation. REREC's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.
- 3.28.2 REREC will examine the Tenders to determine whether they conform to the Preliminary Evaluation Criteria set out in Section VI Evaluation Criteria.
- 3.28.3 Notwithstanding the contents of the foregoing sub-paragraphs, if a Tender is not substantially responsive, it will be rejected at the earliest stage of evaluation by REREC and cannot subsequently be made responsive by the firm by correction of any non-conformity.

3.29 Minor Deviations, Errors or Oversights

- 3.29.1 REREC may waive any minor deviation in a Tender that does not materially depart from the requirements of the Services set out in the Tender Document.
- 3.29.2 Such minor deviation -
- a) Shall be quantified to the extent possible
 - b) Shall be taken into account in the evaluation process and comparison of tenders and,
 - c) Shall be applied uniformly and consistently to all qualified Tenders duly received by REREC.
- 3.29.3 REREC may waive errors and oversights that can be corrected without affecting the substance of the Tender.
- 3.29.4 A material deviation or reservation is one –
- a) which affects in any substantial way the scope, quality, or ability of performance of the Services;

- b) which limits in any substantial way, inconsistent with the tendering documents, REREC's rights or the firm's obligations under any ensuing engagement; or,
- c) whose rectification would affect unfairly the competitive position of other firms presenting responsive tenders.

3.30 Technical Evaluation and Comparison of Tenders

3.30.1 REREC will further evaluate and compare the Tenders that have been determined to be substantially responsive, in compliance to the Technical Evaluation Criteria as set out in the Tender Document.

3.31 Financial Evaluation

3.31.1 The financial evaluation and comparison shall be as set out in the Financial Evaluation Criteria. The comparison shall be of the –

- a) Methodology of Charging for Services
- b) Audited Financial Statements or Bank Statements
- c) Quantified deviations, if any, as relates to any of the tender requirements

3.32 Preferences

3.32.1 Preferences for the certified Youth, Women and Persons with Disabilities will be applied as per the PPAD, 2015.

3.33 Tender Evaluation Period

3.33.1 The Evaluation Committee may conduct and complete evaluation of the tender within thirty (30) days of the validity period.

3.33.2 Notwithstanding the above, the evaluation period as stated in the Evaluation Criteria may be extended by REREC but in any event such evaluation will not exceed twenty one (21) days in the validity period of the tender.

3.34 Debarment of a contractor

3.34.1 A contractor that gives false information in the Tender about its qualification or which refuses to enter into a contract after notification of appointment shall be considered for debarment from participating in future public procurement.

3.35 Confirmation of Qualification for Appointment

3.35.1 REREC may confirm to its satisfaction whether a contractor's that is selected as having submitted the lowest compliant evaluated responsive tender is qualified to be appointed and perform any eventual assignment satisfactorily.

3.35.2 The confirmation will take into account the contractor's financial, technical, and performance capabilities. It will be based upon an examination of the documentary evidence of the contractor's qualifications submitted by it pursuant to paragraphs 3.11 and 3.15 as well as confirmation of such other information as REREC deems necessary and appropriate. This may include offices and other facilities inspection and audits; cleanliness, orderliness of its offices, and, general satisfaction and good welfare of its staff.

3.35.3 An affirmative confirmation will be a prerequisite for appointment of the contractor. A negative confirmation will result in rejection of the contractor's Tender, in which event REREC will proceed to fill in the available gap by the next available lowest evaluated responsive tender to make a similar confirmation of that firm's capabilities to perform satisfactorily.

3.36 Notification of Appointment

3.36.1 Prior to the expiration of the period of tender validity, REREC shall notify the successful bidder(s) in writing that its Tender has been approved.

3.36.2 The notification of appointment shall not constitute the formation of the contract.

3.36.3 Simultaneously, on issuance of Notification of Appointment to the successful Bidder(s), REREC shall notify each unsuccessful Bidder(s) in writing that its Tender has been accepted.

3.36.2 Subject to paragraph 3.35.3, the successful contractors shall be those whose Tenders have been determined to be substantially responsive, compliant with the evaluation criteria and have been determined to be the lowest evaluated tenders, and further, where deemed necessary, that the contractors are confirmed to be qualified for appointment.

3.36.3 The appointment of contractor shall take into account the need for REREC to have appropriate representation in its regions.

3.37 Termination of Procurement Proceedings

3.37.1 REREC may at any time terminate procurement proceedings before Notice of Appointment or Rejection and shall not be liable to any person for the termination.

3.37.2 REREC shall give prompt notice of the termination to the contractors, and, on request from any firm, give its reasons for termination within fourteen (14) days of such request.

3.38 Acceptance of Appointment

3.38.1 At the same time as REREC notifies the successful Tenderers that they have been awarded as per this tender, REREC will send the Tenderer the Contract Agreement provided in the Tender Document together with any other necessary documents incorporating all agreements between the Parties.

3.38.2 Within fourteen (14) days of the date of notification of award, the successful Tenderer shall only sign the Contract Form and all the documents specified in that Form and return them to REREC within that period of fourteen (14) days.

3.38.3 REREC shall sign and date the Contract in the period between not earlier than fourteen (14) days from the date of notification of contract award. Further, REREC shall not sign the contract until and unless the authentic performance security is received in accordance with paragraph 3.36.

3.38.4 Failure of the successful Tenderer to sign the Contract, the award shall be annulled and its tender security forfeited in which event REREC shall notify the next lowest evaluated Tenderer that its Tender has been accepted.

- 3.38.5 Paragraph 3.33 together with the provisions of this paragraph 3.35 will apply with necessary modifications with respect to the Tenderer notified under sub-paragraph 3.35.3.
- 3.38.6 Within fourteen (14) days of the date of notification of award from REREC, the successful Tenderer shall furnish REREC with a Performance Security which 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 Performance Security Form (Bank Guarantee) in the Tender Document.
- 3.38.7 The Performance Security shall be issued by a commercial bank licensed by the Central Bank of Kenya. The bank must be located in Kenya.
- 3.38.8 Upon Acceptance, the successful Tenderers will have to furnish the Corporation with a performance bond of **10% of the Contract price** from a reputable Local Commercial Bank and an all risk Insurance cover of Ksh. 5 Million worth of line construction materials from a reputable Insurance Company.
- 3.38.9 REREC shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the successful 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 three (3) days from the date of REREC's query. Should there be no conclusive response by the Bank within this period, such successful Tenderer's Performance Security may be deemed as invalid.
- 3.38.10 Failure of the successful Tenderer to furnish an authentic Performance Security, the award shall be annulled and the Tender Security forfeited, in which event REREC may notify the next lowest evaluated Tenderer that it's Tender has been accepted.
- 3.38.11 Paragraph 3.35, 3.36 together with the provisions of this paragraph 3.37 will apply with necessary modifications, and as far as circumstances permit, with respect to the Tenderer notified under sub-paragraph 3.37.5.

3.39 Corrupt or Fraudulent Practices

- 3.39.1 REREC requires that contractors observe the highest standard of ethics during the procurement process and execution of contracts. When used in the present Regulations, the following terms are defined as follows: -
- 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. 39.2 REREC will nullify its notification of award if it determines that the contractor recommended has engaged in corrupt or fraudulent practices in competing for the contract in question.
3. 39.3 Further, a Tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

3.40 Joint Venture

- 3.40.1 Tenders submitted by a joint venture of two or more firms, as partners shall comply with the following requirements: -
- a) The Tender Form and in case of a successful tender, the Contract Agreement Form, shall be signed so as to be legally binding on all partners of the joint venture.
 - b) One of the partners shall be nominated as being lead contractor, and this authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the partners.
 - c) The Power of Attorney which shall accompany the tender, shall be granted by the authorized signatories of all the partners as follows:-
 - i. for local bidders, before a Commissioner of Oaths or a Notary Public or Magistrate of the Kenyan Judiciary.
 - ii. for a foreign bidder, before a Notary Public, or the equivalent of a Notary Public, and in this regard the bidder shall provide satisfactory proof of such equivalence.
 - iii. the lead contractor shall be authorized to incur liability and receive instructions for and on behalf of any and all the partners of the joint venture and the entire execution of the contract including payment shall be done exclusively with the lead contractor.
- 3.40.2 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 in paragraph 3.3.1 (b) above as well as in the Form of Tender and the Contract Agreement Form (in case of the accepted tender).

The JV must be in either of the following forms –

- a) A registered JV agreement. The registration may either be:-
 - i. At the Ministry of Transport, Infrastructure, Housing and Urban Development or,
 - ii. At the Office of the Attorney General, or
 - b) A Letter of Intent to enter into a joint venture including a draft JV Agreement indicating at least the part of the Works to be executed by the respective partners.
- 3.40.3 a) The JV agreement should be signed by at least two directors from each company or firm that is a party to the JV
- b) The JV agreement must be under the company or firm seal
 - c) The Letter of Intent should be signed by at least one director from each company or firm that is a party to the intended joint venture.

- 3.40.4 A copy of the agreement entered into by the joint venture partners shall be submitted with the tender.

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 Bidders *hereinafter abbreviated as ITC*. Wherever there is a conflict between the provisions of the ITC and the Appendix, the provisions of the Appendix herein shall prevail over those of the ITC.

No.	<i>ITC Reference Clause</i>	<i>Particulars of Appendix</i>
1.	<i>Eligible Candidates</i>	<p><i>Only local firms whose Key Technical staff is registered with ERC are eligible to apply. i.e</i></p> <ul style="list-style-type: none"> • <i>Project Supervisor and two (2) Technicians. The project supervisor shall be a graduate in Mechanical or Civil engineering. Note</i> <p><i>1) Directors in one company should not be associated in any other bidding company within this tender. If one or more directors appear in more than one company, ALL those companies associated will be disqualified.</i></p> <p><i>2) If discovered that a director(s) have other companies and bid through proxies, ALL those companies will be disqualified.</i></p>
2.	<i>Contract period</i>	<i>The contract SHALL remain in place for a period Six (6) months.</i>
3.	<i>Tender Submission, Tender Number of Sets of and Tender Format</i>	<p><i>Bidders shall ensure that:</i></p> <ul style="list-style-type: none"> • <i>Only one document is submitted on the e-procurement portal.</i> • <i>They upload all the required documents in pdf format into the web portal.</i> • <i>Documents shall be arranged according to order in the check list and as requested in specific sections</i>
4.	<i>Performance bond</i>	<i>The successful bidder shall furnish REREC with 10% contract value as performance guarantee</i>
5.	<i>Opening of Tenders</i>	<ul style="list-style-type: none"> • <i>The tender shall be opened electronically in the procurement office after the submission deadline lapses</i> • <i>Bidders' presence will not be required</i>
6.	<i>Tender Security</i>	<i>The tender security shall be 2% of total quoted value.</i>

No.	<i>ITC Reference Clause</i>	<i>Particulars of Appendix</i>
7.	<i>Documentary evidence of financial capability</i>	<i>The tenderer SHALL provide latest Audited financial reports for the last 15 months. . The statement must be stamped and signed. The auditors must be currently registered as a practicing by ICPAK.</i>
8.	<i>Insurance</i>	<i>Successful contractors may be required to take submit evident of WIBA cover for contractors staff</i>
9.	<i>Mode of Award of Contract</i>	<i>Award of services shall be based on the lowest evaluated submitted by bidders. i.e. lowest evaluated successful bid.</i>

SECTION IV – SUMMARY OF EVALUATION PROCESS

1. PRELIMINARY EVALUATION

The following are the **MANDATORY Requirements** that **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 inform of either; inform of Bank guarantee or Bankers' cheque or Insurance Guarantee (Insurance issuing the guarantee must be part of the Public Procurement Regulatory Authority (PPRA) approved list, which validity shall be at least 120 days from the date of tender opening. Tender security value. Tender security value SHALL be at least 2% (percent) of the tender price.
- 4) The tenderer SHALL attach copies of: Certificate of Incorporation of Business, Copy of E-PIN Certificate with both VAT and Income Tax Obligations.
- 5) Valid Tax Compliance Certificate at the time of tender submission, CR 12 Certificate issued not more than **3 months** from the date of Tender closing
- 6) Copy of Business Permit in the County of Operation
- 7) Power of Attorney Notarized by a Magistrate or Commissioner of Oath Indicating the Authorized signatory for the documents of the bidder.
- 8) The tenderer **SHALL** dully fill the Standard Forms (Letter of Application, Form of Tender, Tender Questionnaire, Declaration Form and Confidential Business Questionnaire) in the format provided. Confirmation of tender validity period. Tenders **SHALL** be valid for at least 90 days from the date of tender opening.
- 9) The tenderers **SHALL** submit drawings and specifications of system configuration and set up instructions.
- 10) The tenderer **SHALL** submit catalogues and brochures containing technical data as provided in the technical specifications for all main equipment / material – Canvas, steel structures, and associated fittings.
- 11) Submission of Detailed Mobilization Plan & Detailed Construction Schedule. This should be clear and demonstrate/indicate for each activity for a period not exceeding 6months.
- 12) Verification of submission of Professional Qualification and experience for key staff, which key staff shall be the Project Supervisor and two (2) Technicians. The project supervisor shall be a graduate in Mechanical or Civil engineering.
- 13) The tenderer **SHALL** provide latest Audited financial reports for the last 15 months.
- 14) The tenderer **SHALL** submit Manufacturers Authorizations & Warranty form on manufacturer's letterhead signed and stamped for main equipment.
- 15) Submission of manufacturers contact details including a valid official email address (**Gmail or yahoo email address and other public domain addresses will not be accepted**)
- 16) The tenderer **SHALL** provide details of experience and past performance on works of a similar nature within the past five years and details of current work on hand and other contractual commitments. The tenderer to attach at least 3 completion certificates from the

owner of the works undertaken. The Applicants should have at least 2 years past experience in relevant works.

- 17) Confirmation of business Premise, workshops and service center with relevant tools and equipment whether owned or leased with evidence of valid lease agreements.
- 18) Submission of valid NCA 7 and above – Civil works or Mechanical services.
- 19) Manufacture's ISO9001:2015 certification or KEBS certification for local manufacturers for quality management for the key equipment.
- 20) Manufacture's ISO14001:2015 certification or NEMA / Environmental certification for local manufacturers for the key equipment.
- 21) Submission of evidence of an established up to date safety program, policies and work practices. Bidder to provide a written occupational health and safety policy.

NB: Tenders which do not satisfy any of the requirements set out above shall be rejected as per public procurement and disposal Act, 2015 and will not proceed to technical evaluation stage.

TECHNICAL EVALUATION

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

1. Full compliance to Technical specifications for car park shade. This is a mandatory fulfillment and a bidder who fails on any of the critical parameters shall be deemed non responsive. Only one brochure / technical specification per equipment should be offered, bids with more than one brochure / technical specifications per equipment will be considered non-responsive.
2. Verification of Professional manufacturer's authorizations and warranties. Email communication shall be sent to the proposed manufacturers for confirmation through the provided email address. Bids whose manufacturers don't respond within seven (7) will be considered non-responsive.
3. Verification of Professional Qualification and experience for key staff, which key staff shall be the Project Supervisor, two (2) Technicians. The Project Supervisor shall have at least a degree in Structural or Mechanical Engineering and Registered with EBK as a graduate engineer and with at least five (5) years of experience. The technicians shall have at least a Diploma in Engineering with a minimum of two (2) years of experience. Signed CV's by the technicians and the owner/director and Certified copies of Certificates MUST be submitted.
4. Verification of relevant Drawings and Technical Data of system configuration. The Drawings should be legible.
5. Verification of detailed Mobilization Plan & Detailed Construction Schedule. This should be clear and demonstrate/indicate for each activity for period not exceeding 6months.
6. Verification of previous works undertaken. The tenderer to attach at least 3 completion certificates from the owner of the works undertaken

NB: Tenders which do not satisfy any of the requirements set out above shall be rejected as per public procurement and disposal Act, 2015 and SHALL not proceed to financial evaluation stage.

FINANCIAL EVALUATION

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

- i. The Procuring Entity SHALL apply the prevailing mean exchange rate at the time of tender opening for purposes of conversion of tender currencies into one common currency for comparison of unit prices. The source of the prevailing exchange rate shall be the Central Bank of Kenya
- ii. Confirmation that the bidder has quoted his prices Delivered Duty Paid, vat inclusive to site outlined in the Schedule of Requirements.
- iii. Confirmation of and considering BOQ/Price Schedule duly completed and signed.
- iv. Confirmation of tenderer's conformance with REREC delivery schedule in the tender document.
- v. Compliance with the stated REREC terms of payments

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).

OTHER REQUIREMENTS

- a) Any form of Canvassing will lead to disqualification

SECTION V - TERMS OF REFERENCE

1. Background

The Rural Electrification and Renewable Energy Authority (REREC), formerly Rural Electrification Authority (REA), is a state corporation established under Section 43 of the Energy Act, 2019. The Authority's main mandate is to promote renewable energy and accelerate rural electrification throughout the country in order to provide electricity to all Kenyans as well as contribute towards sustainable socio-economic development of the country in the attainment of Vision 2030 and Big 4 agenda. The specific functions of the Corporation are articulated in Section 43 of the Act.

The Corporation has developed a 54.6 MW grid connected solar power plant located in Garissa County, approximately 15Km North of Garissa Town. The plant sits on 85 hectares (210 acres). The power plant is a Government project which is run and operated by Rural Electrification and Renewable Energy Corporation (REREC). The plant consists of 206,272 solar PV panels rated at 265WP connected in 33 strings.

Towards this end, REREC is therefore seeking to procure works for design, supply and installation of car park shade at the plant car parking.

2. Scope of Work

The scope of work involve design, supply, installation, and commissioning of car park shade at the Garissa 54.6MW solar power plant car parking.

General conditions

1. Tenderers are requested to submit with their offers the detailed brochures, catalogues, datasheets and drawings from the manufacturers for the products they intend to use. Downloads from the internet will NOT be accepted.
2. The tenderers MUST offer ONLY one (1) set of detailed specifications per equipment / material.
3. Tenderers must indicate on the specifications sheets whether the equipment offered comply with the technical specifications. Specific values where applicable should be entered into the specifications sheet.
4. 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, test reports and performance indices. REREC reserves the right to reject the products, if such deviations shall be such as to materially affect the use and operation of the products
5. The tenderers are requested to present information along with their offers as follows :
 - 3-D Detailed model / design
 - Detailed structural and shop drawings
 - Shortest delivery period of each product
 - Information on technical support of the presented equipment / material including the names and addresses
 6. All offered equipment must comply with the relevant International & local Standards.
 7. If successful and awarded the job, the contractor shall be required to provide a completion report together with the request for joint inspection or/and commissioning. The contractor completion report shall:
 - Contain the list of all installed equipment with respective serial numbers and manufacturers warranties (the employer may confirm the warranties with the manufacturer if he deems it necessary)
 - Original equipment manufacturers contacts.
 - Properly filled installed equipment specifications datasheet
 8. Information on proper representative and/or workshop for back-up service/repair and maintenance including the names and addresses for technology or equipment to be used
 9. Tenderers are requested to submit with their offers detailed work plan including main equipment procurement lead time.
 10. Commissioning shall only be arranged if the a satisfactory completion report is submitted

3. Site Visit

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

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

SECTION VI – TECHNICAL SPECIFICATIONS FOR MATERIALS

1.2.1 Materials Generally

All materials used in the works shall be new and of the qualities and kinds specified herein and equal to approved samples. Deliveries shall be made sufficiently in advance to enable samples to be taken and tested as required. No material shall be used until approved and all materials not approved or which are damaged, contaminated or have deteriorated in any way or do not comply in any way with the requirement of this specification shall be rejected and immediately removed from the site at Contractor's own expense.

1.2.2 Material for which there is a Kenya Bureau of Standard (KBS) Specification.

All materials used in the works for which a Kenya Bureau of Standard Specification has been published shall conform to the latest edition thereof in every way. The Project Manager has the right to demand that the Contractor obtains at his own expense a certificate in respect of any material stating that it conforms to KBS Specifications.

1.2.3 Materials for which there is no KBS Specifications

All materials used in the works for which no KBS Specifications has been published shall conform to British Standard (BS) Specifications for such materials. If there are no published standards as specified for any materials, the quality of such a material shall be of a standard equal to those for which there is a KBS or BS Specifications.

1.3 METAL WORK

1.3.1 Generally

All materials shall be the best of their respective kinds free from defects and all work is to be carried out in the most workmanlike manner and strictly as directed by the PM. The materials in all stages of transportation, handling and stacking shall be kept clean and prevented from injury by breaking, bending, and distortion and weather actions.

1.3.1 Mild Steel

Mild steel shall comply with BS 15

1.3.2 Hollow Section Tubing

Square and rectangular hollow section tubing shall be hot rolled mild steel in accordance with Grade 43C of BS4360

1.3.3 Bolts, Nuts and Washers

These shall be fabricated from materials which comply with BS 15 and manufactured item shall comply with the appropriate BS.

1.3.4 Galvanized Sheet Steel

To be No 24S.W.G of approved manufacture to BS 2989 of quality mild steel cold rolled close annealed patent flattened and hot dip galvanizes.

1.3.6 Stainless Steel

Stainless Steel tube shall be Austenic steel to BS comparable to BS 1449 type 316 S 16.

1.3.7 Steel Grills

Stainless steel shall be manufactured from sections conforming to BS 990 of heavy duty section of the metric W20 range of approved manufacture and design approved by the PM.

After manufacture and before delivery to site steel windows are to be hot galvanized by dipping in a bath of molten zinc or painted with one coat primer.

1.3.8 Welding

All welding are to be in accordance with the requirements of BS1856 and 938 and the electrodes shall comply with BS639.

1.3.9 Painting

All steel is to be wire brushed and any loose scale; dirt or grease shall be removed before any painting is commenced. One coat of red oxide primer type A to BS 2523 shall be applied at the shop.

Any damage to the printing paint shall be made good to the PM's approval.

1.3.10 Fixing of Steel Grilles

Fixing of metal grilles shall include for assembling and fixing, including screwing to sub-frames or cutting mortices for lugs in concrete or walling and running with cement mortar (1:4), bedding frames in similar mortar , pointing in mastic, bedding sills, transoms and mullions in mastic, making good finishings around both sides an fixing , adjusting all fittings and frames.

1.4. Canvas Canopy

Item	SPECIFICATION OF CANVAS		SPECIFICATION AS SUPPLIED
1	Frame material:	Steel Q235, with anti-rust treatment and painting, hot-dip galvanized steel.	
2	Fabric material:	1100g/sqm; PVDF architectural membrane.	
3	Thickness:	1.0mm	
4	Tensile strength:	5500/5200 N/5cm, high quality	
5	Wind Resistance & level:	120km/h(level12)	
6	waterproof and UV resistant	100% Waterproof, Fireproof B1, UV resistance	
7	Applicable temperature	-30~+70	
8	Life span:	30 years	
9	Warranty time	15 years warranty	

SECTION VII - BILL OF QUANTITIES

CAR SHADES					
Item	Description	Unit	Qty	Rate	Amount
	<u>Car Shade Structure</u>				
A	Hack existing concrete Carefully and cart away column footing as directed by the engineer & stock pile for re-use	SM	24.00		
B	Excavate for post footing; starting from stripped level not exceeding 1.5m deep average depth 600mm deep.	CM	120.00		
C	Return, fill-in and rum selected excavated materials around foundations	CM	90.00		
D	Remove and cart away surplus excavated materials.	CM	120.00		
	<u>Concrete Works</u>				
E	1:3:6 mass concrete for steel posts bases	CM	18.00		
	<u>Steel Works</u>				
F	75X75X3MM SHS or equivalent CHS Steel Pipes for columns complete with wall passes	LM	480.00		
G	Fabricate and install car shade(size 4.9m x 5.5m) as per approved drawings(design issued)	NO	7.00		
H	Ditto but size 5.5mx8.7m	NO	7.00		

I	Supply and install approved canvas cover for the shades	SM	420.00		
J	Reinstatement of disturbed surface to original quality	SU M	1.00		
	<u>Labour & transport</u>				
K	Allow for labour, transport and all associated costs	Sum	1.00		
	TOTAL CARRIED TO SUMMARY PAGE				

SUMMARY

ITEM	DESCRIPTION	AMOUNT
1	Total Car Shade Structure	
2	Total Concrete Works	
3	Total Steel Works	
4	Labour & transport	
	TOTAL FOR CIVIL WORKS	
	VAT (14%)	
	GRAND TOTAL CARRIED TO FORM TENDER (also to be quoted online)	

SECTION VI – FORMS TO BE FILLED

All forms 1-8 must be duly filled, Stamped and signed by the authorised signatory of the bidder.

FORM 1 - LETTER OF APPLICATION

RFX No..... Date:

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

Ladies and Gentlemen,

- a) Having read, examined and understood all of the Tender information provided in the Bid Document, the receipt of which is hereby duly acknowledged, we, the undersigned Bidder, hereby apply to be selected by you as a responsive bidder for Labor and Transport Services for
- b) We agree to abide by this Tender including all the terms for a **period of..... days (Bidder please indicate validity of your tender)** from the date fixed for tender opening as per the tender document, it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- c) We declare that we have read and understood requirements of **Clause 3.23** 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
- d) This bid, together with your written appointment thereof, shall not constitute a contract between us and REREC until a formal contract is signed.
- e) We understand that you are not bound to accept any bid you may receive.
- f) We declare that the statements made and the information provided in our bid tender document are complete, true, and correct in every detail.

Yours sincerely,

Name of Bidder_____

Name and Capacity of authorized person signing the Bid_____

Signature of authorized person signing the Tender _____

Stamp or Seal of Bidder

NOTES:-

1. REREC requires a validity period of at least Ninety (90) days.
2. This form must be duly signed, stamped and/or sealed.

FORM 2- STATEMENT OF THE TENDERER'S PARTICULARS.

1 Name of Tenderer_____

2 Address_____

3 Legal Status_____

4 Registered Office_____

5 Date of Registration_____

(attach a copy of certificate of registration)

6 Detailed description of physical address of the office (Town, Road/street name, bulding & office) (attach copies of the office lease agreement and rent receipts)

7 DIRECTORS NAMES (attach the *Certificate of Confirmation of Directors and Shareholding*)

1. _____

2. _____

3. _____

4. _____

5. _____

Yours sincerely,

Name of Tenderer_____

Signature of duly authorized person signing the Tender_____

Name and Capacity of duly authorized person signing the Tender

Stamp or Seal of Tenderer

FORM 3 - TENDER FORM

Date: Tender No.

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

Ladies and Gentlemen,

1. Having read, examined and understood the Tender Document including all Addenda, the receipt of which is hereby duly acknowledged, we, the undersigned Tenderer, offer to provide **Labor and Transport Services** for in accordance and conformity with the said tender document and in particular the Schedule of Prices that are made part of this Tender at our Totals for unit Price of Kshs..... Words..... VAT Inclusive.
2. We undertake, if our Tender is accepted, to perform and provide the services in accordance with the Schedule of Requirements.
3. We agree to abide by this Tender for a period of **90 days** (Tenderer please indicate validity of your Tender) from the date fixed for tender opening as per the Tender Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. This Tender, together with your written acceptance thereof and your notification of award, shall not constitute a contract, between us. The contract shall be formed between us when both parties duly sign the written contract.
6. We understand that you are not bound to accept any Tender you may receive.
7. We agree to abide by the REREC Terms of Payment as stipulated under the Contract Conditions, and any alternative payment terms by the bidder for the same shall lead to disqualification.

Yours sincerely,

Name of Tenderer _____

Signature of duly authorized person signing the Tender _____

Name and Designation of duly authorized person signing the Tender _____

Stamp or Seal of Tenderer

***NOTES:**

This form must be duly signed and stamped.

FORM 4 - EXPERIENCE RECORD FORM

- 1. Name of company _____
 - 2. Experience of the company as a contractor in car park shade installations _____(Years)
 - 3. Brief description of services offered in the past:
-
-

4. Experience of the company as a main contractor ;

Project Name	Description of service	Contract Amount in Kshs.	Start Date	End Date

Attach copies of completion certificates.

Signature.....

Date

FORM 5 - EXPERIENCE OF THE TENDERER'S PERSONNEL FORM

PERSONNEL

Give detailed qualifications of the key supervisory personnel, for (a) Project Supervisor (b) Technicians. This will be in the format below.

(Copies of Academic and professional certificates shall be attached on submitted CVs)

(a) Key Supervisory personnel

1. Name _____
2. Highest Level of Education _____
3. Speciality _____
4. Professional Registration (if any) _____
5. Length of service with company _____ Years: _____
6. Years of experience _____

(b) Project Manager

1. Name _____
2. Highest Level of Education _____
3. Speciality _____
4. Professional Registration (if any) _____
5. Length of service with company _____ Years: _____
6. Years of experience _____

(d) Technician 1

1. Name _____
2. Highest Level of Education _____
3. Speciality _____
4. Professional Registration (if any) _____
5. Length of service with company _____ Years _____
6. Years of experience _____

(d) Technician 2

1. Name _____
2. Highest Level of Education _____
3. Speciality _____
4. Professional Registration (if any) _____
5. Length of service with company _____ Years _____
6. Years of experience _____

FORM 6 - DECLARATION FORM

Date _____

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

Ladies and Gentlemen,

The Tenderer i.e. (full name and complete physical and postal address) _____
_____ declare the following: -

- a) That I/ We have not been debarred from participating in public procurement by anybody, institution or person.
- b) That I/ We have not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement anywhere.
- c) That I/We or any director of this firm is not a person within the meaning of paragraph 3.2 of ITT (Eligible Tenderers) of the Instruction to Tenderers below.
“The tenderer is not Procuring Entity’s employees, committee members, board members, Public Servants, Cabinet Members and their relatives (spouse and children) as per section 66 paragraph 11 of the PPAD Act 2015 are not eligible to participate in the Tender”
- d) That I/ We are not insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings and convictions relating to corrupt or fraudulent practices.
- e) That I/ We the directors are **not** associated with any other tenderer participating in this Tender.
- f) That I/We do hereby confirm that all the information given in this tender is accurate, factual and true to the best of our knowledge.
- g. The tenderer has fulfilled tax obligations evidenced by Valid Tax Compliance Certificate.
- h. The tenderer is not guilty of any serious violation of fair employment laws and Practices.

Yours sincerely,

Name of Tenderer _____

Signature of duly authorized person signing the Tender _____

Name and Capacity of duly authorized person signing the Tender _____

Stamp or Seal of Tenderer

FORM 7- COMMITMENT TO CARRY OUT QUALITY CIVIL WORKS

To:

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

We M/s

of P.o Box

Commit ourself to the following if our company/firm is qualified as the contractor

- I. We shall be carrying out work according to the set REREC safety requirements and procedures strictly adhering to “safety first” policy.
- II. We shall always ensure use of appropriate Personal Protective Equipments (PPE’s) while carrying out assigned works including use of branded uniforms by all our staff.
- III. We shall ensure use of appropriate tools in all assignments at all times
- IV. We quarrantee that all our works/services shall be carried out according to REREC’s standards. The following documents shall always be available and used in all work sites to enhance adherence to quality:
 - a. Quality works/services check list – to enhance quality works
 - b. Site inspection forms – for site visit comments by REREC supervisory staff when work is in progress (i.e. evidence of supervision of each project prior to invoicing)
- V. We agree that failure to observe the commitments above shall form sufficient grounds for cancellation of our bid.

Signed by all directors listed in the CR12 form:

- Director No. 1.....
- Director No. 2.....
- Director No. 3.....
- Director No. 4.....

Yours sincerely,_____

Stamp or Seal of Tenderer

Name of Tenderer_____

Signature of duly authorized person signing the Tender_____

Name and Capacity of duly authorized person signing the Tender_____

FORM 8 - CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

All Tenderers are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or 2 (c), 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.....

Plot No.Street/ Road

Postal Address Postal Code

Tel No..... Mobile and/ or CDMA No

E-mail:

Nature of your business

Registration Certificate No.....

Maximum value of business which you can handle at any time KShs.....

Name of your BankersBranch.....

*Names of Tenderer's contact person(s)

Designation of the Tenderer's contact person(s)

Address, Tel, Fax and E-mail of the Tenderer's contact person(s)

.....

.....

Part 2 (a) Sole Proprietor

Your name in full
Nationality Country of origin
*Citizenship details.....

Part 2 (b) Partnership

Give details of partners as follows: -

Names	Nationality	*Citizenship Details	Shares
1.....			
2.....			
3.....			
4.....			

Part 2 (c) Registered Company

Private or Public

State the nominal and issued capital of company-

Nominal KSh..... Issued KSh.....

Give details of all directors as follows

Name	Nationality	*Citizenship Details	Shares
1.....			
2.....			
3.....			
4.....			

Name of duly authorized person to sign for and on behalf of the Tenderer

.....

Designation of the duly authorized person.....

Signature of the duly authorized person.....

NOTES TO THE CONTRACTOR ON THE QUESTIONNAIRE

1. *The address and contact person of the contractor provided above shall at all times be used for purposes of this tender.*
2. *The details on this Form are essential and compulsory for all firms. Failure to provide all the information requested may lead to the contractor's disqualification.*

FORM 9 - 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*

FORM 10 - MANUFACTURER'S WARRANTY FORM

To Be Submitted On Manufacturer's Letterhead)

To:

Rural Electrification and Renewable Energy Corporation

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

P.O. 34585 – 00100

NAIROBI,

KENYA

**RE: MANUFACTURER'S WARRANTY FOR GOODS REQUIRED UNDER TENDER
NO TO BE SUPPLIED BY(indicate
name of the bidder you have authorized)**

WE HEREBY WARRANT THAT:

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

The Warranty will remain valid for fifteen (15) years after the goods, or any portion thereof as the case may be, have been delivered to the final destination indicated in the contract.

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

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

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

NOTES TO TENDERERS AND MANUFACTURERS

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

FORM 11 - MANUFACTURER'S CONTACT DETAILS FORM
(To Be Submitted On Manufacturer's Letterhead)

To:

Rural Electrification and Renewable Energy Corporation

Ground Floor: Kawi House, South C

P.O. 34585 – 00100

NAIROBI,

KENYA

Manufacturer Details:

Company Legal Name

Company Trading

Name_____

(Write the names in full)

Manufacturer Contacts:

Telephone No._____ Postal

Address_____

Email_____ *(must be in company domain)*

Website_____

Physical

address_____

Main Contact:

Full Name_____ Email_____ *Stamp/Seal here*

Position_____

Telephone_____ cellular_____

Describe your field of specialization._____

Signed (Authorized Signatory) _____ **Name:** _____

SECTION VII - TABLE OF CLAUSES ON GENERAL CONDITIONS OF CONTRACT

Clause No.	Headings
7.1	Definitions
7.2	Application
7.3	Standards
7.4	Supplier Rating
7.5	Use of Documents and Information
7.6.1.	Patent Rights
7.6 .2	Performance Bond
7.8	Packaging
7.9	Delivery & Documents
7.10	Insurance
7.11	Payment
7.12	Interest
7.13	Prices
7.14	Variation
7.15.	Assignment
7.16.	Subcontracting
7.17	Termination
7.18	Liquidated Damages
7.19	Warranty
7.20	Resolution of Disputes
7.21	Language and Law
7.22	Waiver
7.23	Force Majeure

GENERAL CONDITIONS OF CONTRACT

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

7.1 Definitions

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

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

7.2 Application

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

7.3 Standards

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

7.4 Supplier Performance Rating Scheme

7.4.1 REREC shall carry out Supplier Performance Rating to measure the annual performance of the Supplier's obligations and its conduct of the contract.

7.4.2 The Scheme will be updated periodically commencing with the date of execution of the contract by both parties. REREC shall provide the Supplier with a copy of the report.

7.4.3 REREC shall consider the Supplier's overall performance at the end of the performance period.

7.4.4 At the request of either party, the parties shall discuss and conclude deliberations on the annual report. At any such meetings and/or for the purposes of the deliberations, REREC Procurement Department shall appoint the Chairperson as well as the Secretariat.

7.5 Use of Contract Documents and Information

7.5.1 The Contractor shall not, without REREC's prior written consent, disclose the contract, or any provision thereof or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of REREC in connection therewith, to any person other than a person employed by the Contractor in the performance of the contract.

7.5.2 The Contractor shall not, without REREC's prior written consent, make use of any document or information enumerated in clause 7.5.1 above.

7.5.3 Any document, other than the contract itself, enumerated in clause 7.5.1 shall remain the property of REREC and shall be returned (including all copies) to REREC on completion of the Contractor's performance under the contract if so required by REREC.

7.6.1 Patent Rights

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

7.6.2 Performance Security

7.6.2.1. Within fourteen (14) days of the date of the notification of contract award, the Contractor shall furnish to REREC the Performance Security which 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 Performance Security Form (Bank Guarantee) in the Tender Document.
- b) Confirmed Standby Letters of Credit (LC). All costs, expenses and charges levied by all banks party to the LC including confirmation charges shall be prepaid by the successful Tenderer. Certain mandatory conditions of the LC shall be as prescribed in the Performance Security Form (LC) in the Tender Document.

- 7.6.2 The Performance Security shall be issued by a commercial bank licensed by the Central Bank of Kenya. The bank must be located in Kenya.
- 7.6.3 The Performance Security shall be the sum of ten percent (10%) of the contract price. It shall be in the currency of the contract price.
- 7.6.4 Failure of the Contractor to furnish the Performance Security, the award shall be annulled and the Tender Security forfeited, in which event REREC may notify the next lowest evaluated Tenderer that its Tender has been accepted.
- 7.6.5 The proceeds of the Performance Security shall be payable to REREC as compensation for any loss resulting from the Contractor's failure to comply with its obligations in accordance with the contract without REREC being required to demonstrate the loss it has suffered.
- 7.6.6 The Performance Security shall be valid for a minimum of sixty (60) days after satisfactory delivery for both Foreign and Local Contractors.
- 7.6.7 REREC shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the Contractor to sensitize its issuing bank on the need to respond directly and expeditiously to queries from REREC. The period for response shall not exceed three (3) days from the date of REREC's query. Should there be no conclusive response by the Bank within this period, such Contractor's Performance Security may be deemed as invalid and the Contract nullified, unless information to the contrary is received by REREC two (2) days before the expiry of the Contractor's Tender Security.
- 7.6.8 Subject to the provisions of this contract, the Performance Security will be discharged by REREC and returned to the Contractor not earlier than thirty (30) days following the date of completion of the Contractor's obligations under the contract, including any warranty obligations, under the contract.

7.7 Inspection and Tests

- 7.7.1 REREC or its representative(s) shall have the right to inspect and/or to test the services to confirm their conformity to the contract specifications. REREC shall notify the Contractor in writing in a timely manner, of the identity of any representative(s) retained for these purposes. Such visit and or inspection/ test shall in no way prejudice REREC's rights and privileges.
- 7.7.2 In appropriate circumstances, Inspection/Test Report(s) shall be completed upon conclusion of the inspection/ tests.
- 7.7.3 The inspections and tests may be conducted in the premises of the Contractor or its subcontractor(s). If conducted on the premises of the Contractor or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to REREC.
- 7.7.4 Should any inspected or tested services fail to conform to the specifications, REREC may reject the Service(s), and the Contractor shall either replace or remedy the rejected services or make alterations necessary to meet specification requirements free of cost to REREC.

7.7.5 REREC's right to inspect, test and where necessary, reject the services after provision shall in no way be limited or waived by reason of the services having previously been inspected, tested and passed by REREC or its representative(s) prior to the services performance / delivery.

7.7.6 For the avoidance of doubt, any acknowledgement by REREC on the Contractor's or sub-contractor's document shall not be conclusive proof or evidence of satisfactory performance without duly authorized approval by REREC.

7.7.7 Nothing in this clause 7.7 shall in any way release the Contractor from any warranty or other obligations under this Contract.

7.8 Packaging and Labelling

N/A

7.9 Delivery and Documents for Materials/ Equipment

7.9.1 Where applicable, delivery of the materials/ equipment shall be made by the Contractor to the place and in accordance with the terms specified by REREC in its Schedule of Requirements or as may be otherwise indicated.

7.9.2 The Contractor shall notify REREC of the full details of the delivered materials/ equipment by delivering the materials/ equipment with a full set of the following documents: -

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

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

7.10 Insurance

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

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

7.11 Payment

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

7.11.2 Payment shall primarily be through REREC's cheque or Real Time Gross Settlement (RTGS) or telegraphic transfer. Where applicable, a copy of a valid Performance Security,

stamped, certified as authentic by REREC, shall form part of the documents to be presented to REREC before any payment is made.

- 7.11.3 A Contractor who requests for a Letter of Credit (*hereinafter abbreviated as LC*)–
- a) *Shall meet the LC bank charges levied by its bank while REREC shall meet the LC bank charges levied by its bank.*
 - b) *Any extension and or amendment charges and any other costs that may result from the Contractor's delays, requests, mistakes or occasioned howsoever by the Contractor shall be to the Beneficiary's account.*
 - c) *The maximum number of extensions and amendments shall be limited to two (2).*
 - d) *Notwithstanding sub-clause 7.11.3 (a), should the Contractor require a confirmed LC, then all confirmation and any other related charges levied by both the Contractor's and REREC's bank shall be to the Beneficiary's account.*
 - e) *The LC shall be opened only for the specific Order within the validity period of the contract.*
 - f) *LCs shall be partial for partial performance or full for whole performance as per the contract.*
 - g) *The Contractor shall be required to submit a proforma invoice for each lot for use in the placement of order and opening of the LC. The proforma invoice shall be on total all-inclusive costs basis.*
 - h) *A copy of the Performance Security, stamped and certified as authentic by REREC, whose expiry date should not be less than sixty (60) days from the LC expiry date, shall form part of the documents to be presented to the Bank before any payment is affected.*

7.11.4 REREC shall have the sole discretion to accept or decline any Contractor's payment request through Letters of Credit without giving any reason for any decline.

7.12 Interest

Interest payment by REREC is inapplicable in the contract.

7.13 Prices

7.13.1 Subject to clause 7.14 herein below, prices charged by the Contractor for services performed under the contract shall be fixed for the period of the contract with no variations.

7.13.2 A price that is derived by a pre-disclosed incorporation or usage of an internationally accepted standard formula shall not be deemed to be a price variation within the meaning of this clause.

7.14 Variation of Contract

REREC and the Supplier may vary the contract only in accordance with the following: -

- a) *The quantity variation of services shall not exceed twenty percent (20%) of the original contract quantity.*
- b) *The cumulative value variation shall not exceed twenty five percent (25%) of the original contract value.*
- c) *The quantity variation must be executed within the period of the contract.*

7.15 Assignment

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

7.16 Subcontracts

7.16.1 The Contractor shall notify REREC in writing of all subcontracts awards under this contract if not already specified in the tender. Such notification, in the original tender or obligation under the Contract shall not relieve the Contractor from any liability or obligation under the Contract.

7.16.2 In the event that an award is given and the contract is sub-contracted, the responsibility and onus over the contract shall rest on the Contractor who was awarded.

7.17 Termination of Contract

7.17.1 REREC may, without prejudice to any other remedy for breach of contract, by written notice sent to the Contractor, terminate this contract in whole or in part due to any of the following: -

- a) *if the Contractor fails to perform any or all of the services within the period(s) specified in the contract, or within any extension thereof granted by REREC.*
- b) *if the Contractor fails to perform any other obligation(s) under the contract.*
- c) *if the Contractor, in the judgment of REREC has engaged in corrupt or fraudulent practices in competing for or in executing the contract.*
- d) *by an act of force majeure.*
- e) *if the Contractor becomes insolvent or bankrupt*
- f) *if the Contractor has a receiving order issued against it, compounds with its creditors, or an order is made for its winding up (except for the purposes of its amalgamation or reconstruction), or a receiver is appointed over its or any part of its undertaking or assets, or if the Contractor suffers any other analogous action in consequence of debt.*
- g) *if the Contractor abandons or repudiates the Contract.*

7.17.2 In the event that REREC terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not rendered, and the Contractor shall be liable to REREC for any excess costs for such similar services and or any other loss PROVIDED that the Contractor shall not be so liable where the termination is for convenience of REREC.

7.17.3 The Parties may terminate the Contract by reason of an act of *force majeure* as provided for in the contract.

7.17.4 The Contract may automatically terminate by reason of an act of *force majeure* as provided for in the Contract.

7.18 Liquidated Damages

Notwithstanding and without prejudice to any other provisions of the contract, if the Contractor fails to perform any or all of the services within the period specified in the contract, REREC shall, without prejudice to its other remedies under the contract, deduct

from the contract prices, liquidated damages sum equivalent to 0.5% of the performance price per day of delay of the delayed due services up to a maximum of ten percent (10%) of the performance price of the delayed due services.

7.19 Warranty

- 7.19.1 Where applicable, the Contractor warrants that the Services provided under the contract are of the highest quality or current specification and incorporate all recent improvements unless provided otherwise in the contract. The Contractor further warrants that any materials/ equipment provided under this contract shall have no defect arising from manufacture, materials or workmanship or from any act or omission of the Contractor that may develop under normal use of the materials/ equipment provided under the conditions obtaining in Kenya.
- 7.19.2 This warranty will remain valid for the period indicated in the special conditions of contract after the goods, or any portion thereof as the case may be, have been delivered to the final destination indicated in the contract.
- 7.19.3 REREC shall promptly notify the Contractor in writing of any claims arising under this Warranty.
- 7.19.4 Upon receipt of such a notice, the Contractor shall, with all reasonable speed, remedy the defective services without cost to REREC.
- 7.19.5 If the Contractor having been notified and fails to remedy the defect(s) within a reasonable period, REREC may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which REREC may have against the Contractor under the contract.

7.20 Resolution of Disputes

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

7.21 Language and Law

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

7.22 Waiver

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

7.23 Force Majeure

- 7.23.1 Force majeure means any circumstances beyond the control of the parties, including but not limited to:
- a) *war and other hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo;*
 - b) *ionizing radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosives or other hazardous properties of any explosive nuclear assembly or nuclear components thereof;*
 - c) *Rebellion, revolution, insurrection, military or usurped power & civil war;*
 - d) *riot, commotion or disorder except where solely restricted to employees servants or agents of the parties;*
 - e) *Un-navigable storm or tempest at sea.*
- 7.23.2 Notwithstanding the provisions of the contract, neither party shall be considered to be in default nor in breach of its obligations under the Contract to the extent that performance of such obligations is prevented by any circumstances of *force majeure* which arise after the contract entered into by the parties.
- 7.23.3 If either party considers that any circumstances of *force majeure* are occurring or have occurred which may affect performance of its obligations it shall promptly notify the other party and provide reasonable proof of such circumstances.
- 7.23.4 Upon the occurrence of any circumstances of *force majeure*, the Contractor shall endeavor to continue to perform its obligations under the contract so far as is reasonably practicable. The Contractor shall notify REREC of the steps it proposes to take including any reasonable alternative means for performance, which is not prevented by *force majeure*. The Contractor shall not take any such steps unless directed so to do by REREC.
- 7.23.5 If the Contractor incurs additional costs in complying with REREC's directions under sub clause 7.23.4, then notwithstanding the provisions of the contract, the amount thereof shall be agreed upon with REREC and added to the contract price.
- 7.23.6 If circumstances of *force majeure* have occurred and shall continue for a period of twenty one (21) days then, notwithstanding that the Contractor may by reason thereof have been granted an extension of time for performance of the contract, either party shall be entitled to serve upon the other seven (7) days' notice to terminate the contract. If at the expiry of the period of twenty-eight (28) days, *force majeure* shall still continue, the contract shall terminate.

APPENDIX TO CONDITIONS OF CONTRACT

1. Employer: Rural Electrification and Renewable Energy Corporation (REREC)
Attention: Chief Executive Officer

Kawi House, Next to Boma Hotel South C

P.O. Box 34585 - 00100

Nairobi, Kenya

Tel.: +254-20-4953000/3600

Fax: +254-20-271 0944

E-mail: info@rea.co.ke

Contractor: M/S.

P.O. Box

, KENYA

Tel:

2. The Authorized Representatives are:

For the Employer: General Manager, Technical
Tel: 020-4953000/300

For the Contractor:
Tel:

3. The Works consist of:- **Construction of distribution line extension to supply
- KM (Ref :-----)**
4. The Start Date shall be **Seven (7)** days after the execution of this contract. This Shall however be subject to the Contractor providing the required insurances.
5. The duration of the Works isWeeks/Months
6. The expected completion period is Six Months from Date f Contract Signing.
7. The Site Possession Date shall be within seven days after execution of this Contract.
8. The Site is located at Constituency and is specified in the drawings which shall be attached to the Contract.

9. The Defects Liability Period is six (6) months from the completion date of the Works to the satisfaction of the Employer.
10. The amount of Performance Security shall be 10 % of the Contract Amount in the form of an On Demand Bank Guarantee and shall be valid 30 days after completion of the Works
11. The Amount of Insurance shall be Kenya Shillings **5 Million** issued jointly in the name of REREC and the Contractor.
12. The Contractor shall take due care to ensure that no damage occurs to any property belonging to the land owner or third party while carrying out construction Works. In the event, that any damage occurs, the Contractor shall indemnify the Employer from any claim of liability and the Contractor shall be held liable. The Employer shall have the right to deduct an amount (from any payment due to the Contractor) equivalent to the claim being made by the land owner or Third Party. Such claim by the land owner or Third Party shall be paid to the claimant upon verification by the Employer, which verification shall be final and binding on the Contractor.
13. In the event that the Contractor realizes at the start of the construction Works that he/she may have to cut any trees or damage property of any kind belonging to a landowner or third party, he/she is required to inform the employer's representative for consent to cut any trees or damage to the said property, failure to which the Contractor will be held liable and clause 12 herein above shall apply.
14. The Contractor shall ensure that no materials in his or her possession for the implementation of the project is misplaced, stolen, damaged and or vandalized during the construction of the line. In the event that any materials collected and in the possession of the Contractor are misplaced, stolen, damaged and or vandalized the Contractor shall be held liable to compensate the Employer for the cost of replacement. The Employer shall have the right to deduct an amount (from any payment due to the Contractor) equivalent to the cost for the misplaced, stolen, damaged and or vandalized.
15. Payments shall be effected within thirty (30) after receipt of duly signed statement of accounts and invoice. The REREC Terms of payment shall be as follows: 30% after Completion of HT Construction if applicable and approved by the employer, 90 % after commissioning, and 10% 6 months after commissioning
16. Contractor Rating shall include but not limited to the following parameters: Timely delivery/completion, Warning Letters issued, Loss of Materials, Accidents on sites and any other that the Employer may deem necessary.

SECTION VIII– DOCUMENTS TEMPLATES

DRAFT LETTER OF NOTIFICATION OF AWARD

To:

(Name and full address of the Successful Tenderer).....

Dear Sirs/ Madams,

RE: NOTIFICATION OF AWARD OF TENDER NO.

This is to notify that your tender for Selection of contractor for Car parking Shade at Garrissa Solar Plant has been accepted.

This award shall be subject to you meeting the following requirements:

1. Please acknowledge receipt of this letter of notification signifying your acceptance within a period of 14 days from the date of award.
2. Kindly furnish us with an annual Performance Bond from a reputable Commercial Bank of 10% of the Contract price

This notification does not constitute a contract. The formal Contract agreement shall be entered into as and when they arise pursuant to the provisions of the Public Procurement and Asset Disposal Act, 2015 *(or as may be amended from time to time or replaced)*.

You may contact the Manager Procurement on the subject matter of this letter of notification of award.

We look forward to a cordial and mutually beneficial business relationship.

Yours faithfully,

CHIEF EXECUTIVE OFFICER
RURAL ELECTRIFICATION AND RENEWABLE ENERGY CORPORATION

Enclosures

DRAFT LETTER OF REGRET

To: *(Name and full address of the Unsuccessful Tenderer).....*

Date:

Dear Sirs/ Madams,

RE: LETTER OF REGRET IN RESPECT OF TENDER NO.

We refer to your Tender dated..... and regret to inform you that following evaluation, your Tender is unsuccessful. It is therefore not accepted. The brief reasons are as follows:-

- 1.
- 2.
- 3. etc.

The successful bidder was _____.

However, this notification does not reduce the validity period of your Tender Security. In this regard, we request you to relook at the provisions regarding the Tender Security, Signing of Contract and Performance Security as stated in the Instructions to Tenderers.

You may collect the tender security from our *Legal Department (Guarantees Section), on the 2nd Floor, Kawi House, South C,Behind Boma Hotel, Nairobi* only after expiry of Thirty (30) days from the date hereof on Mondays and Wednesdays ONLY between 9.00 a.m. to 12.30 pm and 2.00p.m to 4.00p.m.

It is expected that by that time REREC and the successful bidder will have entered into a contract pursuant to the Public Procurement and Asset Disposal Act, 2015 *(or as may be amended from time to time or replaced)*. When collecting the Security, you will be required to produce the original or certified copy of this letter.

We thank you for the interest shown in participating in this tender and wish you well in all your future endeavors.

Yours faithfully,

**FOR: RURAL ELECTRIFICATION AND RENEWABLE ENERGY CORPORATION
CHIEF EXECUTIVE OFFICER**

CONTRACT AGREEMENT FORM

THIS AGREEMENT made this.....day of.....**20.....**BETWEEN **RURAL ELECTRIFICATION AND RENEWABLE ENERGY CORPORATION**, a company duly incorporated under the Companies Act, Chapter 486 of the Laws of Kenya, with its registered office situated at Kawi House, South C, Behind Boma Hotel, Nairobi in the Republic of Kenya and of Post Office Box Number 34585-00100, Nairobi in the Republic aforesaid (*hereinafter referred to as the "REREC"*) of the one part,

AND

..... (*Contractor's full name and principal place of business*) a duly registered entity according to the laws of (*State country*) and of Post Office Box Number/Physical Address (*Full address physical and postal of Contractor*) in the Republic aforesaid, (*hereinafter referred to as the "Contractor"*) of the other part;

WHEREAS REREC invited tenders for certain services, that is to say for under Tender Number.....

AND Whereas REREC has accepted the Tender by the Contractor for the services in the (*Hereinafter called "the Contract Price"*).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: -

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract and the Tender Document.
2. Unless the context or express provision otherwise requires: -
 - a) reference to "this Agreement" includes its recitals, any schedules and documents mentioned hereunder and any reference to this Agreement 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.
 - b) 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 thereunder.
 - c) words importing the masculine gender only, include the feminine gender or (as the case may be) the neutral gender.
 - d) 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 "*Contractor*" the covenants, agreements obligations expressed to be made or performed by the Contractor shall be deemed to be made or performed by such persons jointly and severally.

- e) where there are two or more persons included in the expression the “*Contractor*” any act default or omission by the Contractor shall be deemed to be an act default or omission by any one or more of such persons.
3. In consideration of the payment to be made by REREC to the Contractor as hereinbefore mentioned, the Contractor hereby covenants with REREC to perform and provide the services and remedy any defects thereon in conformity in all respects with the provisions of the Contract.
4. REREC hereby covenants to pay the Contractor in consideration of the proper performance and provision of the services 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.
5. The following documents shall constitute the Contract between REREC and the Contractor and each shall be read and construed as an integral part of the Contract: -
 - a) this Contract Agreement
 - b) the Special Conditions of Contract as per the Tender Document
 - c) the General Conditions of Contract as per the Tender Document
 - d) the Price Schedules submitted by the Contractor and agreed upon with REREC.
 - e) the Details of Service as per REREC’s Tender Document
 - f) the Schedule of Requirements
 - g) REREC’s Notification of Award dated.....
 - h) the Tender Form signed by the Contractor
 - i) the Declaration Form signed by the Contractor/ successful Tenderer
 - j) the Warranty
 - h) project implementation schedule
6. In the event of any ambiguity or conflict between the contract documents listed above, the order of precedence shall be the order in which the contract documents are listed in 5 above except where otherwise mutually agreed in writing.
7. The Commencement Date shall be the working day immediately following the fulfillment of all the following: -
 - a) Execution of this Contract Agreement by REREC and the Contractor.
 - b) Issuance of the Performance Bond by the Contractor and confirmation of its authenticity by REREC.
 - c) Issuance of the Official Order by REREC to the Contractor.
 - d) Where applicable, Opening of the Letter of Credit by REREC.
8. The period of contract validity shall begin from the Commencement date and end on either -
 - a) sixty (60) days after the last date of the agreed performance schedule, or,
 - b) where a Letter of Credit is adopted as a method of payment, sixty (60) days after the expiry date of the Letter of Credit or the expiry date of the last of any such opened Letter of Credit whichever is later.

- Provided that the expiry period of the Warranty shall be as prescribed and further provided that the Warranty shall survive the expiry of the contract.
9. It shall be the responsibility of the Contractor to ensure that its Performance Security is valid at all times during the period of contract validity and further is in the full amount as contracted.
 10. Any amendment, change, addition, deletion or variation howsoever to this Contract shall only be valid and effective where expressed in writing and signed by both parties.
 11. No failure or delay to exercise any power, right or remedy by REREC shall operate as a waiver of that right, power or remedy and no single or partial exercise of any other right, power or remedy.
 12. Notwithstanding proper completion of performance or parts thereof, all the provisions of this Contract shall continue in full force and effect to the extent that any of them remain to be implemented or performed unless otherwise expressly agreed upon by both parties.
 13. Any notice required to be given in writing to any Party herein shall be deemed to have been sufficiently served, if where delivered personally, one day after such delivery; notices by electronic mail shall be deemed to be served one day after the date of such transmission and delivery respectively, notices sent by post shall be deemed served seven (7) days after posting by registered post (*and proof of posting shall be proof of service*), notices sent by courier shall be deemed served two (2) days after such receipt by the courier service for Local Suppliers and five (5) days for Foreign Suppliers.
 14. For the purposes of Notices, the address of REREC shall be Chief Executive Officer, Rural Electrification and Renewable Energy Corporation, 4th Floor, Kawi House, South C, Post Office Box Number 34585-00100, Nairobi, Kenya. The address for the Contractor shall be the Contractor's address as stated by it in the Confidential Business Questionnaire provided in the Tender Document.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Kenya the day and year first above written.

SIGNED for and on behalf of **REREC**

CHIEF EXECUTIVE OFFICER

and in the presence of:-

COMPANY SECRETARY

SEALED with the **COMMON SEAL**

of the **CONTRACTOR**

in the presence of:-

DIRECTOR

Affix Contractor's Seal here

DIRECTOR'S FULL NAMES

and in the presence of:-

DIRECTOR/ COMPANY SECRETARY

DIRECTOR/ COMPANY SECRETARY'S FULL NAMES

DRAWN BY: -

C/o Rural Electrification and Renewable Energy Corporation,
4th Floor, Kawi House, South C,
Behind Boma Hotel,
Post Office Box Number 34585-00100,
NAIROBI, KENYA,

PERFORMANCE SECURITY FORM (BANK GUARANTEE)

(To Be Submitted On Bank’s Letterhead)

Date:

To:

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

WHEREAS..... (Hereinafter called “the Supplier”) has undertaken, in pursuance of your Tender Number..... (*Reference number of the Tender*) and its Tender dated (*Insert Supplier’s date of Tender taken from the Tender Form*) to supply (*Description of the goods*) (Hereinafter called “the Contract);

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by an acceptable bank for the sum specified therein as security for compliance of the Supplier’s performance obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Supplier a guarantee;

THEREFORE WE HEREBY AFFIRM that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total sum of..... (*amount of the guarantee in words and figures*) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of
(*Amount of guarantee*) as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....20....

EITHER

SEALED with the)
COMMON SEAL)
of the said **BANK**)
)

thisday) _____
) BANK SEAL
of20....)
in the presence of :-)
) _____)
) _____)
and in the presence of:-)
) _____)
) _____)

OR

SIGNED by the **DULY AUTHORISED**
REPRESENTATIVE(S)/ ATTORNEY(S) of
The **BANK**

Name(s) and Designation of duly authorized representative(s)/ attorney(s) of the Bank

Signature(s) of the duly authorized person(s)

NOTES TO SUPPLIERS AND BANKS

1. *Please note that no material additions, deletions or alterations regarding the contents of this Form shall be made to the Performance Security Bond (the Bond) to be furnished by the successful Tenderer/ Supplier. If any are made, the Bond may not be accepted and shall be rejected by REREC. For the avoidance of doubt, such rejection will be treated as non-submission of the Bond where such Bond is required in the tender and Contract.*
2. *REREC shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the Supplier 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 Supplier’s Performance Security may be deemed as invalid and the Contract nullified.*
3. *The issuing Bank should address its response or communication regarding the bond to REREC.*

LIST OF REGIONS**DETAILS OF REGIONS**

REGION	COUNTIES PER REGION
1	MANDERA
	WAJIR
2	GARISSA
	TANA RIVER
3	ISIOLO
	MARSABIT
4	KITUI
5	MACHAKOS
	MAKUENI
6	LAMU
	KILIFI
7	KWALE
	TAITA TAVETA
8	MERU
	THARAKA NITHI
9	EMBU
	LAIKIPIA
	SAMBURU
	NYANDARUA
	MURANG'A
10	KAJIADO
	NAROK
	BOMET
	NAKURU
11	BARINGO
	ELGEYO MARAKWET
12	BUSIA
	BUNGOMA
	TRANS NZOIA
	KAKAMEGA
	HOMABAY
	SIAYA
	MIGORI
	NANDI

	KERICHO
	UASIN GISHU
13	TURKANA
	WEST POKOT

END