



**Rural Electrification and Renewable Energy
Corporation**

**TENDER FOR PROVISION OF REPAIRS AND
MAINTENANCE SERVICES FOR FORKLIFTS,
TELELOGGERS AND GENERATORS 2020-2023 PERIOD**

SEPTEMBER 2020

(E-PROCUREMENT SYSTEM)

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

All bidders are advised to read carefully this tender document in its entirety before making any bid. **(Ensure to read the appendix to instructions to tenderers)**

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SECTION I - TENDER NOTICE

RFX No. 1000000479

The Rural Electrification and Renewable Energy Corporation invites tenders from interested firms to bid for **Provision of Repairs and Maintenance Services for Forklifts, Tele-loggers and Generators 2020-2023 Period; Tender Closing/Opening date 30th September 2020 at 10.00am**

1. Tender documents detailing the requirements may be viewed at REREC E- Procurement Web Portal found on the REREC website (www.rerec.co.ke) beginning on **8th September, 2020**
2. Bidders who are interested in bidding for this tender **MUST** ensure that they are registered in REREC SAP SRM system and have set up their page. Please ensure compliance to the following
 - a) Each company must have two user accounts; **Admin Account** and **Employee Account**. Ensure that the following roles are **NOT ASSIGNED** to the employee; Employee Administrator and Supplier Master Data manager.
 - b) Ensure that the admin account and employee account does not share same email address.
 - c) Ensure that the Employee user name is between 4 and 12 characters.
 - d) It is a Mandatory requirement that all Bid Documents/Responses be uploaded to the **COLLABORATION ROOM** in the link with **“RFX Response Number: Company Name”**. Bidders shall not attach their documents at any other Tab of the Portal. Attachments placed elsewhere in the portal shall be declared non-compliant and will not be evaluated.
 - e) Prices **MUST** be entered under item tab of the RFX. The prices entered here shall be similar to the prices in the price/BoQ Schedule and shall form part of the evaluation criteria.
 - f) For the purpose of this tender bidding, the employee account shall be used to submit your RFX responses. Bidders who require clarification from our office should do so strictly 7 days before tender closing.
3. Completed Tenders are to be saved as PDF documents marked with the Tender Number and Description and submitted through the REREC E-Procurement Web Portal found on the REREC website (www.rerec.co.ke) so as to be received on or before **30th September 2020 at 10.00am**
4. Tenders will be opened electronically promptly thereafter in REREC Procurement Office at Kawi House, Ground Floor. Opening schedule will be sent electronically to all the bidders who participated in the tender.
5. 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.

RURAL ELECTRIFICATION AND RENEWABLE ENERGY CORPORATION

SECTION II - TENDER SUBMISSION DOCUMENTS

2.0. The following documents shall form part of documents to be uploaded

No.	Item Descriptions	Tick
1.	Tender security	
2.	Certified copy of Company or Firm's Registration Certificate	
3.	A copy of Valid Tax Compliance Certificate	
4.	A copy of ePIN certificate with income and VAT obligations	
5.	Dully completed and signed Confidential Business Questionnaire	
6.	A copy of CR12 form from registrar company for Limited Companies not more than 3 months old from tender closing.	
7.	Dully completed and signed Declaration Form(s) duly completed and signed.	
8	Tender Form and statement of tenderers form duly completed, signed and that the Tender is valid for the period required	
9.	Experience form duly completed and signed.	
10.	Certified copies of Audited accounts of the company for the last two financial years (Certified by a registered Certified Public Accountant) or Six months certified bank statement	
11.	Updated Company profile showing past experiences in the Repair of Forklifts, Tele-loggers and Generator Repairs and Maintenance;	
12	Professional Registration Certificate for Repair of Forklifts, Tele-loggers Repairs and Maintenance; <ul style="list-style-type: none"> • Must be registered, and to attach trade test certificates and certificate of competency for key staff • Generator Maintenance – ERC Registered in both Mechanical and Electricals 	

SECTION III INSTRUCTIONS TO TENDERERS (ITT)

3.1 Definitions

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

- a) *Any reference to any Act shall include any statutory extension, amendment, modification, re-amendment or replacement of such Act and any rule, regulation or order made there-under.*
- b) *“Date of Tender Document” shall be the **start date** specified on the REREC tendering portal.*
- c) *“Day” means calendar day and “month” means calendar month.*
- d) *“KEBS” wherever appearing means the Kenya Bureau of Standards or its successor(s) and assign(s) where the context so admits.*
- e) *“KENAS” wherever appearing means the Kenya National Accreditation Service or its successor(s) and assign(s) where the context so admits*
- f) *“PPRA” wherever appearing means The Public Procurement Regulatory Authority or its successor(s) and assign(s) where the context so admits.*
- g) *Reference to “the tender” or the “Tender Document” includes its appendices and documents mentioned hereunder and any reference to this tender or to any other document includes a reference to the other document as varied supplemented and/or replaced in any manner from time to time.*
- h) *“The Procuring Entity” means Rural Electrification And Renewable Energy Corporation or its successor(s) and assignee(s) where the context so admits (hereinafter abbreviated as REREC).*
- i) *“The Tenderer” means the person(s) submitting its Tender for the supply, installation and commissioning (where applicable) of the goods in response to the Invitation to Tender.*
- j) *Where there are two or more persons included in the expression the “Tenderer”, any act or default or omission by the Tenderer shall be deemed to be an act, default or omission by any one or more of such persons.*
- k) *Words importing the masculine gender only, include the feminine gender or (as the case may be) the neutral gender.*
- l) *Words importing the singular number only include the plural number and vice-versa and where there are two or more persons included in the expression the “Tenderer” the covenants, agreements and obligations expressed to be made or performed by the Tenderer shall be deemed to be made or performed by such persons jointly and severally.*
- m) *REREC’s “authorized person” shall mean its CEO who is designated by the PPAD Act 2015 to exercise such power, authority or discretion as is required under the tender and any contract arising therefrom, or such other REREC staff delegated with such authority.*
- n) *Citizen bidders-means a person/firm wholly owned and controlled by person(s) who are citizens of Kenya.*

o) *Local bidders- a firm shall be qualified as a local bidder if it is locally owned and registered in Kenya.*

p) *Youth, women and Persons with Disability as per the Acts is used to mean*

Person with Disability - means a person with disability who has attained the age of eighteen years and includes a company, association or body of persons, corporate or unincorporated in which at least seventy percent of the shareholders, members or persons and a majority of the directors are persons with disability

Woman - means a person of the female gender who has attained the age of eighteen years and includes a company, association or body of persons, corporate or unincorporated in which at least seventy percent of the shareholders, members or persons and a majority of its directors are of the female gender.

Youth - means a person who has attained the age of eighteen years and has not attained the age of thirty-five years and includes a company, association or body of persons, corporate or unincorporated in which at least seventy percent of shareholders are persons who have attained the age of eighteen years and have not attained the age of thirty-five years.

3.2 Eligible Tenderers

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

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

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

Successful Tenderers shall provide the Goods, services and Works in accordance with this tender and the ensuing contract.

3.2.2 In addition the tenderer shall be considered ineligible to bid, where in case of a corporation, private company, partnership or other body, the tenderer, their spouse, child or sub-contractor has substantial or controlling interest and is found to be in contravention of the provisions of section 3.2.1 above.

- 3.2.3 Despite the provisions of section 3.2.1 and 3.2.2, a tenderer having a substantial or controlling interest shall be eligible to bid where—
- (a) such tenderer has declared any conflict of interest; and
 - (b) Performance and price competition for that good, work or service is not available or can only be sourced from that tenderer.
- 3.2.4 For the purposes of this paragraph, any relative i.e. spouse(s) and child(ren) of any person mentioned in sub-paragraph 3.2.3 is also ineligible to participate in the tender. In addition, a Cabinet Secretary shall include the President, Deputy President or the Attorney General of GoK.
- 3.2.5 Tenderers shall provide the qualification information statement that the Tenderer (including sub-Contractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by REREC to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation to Tender.
- 3.2.6 Tenderers shall not be under declarations as prescribed at Section VI.
- 3.2.7 Tenderers who are not under these declarations shall complete the Declaration Form strictly in the form and content as prescribed at Section VI.
- 3.2.9 Those that are under the Declaration as prescribed at Section VI whether currently or in the past shall not complete the Form. They will submit a suitable Form giving details, the nature and present status of their circumstances.

3.3 Declarations of Eligibility

- 3.3.1 Bidders shall not be under declarations of ineligibility for corrupt, fraudulent practices or any other reasons prescribed by the PPAD or any other law.
- 3.3.2 Bidders who are not under these declarations shall complete the Declaration Form strictly in the form and content as prescribed at Section VI.
- 3.3.3 Those that are under the Declaration for corrupt and fraudulent practices whether currently or in the past shall not complete the Form. They will submit a suitable Form giving details, the nature and present status of their circumstances.

3.4 Pre-Bid Meeting

- 3.4.1 REREC will conduct a pre-bid meeting. The purpose of the pre-bid meeting shall be to clarify issues and answer any questions that may be raised at that stage. Demonstrate to bidders how to upload their responses.
- 3.4.2 Bidders' designated representative is invited to attend the pre-bid meeting which will take place on at the College of Insurance, Nairobi.
- 3.4.3 The Contractor is requested as far as possible to submit any questions in writing or electronically to reach REREC through the Procurement Manager in address indicated in the Invitation to tender before the pre-bid meeting.

3.4.4 Minutes of the pre-bid meeting including the text of the questions raised and the responses given together with any response prepared after the pre-bid meeting may be transmitted to the downloaders of the Tender Document.

3.4.5 Non-attendance during the pre-bid meeting will not be a cause of disqualification of the Tender.

3.5 Cost of Tendering

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

3.5.2 There are no charges for the Tender Document.

3.6 Obtaining the Tender Document

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

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

3.6.3 A guide to bidding and tender submission is provided as annex to this tender document.

3.7 Clarification of Documents

3.7.1 A prospective contractor requiring any clarification of the Tender Document may notify the Procurement Manager in writing or by post at REREC's address indicated in the Invitation to Tender, at least 7 days before tender opening.

3.7.2 The request for clarification shall also be sent to the following:-

*The Manager, Procurement
Rural Electrification and Renewable Energy Corporation,
P. O. Box 34585 – 00100,
Nairobi, Kenya.
Email: procurement@rea.co.ke*

3.7.3 REREC will respond in writing to any request for clarification of the Tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of Tenders, prescribed by REREC. Written copies of REREC's response (*including an explanation of the query but without identifying the source of inquiry*) will be published in the REREC portal to be accessed by all prospective bidders before tender closing.

3.8 Language of Tender

3.8.1 The Tender prepared by the contractor, as well as all correspondence and documents relating to the tender, exchanged between the contractor and REREC, shall be written in English language.

- 3.8.2 Any printed literature furnished by the contractor may be written in another language so long as they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the Tender, the English translation shall govern. The English translation shall be on the contractor's letterhead and shall be signed by the duly authorized signatory signing the Tender and stamped with the contractor's stamp.

3.9 Tender Form

The contractor shall complete and sign the Tender Form and all other documents furnished in the Tender Document, indicating the Good, services/works to be performed and all information required.

3.9.1 Charges for Services

The contractor shall indicate on the appropriate table labelled as Method of Charging for Good, Services/works the unit prices and rates (where applicable) when called upon to do render such Services.

- 3.9.3 The rates and prices shall be of costs for the Good, Services/works excluding VAT but inclusive of all other taxes and insurances payable.

3.10 Tender Currencies

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

3.11 Conformity of Goods, Services and Works to Tender Documents

- 3.11.1 The Tenderer shall furnish, as part of its tender, documents establishing the conformity to the Tender Document of all goods, services and works that the Tenderer proposes to perform under the contract.
- 3.11.2 The documentary evidence of conformity of the Good, Services/works to the Tender Document may be in the form of literature, drawings, and data, and shall (where applicable) consist of: -
- a) *a detailed description of the essential technical and performance characteristics of the services whether in catalogues, drawings or otherwise,*
 - b) *a list giving full particulars, including available source and current prices of spare parts, special tools and other incidental apparatus necessary for the proper and*

continuing performance of the services for a minimum period of two (2) years following commencement of the provision of the services to REREC, and,

- c) *duly completed Statement of Compliance to REREC's Details of Service demonstrating substantial responsiveness of the service to those Details or, a statement of deviations and exceptions to the provisions of the Details of Service.*

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

- 3.12.1 Where required in the tender, all bidders shall demonstrate ability of performance of the required service in conformity with the Details of Services.
- 3.12.2 REREC or its representative(s) after giving reasonable notice to the bidders shall have the right to inspect/ test the contractor's capacity, equipment, premises, and to confirm their conformity to the tender requirements. This shall include any quality management system. REREC's representative(s) retained for these purposes shall provide appropriate identification at the time of such inspection/ test/ visitation.
- 3.12.3 REREC shall meet its own costs of the inspection/ test. Where conducted on the premises of the bidders (s), all reasonable facilities and assistance, including access to literature and documentation save for clients confidential information shall be furnished to the inspectors at no charge to REREC.
- 3.12.4 Demonstration, Inspection/Test/Visitation Report(s) shall be completed by REREC upon conclusion of the inspection/ tests/ visitations. This Report will be considered prior to appointment.

3.13 Warranty

- 3.13.1 Where required in the Tender, all Tenderers must also provide a Warranty that services to be rendered in the Tenderer's bid have no defect arising from manufacture, materials or workmanship or from any act or omission of the Tenderer that may develop under normal use or application of the services under the conditions obtaining in Kenya.
- 3.13.2 This warranty will remain valid for the period indicated in the special conditions of contract after the services, or any portion thereof as the case may be, have been rendered.

3.14 Preparation and Signing of the Tender

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

- 3.14.2 The authorization shall be indicated by a written Power of Attorney granted by the Tenderer to the authorized person before any of the following persons:-
- a) *For local Tenderers, a Commissioner of Oaths or a Notary Public or a Magistrate of the Kenyan Judiciary.*
- b) *For foreign Tenderers, a Notary Public in the country of the Tenderer.*

In either case above, the Power of Attorney shall accompany the Tender.

- 3.14.3 All pages of the Tender, including un-amended printed literature, shall be initialed by the person or persons signing the Tender and serially numbered.
- 3.14.4 The Tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person or persons signing the Tender.

3.15 Deadline for Submission of Tenders

- 3.15.1 Tenders must be received by REREC by the date and time specified in REREC's tendering portal in PDF form.
- 3.15.2 REREC may, at its discretion, extend this deadline for submission of Tenders by amending the tender documents, in which case all rights and obligations of REREC and the Tenderer previously subject to the initial deadline, will therefore be subject to the deadline as extended.
- 3.15.3 The Authority's e-Procurement System will **NOT** allow upload, submission or any modification of bids after the deadline for tender submission.
- 3.15.4 Bidders are advised to avoid last minute submission as REREC will not take responsibility or be held liable for any responses that are not received on time owing to system processing queues.

3.16 Opening of Tenders

- 3.16.1 REREC shall open all Tenders promptly at the date and time specified in the REREC tendering portal and at the location specified in the Invitation to Tender or as may otherwise be indicated.
- 3.16.2 The Tenderers or their representatives may attend the opening and those present shall sign a register evidencing their attendance.

3.17 Clarification of Tenders and Contacting REREC

- 3.17.1 To assist in the examination, evaluation and comparison of Tenders REREC may, at its discretion, ask the Tenderer for a clarification of its Tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Tender shall be sought, offered, or permitted.
- 3.17.2 The Tenderer is required to provide timely clarification or substantiation of the information that is essential for effective evaluation of its qualifications. It is the responsibility of the Tenderer to provide in writing the clarification or substantiation which should reach REREC within five (5) days from the date of REREC's query. Such writing may include by electronic mail, facsimile or postal mail. Should there be no conclusive response within this period, it shall result in the Tenderer's disqualification.
- 3.17.3 Any effort by a Tenderer to influence REREC in its decisions on tender evaluation, tender comparison, tender recommendation(s) or signing of Agreement may result in the disqualification of the Tenderer.

3.18 Tender Evaluation Period

- 3.18.1 The Evaluation Committee may conduct and complete evaluation of the tender within thirty (30) days of the validity period.
- 3.18.2 Notwithstanding the above, the evaluation period as stated in the Evaluation Criteria may be extended by REREC but in any event such evaluation will not exceed twenty one (21) days in the validity period of the tender.

3.19 Termination of Procurement Proceedings

- 3.19.1 REREC may at any time terminate procurement proceedings before Notice of Appointment or Rejection and shall not be liable to any person for the termination.
- 3.19.2 REREC shall give prompt notice of the termination to the bidders, and, on request from any law firm, give its reasons for termination within fourteen (14) days of such request.

3.20 Corrupt or Fraudulent Practices

- 3.20.1 REREC requires that bidders observe the highest standard of ethics during the procurement process and execution of contracts. When used in the present Regulations, the following terms are defined as follows: -
- a) *“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of public official in the procurement process or in contract execution;*
 - b) *“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of REREC, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive REREC of the benefits of free and open competition.*
3. 20.2 REREC will nullify its notification of award if it determines that the contractor recommended has engaged in corrupt or fraudulent practices in competing for the contract in question.
3. 20.3 Further, a Tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

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.	3.2.1 Eligible Tenderers	<i>Open to Local bidders.</i>
2.	3.3.1 Origin of Eligible goods	<i>Open</i>
3.	3.9 (e) Documents Comprising the Tender – List of Previous Customers	<i>The Tenderer shall submit at least three (3) names customers of similar goods.</i>
4	3.11 Tender Prices	<i>Tendered prices shall be fixed for the period of the contract</i>
5.	3.11.2 Prices on price schedule	<i>Tenderers shall be required to note that they shall be responsible for payment of ALL taxes which includes VAT to the relevant authority.</i>
6	3.11.5 Tender Prices	<i>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. No value shall be entered under the ‘RFX information “Target Value for RFX”</i>
6.	3.13.3 (a) Manufacturer’s Authorization	<i>To be submitted in the form prescribed</i>
7.	3.13.3 (b) Documentary evidence of financial capability	<i>The audited financial statements required must be those that are for two years reported within fifteen (15) calendar months of the date of the tender document.</i>
8.	3.13.3 (c) and (d) Documents of evidence of eligibility	<i>These shall include quality certificates</i>
9.	3.14.3 (a) Catalogues and Brochures	<i>i) a detailed description of the essential technical and performance characteristics that are important for services.</i>
10.	3.15.1 Sample(s)	<i>This is not applicable in this tender.</i>

No.	ITT Reference Clause	Particulars of Appendix
12.	3.17.1 Tender Security	<ul style="list-style-type: none"> i. All bidders <i>shall</i> submit a Tender security 100,000/= should be issued from Insurance Company or Commercial Bank. The bid security shall be scanned and attached to the bid documents to be uploaded in the REREC e-procurement portal. ii. Any Tender not accompanied by the Tender Security will be rejected by REREC as non-responsive. . iii. The original tender security shall be dropped in the tender box situated in Ground Floor Kawi House South C Clearly Marked with the Tender Number on or before the date of tender closing.
	Validity of Tender security	<i>The tender security shall be valid for 30 days after the validity of the tender.</i>
13	3.18 Validity of Tenders	<i>The tender shall be valid for 120 days</i>
14	3.20 Number of Sets of and Tender Format	<i>Bidders shall submit only one Tender Document in the portal which shall be a scan of the original.</i>
15	3.21 Preparation and Signing of the Tender	<i>The Original Tender scanned and submitted through the e-procurement portal shall have all the mandatory forms and attachments signed as required in this Tender document and its specifications.</i>
16	3.22 Sealing and Outer Marking of Tenders	<i>There will be only one document submitted on the e-procurement portal. Bidders shall ensure they upload all the required documents into the portal clearly labelling each submitted document at the Collaboration folder of the portal. no responses shall be attached to the attachments, any such action shall be treated non-responsive, and the attachments shall not be evaluated.</i>
17	3.25 Opening of Tenders	<i>The tender shall be opened electrically in Kawi House South C at the Direction of the Procurement Office.</i>
17	3.32 Exclusive Preferences	<i>Not Applicable, reserved for locals</i>
18	3.36.2 Award of Contract	<i>The award of the contract shall be per region to the lowest evaluated bidder per region.</i>

SECTION IV: Part A; PRICE SCHEDULE

In quotation please ensure that you quote in your region since REREC will not pay extra mileage allowance for jobs outside your geographical locations. Kindly indicate your region in the table. Fill one table per region. **The prices to be valid for the contract period.**

REGION NAME:

A. FORKLIFTS-Hyster 3tonnes and 5tonnes Hundai 3tonnes and 5tonnes		UoM	Quantity	Unit Price vat Inclusive Kshs.
1	Batteries Size 120	No.	1	
2	Engine oil	5Litre	1	
3	Hydraulic Oils	Litre	1	
4	ETF Oils	Litre	1	
5	Solid tyre fitting/ replacement.	4No.	1	
6	Radiator repairs	No	1	
7	Maintenance kits/ alien keys set	No.	1	
8	Seat covers repairs.	No.	1	
9	Odometer sets/dash board	No.	1	
10	Release guns	No.	1	
11	Jerks 5 tones	No.	1	
12	Gear Selector	No.	1	
13	Full Service charges after service hours reached	Activity	1	
Total Quote A				

B. TELELOGGER – Bell Logger

1	Batteries size 120 (one sided pins)	No.	1	
2	Grapple/ grabber repairs service	No.	1	
3	Hub repairs	No.	1	
4	Maintenance kits sets	No.	1	
5	Jerks 10 tones	No.	1	
6	Service Kits	No.	1	
7	Hydraulic pipe - 53DM -6 WP 20, 7 MPA 3000 PSI SAE 199R18 10MM	No.	1	
8	Hydraulic Pipe - 471CTC -10, WP 25,0 MPA 3625 PSI MSHA IC -40/26.	No.	1	
9	Operating livers	No.	1	
10	Starters/alternators	No.	1	
11	Air cleaners	No.	1	
12	Hydraulic seals	No.	1	
13	Loggers sound proof masks	No.	1	
14	Rim studs	No.	1	
15	Full Service Charges after service hours reached	Activity	1	
Total Quote B				

C. GENERATORS

KAWI: 725 kva Cummins Mod. KTA38-G2
 MSA RD - YANAN POWER GENERATOR
 KISUMU HUGY 60 DS Silence generator and
 LISTER LLP5

1	Generator Battery.	No.	1	
2	Generator Starter	No.	1	
3	Fuel filters.	No.	1	
4	Coolant filters/cooling system.	No.	1	
5	Air filters/the exhaust system.	No.	1	
6	Lubrication oil system.	No.	1	
7	Full Service Kit	No.	1	
8	Full Service	Activity	1	
Total Quote C				
Total Quote for A, B and C to be transferred to items tab of the RFx				

The make for our generators are as follows

Part B; PRICE SHEDULE - SELECTION OF REGIONS

In region selection please tick your local region since REREC will not pay extra mileage allowance for jobs outside your geographical locations.

No	Region	Select Region (Tick where appropriate)	Indicate Distance (Kms) from your garage/offices to REREC Store
1	Kisumu Main Store	<input type="checkbox"/>	
	Kisumu Awasi Store	<input type="checkbox"/>	
2	Nairobi and Environs Region	<input type="checkbox"/>	
3	Mombasa and Environs Region	<input type="checkbox"/>	
4	Nyeri Store	<input type="checkbox"/>	
	Makuyu Store	<input type="checkbox"/>	

PART C: MILEAGE CHARGES WITHIN A REGION

Mileage Charges below per Kilometer are only for Parts to be taken to workshop for repair and return to the store for fitting near the storage location

Region	Distance to store	Mileage Charge per Kilometer
Kisumu Main Store		
Kisumu Awasi Store		
Nairobi Store		
Mariakani Store		
Nyeri Store		
Makuyu Store		

SECTION V: EVALUATION CRITERIA

4.1 TENDER PRELIMINARY EVALUATION

EVALUATION OF APPLICATIONS

The REREC will evaluate all tender applications, basing Evaluation on the information provided on the following mandatory requirements:

- 1) Confirmation of submission of tender security that is for 150days.
- 2) Legal status of applicant, attach Firm's Certificate of Registration from registrar of companies (including memorandum and articles of association)
- 3) Confirmation of Submission of certified copy of a Valid Tax Compliance Certificate and ePIN certificate with both VAT and Income Obligations from KRA.
- 4) Confirmation of Submission of certified copy of CR12 form from registrar company for Limited Companies not more than 3 months old from tender closing.
- 5) Submission and considering the Confidential Business Questionnaire duly completed signed and stamped.
- 6) Submission of Declaration Form(s) duly completed signed and stamped.
- 7) Submission and considering tender form and statement of tenderers form duly completed, signed and that the Tender is valid for the period required
- 8) Submission and considering experience form duly completed, signed and stamped
- 9) Submission of up to date Company Profile showing past experiences in the Repair of Forklifts, Tele-loggers and Generator Repairs and Maintenance;
- 10) Confirmation of submission of Professional Registration Certificate for the following Categories being applied for:
 - Repair of Forklifts, Tele-loggers Repairs and Maintenance; Must be registered with Ministry of works, and to attach trade test certificates and certificate of competency for key staff
 - Generator Maintenance – ERC Registered in both Mechanical and Electricals
- 11) List of competent staff attaching evidence of employment with the bidder or agents.
- 12) Financial Status. (Audited accounts for the latest two (2) financial years duly certified and signed by a Chartered or a certified Public accountant) or 6 months' bank Statement certified by the issuing bank

OTHER EVALUATION CRITERIA

No.	Evaluation Criteria
1	Qualifications a) Certification by regulatory/affiliation bodies (attach copy) b) State number of competent staff available for the services c) Attach any quality standards certifications d) Provide qualifications and experience of key personnel (attach CVs)
2	Experience: a) Number of years in the business ideal is two years and above b) List (and provide evidence) of 3 major current references with their contacts within the last two years for organizations of similar nature.
3	Physical Facilities: a) Provide evidence of availability of office premise/workshop space (copy of title deed, lease/tenancy agreement or utility bill). b) Provide evidence and inventories of tools & equipment c) Provide evidence of mobility

No.	AREA OF INTEREST	MANDATORY REQUIREMENT
3	Supply of Forklifts and Loggers Spare parts	<ul style="list-style-type: none"> • <i>Provide evidence of agreements with manufacturer or dealers or ownership of the spares warehouses/outlets</i>
4	Supply of Forklifts and Loggers Lubricants, Batteries and Accessories	<ul style="list-style-type: none"> • <i>Provide evidence of dealership agreements or Letters of reference from past 3 supplies contracts for these items if a dealer.</i>
6	Generator Maintenance, repairs and Supply of parts/Accessories	<ul style="list-style-type: none"> • <i>Provide evidence of ownership of workshop, tools, competent staff (attach employment contracts & testimonials of staff)</i> • <i>Provide registered with professional bodies for Mechanical and Electricals staff.</i>

SECTION VI – General Conditions of Contract

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

6.1 Definitions

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

- a) *“Day” means calendar day and “month” means calendar month.*
- b) *“The Contract” means the agreements entered into between REREC and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.*
- c) *“The Contract Price” means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligations.*
- d) *“The Goods” includes all of the equipment, machinery, and or other materials, which the Supplier is required to supply to REREC under the contract.*
- e) *“The Procuring Entity” means The Rural Electrification and Renewable Energy Corporation or its successor(s) and assign(s) where the context so admits (hereinafter abbreviated as REREC).*
- f) *“The Supplier” means the individual or firm supplying the goods under this contract or his/ her/ its permitted heir(s), personal representative(s), successor(s) or permitted assign(s) where the context so admits. For the avoidance of doubt this shall mean the successful Tenderer(s) pursuant to the tender.*
- g) *Wherever used in the contract, “delivery” shall be complete or be deemed to be complete, unless the circumstances indicate otherwise, when the goods have been inspected and tested in accordance with the Contract and where REREC does not signify its approval to the Supplier, but retains the goods without giving notice of rejection, on the expiration of thirty (30) days from date of documented receipt by the duly authorized representative of REREC, of the goods, at REREC stores or other indicated site.*

6.2 Application

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

6.3 Country of Origin

- 6.3.1 For purposes of this clause, “Origin” means the place where the goods were mined, grown, or produced.
- 6.3.2 The origin of Goods and Services is distinct from the nationality of the Supplier.

6.4 Standards

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

6.5 Use of Contract Documents and Information

- 6.5.1 The Supplier shall not, without REREC’s prior written consent, disclose the contract, or any provision thereof or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of REREC in connection therewith, to any person other than a person employed by the Supplier in the performance of the contract.
- 6.5.2 The Supplier shall not, without REREC’s prior written consent, make use of any document or information enumerated in clause 6.5.1 above.
- 6.5.3 Any document, other than the contract itself, enumerated in clause 6.5.1 shall remain the property of REREC and shall be returned (including all copies) to REREC on completion of the Supplier’s performance under the contract if so required by REREC.

6.6 Patent Rights

The Supplier shall indemnify REREC against all third party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods of any part thereof in REREC’s country.

6.7 Performance Security

- 6.7.1 Within twenty one (21) days of the date of the notification of contract award, the Supplier shall furnish to REREC the Performance Security which shall be either one or a combination of the following:-
- a) an original Bank Guarantee that is strictly in the form and content as prescribed in the Performance Security Form (Bank Guarantee) in the Tender Document.
 - b) Confirmed Standby Letters of Credit (LC). All costs, expenses and charges levied by all banks party to the LC including confirmation charges shall be prepaid by the successful Tenderer. Certain mandatory conditions of the LC shall be as prescribed in the Performance Security Form (LC) in the Tender Document.
- 6.7.2 The Performance Security shall be issued by a commercial bank licensed by the Central Bank of Kenya. The bank must be located in Kenya.

- 6.7.3 The Performance Security shall be the sum of ten percent (10%) of the contract price. It shall be in the currency of the contract price.
- 6.7.4 Failure of the Supplier to furnish the Performance Security, the award shall be annulled and the Tender Security forfeited, in which event REREC may notify the next lowest evaluated Tenderer that its Tender has been accepted.
- 6.7.5 The proceeds of the Performance Security shall be payable to REREC as compensation for any loss resulting from the Supplier's failure to comply with its obligations in accordance with the contract without REREC being required to demonstrate the loss it has suffered.
- 6.7.6 The Performance Security shall be valid for a minimum of sixty (60) days after satisfactory delivery for both Foreign and Local Suppliers.
- 6.7.7 REREC shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the Supplier to sensitize its issuing bank on the need to respond directly and expeditiously to queries from REREC. The period for response shall not exceed five (5) days from the date of REREC's query. Should there be no conclusive response by the Bank within this period, such Supplier's Performance Security may be deemed as invalid and the Contract nullified, unless information to the contrary is received by REREC two (2) days before the expiry of the Supplier's Tender Security.
- 6.7.8 Subject to the provisions of this contract, the Performance Security will be discharged by REREC and returned to the Supplier not earlier than thirty (30) days following the date of completion of the Supplier's obligations under the contract, including any warranty obligations, under the contract.

6.8 Approval before Manufacture

- 6.8.1 All technical details and design drawings for the items to be supplied shall be submitted by the Supplier to REREC for approval before manufacture.
- 6.8.2 Should the Supplier fail to observe this condition of approval before manufacture, REREC may decline to accept the goods, or the Supplier shall either replace them or make alterations necessary, but in any case, REREC shall incur no liability howsoever.

6.9 Inspection and Tests

- 6.9.1 REREC or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract specifications. REREC shall notify the Supplier in writing in a timely manner, of the identity of any representative(s) retained for these purposes.
- 6.9.2 Prior to the manufacture or production of the goods on order, REREC reserves the right to inspect the manufacturing or production facility and the quality management system. The manufacturer or producer shall meet the cost of routine inspection while REREC shall meet

- the cost of air travel to the nearest airport and accommodation of three of its nominated officers inspecting and witnessing tests.
- 6.9.3 It is the responsibility of the Supplier to confirm if this right is to be exercised. Such visit and or inspection shall in no way prejudice REREC's rights and privileges.
- 6.9.4 Upon completion of manufacturing or production process, REREC reserves the right to send three of its nominated officers to inspect the goods on order at the place of manufacture where inspection and acceptance tests as per tender specifications shall be carried out in their presence. Tests shall be done in accordance with the test standard(s) given in the Technical Specification of the goods on order.
- 6.9.5 The manufacturer or producer shall meet the cost of tests as per tender specifications while REREC shall meet the cost of air travel to the nearest airport and accommodation of its three nominated officers inspecting and witnessing the tests.
- 6.9.6 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of production, manufacture, delivery and or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to REREC. In all cases, the equipment used for tests must be validly calibrated by the national standards body and a copy (ies) of the calibration certificate(s) must be submitted with the test report(s).
- 6.9.7 Complete test report(s) for all the goods as per Tender Specifications shall be submitted to REREC for approval before packaging and shipment. No material or goods shall be shipped or delivered without written approval from REREC.
- 6.9.8 Should any inspected or tested goods fail to conform to the specifications, REREC shall reject the goods, and the Supplier shall either replace the rejected goods or make alterations necessary to meet specification requirements free of cost to REREC. The period for replacement or alterations together with delivery to REREC shall be fourteen (14) days or as may otherwise be specified in the notice of rejection.
- 6.9.9 The Supplier shall collect the rejected goods within fourteen (14) days from the date of notification of rejection. If the rejected goods are not collected within this period, the goods will be disposed of by REREC guided by the Disposal of Uncollected Goods Act, Chapter 38 of the Laws of Kenya.
- 6.9.10 notwithstanding any previous inspection(s) and test(s) REREC shall inspect and may test the goods upon arrival at the indicated site. Where REREC inspects and rejects the goods after the goods arrival, REREC shall claim from the Supplier the full cost of the goods including delivery charges to REREC Stores or other indicated site and other incidental costs incurred in relation thereof.

- 6.9.11 REREC's right to inspect, test and where necessary, reject the goods after their arrival shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by REREC or its representative(s) prior to the goods delivery.
- 6.9.12 For the avoidance of doubt, any acknowledgement by REREC on the Supplier's or sub-contractor's document shall not be conclusive proof or evidence of satisfactory delivery without duly authorized approval by REREC.
- 6.9.13 Nothing in clause 7.9 shall in any way release the Supplier from any warranty or other obligations under this Contract.

6.10 Pre-Shipment Verification of Conformity (PVoC)

- 6.10.1 All Suppliers of imported goods and or products must obtain a Certificate of Conformity issued by an authorized KEBS appointed partner prior to shipment.
- 6.10.2 The Certificate is a mandatory customs clearance document in Kenya. KEBS has appointed, Global Inspections South Africa (Pty) Ltd, (GSIA), China Certification and Inspection (Group) Company Ltd (CCIC), Agency Societe Generale de Surveillance S.A. (SGS) and INTERTEK, to perform the PVoC programme on their behalf depending on the country of supply origin. The cost of pre-shipment verification shall be borne by the Supplier.

6.11 Packaging and Labelling

- 6.11.1 The Supplier shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract.
- 6.11.2 The method of packaging, labeling and marking shall comply strictly with such special requirements as shall be specified and attached to the Tender and particular Order.
- 6.11.3 The labelling, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract.
- 6.11.4 The goods shall be packed in good condition suitable for sea/air/road/rail dispatch. Hazard in transit to the final destination shall include rough handling and storage in tropical conditions.
- 6.11.5 The Supplier shall enclose a packing list in each package and all documents relating to the Order shall show the Stores Code Number detailed against the items.
- 6.11.6 The Supplier shall ensure that all cases or packages shall be marked (painted) with bright pink bands five (5) inches in width so as to form a diagonal cross on every face. All bundles and pieces must bear a conspicuous bright pink colour mark to ensure identification in any position in which they may appear on un-loading.

6.11.7 The Supplier shall ensure that all lettering shall be no less than seven decimal five centimetres (7.5cm) or three inches (3”) high and each package shall be marked with the shipping marks indicating the supplier or supplier’s agent as the consignee.

6.12 Delivery and Documents for Foreign Goods

6.12.1 Delivery and or shipment of the goods shall be made by the Supplier to the place and in accordance with the terms specified by REREC in its Schedule of Requirements.

6.12.2 For imported goods, upon shipment, the Supplier shall notify REREC and the insurance company, by paper mail or facsimile the full details of the shipment including Order number, description of goods, quantity, the vessel, the airway bill number and the date, port of discharge. The Supplier shall courier, one copy to REREC and another to the insurance company, a set of the following documents: -

- a) *The Supplier’s invoice showing the goods description, quantity, unit price, total amount*
- b) *Non-negotiable airway bill or bill of lading*
- c) *Packing list identifying contents of each package*
- d) *Insurance certificate, where applicable*
- e) *Manufacturer’s and or Supplier’s credit number, Type Test and or Test Reports and their respective Certificates and REREC’s Official Order number shall be quoted on the shipping documents*
- f) *Approved drawings, brochures, catalogues and technical details*
- g) *Inspection Certificate issued by the nominated inspection agency, as per Clause 7.10 PVoC, and the Supplier’s inspection report*
- h) *Summary of Acceptance Test reports signed and approved by REREC for the items offered, and,*
- i) *Certificate of Origin of the goods.*

6.12.3 It is the responsibility of the Supplier to ensure shipping documents are received by REREC at least one (1) week before the vessel docks or lands.

6.12.4 Any goods or products supplied without timely delivery or submission of the above mentioned shipping documents will not be released to importers until their quality is determined and will be held at the Supplier’s expense.

6.12.5 Any late submission of shipping documents shall be treated as part of non-performance on the part of the Supplier and the Procurement Entity shall be entitled to call up the Performance Security. In addition REREC shall upon demand, be entitled to receive any other amounts in excess including demurrage costs.

6.13 Delivery and Documents for Domestic Goods

- 6.13.1 Delivery of the goods shall be made by the Supplier to the place and in accordance with the terms specified by REREC in its Schedule of Requirements.
- 6.13.2 The Supplier shall notify REREC of the full details of the delivered goods by delivering together with the goods a full set of the following documents:-
- a) *Copies of the Supplier's invoice showing the goods description, quantity, unit price and total price*
 - b) *Delivery note*
 - c) *Manufacturer's and or Supplier's warranty certificate*
 - d) *Packing list identifying contents of each package*
- 6.13.3 It is the responsibility of the Supplier to ensure that the delivery documents are received by REREC at the designated delivery point at the time of delivery.
- 6.13.4 Any late or non-submission of the delivery documents shall be treated as part of non-performance on the part of the Supplier and REREC shall be entitled to call up the Performance Security.

6.14 Transportation

- 6.14.1 Where the Supplier is required under the contract to deliver the goods FOB, transport of the goods, up to and including the point of putting the goods on board the vessel at the specified port of loading shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the contract price.
- 6.14.2 Where the Supplier is required under the contract to deliver the goods CFR to Kenya, transport of the goods to the port of discharge or such other point in Kenya as shall be specified in the contract shall be arranged and paid for by the Supplier and the cost thereof shall be included in the contract price.
- 6.14.3 Where the Supplier is required under the contract to deliver the goods CFR, no further restriction shall be placed on the choice of the shipping line and or airline.
- 6.14.4 Where the Supplier is required to effect the delivery under any other terms, for example by post or to another address in the source country, the Supplier shall be required to meet all transport expenses until delivery.
- 6.14.5 In all the above cases, transportation of the goods after delivery shall be the responsibility of the supplier.

6.15 Insurance

- 6.15.1 The goods supplied under the contract shall be fully insured by the Supplier against loss or damage incidental to manufacture, production or acquisition, transportation, storage and

delivery up to the port of loading where the goods are being delivered FOB or the port of discharge or such other point in Kenya as shall be specified in the contract where the goods are being delivered CFR.

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

6.16 Payment

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

- 6.16.2 Payment shall primarily be through REREC's cheque or Real Time Gross Settlement (RTGS) or telegraphic transfer. Where applicable, a copy of a valid Performance Security, stamped, certified as authentic by REREC, shall form part of the documents to be presented to REREC before any payment is made. The terms shall be strictly on Delivered and Duty Paid (DDP) basis.

- 6.16.3 Suppliers who request for a Letter of Credit (*hereinafter abbreviated as LC*) –

- a) *Shall meet all the LC costs. Indicative costs levied by the banks include opening charges (0.25% per quarter), confirmation charges (0.25% flat), settlement (0.25% flat), acceptance charges (0.25% flat) and any amendment charges.*
- b) *Any extension and or amendment charges and any other costs that may result from the Supplier's delays, requests, mistakes or occasioned howsoever by the Supplier shall be to the Beneficiary's account.*
- c) *The maximum number of extensions and amendments shall be limited to two (2).*
- d) *Should the Supplier require a confirmed LC, then all confirmation and any other related charges levied by both the Supplier's and REREC's bank shall be to the Beneficiary's account.*
- e) *The LC shall be opened only for the specific Order within the validity period of the contract.*
- f) *LCs shall be partial for partial performance or full for whole performance as per the contract.*
- g) *The Supplier shall be required to submit a proforma invoice for each lot for use in the placement of order and opening of the LC. The proforma invoice shall be on total DDP basis.*
- h) *A copy of the Performance Security, stamped and certified as authentic by REREC, whose expiry date should not be less than sixty (60) days from the LC expiry date,*

shall form part of the documents to be presented to the Bank before any payment is affected.

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

6.17 Interest

Interest payment by REREC shall be inapplicable in the contract.

6.18 Prices

6.18.1 Subject to clause 7.19 herein-below, prices charged by the Supplier for goods delivered and services performed under the contract shall, be fixed for the period of the contract with no variations.

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

6.19 Variation of Contract

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

- a) *the quantity variation for goods shall not exceed ten percent (10%) of the original contract quantity.*
- b) *the quantity variation must be executed within the period of the contract.*
- c) *The cumulative value of all contract amendments shall not increase the total contract price by more than twenty five percent from the original contract sum.*

6.20 Assignment

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

6.21 Subcontracts

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

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

6.22 Termination of Contract

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

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

6.22.2 REREC by written notice sent to the Supplier may terminate the Contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for REREC's convenience, the extent to which performance, by the Contractor, of the Contract, is terminated and the date on which such termination becomes effective.

6.22.3 For the remaining part of the Contract after termination for convenience, REREC may pay to the Supplier an agreed amount for partially completed satisfactory deliveries.

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

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

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

6.23 Liquidated Damages

Notwithstanding and without prejudice to any other provisions of the contract, if the Supplier fails to deliver any or all of the goods within the period specified in the contract, REREC shall, without prejudice to its other remedies under the contract, deduct from the contract prices, liquidated damages sum equivalent to

0.5% of the delivered or shipment price (whichever is applicable) per day of delay of the delayed items up to a maximum of ten percent (10%) of the delivered price of the delayed goods.

6.24 Warranty

- 6.24.1 The Supplier warrants that the goods 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 contract. The Supplier further warrants that the goods supplied under this contract shall have no defect arising from manufacture, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied goods under the conditions obtaining in Kenya.
- 6.24.2 This warranty will remain valid for one (1) year after the goods, or any portion thereof as the case may be, have been delivered to the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port of loading in the source country, whichever period concludes earlier.
- 6.24.3 REREC shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 6.24.4 Upon receipt of such a notice, the Supplier shall, with all reasonable speed, replace the defective goods without cost to REREC.
- 6.24.5 If the Supplier having been notified fails to remedy the defect(s) within a reasonable period, REREC may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which REREC may have against the Supplier under the contract.

6.25 Resolution of Disputes

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

6.26 Language and Law

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

6.27 Waiver

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

6.28 Force Majeure

6.28.1 *Force majeure* means any circumstances beyond the control of the parties, including but not limited to: -

- a) *war and other hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo;*
- b) *ionizing radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosives or other hazardous properties of any explosive nuclear assembly or nuclear components thereof;*
- c) *rebellion, revolution, insurrection, military or usurped power and civil war;*
- d) *riot, commotion or disorder except where solely restricted to employees servants or agents of the parties;*
- e) *un-navigable storm or tempest at sea.*

6.28.2 Notwithstanding the provisions of the contract, neither party shall be considered to be in default or in breach of its obligations under the contract to the extent that performance of such obligations is prevented by any circumstances of *force majeure* which arise after the Contract is entered into by the parties.

6.28.3 If either party considers that any circumstances of *force majeure* are occurring or have occurred which may affect performance of its obligations it shall promptly notify the other party and provide reasonable proof of such circumstances.

6.28.4 Upon the occurrence of any circumstances of *force majeure*, the Supplier shall endeavour to continue to perform its obligations under the contract so far as is reasonably practicable. The Supplier shall notify REREC of the steps it proposes to take including any reasonable alternative means for performance, which is not prevented by *force majeure*. The Supplier shall not take any such steps unless directed so to do by REREC.

6.28.5 If the Supplier incurs additional costs in complying with REREC's directions under sub clause 7.28.4, then notwithstanding the provisions of the Contract, the amount thereof shall be agreed upon with REREC and added to the contract price.

6.28.6 If circumstances of *force majeure* have occurred and shall continue for a period of twenty one (21) days then, notwithstanding that the Supplier may by reason thereof have been granted an extension of time for performance of the contract, either party shall be entitled to serve upon the other seven (7) days' notice to terminate the Contract. If at the expiry of the period of twenty-eight (28) days, *force majeure* shall still continue, the contract shall terminate.

SECTION VII – Special Conditions of Contract

The Special Conditions of Contract *hereinafter abbreviated as SCC* shall form part of the Conditions of Contract. They are made in accordance with the law and REREC’s guidelines, practices, procedures and working circumstances. They shall amend, add to and vary the GCC. The clauses in this section need not therefore, be completed but must be completed by REREC if any changes to the GCC provisions are deemed necessary. Whenever there is a conflict between the GCC and SCC, the provisions of the SCC shall prevail over those in the GCC.

No.	GCC Reference Clause	Particulars of SCC
1.	5.16.1 Payment – Terms of Payment 5.16.2	<p><i>The credit period shall be thirty (30) days from satisfactory delivery, inspection and acceptance of the items and submission of invoice together with other required and related documents.</i></p> <p><i>Payment shall primarily be through REREC’s cheque or Real Time Gross Settlement (RTGS) or telegraphic transfer. Where applicable, a copy of a valid Performance Security, stamped, certified as authentic by REREC, shall form part of the documents to be presented to REREC before any payment is made. The terms shall be strictly on Delivered and Duty Paid (DDP) basis.</i></p>
2.	7.24.2 Warranty – Period of Period	<p><i>This warranty will remain valid for One (1) after the goods, or any portion thereof as the case may be, have been delivered to the final destination indicated in the contract,</i></p>

SECTION VIII: STANDARD FORMS

FORM 1. TENDER FORM

Rfx No.

Date:

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

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

P.O. 34585 – 00100

NAIROBI, KENYA.

Ladies and Gentlemen,

1. Having read, examined and understood the Tender Document including all Addenda, the receipt of which is hereby duly acknowledged, we, the undersigned Tenderer, offer to participate in the tender for
.....*insert Rfx description*) for the sum of (total in figures).....
(in words) or such other sums as may be ascertained in accordance with the schedule of prices inserted by me/us in accordance and conformity with the said tender document and in particularly the Schedule of Prices that are made part of this Tender.
2. We undertake, if our Tender is accepted, to deliver, install and commission the goods/Services in accordance with the delivery schedule as we will be specified from time to time.
3. If our Tender is accepted, we will obtain the performance security of a reputable commercial bank in Kenya in a sum of **200,000/=** for the due performance of the contract, in the form(s) prescribed by REREC.
- 4.* We agree to abide by this Tender for a **period of.....days (Tenderer please indicate validity of your tender)** from the date fixed for tender opening as per the Tender Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. This Tender, together with your written acceptance thereof and your notification of award, shall not constitute a contract, between us. The contract shall be formed between us when both parties duly sign the written contract.
6. We understand that you are not bound to accept any Tender you may receive.

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

NOTES:

- 1. REREC requires a validity period of at least One Twenty (120) days.**
- 2. This form must be duly signed, stamped and/or sealed.**

FORM 2. STATEMENT OF THE TENDERER FORM

1 Name of Tenderer_____

2 Address_____

3 Legal Status_____

4 Registered Office_____

5 Date of Registration_____

(attach a copy certificate of registration)

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

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

1. _____

2. _____

3. _____

4. _____

5. _____

Yours sincerely,

Name of Tenderer _____

Signature of duly authorised person signing the Tender _____

Name and Capacity of duly authorised person signing the Tender

Stamp or Seal of Tenderer

FORM 3 - DECLARATION FORM

Date _____

**To: RURAL ELECTRIFICATION AND RENEWABLE ENERGY CORPORATION,
P.O Box 34585 – 00100,
Kawi House, South C, Behind Boma Hotel,
Nairobi, KENYA.**

Ladies and Gentlemen,

The Tenderer's i.e. Full name _____

Complete physical Address _____

Complete Postal address _____

Do 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 Tenderers.
- d) That I/ We are not insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- e) That I/ We are **not** associated with any other tenderer participating in this Tender.
- f) That I/We do hereby confirm that all the information given in this tender is accurate, factual and true to the best of our knowledge.

Yours sincerely,

Name of Tenderer _____

Signature of duly authorized person signing the Tender _____

Name and Capacity of duly authorized person signing the Tender _____

Stamp or Seal of Tenderer

FORM 4 - CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

All Tenderers are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. You are advised that it is a serious offence to give false information on this form.

Part 1 – General			
Business Name.....			
Location of business premises.....			
Plot No.Street/ Road			
Postal Address Postal Code			
Tel No..... Mobile and/ or CDMA No			
E-mail:Nature of your business			
Registration Certificate No.....			
Maximum value of business which you can handle at any time KShs.....			
Name of your BankersBranch... ..			
*Names of Tenderer’s contact person(s)			
Designation of the Tenderer’s contact person(s)			
Address, Tel, Fax and E-mail of the Tenderer’s contact person(s)			
.....			
Part 2 (a) Sole Proprietor			
Your name in full			
NationalityCountry of origin			
*Citizenship details.....			
Part 2 (b) Partnership			
Give details of partners as follows: -			
Names	Nationality	*Citizenship Details	Shares
1.....			
2.....			
3.....			
4.....			

Part 2 (c) Registered Company

Private or Public

State the nominal and issued capital of company-

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

Give details of all directors as follows

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

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

Designation of the duly authorized person.....

Signature of the duly authorized person.....

NOTES TO THE CONTRACTOR ON THE QUESTIONNAIRE

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

FORM NO. 5. EXPERIENCE RECORD OF THE FIRM

1. Name of Applicant _____

2. Experience of the Applicant as a Service provider for the category applied for:
_____ (Years)

3. List **Three (3) major contracts** undertaken and successfully and completed in the past 3 years
(Start with the most recent) (Attach testimonials)

a)-----Year-----Amount-----

b)-----Year----- Amount-----

c)-----Year----- Amount-----

4. List Firm/Company registration to professional bodies, Associations, if any.

List any company awards and recognitions in the past

a)-----Year-----

b)-----Year-----

c)-----Year-----

d)-----Year-----

e)-----Year-----

Yours sincerely,

Name of Candidate _____

Name and Capacity of authorized person signing the Application _____

Signature of authorized person signing the Tender _____

Stamp or Seal of Candidate

FORM 6: TENDER SECURITY FORM – (BANK GUARANTEE)
(To Be Submitted On Bank’s Letterhead)

Date:

To: Rural Electrification and Renewable Energy Corporation

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

P.O. 34585 – 00100

NAIROBI,

KENYA

WHEREAS (name of the Tenderer) (hereinafter called “the Tenderer”) has submitted its Tender dated for the supply, installation and commissioning of..... (please insert REREC tender no. and name) (hereinafter called “the Tender”);

KNOW ALL PEOPLE by these presents that **WE**.....ofhaving our registered office at.....(hereinafter called “the Bank”), are bound unto The REREC (hereinafter called “REREC” which expression shall where the context so admits include its successors-in-title and assigns) in the sum of for which payment well and truly to be made to the said REREC, the Bank binds itself, its successors, and assignees by these presents.

We undertake to pay you, upon your first written demand declaring the Tenderer to be in breach of the tender requirements and without cavil or argument, the entire sum of this guarantee being (amount of guarantee) as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This tender 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 date below.

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

EITHER

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

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

OR

SIGNED by the **DULY AUTHORISED**

REPRESENTATIVE(S)/ ATTORNEY(S) of the **BANK**

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

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

NOTES TO TENDERERS AND BANKS

1. *Please note that no material additions, deletions or alterations regarding the contents of this Form shall be made to the Tender Security to be furnished by the Tenderer. If any are made, the Tender Security shall not be accepted and shall be rejected by REREC. For the avoidance of doubt, such rejection will be treated as non-submission of the Tender Security where such Security is required in the tender.*
2. *It is the responsibility of the Tenderer to sensitize its issuing bank on the need to respond directly and expeditiously to queries from REREC. The period for response shall not exceed five (5) days from the date of REREC’s query. Should there be no conclusive response by the Bank within this period, such Tenderer’s Tender Security shall be deemed as invalid and the bid rejected.*
3. *The Tender validity period is one hundred and twenty (120) days as set out in the Invitation to Tender (at Section I of the Tender document) or as otherwise may be extended by REREC. Therefore the Tender Security must at all times be valid for at least 30 days beyond the tender validity period.*

SECTION VII: STANDARD LETTERS TEMPLATES

DRAFT LETTER OF NOTIFICATION OF AWARD

To:

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

Dear Sirs/ Madams,

RE: NOTIFICATION OF AWARD OF TENDER NO.

This is to notify that your tender for tender of bidders for

Your tender shall be subject to you meeting the following requirements:

1. Please acknowledge receipt of this letter of notification signifying your acceptance within a period of 14 days from the date of award.
2. The firm shall be required to put in place an annual Performance Bond from a reputable Commercial Bank of Kshs within 30 days from the date of award

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

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

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

Yours faithfully,

FOR: RURAL ELECTRIFICATION AND RENEWABLE ENERGY CORPORATION
CHIEF EXECUTIVE OFFICER

Enclosures

DRAFT LETTER OF REGRET

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

Dear Sirs/ Madams,

RE: **LETTER OF REGRET IN RESPECT OF TENDER NO.**

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

- 1.
- 2.
- 3. etc.

The successful bidder was _____.

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

You may collect the tender security from our Legal Department (Guarantees Section), on the 2nd Floor, Kawi House, South C, Behind Boma Hotel, Nairobi only after expiry of twenty five (25) days from the date hereof on Mondays and Wednesdays ONLY between 9.00 a.m to 12.30 pm and 2.00p.m to 4.00p.m.

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

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

Yours faithfully,

**Chief Executive Office
FOR: RURAL ELECTRIFICATION AND RENEWABLE ENERGY CORPORATION**

Performance Security Form (Bank Guarantee)

(To Be Submitted On Bank’s Letterhead)

Date:

To:

Rural Electrification and Renewable Energy Corporation

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

P.O. 34585 – 00100

NAIROBI,

KENYA

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

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

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

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

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

EITHER

SEALED with the **COMMON SEAL**)
of the said **BANK**)
thisday of20....)

BANK SEAL

in the presence of :-)
_____)

and in the presence of:-)
_____)

OR

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

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

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

NOTES TO SUPPLIERS AND BANKS

- 1. Please note that no material additions, deletions or alterations regarding the contents of this Form shall be made to the Performance Security Bond (the Bond) to be furnished by the successful Tenderer/ Supplier. If any are made, the Bond may not be accepted and shall be rejected by REREC. For the avoidance of doubt, such rejection will be treated as non-submission of the Bond where such Bond is required in the tender and Contract.*
- 2. REREC shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the Supplier to sensitize its issuing bank on the need to respond directly and expeditiously to queries from REREC. The period for response shall not exceed five (5) days from the date of REREC's query. Should there be no conclusive response by the Bank within this period, such Supplier's Performance Security may be deemed as invalid and the Contract nullified.*

Performance Security (LC)

Mandatory Conditions that should appear on the Performance Security (LC).

Form of Documentary credit - “Irrevocable Standby”

Applicable rules - “Must be UCP Latest Version” i.e. UCP 600 (2007 REVISION) ICC Publication No. 600.

Place of expiry - At the counters of the advising bank.

The SBLC should be available – “By Payment”

Drafts should be payable at - “SIGHT”

Documents required –

1. Beneficiary’s signed and dated statement demanding for payment under the letter of credit no..... *(Insert LC No.)* as.....*(Name of Applicant)* (hereinafter called the “Supplier”) indicating that the “Supplier” has defaulted in the performance and adherence to and performance of the contract between the Beneficiary and the Supplier.
2. The Original Letter of Credit and all amendments, if any.

Additional Conditions -

1. All charges levied by any bank that is party to this documentary credit are for the account of the Applicant.
2. (Include) that there should be no conditions requiring compliance with the specific regulations or a particular country’s laws and regulations.

Charges - All bank charges are for the account of the Applicant.

Confirmation instructions – (See notes below)

NOTES TO SUPPLIERS AND BANKS

1. *Please note that should the Performance Security (LC) omit any of the above conditions the LC shall not be accepted and shall be rejected by REREC. For the avoidance of doubt, such rejection will be treated as non-submission of the LC where such LC is required in the tender and Contract.*
2. *REREC may seek authentication of the Performance Security (LC) from the issuing bank. It is the responsibility of the Supplier to sensitize its issuing bank on the need to respond directly and expeditiously to queries from REREC. The period for response shall not exceed five (5) days from the date of REREC’s query. Should there be no conclusive response by the Bank within this period, such Supplier’s Performance Security (LC) may be deemed as invalid and the Contract nullified.*
3. *All Guarantees issued by foreign banks must be confirmed by a local bank in Kenya.*

Performance Security Form (Sacco Society, Deposit Taking Micro Finance Institutions & Youth Enterprise Fund)

(To Be Submitted On Institutions Letterhead)

Date:

To: Rural Electrification and Renewable Energy Corporation

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

P.O. 34585 – 00100

NAIROBI, KENYA

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

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

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

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

(*amount of guarantee*) as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

EITHER

SEALED with the)

COMMON SEAL)

of the said **INSTITUTION**)

thisday) _____

INSTITUTION SEAL

of20....)
 in the presence of :-)
 _____)
 and in the presence of:-)
 _____)

OR

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

Name(s) and Capacity(ies) of duly authorised representative(s)/ attorney(s) of the **Institution**.

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

NOTES TO SUPPLIERS AND INSTITUTIONS

1. *Please note that no material additions, deletions or alterations regarding the contents of this Form shall be made to the Performance Security Bond (the Bond) to be furnished by the successful Tenderer/ Supplier. If any are made, the Bond may not be accepted and shall be rejected by REREC. For the avoidance of doubt, such rejection will be treated as non-submission of the Bond where such Bond is required in the tender and Contract.*
2. *REREC shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the Supplier to sensitize its issuing bank on the need to respond directly and expeditiously to queries from REREC. The period for response shall not exceed five (5) days from the date of REREC's query. Should there be no conclusive response by the Institution within this period, such Supplier's Performance Security may be deemed as invalid and the Contract nullified.*