



**Rural Electrification and Renewable Energy Corporation**

**TENDER REFERENCE NO: 1000000650**

**SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF GRID  
CONNECTED STREET LIGHTING IN KAJIADO NORTH CONSTITUENCY.**

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

TEL NO.254-20-2710955/2713921

FAX NO. 254-20-2710944

**AUGUST 2021**

**REREC STANDARD TENDER DOCUMENT FOR ELECTROMECHANICAL  
WORKS**

**TABLE OF CONTENTS**

<u>SECTION 1: INVITATION FOR TENDERS</u> .....	3
<u>TENDER SUBMISSION CHECKLIST</u> .....	4
<u>SECTION II: INSTRUCTION TO TENDERERS</u> .....	5
<u>SECTION III: APPENDIX TO INSTRUCTIONS TO TENDERERS</u> .....	21
<u>SECTION IV: CONDITIONS OF CONTRACT (Including erection on site)</u> .....	22
<u>PART I – GENERAL CONDITIONS</u> .....	22
<u>PREAMBLE TO GENERAL CONDITIONS</u> .....	22
<u>PART II – SPECIAL CONDITIONS</u> .....	30
<u>SECTION V: SUMMARY OF EVALUATION PROCESS</u> .....	31
<u>SECTION VI: SPECIFICATIONS</u> .....	34
<u>SECTION VII: BILLS OF QUANTITIES</u> .....	57
<u>SECTION VIII: STANDARD FORMS</u> .....	75
<u>LETTER OF APPLICATION</u> .....	76
<u>TENDER QUESTIONNAIRE</u> .....	77
<u>DECLARATION FORM</u> .....	78
<u>CONFIDENTIAL BUSINESS QUESTIONNAIRE</u> .....	79
<u>STATEMENT OF FOREIGN CURRENCY REQUIREMENTS</u> .....	81
<u>FORM OF TENDER</u> .....	82
<u>APPENDIX TO FORM OF TENDER</u> .....	83
<u>MANUFACTURER’S WARRANTY FORM</u> .....	84
<u>MANUFACTURER’S AUTHORIZATION FORM</u> .....	85
<u>LETTER OF ACCEPTANCE</u> .....	86
<u>FORM OF AGREEMENT</u> .....	87
<u>FORM OF TENDER SECURITY</u> .....	89
<u>PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)</u> .....	90
<u>BANK GUARANTEE FOR ADVANCE PAYMENT</u> .....	91
<u>LETTER OF NOTIFICATION OF AWARD</u> .....	92

## **SECTION 1: INVITATION FOR TENDERS**

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

<b>Tender No.</b>	<b>Item Description</b>	<b>Tender Closing, Opening Date &amp; Time</b>
RFX No 1000000650	Supply, Installation, Testing and Commissioning of Grid Connected Street Lighting in Kajiado North Constituency.	9 <sup>th</sup> September2021 @10.00a.m.

2. Tender documents detailing the requirements may be viewed at REREC E- Procurement Web Portal found on the REREC website ( [www.rea.co.ke](http://www.rea.co.ke)) beginning on **11<sup>th</sup> August, 2021**
3. Bidders who are interested in this tender **MUST** ensure that they are registered in REREC SAP SRM system and have set up their page. Please ensure compliance to the following;
- Each company must have two user accounts; **Admin Account** and **Employee Account**. Ensure that the following roles are NOT ASSIGNED to the employee; Employee Administrator and Supplier Master Data manager
  - Ensure that the admin account and employee account does not share same email address
  - Ensure that the Employee user name is between 4 and 12 characters.
  - It is a Mandatory requirement that all Bid Documents/Responses shall be uploaded to the COLLABORATION ROOM in the link with “RFX Response Number: Company Name”. Bidders shall not attach their documents at any other Tab of the Portal. Attachments placed elsewhere in the portal shall be declared non-responsive and will not be evaluated.
  - Prices **MUST** be entered under item term of the RFX. The prices entered here shall be similar to the prices in the price/BoQ Schedule and shall form part of the evaluation criteria.
  - 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 RFX description to be submitted through the REREC E-Procurement Web Portal found on the REREC website ([www.rea.co.ke](http://www.rea.co.ke)) so as to be received on or before **the dates in the schedule above at 10.00am.**
5. Tenders will be opened electronically promptly thereafter in the presence of the Tenderer’s or their representatives who choose to attend in REREC Procurement Office at Kawi House.
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 & RENEWABLE ENERGY CORPORATION**

## **TENDER SUBMISSION CHECKLIST**

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

<b>No.</b>	<b>Item</b>	<b>Tick Where Provided</b>
1.	Tender Security	
2.	Company or Firm's Registration Certificate	
3.	CR12 issued not more than 3 months from tender closing	
4.	PIN Certificate (With both VAT and Income Obligations)	
5.	Valid Tax Compliance Certificate	
6.	Price Schedule/ BOQ	
7.	Standard Forms (Letter of Application, Form of Tender, Tender Questionnaire, Declaration Form and Confidential Business Questionnaire)	
8.	Power of Attorney Commissioned by a Magistrate or Commissioner of Oath Indicating the Authorized signatory for the documents of the bidder.	
9.	Submission of catalogues and brochures containing technical data as provided in the technical specifications.	
10.	Submission of Professional Qualification and experience for key staff,	
11.	Manufacturer's Authorization and warranty letter for key equipment	
12.	Confirmation of workshops and service centre with relevant tools and equipment whether owned or leased with evidence of valid lease agreements.	
13.	Manufacture's ISO9001:2015 Certificates/KEBS Standardization/Diamond Mark for quality management for the Poles and LED lights should be valid.	
14.	Audited Financial Statements. The audited financial statements Required must be those that are reported within fifteen (15) Calendar months of the date of the tender document or certified six months Bank statements.	
15.	Detailed Mobilization Plan & Detailed Work Plan	
16.	Submission of CVs for the Key Personnel	
17.	Submission of valid NCA registration.	
18.	Equipment & Lighting Requirements as per the REREC Specifications	
19.	Names with full contact as well as physical addresses of previous customers of similar services, together with a letter from each of them confirming completion of the contracts on schedule.	
20.	Environmental Management Policy for manufacturers of key equipment	

## SECTION II: INSTRUCTION TO TENDERERS

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

### **GENERAL**

#### **1. Definitions**

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

#### **2. Eligibility and Qualification Requirements**

2.1 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;
- (f) the tenderer has not been convicted of corrupt or fraudulent practices; and
- (g) is not guilty of any serious violation of fair employment laws and practices.

In addition, this Invitation to Tender is open to all Tenderers eligible as described in the

#### **2.4 Joint Ventures**

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

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

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

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

### **3. Cost of Tendering**

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

### **4. Site Visit**

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

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

## **5. Tender Documents**

5.1 The Tender documents comprise the documents listed here below and should be read together with any Addenda issued in accordance with Clause 7 of these instructions to tenderers.

- a. Form of Invitation for Tenders
- b. Instructions to Tenderers
- c. Form of Tender
- d. Appendix to Form of Tender
- e. Form of Tender Surety
- f. Statement of Foreign Currency Requirements
- g. Form of Performance Security
- h. Form of Agreement
- i. Form of Advance payment Bank Guarantee
- j. Schedules of Supplementary Information
- k. General Conditions of Contract – Part I
- l. Conditions of Particular Application – Part II
- m. Specifications
- n. Bills of Quantities
- o. Drawings
- p. Declaration Form

5.2 The tenderer is expected to examine carefully all instructions, conditions, forms, terms, specifications and drawings in the tender documents. Failure to comply with the requirements for tender submission will be at the tenderer's own risk. Pursuant to clause 22 of Instructions to Tenderers, tenders which are not substantially responsive to the requirements of the tender documents will be rejected.

5.3 All recipients of the documents for the proposed Contract for the purpose of submitting a tender (whether they submit a tender or not) shall treat the details of the documents as "private and confidential"

## **6. Clarification of Tenders**

- 6.1 A tenderer making inquiries relating to the tender documents may notify the Employer in writing or by telex, cable or facsimile at the Employer's mailing address indicated in the Invitation to Tender. The Employer will respond in writing to any request for clarification, which he receives earlier than 7 days prior to the deadline for the submission of tenders. Written copies of the Employer's response (including the query but without identifying the source of the inquiry) will be sent to all prospective tenderers who have purchased the tender documents.
- 6.2 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.
- 6.3 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

## **7. Amendment of Tender Documents**

- 7.1 At any time prior to the deadline for submission of tenders the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by issuing Addenda.
- 7.2 Any Addendum will be notified in writing or by cable, telex or facsimile to all prospective tenderers who have purchased the tender documents and will be binding upon them.
- 7.3 In order to allow prospective tenderers reasonable time in which to take the Addendum into account in preparing their tenders, the Employer may, at his discretion, extend the deadline for the submission of tenders.

## **8. Language of Tender**

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

## **9. Documents Comprising the Tender**

- 9.1 The tender to be prepared by the tenderer shall comprise:
- a) The form of tender and appendix thereto.
  - b) A tender security.
  - c) The priced Bill of Quantity and Schedule.
  - d) The information on eligibility and qualification.
  - e) Detailed Compliance to The Technical Requirements



- f) Catalogues and Manufacturers Brochures
- g) Manufacturers Authorization for all items
- h) Manufacturer's Warranty for all items
- i) Financial Capability
- j) List of Previous Customers
- k) Any other materials required to be completed and submitted in accordance with the instructions to tenderers.

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

## **10 Tender Prices**

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

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

10.3 The prices and unit rates in the Bills of Quantities are to be the full [all-inclusive] value of the work described under the items, including all costs and expenses which may be necessary and all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based. All duties and taxes and other levies payable by the Contractor under the Contract or for any other cause prior to the deadline for the submission of tenders, shall be included in the rates and prices and the total tender prices submitted by the Tenderer.

10.4 Each price or unit rate inserted in the Bills of Quantities should be a realistic estimate for completing the activity or activities described under that particular item and the tenderer is advised against inserting a price or rate against any item contrary to this instruction.

10.5 Every rate entered in the Bills of Quantities, whether or not such rate be associated with a quantity, shall form part of the Contract. The Employer shall have the right to call for any item of work contained in the Bills of Quantities, and such items of work to be paid for at the rate entered by the tenderer and it is the intention of the Employer to take full advantage of unbalanced low rates.

10.6 Unless otherwise specified the tenderer must enter the amounts representing 10% of the subtotal of the summary of the Bills of Quantities for Contingencies and Variation of Prices [V.O.P.] payments in the summary sheet and add them to the sub-total to arrive at the tender amount.

- 10.7 The tenderer shall furnish with his tender written confirmation from his suppliers or manufacturers of unit rates for the supply of items listed in the Conditions of Contract clause 47 where appropriate.
- 10.8 The rates and prices quoted by the tenderer are subject to adjustment during the performance of the Contract only in accordance with the provisions of the Conditions of Contract. The tenderer shall complete the schedule of basic rates and shall submit with his tender such other supporting information as required under clause 47 of the Conditions of Contract Part II.

## **11. Currencies of Tender and Payment**

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

## **12. Tender Validity**

- 12.1 The tender shall remain valid and open for acceptance for a period of One Hundred and Twenty (120) days from the specified date of tender opening or from the extended date of tender opening (in accordance with clause 7.4 here above) whichever is the later.
- 12.2 In exceptional circumstances prior to expiry of the original tender validity period, the Employer may request the tenderer for a specified extension of the period of validity. The request and the responses thereto shall be made in writing or by cable, telex or facsimile. A tenderer may refuse the request without forfeiting his Tender Surety. A tenderer agreeing to the request will not be required nor permitted to modify his tender, but will be required to extend the validity of his Tender Surety correspondingly.

## **13. Tender Security**

- 13.1 The tenderer shall furnish, as part of its Tender, a tender security for the amount specified in the Appendix to Instructions to Tenderers.
- Original bid security shall be deposited to the **TENDER BOX** situated at the main reception before closing date and time as specified in the invitation to tender.

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

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

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

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

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

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

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

13.7 The Tender Surety may be forfeited:

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

#### **14. No Alternative Offers**

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

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

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

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

## **15. Pre-Tender Meeting**

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

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

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

## **16. Format and Signing of Bid**

3.20.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITT 3.9.

3.20.2 Bidders shall mark as "CONFIDENTIAL" information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

3.20.3 The bid documents shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation notarized by a Commissioner of Oath which shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialled by the person signing the Bid.

3.20.4. In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

3.20.5 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.

3.20.6 The signed bid documents shall be scanned and uploaded to the collaboration folder in the response on Rural Electrification and Renewable Energy Corporation's e-Procurement System.

3.20.7. The Original bid security shall be submitted to the Authority on or before the date of tender opening specified in the ITT.

### 3.21 Creation and Submission of Bids.

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

- (a) Login to REREC portal via url <https://suppliers.rea.co.ke:44300/irj/portal>  
**N/B:** It is assumed that you have already completed the registration process and that your registration has been approved by REREC and you have created an employee user account to transact with REREC via url  
[https://suppliers.rea.co.ke:44200/supportal\(bD1IbiZjPTUwMCZkPW1pbg==\)/bspwdapplication.do#VIEW\\_ANCHOR-ROS\\_TOP](https://suppliers.rea.co.ke:44200/supportal(bD1IbiZjPTUwMCZkPW1pbg==)/bspwdapplication.do#VIEW_ANCHOR-ROS_TOP)

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

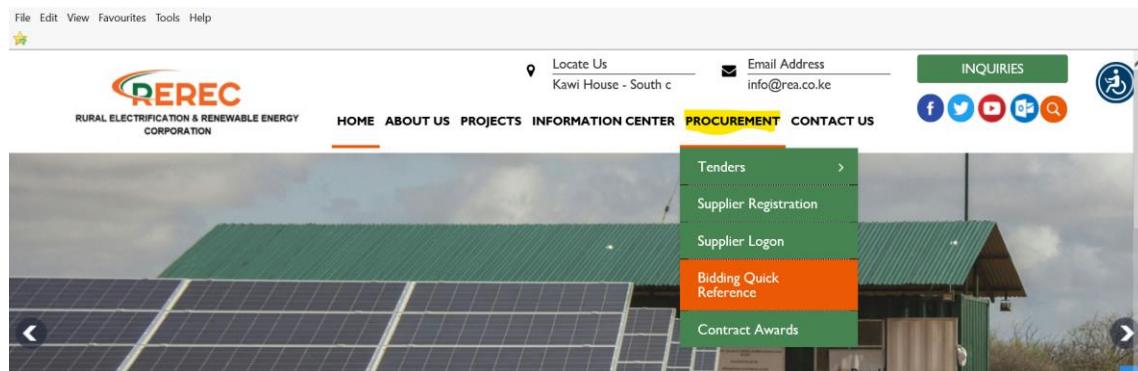
- Each company must have two user accounts; **Admin Account and Employee Account**. Ensure that the following roles are NOT ASSIGNED to the employee; Employee Administrator and Supplier Master Data manager.
  - Ensure that the admin account and employee account does not share same email address
  - Ensure 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” therefore no responses shall be attached to the attachments, any such action shall be treated non-responsive, and the attachments shall not be evaluated.**

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

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

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



- 3.21.2 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.
- 3.21.3 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.
- 3.21.4 All pages of the Tender, including un-amended printed literature, shall be initialled by the person or persons signing the Tender and serially numbered.
- 3.21.5 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.
- 3.21.6 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.
- 3.21.7 Any Tender not prepared and signed in accordance with this paragraph may be rejected by REREC's as non-responsive.

## 18. **Modification, Withdrawal and deadline for submission of Tenders**

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

18.2 **Withdrawal:** A Bidder may withdraw a Bid after it has been submitted by clicking withdraw if they are no longer interested in participating in the tender. A withdrawn bid shall not be evaluated

18.3 **Deadline for Submission of Tenders:** Tenders must be submitted online on or before the time specified in the Invitation to Tender.

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

## **19. Tender Opening**

19.1. The Employer will open the tenders electronically in the presence of the tenderers' representatives who choose to attend at the time and location indicated in the Letter of Invitation to Tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

19.2. At the tender opening, the Employer will announce the tenderer's names, total tender price, tender price modifications and tender withdrawals, if any, the presence of the requisite Tender Surety and such other details as the Employer, at his discretion, may consider appropriate. No tender shall be rejected at the tender opening except for late tenders.

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

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

## **20. Process to be Confidential**

20.1. After the public opening of tenders, information relating to the examination, clarification, evaluation and comparisons of tenders and recommendations concerning the award of Contract shall not be disclosed to tenderers or other persons not officially concerned with such process until the award of Contract is announced.

20.2 Any effort by a tenderer to influence the Employer in the process of examination, evaluation and comparison of tenders and decisions concerning award of Contract may result in the rejection of the tenderer's tender.

## **21. Clarification Tenders**

21.1. To assist in the examination, evaluation and comparison of tenders, the Employer may ask tenderers individually for clarification of their tenders, including breakdown of unit prices. The request for clarification and the response shall be in writing or by cable, facsimile or

telex, but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by the employer during the evaluation of the tenders in accordance with clause 24.

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

## **22. Determination of Responsiveness**

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

## **23. Correction of Errors**

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

## **24. Conversion to Single Currency**

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



## **25. Evaluation and Comparison of Tenders**

- 25.1 The Employer will evaluate and compare only tenders determined to be substantially responsive to the requirements of the tender documents in accordance with clause 23.
- 25.2. In evaluating tenders, the Employer will determine for each tender the evaluated tender price by adjusting the tender price as follows:
- (a) Making any correction for errors pursuant to clause 24.
  - (b) Excluding Provisional Sums and provision, if any, for Contingencies in the Bills of Quantities, but including Day works where priced competitively.
- 25.2 The Employer reserves the right to accept any variation, deviation or alternative offer. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the tender documents or otherwise result in the accrual of unsolicited benefits to the Employer, shall not be taken into account in tender evaluation.
- 25.3 Price adjustment provisions in the Conditions of Contract applied over the period of execution of the Contract shall not be taken into account in tender evaluation.
- 25.4 If the lowest evaluated tender is seriously unbalanced or front loaded in relation to the Employer's estimate of the items of work to be performed under the Contract, the Employer may require the tenderer to produce detailed price analyses for any or all items of the Bills of Quantities, to demonstrate the relationship between those prices, proposed construction methods and schedules. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in clause 29 be increased at the expense of the successful tenderer to a level sufficient to protect the Employer against financial loss in the event of subsequent default of the successful tenderer under the Contract.
- 25.5 Firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 15% preferential bias provided that they do not sub-contract work valued at more than 50% of the Contract Price excluding Provisional Sums to a nonindigenous sub-contractor.
- 25.6 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 25.7 Persons not officially involved in the evaluation of tender shall not attempt in any way to influence the evaluation.

## **AWARD OF CONTRACT**

### **26. Post – Qualification and Award**

- 26.1 In the absence of pre-qualification, the employer will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

- 26.2 The determination will take into account the tenderer financial, technical and production activities. It will be based on examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, as well as such other information as the employer deems necessary and appropriate.
- 26.3 An affirmative determination will be a pre-requisite for award of the contract to the tenderer. A negative determination will result in rejection of the tenderer's tender, in which the employer will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.
- 26.4 Subject to clause 26.2, the Employer will award the Contract to the tenderer whose tender is determined to be substantially responsive to the tender documents and who has offered the lowest evaluated tender price subject to possessing the capability and resources to effectively carry out the Contract Works.

## **27. Rejection of all tenders**

- 27.1 The Employer reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders, at any time prior to award of Contract, without thereby incurring any liability to the affected tenderers or any obligation to inform the affected tenderers of the grounds for the Employer's action.
- 27.2. The Employer reserves the right at the time of contract award to increase or decrease the number of projects originally specified in the schedule of projects without any change in unit price or other terms and conditions.

## **28. Notification of Award and signing of contract**

- 28.1 Prior to the expiration of the period of tender validity prescribed by the Employer, the Employer will notify the successful tenderer by cable, telefax or telex and confirmed in writing by registered letter that his tender has been accepted. This letter (hereinafter and in all Contract documents called "Letter of Acceptance") shall name the sum (hereinafter and in all Contract documents called "the Contract Price") which the Employer will pay to the Contractor in consideration of the execution and completion of the Works as prescribed by the Contract.
- 28.2 Upon the furnishing of a Performance Security by the successful tenderer, the unsuccessful tenderers will promptly be notified that their tenders have been unsuccessful.
- 28.3 At the same time the employer notifies the successful tenderer that his tender has been accepted, the employer shall notify the other tenderers that their tenders have been unsuccessful.
- 28.4 Within fourteen [14] days of receipt of the form of Contract Agreement from the Employer, the successful tenderer shall sign the form and return it to the Employer together with the required Performance Security.

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

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

## **29. Performance Guarantee**

29.1 Within twenty eight [28] days of receipt of the notification of award from the Employer, the successful tenderer shall furnish the Employer with a Performance Security in an amount stated in the Appendix to Instructions to Tenderers.

29.2 The Performance Security to be provided by the successful tenderer shall be an unconditional Bank Guarantee issued at the tenderer's option by an established and a reputable Bank approved by the Employer and located in the Republic of Kenya and shall be divided into two elements namely, a performance security payable in foreign currencies and performance security payable in Kenya Shillings. The value of the two securities shall be in the same proportions of foreign and local currencies as requested in the form of foreign currency requirements.

29.3 Failure of the successful tenderer to lodge the required Performance Security shall constitute a breach of Contract and sufficient grounds for the annulment of the award and forfeiture of the Tender Security and any other remedy under the Contract the Employer may award the Contract to the next ranked tenderer.

## **30. Advance Payment**

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

## **31. Corrupt and fraudulent practices**

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

### SECTION III: APPENDIX TO INSTRUCTIONS TO TENDERERS

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

No.	ITT Reference Clause	Particulars of Appendix
1	<b>Eligible Tenderers</b>	<i>Local Contractors Registered in Kenya with NCA 7 in Electrical OR Mechanical Engineering Services</i>
2	<b>Origin of Eligible goods</b>	<i>Any country is eligible</i>
3	<b>Time for Completion of Works</b>	<i>6months</i>
4	<b>Attendance of site visit</b>	<i>a) There will be no site visit arranged by the Employer. Bidders who wish to visit the site shall do so on their own and at their own cost.</i>
5	<b>Documents Comprising the Tender – List of Previous Customers</b>	<i>The Tenderer shall submit at least three (3) names with full contact as well as physical addresses of previous customers of similar works/services and letters from the Previous customers confirming completion of the contracts on schedule.</i>
6	<b>Documentary evidence of financial capability</b>	<i>Two years audited financial statements required must be those that are reported within Eighteen (18) calendar months of the date of the tender document</i>
7	<b>Catalogues, Brochures, and Drawings</b>	<i>All technical documents and specifications pertaining to the product MUST be provided</i>
8	<b>Warranty</b>	<i>Warranty or Manufacturer's guarantee for all major equipment as outlined in the GTPs.</i>
9	<b>Tender Currency</b>	<i>For avoidance of doubt, the <b>currency of the tender Shall be in Kenya Shillings or easily convertible currency at the tender opening exchange rates</b></i>
10	<b>Tender Security</b>	<i><b>2% of the bid value.</b> The original tender security shall be dropped in the tender box situated in Ground Floor Kawi House South C. before closing date and time as per invitation to tender. A scanned copy of the Tender security shall be submitted electronically with the rest of the bid.</i>
11	<b>Creation &amp; Submission of Tenders</b>	<i>There will be only one document submitted on the e- Procurement portal. Bidders shall view and download all documents pertaining to the tender from cFolders. All supplier bid documents/Responses shall be uploaded to the <b>COLLABORATION ROOM</b> in the link with "<b>RFX Response Number: Company Name</b>". Bidders shall not attach their documents at any other Tab of the Portal. Attachments placed elsewhere in the portal shall be declared non-responsive and the attachments shall not be evaluated.</i>
12	<b>Opening of Tenders</b>	<i>The tender shall be opened electrically in Kawi House South C, Procurement Office – Ground Floor.</i>
13	<b>Performance Security</b>	<i>Performance bond shall be 10 % of the Total Contract value.</i>
14	<b>Award Criteria</b>	<i>The award of the contract shall be to the lowest evaluated bidder.</i>

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

### **PART I – GENERAL CONDITIONS**

PART I – General Conditions, shall be those forming Part I of the “Conditions of Contract for Electrical and Mechanical Works – Including Erection on Site, Third Edition 1987, re-printed 1988 with Editorial

Amendments” prepared by the Federation Internationale des Ingenieurs – conseils (FIDIC). The

Conditions are subject to variations and additions set out in Part II hereof entitled “Special Conditions”.

#### **Note**

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

### **PREAMBLE TO GENERAL CONDITIONS**

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

#### **Sub-Clause 1.1.1 – Commencement Date**

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

#### **Sub-Clause 1.1.11 – Defects Liability Period**

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

#### **Sub-Clause 1.1.12 – The Employer**

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

#### **Sub-Clause 1.1.15 – The Engineer**

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

**Sub-Clause 1.1.35 – Time for Completion**

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

**Sub-Clause 5.1 – Ruling Language**

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

**Sub-Clause 5.2 – Day to Day Communications**

As per Sub-Clause 5.1 above

**Clause 5.3 – Priority of Contract Documents** Delete the documents list 1-5 and substitute: “The documents forming the Contract shall take precedence in the order in which they are set out in Section 4 – General Specifications herein.

**Clause 6.6 – Operation and Maintenance Manuals**

Operations and Maintenance Manuals shall be in the English Language.

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

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

**Sub-Clause 8.1 – General Obligations**

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

**Sub-Clause 10.1 – Performance Security**

Within 28 days of issue of the Letter of Acceptance the Contractor shall at his own expense obtain a

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

**Sub-Clause 12.1 – Programme to be furnished**

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

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

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

**Sub-Clause 14.4 – Employer’s Equipment**

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

**Clause 15.1 – Compliance with Statutes, Regulations**

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

**Clause 17.5 – Import Permits and Licenses**

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

**Clause 18.1-Engagement of Labour**

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

**Sub-Clause 18.3 – Working Hours**

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

**Sub-Clause 25.1 – Time for Completion**

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

**Sub-Clause 27.1 – Delay in completion**

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

date stated in such Taking Over Certificate, and in the absence of alternative provisions in the Contract, be reduced in the proportion which the value of the part so certified bears to the value of the whole of the Works or Section, as applicable. The provisions of this Sub-Clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.

#### **Sub-Clause 27.2 – Prolonged Delay**

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

#### **Sub-Clause 28.1 - Tests on Completion**

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

#### **Sub-Clause 29.2 – Taking over Certificate**

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

#### **Sub-Clause 29.3 – Use Before Taking Over**

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

#### **Clause 31.2 – Variation Order**

**Procedure** Add the final sentence as follows:

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

#### **Sub-Clause 33.1 – Terms of Payment**

In addition to the provisions under Clause 33, the Terms of Payment shall be made as follows: 40% within 60 days of delivery and inspection of all equipment to Site; 50% on Successful Installation and Commissioning; 10% after the defect liability period.

#### **Sub-Clause 33.2 – Method of Application for Payment**

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



**Sub-Clause 33.5 – Payment**

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

**Sub-Clause 33.6 – Delayed Payment**

There shall be no interest on delayed payment.

**Sub-Clause 35.1 – Payment in Foreign Currency**

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

**Method of Application**

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

**Sub-Clause 35.3 – Rates of Exchange**

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

**Sub-Clause 37.2 – Employer’s Risks**

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

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

**Sub-Clause 40.1 – Contractor’s Liability**

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

**Sub-Clause 42.2 – Maximum Liability**

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

**Sub-Clause 43.1**

Delete the first paragraph and substitute:

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

Add the following Sub-Clause:

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

Add the following sub-clause:

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

### **Sub-Clause 43.3 – Third Party Liability**

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

Add the following paragraph:

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

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

### **Sub-Clause 47.1 – Labour, Materials and Transport**

The Contract is on a lump sum fixed price basis.

### **Sub-Clause 48.1 – Customs and Import Duties**

This clause is replaced by clauses 53.1 and 53.2.

### **Sub-Clause 49.2 – Notices to Employer**

The address of the Employer for notices is:-

### **Sub-Clause 50.2 – Arbitration**

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

The address of the Client for notices is:-

**The Chief Executive Officer, Rural Electrification and Renewable Energy Corporation,**

**Kawi House,  
South C,  
P. O. Box  
34585, 00100  
Nairobi,  
Kenya.**

**Sub-Clause 51.1 – Applicable Law**

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

**Sub-Clause 51.2 – Procedural Law for Arbitration**

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

**Sub-Clause 51.3 – Language and Place of Arbitration**

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

**Clause 53.1 – Foreign Taxation**

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

**Clause 53.2 – Local Taxation**

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

**Clause 53.3 – Income Taxes on Staff**

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

**Clause 54.1 – Joint Venture**

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

#### **Clause 55.1 – Import License**

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

#### **Clause 55.2 – Temporary Import Bond**

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

#### **Clause 56.1 – Pre-Shipment Inspection**

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

The Contractor should establish contact and liaise with the Inspection Agencies, unpacking, handling etc. shall be paid for by the Contractor. The Contractor shall give at least 21 days' notice before shipment to the Inspection Agency indicating the place where the goods may be inspected and the expected time of shipment. When requesting pre-shipment inspection the Contractor shall provide the Inspection Agency with a copy of the pro-forma invoice, Contract and any other document relevant to the execution of the inspection. On Completion of inspection the Inspecting Agency will issue a report of finding which will be either. i) A Clean Report of Findings if the inspection yields a satisfactory result, or ii) A Non –negotiable Report of Findings if the inspection reveals deficiencies. In the case of a Clean Report the Contractor shall provide the Inspection Agency immediately after shipment with a non-negotiable copy of the Bill of Lading or Air Waybill and a copy of the final invoice covering the Goods. When these documents have been received the Clean Report of findings will be issued. The Contractor is warned against the shipment of Goods, which have not been inspected, or goods for which a Non-negotiable Report of Findings has been issued by the Inspection Agency.

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

#### **Clause 57.1 – Bribery and Corruption**

If the Contractor or any of its sub-contractors, agents or and servants shall offer or give or agree to person any bribe, gift, gratuity or commission as an inducement or regard for doing or forbearing to do any action in relation to the Contract or any other Contract with the Employer or for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the employer then the Employer may enter upon the Site and expel the contractor therefrom and the provisions

of Clause 45 shall apply as if such entry and expulsion had been made pursuant to that Clause.

**Clause 58.1 – Advertising**

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

**Clause 59.1 – Individuals not Personally Liable**

No member or officer of the Employer nor any one of the respective staffs or the employees of the

Employer shall be in any way personally liable for the acts or obligations of the Employer under the Contract or answerable for any default or omission of the Employer in the observance or performance of any of the acts, matters or things which are herein contained.

**Clause 61.1 – Progress Reports and Meetings**

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

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

**Clause 62.1 – Details to be Confidential**

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

## **PART II – SPECIAL CONDITIONS**

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

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

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

**2.0 Defects Liability Period (Sub-clause 1.1.11.)**

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

**3.0 Operation and Maintenance Manuals (Sub-clause 6.6.)** Operation and Maintenance Manuals shall be in **English language.**

**4.0 General Obligations (Sub-clause 8.1.)**

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

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

**5.0 Performance Security (Sub-clause 10.1)**

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

**6.0 Contractor Equipment (Sub-clause 14.1)** The following items of Contractor's Equipment will be provided free of charge by the Employer for the Contractor's use: **None.**

**7.0 Price Variation**

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

**8.0 Delayed Payment (Sub-clause 33.6.)**

There shall be no interest on delayed payment.

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

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

**10.0 Arbitration (Sub-clause 50.2)**

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

## **SECTION V: SUMMARY OF EVALUATION PROCESS**

### **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 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 150 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. 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
- 5) Copy of Business Permit in the County of Operation
- 6) Power of Attorney Notarized by a Magistrate or Commissioner of Oath Indicating the Authorized signatory for the documents of the bidder.
- 7) 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 120 days from the date of tender opening.
- 8) The tenderers SHALL submit drawings and specifications of the Concrete poles.
- 9) The tenderer **SHALL** submit catalogues and brochures in manufacturer's letterhead containing technical data as provided in the technical specifications - Concrete poles, LED lights
- 10) Submission of dully filled Guaranteed Technical Particulars (GTPS) forms
- 11) Submission of Detailed Mobilization Plan & Detailed Construction Schedule. This should be clear and demonstrate/indicate for each activity for a period not exceeding 24 weeks.
- 12) Verification of submission of Professional Qualification and experience for key staff, which key staff shall be the Project Supervisor and two (2) Technicians. At least one staff member with EPRA license minimum C1 electrical
- 13) The tenderer **SHALL** provide latest Audited financial reports for the last 18 Months.
- 14) The tenderer SHALL submit Manufacturers Authorizations & Warranty form on manufacturer's letterhead signed and stamped. –Concrete poles, LED lights.
- 15) Submission of manufacturers contact details including a valid official email address (gmail or yahoo email address 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 centre with relevant tools and equipment whether owned or leased with evidence of valid lease agreements and OSHA registration of workplace certificate.
- 18) Submission of valid EPRA License (Company's Valid EPRA license C1 – electrical and above)
- 19) Submission of valid NCA 7 and above – electrical services or Mechanical services or Construction works registration
- 20) Manufacturers ISO14001:2015 certificate OR NEMA license for key equipment – Concrete poles, LED Lights.
- 21) Manufacturer's ISO9001:2015 certificate for quality management OR KEBS certification for the key equipment i.e Concrete poles, LED Lights.
- 22) 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 key equipment. This is a mandatory fulfilment and a bidder who fails on any of the critical parameters shall be deemed non responsive. Only one manufacturers brochure / technical specification per equipment should be offered, bids with more than one brochure / technical specifications per equipment will be considered non-responsive. The Corporation may at its own discretion verify manufacturer's authorizations and warranty.
2. Verification of Professional Qualification and experience for key staff, which key staff shall be the Project Supervisor, two (2) Technicians. The Project Supervisor shall have at least a degree in Electrical, Mechanical or Civil Engineering and Registered with EBK as a graduate engineer 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.
3. Copies of relevant Drawings and Technical Data of Concrete poles and LED lights. The Drawings should be legible and the dimensions should be clearly marked.
4. Detailed Mobilization Plan & Detailed Construction Schedule. This should be clear and demonstrate/indicate for each activity for period not exceeding 24 weeks.
5. 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. Authentication of the tender security from the issuing bank.
- iii. Confirmation of and considering BOQ/Price Schedule duly completed and signed.
- iv. Confirmation of
- v. Tenderer's conformance with REREC delivery schedule in the tender document.
- vi. 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 Act, 2015***

## **SPECIFICATIONS AND BILL OF QUANTITIES**

### **LOT-1 – KAJIADO NORTH GRID CONNECTED STREET LIGHTS**

<b>Item</b>	<b>Project Name</b>	<b>No. of Lights</b>
1	Saitoti-Tuweso Street	10
2	Kamora-Oloika street	20
3	Hellena road-Bridge	16
	<b>Total</b>	<b>46</b>

## **SPECIFICATIONS**

### **A. GRID CONNECTED STREETLIGHTS**

#### **A. Scope of Works**

Supply, erecting, testing, and commissioning of Street lighting system complete in all respect, including the Civil works, foundations for installation of street lighting pole and its associated items. This will be in accordance with specifications and bills of quantities.

The Contractor shall include for lighting columns, lighting fittings, wiring, pole mounted metal control pillars, contactors, current operated instantaneous Residual Current Devices (RCD), timing control switches, photoelectric cells, cable cover tiles and all apparatus and appliances not particularly called for in this Specification but which are necessary for the completion and satisfactory functioning of the Works. The contractor shall also carry out the excavation of all trenches and backfilling, the supply and installation of 100mm diameter PVC ducts across roads and driveways

It is deemed that if, in the opinion of the Contractor at the time of quoting, there existed a discrepancy between the Specification and the actual work, that the Contractor clarifies this difference with the Engineer before quoting.

#### **B. Specification**

The work shall be executed and completed, unless expressly directed otherwise, in accordance with the following: -

- i) The technical specifications
- ii) The current edition of the Institution of Electrical Engineers (I.E.E) regulations
- iii) The Electric Power Act of Kenya, The Grid Code etc.
- iv) The Kenya Power & Lighting Co. Bylaws
- v) The British or Kenya Standard specification and relevant and applicable British code of practice.
- vi) National Construction Authority Regulations

### **C. Samples and defective work**

All materials to be used in the installation work must be made available for Inspection and approval and samples must be submitted upon request to the Engineer.

If the Contractor wishes to install or use other types of materials different from those specified in the Tender document, then the manufacturers technical and any other relevant pamphlets must be submitted to the Engineer for consideration and approval.

The right is expressly reserved to order at the Contractors expense the removal from site of all materials not conforming to the specifications and the Dismantling and re- execution of all works which by reason of inclusion of Improper, specified or defective materials and /or poor class or defective Workmanship are a contravention of any clause in the specification.

### **D. Ratings**

Unless specified otherwise or where it does not apply all the materials shall be capable of being used on 240 volts 50 Hz. AC single phase and neutral supply.

### **E. Street Lighting Poles**

Street lighting poles shall be fabricated from concrete poles and shall be as shown on the drawings. Provide 10m round pre -pressed reinforced concrete pole as KS1933 standard with earthing ferrule

The poles shall be installed at a minimum depth of 1500mm in the ground. The pole should have 190mm top diameter and 330mm bottom diameter

### **F. Luminaires**

Enclosed floodlight with black aluminum body and frame housing flat glass sealed to IP65 complete with Integral control gear and asymmetrical as specified complete with lamp.

The lanterns will be with control gear complete with the specified lamp and reflector.

### **G. Photo Electric Cell / Timer**

These shall be of specifications as provided in the BQ

The minimum operating “turn on” level shall be of 5 to 20 lux and “turn off” level 25-100lux with a time delay of 20 to 40 seconds. The rating shall be 30°C to 50°C. It shall have the current rating from 10 to 20 amps.

The initial adjustment shall be done with the approval of the Engineer.

### **H. Cables.**

Cables shall be 600/1000 volt grade conforming to B.S.S. 6346, PVC/SWA/PVC cables shall be used for street lighting installation.

All cables shall terminate with brass glands of suitable size to maintain proper earth continuity throughout the system.

### **I. Other cables**

Insulated PVC sheathed twin with earth cable shall be used for wiring to the lanterns from the cut-outs mounted in the pole windows.

#### **J. System of Wiring**

The loop-in and loop-out arrangements shall be through a cut-out mounted in the pole windows. Galvanized armoring wires shall be properly earthed and to maintain earth continuity, earth clips and connectors shall be used. From the cut-out to the lantern

1.5mm<sup>2</sup> PVC twin insulated and sheathed cable with earth wire shall be used protected by 5A cartridge fuse. The lantern shall be earthed separately with earth wire taken from the main point. Cables across the roads, and drive ways shall be laid in ducts. Cables shall be laid on 50mm layer of sand, and be covered with 50mm thick layer of sand before covering with the tiles.

#### **K. Cables Cover Tiles**

The cable in the trench shall be protected with concrete tiles marked “HATARI” “DANGER”. The cable tiles shall be of a pattern approved by the Engineer.

#### **L. Ducts**

Ducts for road crossing and driveways shall be PVC with an internal diameter of not less than 100mm. The ducts shall be laid at least 800mm below the finished road level on a compact base.

#### **M. Earthing of Street Lighting Installation.**

The contractor shall ensure installation is earthed in accordance with the requirements of the current edition of the “Regulations for Electrical Installations” and as per Kenya Power and Lighting Company’s rules and regulations.

All poles, lanterns and other metal parts shall be properly earthed. Electrical and Mechanical continuity must be maintained throughout the whole system, and the resistance measured from the electrode to the remotest point must not exceed 0.5 ohms. Every 4<sup>th</sup> pole must be effectively earthed through a suitable copper earth electrode by means of substantial copper stamps secured by non-rusting bolts. The

lead must be visible and adequately protected. No earthing lead shall be less than 2.5mm<sup>2</sup> in size. Twin earth wire PVC insulated cable may be used. Provision for P.M.E. shall be made to comply with supply authority requirements.

#### **N. Control Pillar/Box**

Burglar proof lockable metallic control pillar, pole mounted to house KPLC meter and associated switchgear. The contractor shall supply, install, test and commission all associated electrical works including supplying, fixing and connecting all switchgear, interconnections, labels and earthing as approved by the Engineer.

#### **O. Current Operated Earth Leakage Circuit Breakers (RCD)**

DP 40A, Instantaneous Residual Current Device (RCD), Trip Sensitivity 30mA, DIN Rail Mount  
Complies with BS 4293 and IEC 61008

Loss of neutral protection is provided by a dedicated detection circuit AC22 rated DP

#### **P. Testing of the Installation**

The Contractor shall carry out tests of the completed installation, copies of the test results shall be provided to the Engineer.

#### **Q. Insulation Resistance**

The insulation resistance between line (phase) and neutral, the line (phase) and earth and the neutral and earth shall not be less than one mega ohms when tested with 500 volts direct circuit (D.C.) supply.

#### **R. Earth Continuity**

The resistance measured from every earth electrode to the farthest point of the installation shall not exceed 0.5 ohms.

#### **S. Earth Electrode Resistance**

Test for earth electrode resistance shall not exceed 3 ohms using a null balance tester

#### **T. Polarity Check**

Checks shall be carried out to verify that the neutral is correctly connected and that all fuses and switching (control) devices are connected to the phase (“LIVE”) conductors only.

The Contractor shall be expected to test and inspect the installation particularly those parts that are to be concealed, during the erection, as he shall be held responsible for and shall rectify at his own expense all faults, defects, omissions, faulty workmanship, incorrectly positioned or installed parts of the installation revealed by such inspection and tests.

The Contractor shall provide accurate instruments and/or apparatus and the labour to carry out the above tests independently of any tests made by the Engineer or Kenya

Power & Lighting Co. The instruments and apparatus shall be made available to the Engineer for him to carry out the tests as he may require.

The Contractor shall give a seven days’ notice of his intention to carry out the test so as to enable the Engineer to witness the tests if he so wishes.

### **REREC LED LIGHTING SPECIFICATIONS**

<b>REREC’S LED REQUIREMENTS</b>		
<b>REREC’S LED REQUIREMENTS</b>	<b>SPECIFICATIONS</b>	<b>Bidders response</b>
Manufacturer / Brand name		
Method of manufacturer name placement on lamp	Moulded on the lamp	
Model No.		
a) Number of LED Lights		1
b) Light Source	LED	
c) Power Requirement	240V	
d) Power factor		0.95
e) Power consumption	200W	
f) Luminous Efficacy(lm/W)		100

g) CRI (Color Rendering Index)	75	
h) Color Temperature	5700K±500K (cool white)/ 4000K±500K (neutral white)/ 3000K±500K (warm white)	
i) Materials and Finishing	Glass: Tempered Glass Gasket: Heat Resistant Silicon Rubber Housing: Die-cast Aluminium	
j) Lifetime	50,000 Hours (70% Lumen Maintenance @ Ta 35°)	
k) Installation	Use of a single Universal Bracket	
l) Certifications	RoHS, CQC, CB & CE	
m) Surge protection	10kV	
n) Warranty period	Minimum 3years	
o) Operating Temperatures	-40° - 45°C (Minimum and maximum acceptable values for outdoor applications)	
P) Classification	IK07; IP65; Class 1	
a) Optics	AWB	

### **REREC 10M CONCRETE SPECIFICATIONS**

ITEM	RERECS REQUIREMENTS		
ITEM	RERECS REQUIREMENTS	SPECIFICATIONS	Bidders response
1	Manufacturer		
2	Type	Round pre-pressed	
3	Quality management certification of manufacturer	Attach evidence	
4	Pole Size (Metres)	10	
5	Pole Size (B17Metres)	3	
6	Ring bar diameter(mm)	6	
7	H.S diameter (mm)	5	
8	No of H.S bar	14	
9	Spacing of ring bar ( tip to bottom (mm)	500	
10	Butt diameter (mm)	330	
11	Average thickness of butt	55	
12	Spacing of spiral wire (mm)	Tip<50; Centre<75; Bottom<50	
13	Load capacity	Min 7.5kN	
14	Warranty period	Min 5 yrs	
15	Pole taper ratio	Min 1:75	
16	Testing standard	KS 1933	

## BILL OF QUANTITIES

### BILLS OF QUANTITIES & PRICE SCHEDULE

Bill of Quantities for Supply, Installation, Testing & Commissioning of Grid Connected Street Lighting in Kajiado North Constituency						
Saitoti-Tuweso Street						
	Description	Qty	Unit	Rate	Kshs	Cts
<b>A</b>	<b>Supply, Install, Test and Commission Street Lighting</b>					
1	Supply & Install 10M round pre-pressed reinforced concrete pole as KS1933 with earthing ferrule C/W mounting bracket pipe and bolts as specified for fitting the lighting system on to the concrete pole c/w accessories as per design. Allow for Transport of poles, Pole Dressing, Hole digging, Erecting & Fittings	10	No.			
2	Supply and install 150W, 240V LED streetlighting fittings complete with control gear and tubular lamp	10	No.			
3	Supply and install a Standard steel, burglar proof and lockable control pillar mounted at minimum 2.8m above ground with a set of identical keys to the boxes with : a) 30A, 240V 4 Pole Contactor with Antisurge b) 80A SPN switch fuse c) 24h Timer Switch with min 200h reserve running mechanism d) 100A SP 500mA residual current circuit breaker with overload protection e) 100A 4-way SPN Consumer Unit	1	No.			
4	Earthing comprising of 10.0mm <sup>2</sup> earth lead cable and 1800mm long x 15mm diameter copper earth electrode with a driving tip and clamp in a 300mm by 300mm concrete manhole with removable cover. Earthing to be at every control pillar and every third pole interval. Earthing resistance not to exceed 3 ohms	6	No.			

5	Supply and install 10.0mm sq Aerial Bundled Cable	900	M			
6	Allow for final connection to the luminaries in 1.5mm sq TWE PVC insulated Copper cable	10	M			
7	Allow for testing and commissioning	1	Item			
8	Allow for Routine Inspection and maintenance for 1 Year	1	Item			
9	Mains Electricity Connection Fees	1	No.			
	<b>Sub Total</b>					
	ADD 16% VAT					
	<b>Total</b>					
<b>B</b>	Statutory Fees					
	<b>Grand Total</b>					

	<b>Bill of Quantities for Supply,Installation,Testing &amp; Commissioning of Grid Connected Street Lighting in Kajiado North Constituency</b>					
	<b>Kamora-Oloika street</b>					
	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Rate</b>	<b>Kshs</b>	<b>Cts</b>
<b>A</b>	<b>Supply, Install, Test and Commission Street Lighting</b>					
1	Supply & Install 10M round pre-pressed reinforced concrete pole as KS1933 with earthing ferrule C/W mounting bracket pipe and bolts as specified for fitting the lighting system on to the concrete pole c/w accessories as per design. Allow for Transport of poles, Pole Dressing, Hole digging, Erecting & Fittings	20	No.			
2	Supply and install 150W,240V LED street lighting fittings complete with control gear and tubular lamp	20	No.			
3	Supply and install a Standard steel, burglar proof and lockable control pillar mounted at minimum 2.8m above ground with a set of identical keys to the boxes with : a) 30A, 240V 4 Pole Contactor with Antisurge b) 80A SPN switch fuse c) 24h Timer Switch with min 200h reserve running mechanism d) 100A SP 500mA residual current circuit	2	No.			



	breaker with overload protection e) 100A 4-way SPN Consumer Unit					
4	Earthing comprising of 10.0mm <sup>2</sup> earth lead cable and 1800mm long x 15mm diameter copper earth electrode with a driving tip and clamp in a 300mm by 300mm concrete manhole with removable cover. Earthing to be at every control pillar and every third pole interval. Earthing resistance not to exceed 3 ohms	10	No.			
5	Supply and install 10.0mm sq Aerial Bundled Cable	1800	M			
6	Allow for final connection to the luminaries in 1.5mm sq TWE PVC insulated Copper cable	20	M			
7	Allow for testing and commissioning	1	Item			
8	Allow for Routine Inspection and maintenance for 1 Year	1	Item			
9	Mains Electricity Connection Fees	2	No.			
	<b>Sub Total</b>					
	ADD 16% VAT					
	<b>Total</b>					
<b>B</b>	<b>Statutory Fees</b>					
	<b>Grand Total</b>					

	<b>Bill of Quantities for Supply, Installation, Testing &amp; Commissioning of Grid Connected Street Lighting in Kajiado North Constituency</b>					
	<b>Hellena road-Bridge</b>					
	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Rate</b>	<b>Kshs</b>	<b>Cts</b>
<b>A</b>	<b>Supply, Install, Test and Commission Street Lighting</b>					

1	Supply & Install 10M round pre-pressed reinforced concrete pole as KS1933 with earthing ferrule C/W mounting bracket pipe and bolts as specified for fitting the lighting system on to the concrete pole c/w accessories as per design. Allow for Transport of poles, Pole Dressing, Hole digging, Erecting & Fittings	16	No.			
2	Supply and install 150W,240V LED street lighting fittings complete with control gear and tubular lamp	16	No.			
3	Supply and install a Standard steel, burglar proof and lockable control pillar mounted at minimum 2.8m above ground with a set of identical keys to the boxes with : a) 30A, 240V 4 Pole Contactor with Antisurge b) 80A SPN switch fuse c) 24h Timer Switch with min 200h reserve running mechanism d) 100A SP 500mA residual current circuit breaker with overload protection e) 100A 4-way SPN Consumer Unit	1	No.			
4	Earthing comprising of 10.0mm <sup>2</sup> earth lead cable and 1800mm long x 15mm diameter copper earth electrode with a driving tip and clamp in a 300mm by 300mm concrete manhole with removable cover. Earthing to be at every control pillar and every third pole interval. Earthing resistance not to exceed 3 ohms	8	No.			
5	Supply and install 10.0mm sq Aerial Bundled Cable	1440	M			
6	Allow for final connection to the luminaries in 1.5mm sq TWE PVC insulated Copper cable	16	M			
7	Allow for testing and commissioning	1	Item			
	Allow for Routine Inspection and maintenance for 1 Year	1	Item			
8	Mains Connection Fees	1	No.			
	<b>Sub Total</b>					
	ADD 16% VAT					
	<b>Total</b>					
<b>B</b>	Statutory Fees					
	<b>Grand Total</b>					

### Summary Lot 1: Kajiado North Grid Connected Streetlights

Item	Project Name	No. of Lights	Quoted Amount
1	Saitoti-Tuweso Street	10	
2	Kamora-Oloika street	20	
3	Hellena road-Bridge	16	
	<b>Total</b>	<b>46</b>	

**NOTE:**

1. In case of discrepancy between unit price and total price, the unit price shall prevail
2. Bidders shall be required to charge uniform/same prices per street light.

### **SECTION VIII: STANDARD FORMS**

#### Letter of Application

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

### **LETTER OF APPLICATION**

**RFX No.**

**Date:**

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

Ladies and Gentlemen,

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

Yours sincerely,

Name of Candidate\_\_\_\_\_

Name and Capacity of authorized person signing the Application\_\_\_\_\_

Signature of authorized person signing the Tender \_\_\_\_\_ Stamp

or Seal of Candidate

**NOTES:-**

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

## TENDER QUESTIONNAIRE

Please fill in block letters.

Full names of tenderer

.....

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

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

Telex address of tenderer.....

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

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

.....

.....

\_\_\_\_\_  
Signature of Tenderer

Make copy and deliver to: \_\_\_\_\_(*Name of Employer*)

## DECLARATION FORM

Date \_\_\_\_\_

To: **Rural Electrification and Renewable Energy Corporation**

Ground Floor: Kawi House, South C

P.O. 34585 – 00100

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 the firm or company is not a person within the meaning of paragraph 3.2 of ITT (Eligible Tenderers) of the Instruction to Bidders.

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

## **CONFIDENTIAL BUSINESS QUESTIONNAIRE**

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

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

### **Part 1 – General**

Business Name: .....

Location of business premises; ..... Country/Town .....

Plot No..... Street/Road .....

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

Nature of Business.....

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

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

Name of your bankers.....

Branch.....

### **Part 2 (a) – Sole Proprietor**

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

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

\*Citizenship details .....

### **Part 2 (b) – Partnership:**

**Give details of partners as follows:**

<i>Name in full</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>
---------------------	--------------------	----------------------------	---------------

1.....			
--------	--	--	--

2.....

3.....

***Part 2(c) – Registered Company:***

Private or public.....

State the nominal and issued capital of the Company-

Nominal Kshs.....

Issued Kshs.....

Give details of all directors as follows:

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

1.....

2.....

3.....

4.....

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

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

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

I certify that the information given above is correct.

..... (Signature)      ..... (Date)      ..... (Title)

\* Attach proof of citizenship



## STATEMENT OF FOREIGN CURRENCY REQUIREMENTS

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

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

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

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

Currency in which foreign exchange element is required:

.....

Date: The ..... Day of ..... 20.....

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

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

---

(Signature of Tenderer)

## FORM OF TENDER

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

Dear Sir,

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

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

Witness; Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

## APPENDIX TO FORM OF TENDER

(This appendix forms part of the tender)

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

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

## MANUFACTURER'S WARRANTY FORM

**To Be Submitted On Manufacturer's Letterhead)**

**To:**

**Rural Electrification and Renewable Energy Corporation**

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

P.O. 34585 – 00100

NAIROBI,

KENYA

**RE: MANUFACTURER'S WARRANTY FOR GOODS REQUIRED UNDER TENDER NO**

**..... TO BE SUPPLIED BY .....**

*(Indicate your name or the supplier you have authorized)*

### **WE HEREBY WARRANT THAT:**

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

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

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

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

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

### **NOTES TO TENDERERS AND MANUFACTURERS**

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

## **MANUFACTURER’S AUTHORIZATION FORM**

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

**Rural Electrification and Renewable Energy Corporation**

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

P.O. 34585 – 00100

NAIROBI,

KENYA

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

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

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

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

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

### **NOTES TO TENDERERS AND MANUFACTURERS**

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

## LETTER OF ACCEPTANCE

To: \_\_\_\_\_ [date]  
          \_\_\_\_\_  
          *[name of the Contractor]*  
\_\_\_\_\_  
          *[address of the Contractor]*

Dear Sir,

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

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

Authorized Signature.....

Name and Title of Signatory.....

Attachment: Agreement

## FORM OF AGREEMENT

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

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

\_\_\_\_\_ of [or whose registered office is situated at] \_\_\_\_\_

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

WHEREAS THE Employer is desirous that the Contractor executes

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

NOW THIS AGREEMENT WITNESSETH as follows:

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

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

Letter of Acceptance

Form of Tender

Conditions of Contract Part I

Conditions of Contract Part II and Appendix to Conditions of Contract

Specifications

Drawings

Priced Bills of Quantities

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

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

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

The common Seal of \_\_\_\_\_

Was hereunto affixed in the presence of \_\_\_\_\_

Signed Sealed, and Delivered by the said \_\_\_\_\_

Binding Signature of Employer \_\_\_\_\_

Binding Signature of Contractor \_\_\_\_\_

In the presence of (i) Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

[ii] Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_



## FORM OF TENDER SECURITY

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

KNOW ALL PEOPLE by these presents that WE ..... having our registered office at .....(hereinafter called “the Bank”), are bound unto .....(hereinafter called “the Employer”) in the sum of Kshs..... for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents sealed with the Common Seal of the said Bank this ..... Day of .....20..... THE

CONDITIONS of this obligation are:

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

Or

- b) If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:

- I. Fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
- II. Fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;
- III. Rejects a correction of an arithmetic error in the tender.

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

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

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

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

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

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

**(Amend accordingly if provided by Insurance Company)**

## PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

To: \_\_\_\_\_(Name of Employer) \_\_\_\_\_(Date)  
\_\_\_\_\_(Address of Employer)

Dear Sir,

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

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

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

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

(Amend accordingly if provided by Insurance Company)

## BANK GUARANTEE FOR ADVANCE PAYMENT

To: \_\_\_\_\_ *[name of Employer]* \_\_\_\_\_ *(Date)*  
\_\_\_\_\_ *[address of Employer]*

Gentlemen,

Ref: \_\_\_\_\_ *[name of Contract]*

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

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

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

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

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

Yours faithfully,

Signature and Seal \_\_\_\_\_

Name of the Bank or financial institution \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

Witness: Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

*(FULL PARTICULARS)*

\_\_\_\_\_  
\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER