



RFI NO. 1000000123

**PREQUALIFICATION OF SURVEYING &
WAYLEAVES SERVICES FOR DESIGN AND
CONSTRUCTION OF 66 kV, 33 kV, 11 kV, 0.415 kV, &
0.240 kV LINES IN KENYA; LOCAL BIDDERS ONLY**

FOR THE PERIOD DEC. 2018 - DEC. 2020

OCTOBER 2018

(E-PROCUREMENT SYSTEM)

RURAL ELECTRIFICATION AUTHORITY
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 pre-qualification tender document in its entirety before making any bid. **(Ensure to read the appendix to instructions to tenderers)**

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SECTION I - INVITATION TO TENDER

DATE: OCTOBER 2018

PRE-QUALIFICATION; NO. 1000000123 FOR PROVISION OF SURVEY SERVICES

- 1.1 Rural Electrification Authority invites bids from eligible locally owned firms only, for the prequalification for provision of Survey Services (**hereinafter referred to as “the Services”**). Interested eligible contractors may obtain further information from the office of the Procurement Manager, Ground floor, Block C, Kawi House, or through email: procurement@rea.co.ke
- 1.2 Pre-Qualification tender documents detailing the requirements may be viewed at REA SRM E-Procurement Web Portal found on the REA website (www.rea.co.ke) beginning on **Wednesday 10th October, 2018** Registration and submission is online. No physical/manual submission will be accepted.
- 1.3 **Submission of Tender documents**
Completed tenders are to be saved as PDF documents marked **FOR PRE-QUALIFICATION TENDER NO. PROVISION OF SURVEY SERVICES** and submitted in the REA E-procurement Web Portal found on the REA website (www.rea.co.ke) so as to be received on or before **Tuesday, 30th October, 2018 at 10. 00 am.**
- 1.4 **Prices**
Any charges or fees quoted should preferably be in Kenya Shillings. The tender validity shall be for a hundred and twenty (120) days from the closing date of the tender.
- 1.5 **Opening of Submitted Tenders**
Prequalification bids will be opened electronically promptly thereafter in the presence of the Tenderer’s or their representatives who choose to attend in REA Procurement Office Ground Floor. Bidding manual is available in our website.
<http://www.rea.co.ke/images/newdocs/Supplier.pdf>
- 1.6 There will be a pre-bid meeting on **19th October, 2018 at College of Insurance South C Nairobi.** It is advisable for prospective bidders to attend this meeting as guidance will be given on the E-procurement process.

MANAGER, PROCUREMENT
RURAL ELECTRIFICATION AUTHORITY

SECTION II - TENDER SUBMISSION CHECKLIST

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

NB: All copies of documents must be satisfied by a commissioner for oaths

1	Submission of certified copy of Company or Firm's Registration Certificate
2	Submission of certified copy of a Valid Tax Compliance Certificate
3	Submission of certified Copy of business permit/council trade license including evidence of physical address
4	Submission and considering the Confidential Business Questionnaire
5	Submission of certified copy of CR12 form from registrar company for Limited Companies or a confirmation from registrar of Companies on the ownership of Sole proprietorship not more than 3 months old from tender closing.
6	Submission of Declaration Form(s) duly completed and signed.
7	Submission and considering Tender Form duly completed, signed and that the Tender is valid for the period required
8	Submission of a valid Certified copy of Institute of Surveyors of Kenya registration certificate. Only locally owned firms with Lead director/consultant registered with Institute of Surveyors of Kenya (ISK) are qualified to bid.
9	Submission of a verified list of completed works done within the last three (3) years and indicating the length of Survey lines. Stating start date and end dates of the project.
10	Submission of certified copies of Audited accounts of the company for the last two financial years (Certified by a registered Certified Public Accountant) or Six months certified bank statement
11	A list of Names and ranks of employees together with the assigned responsibilities together with Certified copies of Curriculum Vitae and certified copies of certificates for all the staffs. Appointment letters for the key personnel should be provided
12	Commitment to carry out Survey works form.
13	Updated Company profile

3.0. TABLE OF PARAGRAPHS ON INSTRUCTIONS TO TENDERERS

Paragraph No.	Headings
3.1	Definitions
3.2	Eligible contractor
3.3	Declarations of Eligibility
3.4	Pre-bid Meeting
3.5	Cost of Tendering
3.6	Obtaining the Tender documents
3.7	Contents of the Tender Document
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3.17	Demonstration(s), Inspections and Tests
3.18	Professional Indemnity Cover (Before Appointment)
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3.21	Preparation and Signing of the Tender
3.22	Sealing and Outer Marking of Tenders
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3.24	Modification and Withdrawal of Tenders
3.25	Opening of Tenders
3.26	Process to Be Confidential
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3.28	Preliminary Evaluation and Responsiveness
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3.32	Preferences
3.33	Tender Evaluation Period
3.34	Debarment of a contractor
3.35	Confirmation of Qualification for Appointment
3.36	Notification of Appointment
3.37	Termination of Procurement Proceedings
3.38	Acceptance of Appointment
3.39	Professional Indemnity Cover (After Appointment)
3.40	Corrupt or Fraudulent Practices
3.41	Conflict of Interest

SECTION III - INSTRUCTIONS TO TENDERERS (ITT)

3.1 Definitions

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

- a) *Any reference to any Act shall include any statutory extension, amendment, modification, re-amendment or replacement of such Act and any rule, regulation or order made there-under.*
- b) *“Date of Tender Document” shall be the **start date** specified on the REA 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 Authority or its successor(s) and assignee(s) where the context so admits (hereinafter abbreviated as REA).*
- 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) *REA’s “authorised person” shall mean its CEO who is designated by the PPAD Act 2015 to exercise such power, authority or discretion as is required under the tender and any contract arising therefrom, or such other REA staff delegated with such authority.*
- n) *Citizen contractors-means a person/firm wholly owned and controlled by person(s) who are citizens of Kenya.*

- o) *Local contractors- a firm shall be qualified as a local contractor if it is registered in Kenya.*
- p) *Youth, women and Persons with Disability as per the Acts is used to mean*
Person with Disability - means a person with disability who has attained the age of eighteen years and includes a company, association or body of persons, corporate or unincorporated in which at least seventy percent of the shareholders, members or persons and a majority of the directors are persons with disability
Woman - means a person of the female gender who has attained the age of eighteen years and includes a company, association or body of persons, corporate or unincorporated in which at least seventy percent of the shareholders, members or persons and a majority of its directors are of the female gender.
Youth - means a person who has attained the age of eighteen years and has not attained the age of thirty-five years and includes a company, association or body of persons, corporate or unincorporated in which at least seventy percent of shareholders are persons who have attained the age of eighteen years and have not attained the age of thirty-five years.

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 Pre-Qualification.

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

APPENDIX TO INSTRUCTIONS TO TENDERERS

- Successful Tenderers shall provide the services 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 subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by REA 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 XI.
- 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 XI.
- 3.2.9 Those that are under the Declaration as prescribed at Section XI whether currently or in the past shall not complete the Form. They will submit a suitable Form giving details, the nature and present status of their circumstances.
- 3.3 Declarations of Eligibility**
- 3.3.1 Contractors shall not be under declarations of ineligibility for corrupt, fraudulent practices or any other reasons prescribed by the PPAD or any other law.
- 3.3.2 Contractors who are not under these declarations shall complete the Declaration Form strictly in the form and content as prescribed at Section XI.
- 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 REA 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.
- 3.4.2 Contractors' 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 REA 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 Pre-Qualification tender Document.
- 3.4.5 Non-attendance during the pre-bid meeting will not be a cause of disqualification of the Pre-Qualification Tender.

3.5 Cost of Tendering

- 3.5.1 Contractors shall bear all costs associated with the preparation and submission of its Tender. REA 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 Pre-Qualification tender Document.

3.6 Obtaining the Tender Document

- 3.6.1 Pre-Qualification Tender documents detailing the requirements may be obtained by downloading tenders online from the REA website (www.rea.co.ke). No tender documents will be issued from any REA office.
- 3.6.2 Interested bidders shall register their intention to bid by clicking register available in the supplier portal.

3.7 Contents of the Tender Document

- 3.5.1 The Tender Document comprises the documents listed below and Addendum (where applicable) issued in accordance with paragraph 3.7 of these Instructions to Tenderers: -

- a) *Invitation to Tender*
- b) *Tender Submission Checklist*
- c) *Instructions to Tenderers*
- d) *Appendix to Instructions to Tenderers*
- e) *Schedule of Requirements*
- f) *Project Implementation Schedule*
- g) *Price Schedule for Services*
- h) *Evaluation Criteria*
- i) *General Conditions of Contract*
- j) *Special Conditions of Contract*
- k) *Tender Form*
- l) *Confidential Business Questionnaire Form*

- m) *Tender Security Form*
 - n) *Manufacturer's Authorization Form*
 - o) *Manufacturer's Warranty*
 - p) *Declaration Form*
 - q) *Contract Form*
 - r) *Performance Security Form*
 - s) *Details of Service*
 - (i.) *General Requirements*
 - (ii.) *Specific Details of Services*
- 3.7.2 The contractor is expected to examine all instructions, forms, provisions, terms and specifications in the Pre-Qualification Tender Document. Failure to furnish all information required by the Pre-Qualification Tender Document or to submit a tender not substantially responsive to the Pre-Qualification Tender Document in every respect will be at the contractor's risk and may result in the rejection of its Tender.
- 3.7.3 All recipients of the documents for the proposed engagement for the purpose of submitting a tender (*whether they submit a tender or not*) shall treat the details of the documents as "Private and Confidential".

3.8 Clarification of Documents

- 3.8.1 A prospective contractor requiring any clarification of the Pre-Qualification Tender Document may notify the Procurement Manager in writing or by post at REA's address indicated in the Invitation to Tender, at least 7 days before tender opening.
- 3.8.2 The request for clarification shall also be sent to the following:-
- The Manager, Procurement
Rural Electrification Authority,
P. O. Box 34585 – 00100,
Nairobi, Kenya.
Email: procurement@rea.co.ke*
- 3.8.3 REA will respond in writing to any request for clarification of the Pre-Qualification Tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of Tenders, prescribed by REA. Written copies of REA's response (*including an explanation of the query but without identifying the source of inquiry*) will be published in the REA portal to be accessed by all prospective bidders before tender closing.

3.9 Amendment of Documents

- 3.9.1 At any time prior to the deadline for submission of Tenders, REA, for any reason, whether at its own initiative or in response to a clarification requested by a prospective contractor, may modify the Pre-Qualification Tender Documents by amendment.
- 3.9.2 All prospective firms that have downloaded the pre-qualification Tender Documents will be notified of the amendment(s) (*hereinafter referred to or otherwise known as addendum*) through the REA website and the portal accessible to all prospective bidders and the same will be binding on them.

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

3.10 Language of Tender

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

3.11 Documents Comprising the Tender

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

- a) *Declaration Form, Tender Form and a Price Schedule completed in compliance with REA requirements.*
- b) *Documentary evidence established in accordance with paragraph 3.13 that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted.*
- c) *Documentary evidence established in accordance with paragraph 3.14 that the services and any ancillary thereto to be provided by the Tenderer conform to the tender documents, and,*
- d) *Tender Security furnished in accordance with paragraph 3.17*
- e) *A detailed list of previous customers as prescribed for similar services on tender and their contact addresses shall be submitted with the Tender for the purpose of reference, or for evaluation where the Details of Service so dictate.*
- f) *And all other documents indicated in Section II (Tender Submission Checklist)*

3.12 Tender Form

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

3.13 Charges for Services

- 3.13.1 The contractor shall indicate on the appropriate table labelled as Method of Charging for Services the unit prices and rates (where applicable) when called upon to do render such Services.
- 3.13.2 The rates and prices shall be of costs for the Services excluding VAT but inclusive of all other taxes and insurances payable.

3.14 Tender Currencies

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

3.15 Contractor's Competence and Qualifications

- 3.15.1 Pursuant to paragraph 3.2, the contractor shall furnish, as part of its Tender, documents establishing the contractor's eligibility, competence to tender and its qualifications to perform well in any ensuing assignment if its Tender is accepted.
- 3.15.2 The documentary evidence of the Tenderer's qualifications to perform the contract if its Tender is accepted shall be established to REA's satisfaction –
- a) *that the Tenderer has the financial capability necessary to perform the contract. The Tenderer shall be required to provide the documents as specified in the Appendix to Instructions to Tenderers including a current Tax Compliance Certificate issued by the relevant tax authorities.*
 - b) *that the Tenderer has the technical capability necessary to perform the contract.*
 - c) *that the Tenderer is duly registered and is a current member of a recognized body or institution accredited and or pertaining to that service.*
- 3.15.3 Tenderers with a record of unsatisfactory or default in performance obligations in any contract shall not be considered for evaluation or award. For the avoidance of doubt, this shall include any tenderer with unresolved case(s) in its obligations for more than two (2) months in any contract.

3.16 Conformity of Services to Tender Documents

- 3.16.1 The Tenderer shall furnish, as part of its tender, documents establishing the conformity to the Tender Document of all services that the Tenderer proposes to perform under the contract.
- 3.16.2 The documentary evidence of conformity of the services to the Tender Document may be in the form of literature, drawings, and data, and shall (where applicable) consist of: -
- a) *a detailed description of the essential technical and performance characteristics of the services whether in catalogues, drawings or otherwise,*
 - b) *a list giving full particulars, including available source and current prices of spare parts, special tools and other incidental apparatus necessary for the proper and continuing performance of the services for a minimum period of two (2) years following commencement of the provision of the services to REA, and,*

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

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

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

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

3.17.2 REA or its representative(s) after giving reasonable notice to the contractors shall have the right to inspect/ test the contractor's capacity, equipment, premises, and to confirm their conformity to the tender requirements. This shall include any quality management system. REA's representative(s) retained for these purposes shall provide appropriate identification at the time of such inspection/ test/ visitation.

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

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

3.18 Warranty

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

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

3.19 Tender Security

3.19.1 The Tenderer shall furnish, as part of its Tender, a tender security for the amount specified in the Appendix to Instructions to Tenderers. The Original Tender Security, in a clearly labelled envelop, shall be deposited in the Tender Security Box on *REA Procurement* on or before the opening date and time and receipt acknowledged by REA evidenced by a stamped copy.

N/B Not applicable in this tender

3.20 Validity of Tenders

- 3.20.1 Tenders shall remain valid for a hundred and twenty (120) days after the date of tender opening as specified in the Invitation to Tender or as otherwise may be prescribed by REA, pursuant to paragraph 3.23. A Tender that is valid for a shorter period shall be rejected by REA as non-responsive.
- 3.20.2 In exceptional circumstances, REA may extend the Tender validity period. The extension shall be made in writing. For the purposes of evaluation and award, the PI Cover provided under paragraph 3.18 shall not be affected by any extension. A Law firm shall not be required nor permitted to modify its tender during the extended period.

3.21 Tender Format

- 3.20.1 Tender evaluation shall be done in three stages;
- i. Checking of compulsory mandatory requirements/Preliminary stage
 - ii. Detailed evaluation/Technical stage
 - iii. Due diligence on the following basic tools: come-along, pull lifts. PPEs, earthing harness (CMEs), Live-line testers & climbing irons for wooden and concrete poles
- 3.21.2 REA will determine the responsiveness of each Tender. For purposes of this Pre-Qualification, a responsive Tender is one that conforms to all the requirements of the Evaluation. REA's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.
- 3.21.3 The Tender shall be divided clearly in descending order as listed in the Tender Submission Checklist. The divisions are for clear identification and marking of the respective documents or information that are serially numbered in the Checklist.
- 3.21.4 The order and arrangement as indicated in the Tender Submission Checklist will be considered as the Tender Format.
- 3.21.5 Any Tender not prepared and signed in accordance with this paragraph may be rejected by REA as non-responsive, pursuant to paragraph 3.28.

3.22 Preparation and Signing of the Tender

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

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

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

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

- 3.22.4 The Tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person or persons signing the Tender.
- 3.22.5 REA will assume no responsibility whatsoever for the Tenderer's failure to comply with or observe the entire contents of this paragraph 3.22.
- 3.22.6 Any Tender not prepared and signed in accordance with this paragraph may be rejected by REA as non-responsive.

3.23 Deadline for Submission of Tenders

- 3.23.1 Tenders must be received by REA by the date and time specified in REA's tendering portal in PDF form.
- 3.23.2 REA may, at its discretion, extend this deadline for submission of Tenders by amending the tender documents in accordance with paragraph 3.9, in which case all rights and obligations of REA and the Tenderer previously subject to the initial deadline, will therefore be subject to the deadline as extended.
- 3.23.3 The Authority's e-Procurement System will **NOT** allow upload, submission or any modification of bids after the deadline for tender submission.
- 3.23.4 Bidders are advised to avoid last minute submission as REA will not take responsibility or be held liable for any responses that are not received on time owing to system processing queues.

3.24 Modification and Withdrawal of Tenders

- 3.24.1 The Tenderer may modify or withdraw its Tender after it has submitted, provided that the modification, including substitution or withdrawal of the Tender is received by REA prior to the deadline prescribed for submission of tenders.
- 3.24.2 No Tender may be modified after the deadline for submission of Tenders.
- 3.24.3 No Tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period during which the Tender must remain valid except where REA extends the initial validity period. Any withdrawal of a Tender during this interval shall result in forfeiture of the Tenderer's Tender Security except where REA extends the initial validity period.

3.25 Opening of Tenders

- 3.25.1 REA shall open all Tenders promptly at the date and time specified in the REA tendering portal and at the location specified in the Invitation to Tender or as may otherwise be indicated.
- 3.25.2 The Tenderer's names, tender modifications or withdrawals, the presence or absence of requisite Tender Security and such other details as REA, at its discretion, may consider appropriate, will be announced at the opening.

- 3.25.3 At the Tender opening, tender prices, discounts, and such other details as REA, at its discretion, may consider appropriate will be read out.
- 3.25.4 The Tenderers or their representatives may attend the opening and those present shall sign a register evidencing their attendance.

3.26 Process to be Confidential

- 3.26.1 After the opening of tenders, information relating to the examination, clarification, evaluation and comparisons of tenders and recommendations arising there-from shall not be disclosed to a Tenderer or other person(s) not officially concerned with such process until conclusion of that process.
- 3.26.2 Conclusion of that process shall be deemed to have occurred, at the latest, by the date and time REA notifies the successful bidder(s). In any event, official disclosure by REA of any information upon conclusion of that process may only be to the unsuccessful bidders and may contain only the information permissible by law in summary form.
- 3.26.3 Any effort by a Tenderer to influence REA or any of its staff members in the process of examination, evaluation and comparison of tenders and information or decisions concerning the Tender may result in the disqualification of the Tenderer.

3.27 Clarification of Tenders and Contacting REA

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

3.28 Preliminary Evaluation and Responsiveness

- 3.28.1 Prior to the detailed Technical and Financial evaluation, REA will determine the substantial responsiveness of each Tender. For purposes of this tender, a substantially responsive Tender is one that conforms to the requirements of Preliminary Evaluation.

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

3.28.2 REA will examine the Tenders to determine whether they conform to the Preliminary Evaluation Criteria set out in Section VI Evaluation Criteria.

3.28.3 Notwithstanding the contents of the foregoing sub-paragraphs, if a Tender is not substantially responsive, it will be rejected at the earliest stage of evaluation by REA and cannot subsequently be made responsive by the law firm by correction of any non-conformity.

3.29 Minor Deviations, Errors or Oversights

3.29.1 REA may waive any minor deviation in a Tender that does not materially depart from the requirements of the Services set out in the Pre-Qualification Tender Document.

3.29.2 Such minor deviation -

- a) Shall be quantified to the extent possible
- b) Shall be taken into account in the evaluation process and comparison of tenders and,
- c) Shall be applied uniformly and consistently to all qualified Tenders duly received by REA.

3.29.3 REA may waive errors and oversights that can be corrected without affecting the substance of the Tender.

3.29.4 A material deviation or reservation is one –

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

3.30 Technical Evaluation and Comparison of Tenders

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

3.31 Financial Evaluation

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

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

3.32 Preferences

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

3.33 Tender Evaluation Period

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

3.34 Debarment of a contractor

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

3.35 Confirmation of Qualification for Appointment

- 3.35.1 REA may confirm to its satisfaction whether a contractor's that is selected as having submitted the highest compliant evaluated responsive tender is qualified to be appointed and perform any eventual assignment satisfactorily.
- 3.35.2 The confirmation will take into account the contractor's financial, technical, and performance capabilities. It will be based upon an examination of the documentary evidence of the contractor's qualifications submitted by it pursuant to paragraphs 3.11 and 3.15 as well as confirmation of such other information as REA deems necessary and appropriate. This may include offices and other facilities inspection and audits; cleanliness, orderliness of its offices, and, general satisfaction and good welfare of its non-lawyer staff.
- 3.35.3 An affirmative confirmation will be a prerequisite for appointment of the contractor to the REA Panel. A negative confirmation will result in rejection of the contractor's Tender, in which event REA will proceed to fill in the available gap by the next available highest evaluated responsive tender to make a similar confirmation of that law firm's capabilities to perform satisfactorily.

3.36 Notification of Appointment

- 3.36.1 Prior to the expiration of the period of tender validity, REA shall notify the successful
3.30.1 Prior to the expiration of the period of tender validity, REA shall notify the successful Candidate(s) in writing that its Tender has been approved.
- 3.36.2 The notification of appointment shall not constitute the formation of the contract.
- 3.36.3 Simultaneously, on issuance of Notification of Appointment to the successful Candidate(s), REA shall notify each unsuccessful Candidate(s) in writing that its Tender has been accepted.

- 3.36.2 Subject to paragraph 3.35.3, the successful contractors shall be those whose Tenders have been determined to be substantially responsive, compliant with the evaluation criteria and have been determined to be the highest evaluated tenders, and further, where deemed necessary, that the contractors are confirmed to be qualified for appointment to the REA prequalified list.
- 3.36.3 The appointment of contractor shall take into account the need for REA to have appropriate representation in its regions.

3.37 Termination of Procurement Proceedings

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

3.38 Acceptance of Appointment

- 3.38.1 At the same time as REA notifies the successful Tenderers that they have been awarded Survey jobs, REA will send the Tenderer the Contract Agreement provided in the Tender Document together with any other necessary documents incorporating all agreements between the Parties.
- 3.38.2 Within fourteen (14) days of the date of notification of award, the successful Tenderer shall only sign the Contract Form and all the documents specified in that Form and return them to REA within that period of fourteen (14) days.
- 3.38.3 REA shall sign and date the Contract in the period between not earlier than fourteen (14) days from the date of notification of contract award. Further, REA shall not sign the contract until and unless the authentic performance security is received in accordance with paragraph 3.36.
- 3.38.4 Failure of the successful Tenderer to sign the Contract, the award shall be annulled and its tender security forfeited in which event REA shall notify the next lowest evaluated Tenderer that its Tender has been accepted.
- 3.38.5 Paragraph 3.33 together with the provisions of this paragraph 3.35 will apply with necessary modifications with respect to the Tenderer notified under sub-paragraph 3.35.3.
- 3.38.6 Within fourteen (14) days of the date of notification of award from REA, the successful Tenderer shall furnish REA with a Performance Security which shall be either one or a combination of the following:
- a) An original Bank Guarantee that is strictly in the form and content as prescribed in the Performance Security Form (Bank Guarantee) in the Tender Document.
- 3.38.7 The Performance Security shall be issued by a commercial bank licensed by the Central Bank of Kenya. The bank must be located in Kenya.

3. 38.8 Upon Acceptance, the successful Applicants will have to furnish the Authority with a performance bond of **Kshs. 100,000.00** from a reputable Local Commercial Bank OR comprising 10% of the % age as may be specified in the Tender Document.
3. 38.9 REA shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the successful Tenderer to sensitize its issuing bank on the need to respond directly and expeditiously to queries from REA. The period for response shall not exceed three (3) days from the date of REA's query. Should there be no conclusive response by the Bank within this period, such successful Tenderer's Performance Security may be deemed as invalid.
3. 38.10 Failure of the successful Tenderer to furnish an authentic Performance Security, the award shall be annulled and the Tender Security forfeited, in which event REA may notify the next lowest evaluated Tenderer that it's Tender has been accepted.
3. 38.11 Paragraph 3.35, 3.36 together with the provisions of this paragraph 3. 37 will apply with necessary modifications, and as far as circumstances permit, with respect to the Tenderer notified under sub-paragraph 3.37.5.

3.39 Corrupt or Fraudulent Practices

- 3.39.1 REA requires that contractors observe the highest standard of ethics during the procurement process and execution of contracts. When used in the present Regulations, the following terms are defined as follows: -
- a) *“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of public official in the procurement process or in contract execution;*
 - b) *“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of REA, 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 REA of the benefits of free and open competition.*
3. 39.2 REA will nullify its notification of award if it determines that the contractor recommended has engaged in corrupt or fraudulent practices in competing for the contract in question.
3. 39.3 Further, a Tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

SECTION IV APPENDIX TO INSTRUCTIONS TO CANDIDATES

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

No.	<i>ITC Reference Clause</i>	<i>Particulars of Appendix</i>
1.	<i>Eligible Candidates</i>	<p><i>Only locally owned firms with Lead director/consultant registered with Institute of Surveyors of Kenya (ISK)</i></p> <p>To enhance equity, same director (s) bidding with more than one firm/company for this tender shall lead to disqualification of all the firms.</p>
2.	<i>Prequalification period</i>	<i>This prequalification shall last for Two years from the date of appointment.</i>
3.	<i>Tender Submission Tender</i>	<i>There will be only one pdf document submitted on the e-procurement portal. Bidders shall ensure that they upload all the required documents in pdf format into the web portal</i>
4.	<i>Sealing and Outer Marking of Tenders</i>	<i>For purposes of this tender, this is not applicable as the tender is being submitted electronically.</i>
5.	<i>Performance bond</i>	<i>The successful bidder shall furnish an annual performance bond being the sum of Kshs 100,000.00</i>
6.	<i>Opening of Tenders</i>	<i>The tender shall be opened electronically at Kawi House and bidders are Encouraged to participate.</i>
7.	<i>Documentary evidence of financial capability</i>	<p><i>Audited Financial Statements. The audited financial statements that have been reported in the last two (2) financial years from the date of the tender document. The statement must be stamped and signed. The auditors must be currently registered as practicing by ICPAK. Or 6 months certified bank statement.</i></p> <p><i>Youth, Women, and Persons with Disability to provide a letter from their bank as a proof of owning bank account and the letter to detail account signatories.</i></p>
8.	<i>Insurance</i>	<i>The Surveyor will be required to submit to REA a professional indemnity of an amount to be determined by REA</i>

EVALUATION CRITERIA**4.1 Preliminary Evaluation Criteria under Paragraph 3.28 of the ITC. These are mandatory requirements as per mandatory/preliminary evaluation table (part 1) 4.1 1-10**

All candidates must meet all the requirements from no.4.1 1-10. Those who do not meet any of the requirements will automatically be disqualified from further evaluation.

Candidates with pending cases with REA due to frauds and non-performance will be automatically disqualified.

NB:

1. Audited financial statements required must be those that are reported within Twenty Four (24) calendar months of the date of the prequalification document or Six months certified bank statement.
2. All copies of documents and certificates must be certified by a commissioner for oaths. The stamp shall bear the name, address and Telephone contacts of the commissioner for oaths. Any document not certified shall not be evaluated
3. Tenders will proceed to the Technical Evaluation Stage only if they qualify in full compliance with the Preliminary Evaluation.

4.2. TENDER PRELIMINARY EVALUATION TABLE (PART 1)

EVALUATION OF PREQUALIFICATION APPLICATIONS

The REA will evaluate all pre-qualification applications, basing Evaluation on the information provided on the following mandatory requirements:

- 1) Legal status of applicant, attach
 - (a) Firm's Certificate of Registration from registrar of companies (including memorandum and articles of association)
 - (b) Principal Licensed Surveyor (ISK Compliance)
- 2) Submission of a valid Certified copy of Institute of Surveyors of Kenya registration certificate. Only locally owned firms with Lead director/consultant registered with Land Surveyors' Board are qualified to bid.
- 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 or a confirmation from registrar of Companies on the ownership of Sole proprietorship not more than 3 months old from tender closing.
- 5) Certificate of good conduct for both the lead Principals and the Approved Surveyors from ISK
- 6) Submission of a list of Survey Equipment
- 7) Experience and Past Performance
- 8) Submission of up to date Company Profile
- 9) Financial Status. (Audited accounts for the latest two (2) financial years duly certified and signed by a Chartered or a certified Public accountant) or Bank Statement

NB: all copies of documents must be satisfied by a commissioner for oaths

4.3 DETAILED TECHNICAL EVALUATION (PART II)

Detailed evaluation shall be carried out according to items 4.2.1 – 4.2.4 of detailed evaluation table below. NB: Bidders who score 75 marks and above in the Technical evaluation stage will be subjected to due diligence before being confirmed eligible to be prequalified as Survey contractors

Sr. No.	Criteria	REA Requirement & Scores	Bidder's Response Marks
4.2.1	Compliance to Licensing of the Lead director and Assistant Surveyors in the Survey Works: - a) Principal Licensed Surveyor (ISK Compliance)	a) Maximum 20 marks b) Else = Zero	
	b) Assistant Surveyors (ISK Compliance)	c) Maximum 20 marks d) Else = Zero	
4.2.2	Professional qualifications for licensed surveyors, a.) Approved Assistants Surveyor (ISK REGISTERED MEMBER)	Higher National Diploma & above - 10 Marks Diploma - 7 Marks Certificate - 5 Marks Else - Zero	
	a.) Wayleave Officer	Higher National Diploma & above - 5 Marks Diploma - 3 Marks Certificate - 1 Marks Else - Zero	
	b.) Cartographers / GIS professionals	Higher National Diploma & above - 5 Marks Diploma - 3 Marks Certificate - 1 Marks Else - Zero	
4.2.3	Company CV:- (Projects undertaken in the last 3 years) <ul style="list-style-type: none"> • Successful Surveying for 2-5 years • Successful Surveying for 1-2 years • No Experience 	<ul style="list-style-type: none"> • Max 10Marks • Max 5 Marks • Zero 	

Sr. No.	Criteria	REA Requirement & Scores	Bidder's Response Marks
4.2.4	<p>Tools and equipment. Give a list and type of relevant construction tools and equipment owned by the company evidenced by ownership documents. Provide documentary evidence of those that are leased or hired.</p> <p>SURVEYOR EQUIPMENT</p> <p>1. ELECTRONIC DATA COLLECTOR</p>	<ul style="list-style-type: none"> • Owned = 20 Marks • Leased = 10 Marks • Else=Zero 	
	<p>2.) GIS SOFTWARE</p>	<ul style="list-style-type: none"> • Owned = 10 Marks • Leased = 5 Marks • Else=Zero 	
TOTAL MAX SCORED		100	

SECTION V. THE PROJECT INFORMATION

5.0. BRIEF DESCRIPTION OF THE PROJECT

The Projects comprise, survey and way leaves acquisition of 66,33,11,0.415,0.240 (kV) overhead lines with associated services, for the Rural Electrification Authority.

A brief indication of the various works expected to be carried out is as follows:

5.1 SURVEY, CARTOGRAPHY & WAYLEAVES DESCRIPTION

5.1.1 Background:

As part of the strategy to assist in achievement of sustainable socio-economic development in the rural areas, **The Rural Electrification Authority (REA)** intends to accelerate the pace of electrification and connectivity specifically in rural Kenya. This will be achieved by connecting all trading centres, public schools, health centres, community water supply works and as many homesteads as possible.

To that end, survey services are required to provide spatial data necessary to support effective engineering design to meet the above purpose. These geo-based data must be provided effectively, accurately and timely.

2.1.2 Objectives of the Consultancy:

The objective of the services is to survey a suitable route for the High Voltage and Low Voltage networks for the project. These surveys will be used by REA design Engineers in the design of High Voltage and Low voltage lines. This shall involve among other things:

5.1.2 Engineering Surveying

The purpose of Topographical survey in Engineering survey is to gather spatial data about the natural and man-made features of the land, as well as its elevations. From this information a three- dimensional map may be prepared. The work usually consists of the following:

- Establishing horizontal and vertical control that will serve as the framework of the survey ,by determining enough horizontal location and elevation of ground points to provide enough data for plotting when the map is prepared
- Locating natural and man-made features that may be required for the purpose of the survey, Computing distances, angles, and elevations
- Drawing of the Topocadastral showing layouts of Cadastral/Boundary surveys with the right of way surveys and as-built surveys;

5.1.3 Pegging

Implementation of the approved designs for the construction contractor by Setting /staking out of the exact pole positions on the proposed lines accompanied by a drawing.

5.1.4 Cartography and Geographical Information System

The cartographer will enhance the drawing to make it compatible with the GIS system in REA by;

- Ensuring the drawings are done to Cartographic standards (see Form. No.....)
- Ensuring correct Geo-referencing has been done
- Ensuring the correct schematic diagrams are inserted to assist in commissioning
- Ensuring the location diagram is correct and well labelled.

5.1.5 Wayleave

- The contracted surveyors must obtain all the requisite topographical or cadastral maps and / or plans for all land along the proposed route.
- The surveyors' strip plans showing the way leave trace shall contain all the land parcel numbers (or owners' names in non-adjudicated areas) being affected by the proposed line.
- The way leaves officers shall make use of these drawings in acquiring way leave consents from land owners. Survey and the design works should therefore be as accurate as possible.
- Upon acquisition of wayleaves and presentation of wayleaves agreement forms duly signed by the landowners (based on complete, continuous KM of line from the source) and public approval documents as necessary.

5.1.6 As Constructed Drawings

As build softcopy drawings at compilation scale of 1:2500 as per Engineering Survey and Cartographic standards (2.1.5).

5.2. SCOPE OF WORK:

5.2.1 The works covered under the services shall entail but not be limited to:

- Receipt of the drawings of network routes planned from the Procuring entity;
- Verification of the routes and field survey in order to determine the best and most practical route and to define Geometrix;
- Preparation of a georeferenced network design drawing in soft showing the route, profile and a network location topographic map. (The software used should have an industrial standards data exchange format.)

5.2.2 The network detailed design drawings shall include as a minimum:

- i. The exact position of dead end poles, angle poles, tee-off poles and pole mounted HV/LV distribution substations (These will have to be acquired and registered under REA) with mention of the various distances between those poles and fixed points such as masonry buildings, bridges, etc;
- ii. Line angle values in planimetry;
- iii. The trees clearing and line pruning locations;
- iv. Boundary lines between two plots, and the plot numbers;
- v. Roads, tracks, railways, telecommunication lines, rivers, building, trees, etc on a strip of land of at 25 (twenty five) metres wide on each side of the line.
- vi. Profiles will be done on square paper to horizontal scale of 1:1,000 and vertical scale of 1:100. Main geographical features like rivers, roads, transmission lines, forests will be indicated.
- vii. Pole pegging as per approved design to be done on site with the construction Contractor;

5.2.3 Obtaining, on behalf of REA, way leave consent from landowners to allow the client or its agent to enter, construct and maintain the power line, from time to time

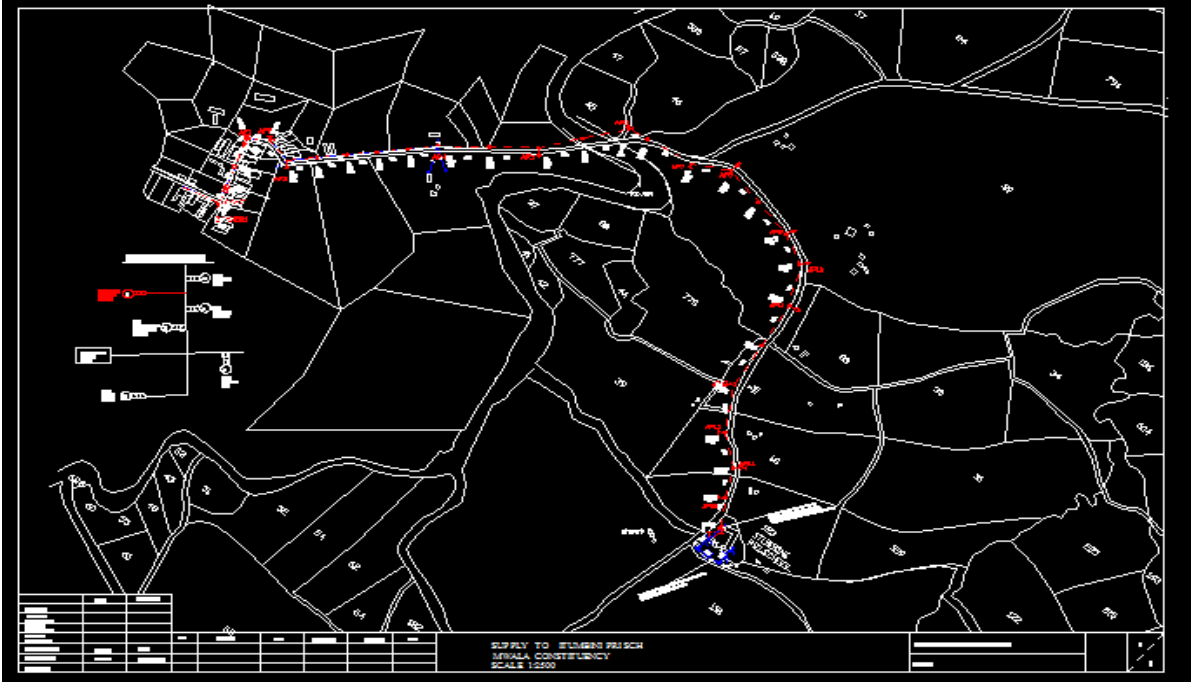
- i. Verification with the Designer of the route along which the power line is proposed to pass in order to know if wayleaves can easily be obtained;
- ii. Conducting searches in the lands office to establish ownership and all other details regarding the parcels of land through which the power lines are proposed to pass; Verifying the same on the ground;
- iii. Verifying whether there is any occupier other than the registered owner who may be affected by the line;
- iv. Negotiate and obtain the necessary wayleaves consents from landowners;
- v. Ensuring that documents are duly signed by the registered landowners and witness the same;

5.2.4 Forwarding the signed wayleaves documents to REA;

- i. Inform the REA at any stage of any difficult case in obtaining wayleaves consents
- ii. The way leaves consent agreements shall be signed in triplicate on Rural Electrification Authority's official agreement forms. The same must be complete with sketch plans of the affected parcel of land, the land owner's name and a witness's signature.

5.2.5 As Constructed Drawings

As build softcopy drawings at compilation scale of 1:2500 as per Cartographic standards.



5.3 Quantity of Work

The final quantities shall be identified after detailed engineering survey and the prices shall apply on a per unit basis.

5.3.1 WAYLEAVES CONSENTS AND APPROVALS FOR PRIVATE LAND

- i. If the property/land affected by the power line fall under Private Land, the Way leaves Sub-Contractor shall:
- ii. Prepare Wayleaves Agreement forms in triplicate for each parcel of land where the proposed power line traverses.
- iii. Trace on the front side of the Wayleaves Agreement Form a site plan for each parcel of land traversed by the proposed power line and show how the proposed power line affects the particular parcel.
- iv. Carry out personal title deed searches from the lands office to establish the registered landowners. An official search certificate shall be obtained for each Wayleaves Agreement Form.
- v. The names of the registered landowners shall be inserted in the Wayleaves Agreements Forms.
- vi. A copy of National Identification card (ID) of the registered land owner or an authorized agent with power of attorney shall be appended for each agreement.
- vii. Negotiate with the registered landowners for the signing of the Agreement

5.3.2 WAYLEAVES CONSENTS AND APPROVALS FOR PUBLIC & TRUST LAND

If the property/land traversed by the power line fall under Public or Community Land, or their services are affected the Contractor shall:

Send 2 No. Sets of drawings showing the routes of the proposed power lines to Local (County) Authorities, Statutory Bodies, Parastatals, or any other Parties whose Land or Services will be traversed or affected by the proposed power lines. The Contractor shall request them to peruse the power line proposals in relation to their Land or Services. If the proposed power line route is acceptable to them, return a signed and stamped copy to the Contractor as a formal indication of their consent and approval to the scheme.

Parties whose approvals and consents shall be sought if the proposed power line affects their land, property or services include but are not limited to: National Land Commission, County Governments, Forestry Land, Railways Land, Telkom (K) Ltd., Airports Authority, Directorate of Civil Aviation, Chief Engineer (Roads), Kenya Wildlife Services, Kenya Ports Authority, Department of Defence, Kenya Pipeline Corporation.

5.3.3 SERVICES/DATA TO BE PROVIDED BY THE PROCURING ENTITY:

The client shall provide the following to the Surveyor:

- Technical specifications for Rural Electrification;
- List of Schemes to be designed;
- Drawings to a scale of 1:50,000 or descriptive sketches marking the locations of the schemes;
- Route identification on 1:50,000 drawings /descriptive sketches,;
- Way leaves Agreement Forms

5.3.4 RESOURCES AND FACILITIES TO BE PROVIDED TO THE SURVEYOR.

5.3.4.1 The Surveyor shall, entirely at his own cost, provide all facilities, resources, equipments, vehicles, staff, accommodation, offices, stationery, utilities, communication and everything else necessary for the satisfactory execution and completion of the contract.

5.3.4.1 The Surveyor shall also obtain from KP/REA Survey of Kenya/Lands Offices/Land

Registries/Government Departments/Authorities and Private enterprise any necessary

- References data or permission to enable them carry out the work efficiently and effectively;
- Provide official confirmation of the width of the road along which a power line has been proposed (add this)

5.3.5 OUTPUTS/ DELIVERABLES.

The following will be the specific outputs/deliverables expected by the client:-

5.3.5.1 Soft copy of survey works showing the following in folders:

- Drawing of the plan and profile (The software used should have an industrial standards data exchange format.)
- Excel sheet of raw coordinates as downloaded from GPs used to draw the map
- JPEG image of the Topographic Sheet geo-referenced which will also be inserted on the right corner and used as the locational diagram

Cadastral maps used with Parcel boundaries must be shown and numbered.

- i. All spatial data MUST be put in Layers such as Base Map, cadastral maps (Layers of parcels, roads, premises etc.) and the proposed Route survey (Layers of T-off, Angle points, Load Centre, proposed Transformer e.t.c).
- ii. List of the coordinates of T-off, All Angle points (APs) and TP must be provided.
- iii. Drawings to a scale of 1:50,000 or descriptive sketches marking the locations of the schemes;
- iv. Customer list-Excel/word document.
- v. The coordinate system used for the survey is as shown below:

Grid system:	UTM
Projection:	Traverse Mercator
Spheroid:	Clarke 1880/WGS84
Unit Of Measurement:	Metre
Meridian of Origin:	39° East Of Greenwich
Latitude of Origin:	Equator
Scale factor at Origin:	0.9996
False coordinates of origin:	500,000 m Eastings 10,000,000 m Northings
Datum:	Arc (1960)

5.3.6

- Way leave/easement acquisitions agreements.
- The consents of all these government bodies should be in writing and a copy of the design plan stamped ‘approved’ and signed by the authorizing officer.

5.3.6.1 Poles pegging with the construction works contractors based on the final approved network design.

5.3.7. THE PROPOSED LINES

The Lines will be spread all over the Country.

SITE ENVIRONMENTAL CONDITIONS

5.3.8.1 The climate in Kenya is defined as mostly Equatorial climate. Rainfall ranges from arid to Semi-arid to areas with average to heavy rainfall throughout the year.

5.3.8.2 Mean temperatures range from 40⁰ C at the coast to 5⁰ C in the highlands. Relative humidity varies from 90% with a high saline content at the Coast to 20% in the arid Areas.

5.3.8.3 The altitude varies from Sea level to around 1,700 m above sea level. The ground along the routes is a mixture of soft, medium soils and sections of hard murram and even rock and may comprise alternating deep valleys and steep hills and some flats depending on the region where the project falls in.

ACCESS TO SITES

5.3.9.1 The Major Roads in Kenya are Tarmacked

The project sites will be accessible from various types of road surfaces available in Kenya, i.e. Tarmacked Major Roads, and un-Tarmacked rural type access roads.

REA will obtain all the necessary rights of way on all parcels of land, which the lines will traverse. The surveyor will ensure minimum destruction of property when constructing the lines.

REA will be responsible for (carry out assessments of reported crop damage) on the way- leave trace as spelled out in the tender documents to be issued.

5.3.10 TELECOMMUNICATIONS

5.3.8 International telegraph, telex, telephone and facsimile services are available from all major towns in Kenya.

SITE ACCOMMODATION

5.3.9 The surveyor shall be responsible for availing of staff accommodation, office, field shop, store, etc. required for erection work at site, [inclusive of all amenities].

HEALTH AND MEDICAL FACILITIES

5.3.9.1. It is the responsibility of the surveyor to provide health services to his employees. The contractor shall provide First aid and Medical services for the survey/wayleaves personnel at site.

5.3.9.1 There are Government run Hospitals in all the Major Towns in Kenya, supplemented by many private Clinics throughout the Country.

SECTION VI. BRIEF CONTRACTUAL CONDITIONS

6.1 LOCAL PARTICIPATION

It is recommended that local people from the Project Area be employed if labour is needed to assist in survey and way leave acquisition. Suitable semi- and unskilled labour is readily available, this will avoid resentment against use of non-local labour and minimize health problems related to local conditions on migrant labour.

It is further recommended that service providers to liaise with all local administrators, to sensitize locals on the intended projects, to get their support before commencing any works.

6.2 TAXES

The Contractor shall be liable to pay all income and other taxes as by law required.

6.3 TENDER BOND

The Surveyor will be required to submit to REA a professional indemnity of an amount to be determined by REA

6.4 PERFORMANCE BOND

The successful contractor will be required to submit to REA an on demand Performance Bond from a reputable Bank approved by REA of Ksh.100,000.00 OR comprising 10% of the percentage as may be specified in the Tender Document.

6.5 PAYMENTS

Payments to the Surveyor will be made in Kenya shillings thirty (30) days after receipt of the surveyor's invoice.

6.6 PARTICIPATION IN TENDERS

While it is acceptable for any Applicant to apply for pre-qualification both individually and as a partner of a consortium or Joint Venture, it will not be acceptable for any Applicant to submit or participate in more than one application and any/all applications in violation to this rule will be rejected.

6.7 TIME OF COMPLETION

The Works under Contract shall be completed as specified in the Tender Documents.

6.8 LIQUIDATED DAMAGES

Liquidated damages will be assessed against the Contractor by the REA in case of failure to meet the Time of Completion as specified in the Contract. The Tender documents shall specify details.

6.9 LANGUAGE

The Language used in the Tender documents and any associated correspondence shall be English.

SECTION VII. PREQUALIFICATION REQUIREMENTS

7.1 INSTRUCTIONS

The forms attached to Part IX of this document are to be completed by the applicants who wish to be Pre-qualified.

7.2 QUALIFICATIONS

It shall be understood and agreed by the Applicants that the pre-qualification data to be submitted are to be used by REA in determining the qualifications of the prospective Tenderers to perform the Works described in Part II of this Document.

In consideration of being permitted to submit his qualifications as a prospective Tenderer for review, the applicant for pre-qualification waives any claim against the REA and its authorised agents that might arise with respect to their decision as to prospective Tenderers qualifications. It is understood further that the Decision of the REA and its authorised agents, with respect to qualification of Applicants is final and is not subject to appeal of any kind.

7.3 FINANCIAL CONDITION

The applicant's financial condition must be sound, having adequate working Capital to carry out the Survey Works under Contract.

The financial statement shall be submitted in the form of 2 (two) latest financial years audited accounts duly certified and signed by a Chartered or a Certified Public Accountant.

7.4 QUALIFICATION REQUIREMENTS:

To qualify to perform surveying services as defined above,

7.4.1 The lead consultant must be a professional surveyor as defined by the Survey Act with at least one year of documented experience in the specific type of work for which qualification is requested.

7.4.2 The consultant must also employ at least two (2) additional technical personnel who are members ISK, each having at least one year of documented experience in the specific type of work for which qualification is requested.

To qualify to perform wayleave acquisition services as defined above,

7.4.5 The lead consultant must be a professional Land Economist and a registered member of ISK

7.4.6 With at least one year of documented experience in the specific type of work for which qualification is requested.

7.4.7 The consultant must also employ at least two additional technical personnel who are Members of the ISK with documented experience in the specific type of work for which qualification is requested.

7.5 SURVEY EQUIPMENT

A list of the survey equipment you have or may acquire to execute the works if you were successful in a tender award. Use **form No. 6**.

7.6 CAPABILITY IN RESPECT TO PERSONNEL

7.6.1 The organisation chart for the Project implementation team should be provided.

7.6.2 The names and pertinent information about key personnel proposed for Project management must be identified on the attached **Form No. 5**.

This list should include two (2) key personnel highly experienced in the surveying.

SECTION VIII. CANCELLATION OF PREQUALIFICATION

8.1 The proposals for pre-qualification shall be valid for two year. Should conditions arise at any time between pre-qualification to Tender and the decision to award a contract, which in the opinion of the REA could substantially change the capability and qualifications of the Tenderer to perform the Works to such an extent that if said conditions had existed at the time of pre-qualification the Tenderer would not have been pre-qualified, the REA reserves the right to reject the tender from such a Tenderer even though he was initially pre-qualified.

8.2 Any significant changes in the pre-qualified Tenderers conditions as indicated in the Pre-qualifying Documents must be communicated to REA expeditiously.

ADDITIONAL INFORMATION

If applicants wish to submit further information to demonstrate their ability and or to support their previous working record, they should enclose any such supplementary information with their applications.

SECTION IX. TENDERER'S PARTICULARS LIST OF FORMS

FORM	DESCRIPTION	Nos.	OF NO.	SHEETS confirmed filled
1.	APPLICATION FOR PREQUALIFICATION			
2.	STATEMENT OF TENDERER			
3.	FINANCIAL STATUS			
4.	EXPERIENCE RECORD OF TENDERER			
5.	PERSONNEL QUALIFICATION			
6.	SURVEY EQUIPMENT			
7.	DECLARATION FORM			
8.	COMMITMENT TO CARRY OUT QUALITY SURVEY WORKS			
9.	CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM			

FORM No. 1. LETTER OF APPLICATION

Date:

RFX No.

Rural Electrification Authority,
Kawi House, South C,
Behind Boma Hotel,
P.O. Box 34585 – 00100,
Nairobi, Kenya

Ladies and Gentlemen,

Having read, examined and understood all of the Pre-Qualification information provided in the Prequalification Document, the receipt of which is hereby duly acknowledged, we, the undersigned Candidate, hereby apply to be prequalified by yourselves as a potential bidder for Survey Services.

- 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 Prequalification Document, and for the **prequalification period of two years**, it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 3. This application, together with your written appointment thereof, shall not constitute a contract between us nor commit REA 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:-

REA requires a validity period of at least ninety (120) days.
This form must be duly signed, stamped and/or sealed.

FORM NO.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 NO. 3. FINANCIAL STATUS OF APPLICANT

1. Name of Applicant _____

2. Share Capital _____

(Kenya Shilling)

REMARKS:

Attach audited accounts for the latest two (2) financial years duly certified and signed by a Chartered or a Certified Public Accountant or the latest six(6) months Bank Statement.

(Date)

(Signature of the Representative)

FORM NO. 4. EXPERIENCE RECORD OF THE FIRM

1. Name of Applicant _____

2. Survey experience of the Applicant as a surveyor under present business name:

_____ (Years)

3. Experience of the Applicant in Power line survey/way leave acquisition:

i) As a Principle surveyor _____ (Years)

(ii) As an approved Survey Assistant _____ (Years)

4. List **Six (6) Projects** done and completed, (start with the most recent)

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

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

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

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

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

f)----- Year----- Amount-----

Total Contract amount (Kenya shilling) for the projects _____

Brief description of projects, including any particular or special aspect of the same.

Number of personnel engaged as at end of September, 2018 as Employees of the Applicant

SURVEY/WAY LEAVE SUPERVISORY PERSONNEL

Approximate value of Survey Works completed for

Each year during the past 3 years (equivalent in KShs):

Amount _____ Year 2018

Amount _____ Year 2017

Amount _____ Year 2016

Have you ever failed to complete any contract awarded to you?

Yes No.

If yes, where and explain the reasons:

Have you ever encountered with strike, sabotage or lockout in executing any survey work?

Yes No.

If yes, explain the reasons and counter plan taken:

(Date)

(Signature of the Representative)

FORM NO. 5: PERSONNEL QUALIFICATION

PERSONAL HISTORY STATEMENTS OF THE PRINCIPAL LICENSED SURVEYOR			
NAME (Last, First ,Middle Initial)			
Year of Experience	As Principal of this Firm	As Principal of other Firms	Other than Principal
In Public Sector		Public Agencies	
EDUCATION (College, Degree, Year, Specialization)			
MEMBERSHIP IN THE PROFESSIONAL ORGANIZATIONS AND ISK COMPLIANCE			
REGISTRATION (Type ,Year,)			
CERTIFICATE OF GOOD CONDUCT (ISK)			

PERSONAL HISTORY STATEMENTS OF THE APPROVED SURVEY ASSISTANT 1			
NAME (Last, First ,Middle Initial)			
Year of Experience	As Approved Surveyor of this Firm	As Approved Surveyor of other Firms	Other than Approved surveyor
Year of Experience In Public Sector		Public Agencies	
EDUCATION (College, Degree, Year, Specialization)			
MEMBERSHIP IN THE PROFESSIONAL ORGANIZATIONS			
REGISTRATION (Type ,Year,)			
CERTIFICATE OF GOOD CONDUCT (ISK)			

PERSONAL HISTORY STATEMENTS OF THE APPROVED SURVEY ASSISTANT 2			
NAME (Last, First ,Middle Initial)			
Year of Experience	As Approved Surveyor of this Firm	As Approved Surveyor of other Firms	Other than Approved surveyor
Year of Experience in Public Sector		Year of Experience in Public Agencies	
EDUCATION (College, Degree, Year, Specialization)			
MEMBERSHIP IN THE PROFESSIONAL ORGANIZATIONS			
REGISTRATION (Type ,Year,)			
CERTIFICATE OF GOOD CONDUCT (ISK)			

PERSONAL HISTORY STATEMENTS OF THE APPROVED SURVEY ASSISTANT 3			
NAME (Last, First ,Middle Initial)			
Year of Experience	As Approved Surveyor of this Firm	As Approved Surveyor of other Firms	Other than Approved surveyor
Year of Experience in Public Sector		Year of Experience in Public Agencies	
EDUCATION (College, Degree, Year, Specialization)			
MEMBERSHIP IN THE PROFESSIONAL ORGANIZATIONS			
REGISTRATION (Type ,Year,)			
CERTIFICATE OF GOOD CONDUCT (ISK)			

PERSONAL HISTORY STATEMENTS OF THE WAYLEAVES OFFICER	
NAME(Last, First ,Middle Initial)	
Year of Experience	
In Public Sector	Public Agencies
EDUCATION (College, Degree, Year, Specialization)	
MEMBERSHIP IN THE PROFESSIONAL ORGANIZATIONS	
REGISTRATION(Type ,Year,)	

PERSONAL HISTORY STATEMENTS OF THE CARTOGRAPHER/GIS PROFESSIONAL	
NAME(Last, First ,Middle Initial)	
Year of Experience	
In Public Sector	Public Agencies
EDUCATION (College, Degree, Year, Specialization)	
MEMBERSHIP IN THE PROFESSIONAL ORGANIZATIONS	
REGISTRATION(Type ,Year,)	

FORM NO. 6. SURVEY EQUIPMENT

SURVEYOR EQUIPMENT (ELECTRONIC DATA COLLECTOR)			
SURVEYOR OWNED OR LEASED DGPS/RTK RECEIVER (Accuracy 0.5m)			If Leased, from what company
Make / Model	Serial Number	Accuracy	

GIS SOFTWARE
GIS Version:
Describe:

FORM 7 - DECLARATION FORM

Date _____

**To: Rural Electrification Authority,
P.O Box 34585 – 00100,
Kawi House, South C, Behind Boma Hotel,
Nairobi, KENYA.**

Ladies and Gentlemen,

The Tenderer i.e. (full name and complete physical and postal address)_____

_____ declare the following: -

- a) That I/ We have not been debarred from participating in public procurement by anybody, institution or person.
- b) That I/ We have not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement anywhere.
- c) That I/We or any director of 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 8 – COMMITMENT TO CARRY OUT QUALITY SURVEY WORKS

**To: Rural Electrification Authority,
P.O Box 34585 – 00100,
Kawi House, South C, Behind Boma Hotel,
Nairobi, KENYA.**

We M/s

of P.o Box

Commit myself to the following if our company/firm is prequalified as Survey contractor

We shall be carrying out work according to the set REA safety requirements and procedures strictly adhering to “safety first” policy.

We shall always ensure use of appropriate Personal Protective Equipments (PPE’s) while carrying out assigned works including use of branded uniforms by all our staff.

We shall ensure use of appropriate tools in all assignments at all times

We agree that failure to observe the commitments above shall form sufficient grounds for cancellation of our prequalification.

Signed by all directors listed in the CR12 form:

Director No. 1.....

Director No. 2.....

Director No. 3.....

Director No. 4.....

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 9 - 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..... Facsimile.....

Mobile and/ or CDMA NoE-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.















SECTION X: STANDARD DOCUMENTS TEMPLATES

LAST MILE CONNECTIVITY PROJECT - LMCP

All customers/Public Facilities MUST be captured as in the table below and submitted together with the work as an excel sheet or word document. Use the below format only.

CONSTITUENCY / TRANSFORMER MAXIMIZATION PROJECT							
(LAST MILE CONNECTIVITY PROJECT - LMCP)							
COUNTY:			CONSTITUENCY:				
REA Scheme Name:		REA Reference No.	Key reference land mark / Area details		Coordinates (N,E)	Transformer S/S No.	
No.	Customer Name	ID. No	Mobile phone No.	Plot No.		Single phase/3Phase Service Line	Paid
							(Ksh.)
1							
2							

DRAWINGS SPECIFICATIONS

SPECIFICATIONS (SYMBOLGY OF WORKING DRAWINGS)						
1) ROUTE PLAN	Line_type	Line_weight	Colour			
Existing HV Overhead (O/H) Line	Continuous	0.30mm	Red			
Existing HV Underground (U/G) Line	Continuous Crossed	030mm	Red			
Proposed HV Overhead (O/H) Line	Iso_Dashed(ISO02W100)	0.30mm	Red			
Proposed HV Underground (U/G) Line	Iso_Dashed(ISO02W100)_Crossed	0.30mm	Red			
Existing MV/LV Overhead (O/H) Line	Continuous	0.30mm	Blue			
Existing MV/LV Underground (U/G) Line	Continuous Crossed	0.30mm	Blue			
Proposed MV/LV Overhead (O/H) Line	Iso_Dashed(ISO02W100)	0.30mm	Blue			
Proposed MV/LV Undergorund(U/G) Line	Iso_Dashed(ISO02W100)_Crossed	0.30mm	Blue			
Grids	Continuous	0.25	Cyan			Intervals 250 mm
Border line	Continuous	0.50mm	Black			
2. Substation	Form	Line_weight	Colour	Radius(Outer circle)	Radius(Inner circle)	
Existing Substation	Double circle	0.30mm	Red	6mm 	3mm	
Proposed Substation	Double circle(Iso_Dashed02W100)	0.30mm	Red	6mm 	3mm	
3. Pole	Form	Line weight	Colour	Radius		
Supporting Overhead HV Line						
Supporting Overhead MV/LV Line	Circle	0.30mm	Red	3mm 		
	Circle	0.30mm	Blue	3mm 		

4. Text	STYLE	FONTSIZE	Colour	Type	
PROJECT TITLE	Standard_Bold	15	Black	Annotation	Clear & Legible
Template	Standard	10	Black	Annotation	
Scale Text	Standard	10	Black	Annotation	
Pole Formation (For HT line)	Standard	5	Red	Annotation	CAPS
Pole Formation (For MV/LV line)	Standard	5	Blue	Annotation	CAPS
Proposed Tx	Standard Underlined	7	Red	Annotation	CAPS
Proposed/Existing Ht Powerline	Standard	6	Red	Annotation	CAPS
Proposed/Existing MV/LV Powerline	Standard	6	Blue	Annotation	CAPS
Load centre/premises	Standard	5	Black	Annotation	CAPS
Parcel number	Standard	5	Black	Annotation	
Grid values	Standard	7	Cyan	Annotation	
5. Parcel boundaries					
	Shape		Outline colour		
	Polygon	Arial Black	Black	643	
6. Location diagram					
	Format	Scale	Colour		
	Raster or Raster overlaid with vector	1: 50,000	Full colour(RGB)		
7. Spatial Reference system & Units					
	Cood. System	Datum	Units		
	UTM	Arc 1960	metres		
8. Printing Scale					
	1:2 500		metric		

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 pre-qualification of contractors for Survey.

Your prequalification 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 100,000.00 and provide WIBA insurance cover for employees and Current ISK registration 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 AUTHORITY
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 REA and the successful bidder will have entered into a contract pursuant to the Public Procurement and Asset Disposal Act, 2015 (or as may be amended from time to time or replaced). When collecting the Security, you will be required to produce the original or certified copy of this letter.

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

Yours faithfully,

**FOR: RURAL ELECTRIFICATION AUTHORITY
CHIEF EXECUTIVE OFFICER**

DRAFT CONTRACT AGREEMENT FORM

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

AND

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

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

AND WHEREAS REA has accepted the Tender by the Contractor for the services in the (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: -

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract and the Tender Document.
2. Unless the context or express provision otherwise requires: -
 - a) reference to “this Agreement” includes its recitals, any schedules and documents mentioned hereunder and any reference to this Agreement or to any other document includes a reference to the other document as varied supplemented and or replaced in any manner from time to time.
 - b) any reference to any Act shall include any statutory extension, amendment, modification, re-amendment or replacement of such Act and any rule, regulation or order made thereunder.
 - c) words importing the masculine gender only, include the feminine gender or (as the case may be) the neutral gender.
 - d) words importing the singular number only include the plural number and vice-versa and where there are two or more persons included in the expression the “Contractor” the covenants, agreements obligations expressed to be made or performed by the Contractor shall be deemed to be made or performed by such persons jointly and severally.

e) where there are two or more persons included in the expression the “Contractor” any act default or omission by the Contractor shall be deemed to be an act default or omission by any one or more of such persons.

3. In consideration of the payment to be made by REA to the Contractor as hereinbefore mentioned, the Contractor hereby covenants with REA to perform and provide the services and remedy any defects thereon in conformity in all respects with the provisions of the Contract.

4. REA hereby covenants to pay the Contractor in consideration of the proper performance and provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. The following documents shall constitute the Contract between REA and the Contractor and each shall be read and construed as an integral part of the Contract: -

- a) this Contract Agreement
- b) the Special Conditions of Contract as per the Tender Document
- c) the General Conditions of Contract as per the Tender Document
- d) the Price Schedules submitted by the Contractor and agreed upon with REA.
- e) the Details of Service as per REA’s Tender Document
- f) the Schedule of Requirements
- g) REA’s Notification of Award dated.....
- h) the Tender Form signed by the Contractor
- i) the Declaration Form signed by the Contractor/ successful Tenderer
- j) the Warranty
- h) project implementation schedule

6. In the event of any ambiguity or conflict between the contract documents listed above, the order of precedence shall be the order in which the contract documents are listed in 5 above except where otherwise mutually agreed in writing.

7. The Commencement Date shall be the working day immediately following the fulfillment of all the following: -

- a) Execution of this Contract Agreement by REA and the Contractor.
- b) Issuance of the Performance Bond by the Contractor and confirmation of its authenticity by REA.
- c) Issuance of the Official Order by REA to the Contractor.
- d) Where applicable, Opening of the Letter of Credit by REA.

8. The period of contract validity shall begin from the Commencement date and end on either -

- a) sixty (60) days after the last date of the agreed performance schedule, or,

b) where a Letter of Credit is adopted as a method of payment, sixty (60) days after the expiry date of the Letter of Credit or the expiry date of the last of any such opened Letter of Credit whichever is later.

Provided that the expiry period of the Warranty shall be as prescribed and further provided that the Warranty shall survive the expiry of the contract.

9. It shall be the responsibility of the Contractor to ensure that its Performance Security is valid at all times during the period of contract validity and further is in the full amount as contracted.

10. Any amendment, change, addition, deletion or variation howsoever to this Contract shall only be valid and effective where expressed in writing and signed by both parties.

11. No failure or delay to exercise any power, right or remedy by REA shall operate as a waiver of that right, power or remedy and no single or partial exercise of any other right, power or remedy.

12. Notwithstanding proper completion of performance or parts thereof, all the provisions of this Contract shall continue in full force and effect to the extent that any of them remain to be implemented or performed unless otherwise expressly agreed upon by both parties.

13. Any notice required to be given in writing to any Party herein shall be deemed to have been sufficiently served, if where delivered personally, one day after such delivery; notices by electronic mail shall be deemed to be served one day after the date of such transmission and delivery respectively, notices sent by post shall be deemed served seven (7) days after posting by registered post (and proof of posting shall be proof of service), notices sent by courier shall be deemed served two (2) days after such receipt by the courier service for Local Suppliers and five (5) days for Foreign Suppliers.

14. For the purposes of Notices, the address of REA shall be Chief Executive Officer, Rural Electrification Authority, 7th Floor, Kawi House, South C, Post Office Box Number 34585-00100, Nairobi, Kenya. The address for the Contractor shall be the Contractor's address as stated by it in the Confidential Business Questionnaire provided in the Tender Document.

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

SIGNED for and on behalf of **REA**

CHIEF EXECUTIVE OFFICER

and in the presence of:-

COMPANY SECRETARY

SEALED with the **COMMON SEAL**
of the **CONTRACTOR**

in the presence of:-

DIRECTOR

Affix Contractor's Seal here

DIRECTOR'S FULL NAMES

and in the presence of:-

DIRECTOR/ COMPANY SECRETARY

DIRECTOR/ COMPANY SECRETARY'S FULL NAMES

DRAWN BY: -

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

PERFORMANCE SECURITY FORM (BANK GUARANTEE)

(To Be Submitted On Bank’s Letterhead)

Date:

To: Rural Electrification Authority,
Kawi House, South C,
Behind Boma Hotel,
P.O Box 34585 – 00100,
Nairobi, Kenya.

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

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

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

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

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

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

EITHER

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

thisday)
)

BANK SEAL

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

OR

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

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

 Signature(s) of the duly authorised 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 REA. 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. REA 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 REA. The period for response shall not exceed five (5) days from the date of REA’s query. Should there be no conclusive response by the Bank within this period, such Supplier’s Performance Security may be deemed as invalid and the Contract nullified.
3. The issuing Bank should address its response or communication regarding the bond to REA.

END