



Development Bank
of Kenya Ltd

REQUEST FOR QUOTATIONS
FOR
PROVISION OF CLEANING SERVICES-NAKURU BRANCH

TENDER NO. DBK/RFQ/037/2024

RELEASE DATE: October 28, 2024

CLOSING DATE: 7th November 2024 at 1200hrs



**Development Bank
of Kenya Ltd**

Development Bank of Kenya Limited,
Finance House, 16th Floor, Loita Street,
P.O. Box 30483- 00100,
Nairobi, Kenya.

**REQUEST FOR QUOTATIONS FOR PROVISION OF CLEANING SERVICES FOR NAKURU BRANCH -TENDER NUMBER:
DBK/RFQ/037/2024**

| | |
|------------------------|---|
| Quotation Addressed to | CHIEF EXECUTIVE OFFICER DEVELOPMENT BANK OF KENYA |
| Date of Quotation | October 28, 2024 |
| Closing Date | 1200hrs on Thursday, 7 th November 2024 |
| Contact Email: | procurement@devbank.com |
| Notes To Suppliers | Invited bidders are expected to inform the Bank by way of email to procurement@devbank.com in the event they have no intention to bid. |
| Submission Address: | Drop-Off sealed envelopes at the Tender Box located at the reception, 16th Floor, Finance House, Loita Street. |

REQUEST FOR QUOTATIONS (RFQ)**To:** ALL INVITED VENDORS**FROM:**

Development Bank of Kenya Limited,
 Finance House, 16th Floor, Loita Street,
 P.O. Box 30483- 00100,
 Nairobi, Kenya.

**RE: REQUEST FOR QUOTATIONS FOR PROVISION OF CLEANING SERVICES FOR NAKURU BRANCH -TENDER
 NUMBER: DBK/RFQ/037/2024**

1. The Development Bank of Kenya Limited invites you to submit quotations for the provision of cleaning and related services for Nakuru Branch as indicated in detail in "Table A. Schedule of Requirements and Specifications".
2. The quotation shall follow the instructions and documents in this RFQ document and be in English.
3. Tenderers may obtain further information during office hours between 0900 to 1500 at the address below.
4. Quotations shall be submitted in accordance with the instruction in Part 1: Quotation Procedures and in a sealed envelope clearly indicating the name and address of the tenderer, the quotation name, and title and must reach the Procuring Entity at the address indicated below not later than **November 7, 2024.**
5. Quotations can be delivered by registered mail, courier, or hand delivery at the tenderer's option.
6. Late quotations shall be rejected.
7. Enquiries regarding this quotation may be addressed to procurement through the Email: procurement@devbank.com
8. Any resulting contract shall be subject to the terms and conditions detailed in Part 3: Contract.
9. Please inform by email or express mail the undersigned within 24 hours of receipt of this RFQ if you will not be submitting a quotation.

Address for Submission of Quotations.

- 1) Name of Procuring Entity **Development Bank of Kenya**
- 2) Mailing Address: (P.O. Box 30483- 00100, Nairobi, Kenya (*Attention- Procurement*)).
- 3) Physical address (Finance House, 16th Floor, Loita Street)
- 4) Drop-Off: Drop sealed envelopes at the Tender Box located at the reception on 16th Floor, Finance House

Yours sincerely,

 Johnson Kiniti
 Chief Executive Officer

PART 1: INSTRUCTIONS TO TENDERERS

1. **Tenderers are advised to read carefully** these instructions and the Conditions of Contract in Part 3: Contract before preparing the quotation. The standard forms in this RFQ may be photocopied for completion, but the Tenderer is responsible for their accurate reproduction. The term Tenderer shall mean the firm or person invited to submit a quotation. The term Quotation herein shall mean the quotation submitted as usually understood in public procurement.
2. **Validity of Quotations:** The quotation will be held valid for 60 days from the date of submission.
3. **The Quotation shall consist of** completed Tables A, B, and C and the Form of Quotation, all indicated in Part 2 of this Request for Quotations, and documents to evidence Eligibility and Conformity to Technical Specifications.
4. **Sealing and Marking of Quotations:** Quotations in one "one original" should be sealed in a single envelope, clearly marked with the **Quotation Reference Number** in the RFQ, the Tenderer's name and the name of the Procuring Entity. Envelopes should be sealed in such a manner that opening and resealing cannot be achieved undetected.
5. **Submission of Quotations:** Quotations, and any alternatives, if allowed as per Item 11 below, should be submitted to the address above on or before the date and time indicated. All sealed bids must be received by **the** due date and time to be considered for this solicitation. Bids received after the bid opening date and time will be returned to the sender unopened and will not be considered under any circumstances.

 Date of Submission (deadline): Thursday, November 7, 2024

 Time of Submission (deadline): 1200hrs (Kenya time).
6. Late quotations will be rejected.
7. **Opening of Quotations:** Quotations will be opened immediately after the closing date and time specified in item 5 above by at least three appointed officials of the Bank.
8. **Tenderer Eligibility:** Tenderer must submit Documentary evidence to show His/her eligibility to be awarded a contract to cover each of the following:
 - i. Certificate of registration or incorporation
 - ii. Form CR12 or Equivalent
 - iii. Valid tax compliance certificate.
 - iv. AGPO Certificate. (where applicable)
 - v. Provide datasheet/ brochures for offered products.
 - vi. Provide documents and qualifications for proposed staff.
 - vii. The Tenderer shall also complete the attached forms to confirm eligibility and non-existence of a conflict of interest in relation to this procurement requirement by signing the attached Forms.
9. **Invitation not transferable:** This invitation is not transferable to other firms or individuals not so invited.
10. **Goods Eligibility:** Tenderer must submit as evidence documents to show the country of origin of any goods to be supplied or incorporated in the work or services.
11. **Technical Specifications:** Documentary evidence to show that the goods meet the technical specifications.
12. **Alternative Quotations:** Tenderers **are permitted** to submit alternative quotations for goods/alternative technical solutions for specified parts of the Goods. Only the alternatives, if any, of the Tenderer with the winning quotation conforming to the basic technical requirements shall be considered by the Procuring Entity.
13. **Currency:** Quotations shall be priced in Kenya Shillings. Quotations in other currencies will be rejected if not allowed. The Procuring Entity shall allow quotations in foreign currency.
14. **Evaluation of Quotations:** The evaluation of quotations will be conducted using the procedure set out below:
 - i) Preliminary examination to determine Tenderer eligibility:
 - Certificate of registration or incorporation
 - Form CR12 or Equivalent
 - Valid tax compliance certificate.
 - AGPO Certificate. (where applicable)
 - Provide datasheet/ brochures for offered products.
 - Provide documents and qualifications for proposed staff.

- The Tenderer shall also complete the attached forms to confirm eligibility and non-existence of a conflict of interest in relation to this procurement requirement by signing the attached Forms.
- ii) Technical examination to determine goods eligibility, compliance with technical specifications, and commercial responsiveness.

Note:

- a. Bids that fail in the Preliminary evaluation shall not proceed to Technical Evaluation
 - b. Bids will be evaluated on their responses to the conformity with the minimum requirements as described in the Schedule of Requirements and the documentation availed on the offered products.
 - c. Quotations failing this stage will be rejected and not considered in the next stage.
- iii) Financial comparison of quotations to determine the lowest evaluated quotation. In case foreign currency is allowed, for comparison purposes only, foreign currency quotations will be converted to Kenya shillings using the exchange rates published by the Central Bank of Kenya on the day of submission of quotations.

15. **Lowest Evaluated Quotation:**

- 1) The lowest evaluated quotation shall be recommended for award of contract.
- 2) Award of contract shall be by the placement of a Letter of Acceptance or Local Purchase Order in accordance with Part 3: Contract.
- 3) The currency of award and payment shall be currency in which the quotation was submitted.
- 4) Unsuccessful tenderers who responded will be notified of the accepted quotation, indicating the name and the amount of the accepted quotation.
- 5) The Bank reserves the right to reject any and all bids and reserves the right to waive and/or reject a bid for any of the following reasons: informalities, nonconforming, non-responsive or conditional bids, bids showing any alterations of form or erasures or Irregularities of any kind, additional information not requested, incomplete bids, or bids not conforming with the instructions in any way.
- 6) In the case of tied or identical bids, the Bank reserves the right to award the bid based on additional criteria.
- 7) The bidder that meets the specifications and submits the lowest overall bid price will be awarded the bid by DBK, assuming the bid is determined to be complete and in compliance with the bid requirements. DBK has the right to delete terms or options from the bid contract documents and reserves the right to reject any and all bids and to waive irregularities in said bids. DBK may make multiple awards based on bid prices and corresponding items. The following is a non-inclusive list of criteria that may be used in award of the bid:
 - a) Unit cost of the product
 - b) Product specifications/ Scope of Services
 - c) Warranties or standards of quality
 - d) Capabilities to deliver product per delivery schedules.
 - e) Residence of proposed staff.

16. **Right to Reject:** The Procuring Entity reserves the right to accept or reject any quotation or to cancel the quotation process and reject all quotations at any time prior to contract award.

QUOTATION AND QUALIFICATION DOCUMENTS

- (i) SCHEDULE OF REQUIREMENTS TABLE
- (ii) FORM FOR DISCLOSURE OF INTEREST
- (iii) CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION
- (iv) SELF-DECLARATION FORM

FORM OF QUOTATION [To be completed by Tenderer]

| | |
|--|--|
| Quotation Addressed to (Procuring Entity) | |
| Date of Quotation | |
| Quotation Reference Number: | |
| Subject of Quotation | |

1. We have examined and have no reservations to the Request for Quotation document and understand its full content and intent.
2. In compliance with your request for quotations date **October 28, 2024** referenced above, we offer to *Supply goods* to cover and conform to our pricing listed in the attached in Table B and at a total price of Kenya Shillings _____ (in words) _____

OR in Foreign Currency (if allowed), Currency _____ amount _____ (in words) _____
 And that the prices remain valid for 60 days.
3. We confirm that we are eligible to participate in public procurement and meet the eligibility criteria specified in Part 1: INSTRUCTIONS TO TENDERERS.
4. We also confirm that the *goods to be supplied* conform to the **SCHEDULE OF REQUIREMENTS TABLE** below and in conformity with technical specifications listed in PART 2: SCHEDULE OF REQUIREMENTS of this RFQ Document.
5. We undertake to adhere by the Code of Ethical Conduct for Suppliers, Contractors and Service Providers, copy available from www.devbank.com during the procurement process and the execution of any resulting contract.
6. We confirm that the prices quoted are fixed and firm for the duration of the validity period and performance of the contract and will not be subject to revision or variation.
7. The validity period of our quotation is: _____ days from the time and date of the submission deadline (*number to be same as in the instructions to Tenderers*).
8. We confirm we are not submitting any other Quotation as an individual or firm, and we are not participating in any other Quotation as a Joint Venture member or as a subcontractor.
9. We, along with any of our subcontractors, suppliers, Engineer, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to a temporary suspension or a debarment imposed by the Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.
10. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
11. We hereby certify and confirm that the Quotation is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the "Certificate of Independent Quotation Determination" attached below.

12. We, the Tenderer, have completed fully and signed the **FORM FOR DISCLOSURE OF INTEREST**- interest of the firm in the Procuring Entity, attached below.

The Delivery/Completion period offered is: _____ days from date of acceptance of Quotation. The warranty period offered is _____ weeks.

Quotation Authorized by:

Name and designation _____

Signature: _____

i) **SCHEDULE OF REQUIREMENTSTABLE****REQUISITION No. RFQ DBK/RFQ/037/2024****Kindly send us a quotation for the following items. Prices shall remain valid for the 60 days and shall be inclusive of all costs and taxes.**

NOTE.

| | ITEM | UOM | UNIT PRICE | BRAND NAME | PARTICULARS |
|----|--|-----|------------|------------|-------------|
| 1. | Cleaning & Tea making Services | | | | |
| 2. | Sanitary, Garbage and Fumigation Services | | | | |
| 3. | Add a list of materials and their proposed rates | | | | |

NOTE

1. To be considered for this tender, all sealed bids must be received by due date and time. Bids received after bid opening date and time will not be considered under any circumstances.
2. Unit Price: include everything INCLUSIVE of taxes. The accepted prices will be maintained for a minimum period of one year and purchases will be made through Purchase orders at the stated contact prices.
3. The Bank reserves the right to order additional quantities/scope than stated as approximate amounts after initial award based on Vendor's willingness to hold their bid price and mutually agreed-upon quantities and delivery dates.
4. Awarded bidder's Form of Quotation and price sheet, as accepted by the Bank, will be incorporated as part of the purchase order or contract. Contract (s) resulting from this RFQ will remain valid until terminated or another tender/ contract is entered into.
5. Seller warrants that all articles will conform to applicable specifications, descriptions, and samples, and will be merchantable, of good workmanship and material and free from defect. Unless manufactured pursuant to detailed design furnished by purchaser, seller assumes design responsibility and warrants the articles to be free from design defect and suitable for the purpose intended by the purchaser.
6. Seller's warranties together with its service guarantees shall run to purchaser and its users of the articles and shall not be deemed to be exclusive. Purchaser's inspection, approval, acceptance, use of or payment for all or any part of the articles shall in no way affect its warranty rights whether or not a breach of warranty has become or should have become evident at the time.
7. Purchaser reserves the right to cancel any order where goods are not received within sixty days of the purchase order date, unless a longer or shorter delivery period is specified in the request for bids or on the face of the purchase order.

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name _____

Title or Designation _____

(Signature & Stamp)_____
(Date)

ii) **FORM FOR DISCLOSURE OF INTEREST** - Interest of the Firm in the Procuring Entity.

- i) Are there any person/persons in **Development Bank of Kenya** who has/have an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

| | Names of Person | Designation in the Procuring Entity | Interest or Relationship with Tenderer |
|---|-----------------|-------------------------------------|--|
| 1 | | | |

ii) **Conflict of interest disclosure**

| | Type of Conflict | Disclosure YES OR NO | If YES provide details of the relationship with Tenderer |
|---|--|----------------------|--|
| 1 | Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer. | | |
| 2 | Tenderer receives or has received any direct or indirect subsidy from another tenderer. | | |
| 3 | Tenderer has the same legal representative as another tenderer | | |
| 4 | Quotation has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the quotation of another tenderer or influence the decisions of the Procuring Entity regarding this quotation process. | | |
| 5 | Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the quotation. | | |
| 6 | Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Quotation Document. | | |
| 7 | Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Quotation document or specifications of the Contract, and/or the Quotation evaluation process of such contract. | | |
| 8 | Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the Contract. | | |
| 9 | Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the quotation process and execution of the Contract? | | |

iii) **Certification**

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name _____

Title or Designation _____

(Signature) _____

_____) _____
(Date)

iv) CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION

I, the undersigned, in submitting the accompanying Letter of quotation to the Development Bank of Kenya for: Request for Quotations for Provision of Cleaning Services for Nakuru Branch- Ref No: DBK/RFQ/037/2024 in response to the request for tenders made by:_____

[Name of Tenderer] do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of _____ *[Name of Tenderer]* that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tenderer will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the quotation on behalf of the Tenderer;
4. For the purposes of this Certificate and the quotation, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) has been requested to submit a quotation in response to this request for quotations;
 - b) could potentially submit a quotation in response to this request for quotations based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
 - a) The Tenderer has arrived at the quotation independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b) the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for quotations, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) methods, factors or formulas used to calculate prices;
 - c) the intention or decision to submit, or not to submit, a quotation; or
 - d) the submission of a quotation which does not meet the specifications of the request for quotations; except as specifically disclosed pursuant to paragraph (5) (b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
8. the terms of the quotation have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official quotation opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name _____

Title _____

Date _____

[Name, title and signature of authorized agent of Tenderer and Date]

v) SELF-DECLARATION FORM

We, the Tenderer _____

Submitting our Quotation in respect of Quotation No **DBK/RFQ/037/2024** for **Request for Quotations for Provision of Cleaning Services for the Development Bank of Kenya, Nakuru Branch.**

DECLARE AS FOLLOWS:

That, We the Tenderer including any entity or individual that directly or indirectly controls, is controlled by or is under common control with us, and any subcontractors, suppliers, project managers, consultants, manufacturers, service providers, agents, individuals, or any other party involved or to be involved for any part of the processes of procurement and contract execution related to the above quotation:

- a) have not engaged/will not engage in any corrupt or fraudulent practices in the processes of procurement and contract execution related to the above quotation as defined and/or described in the following:
 - i) the RFQ for the above Quotation;
 - ii) Kenya's Public Procurement and Asset Disposal Act, 2015) and its attendant Regulations;
 - iii) Kenya's Anti-Corruption and Economic Crimes Act, 2013; and
 - iv) any such other Acts or Regulations of Government of Kenya;
- b) have not offered/will not offer any inducement to any member of the board, management, staff and/or employees and/or agents of the **Development Bank of Kenya**;
- c) have not engaged/will not engage in any collusive or corrosive practice with other tenderers participating in the subject quotation;
- d) have not been sanctioned or debarred by any entity from participation in public procurement proceedings of Kenya.

That, what is deponed to herein above is true to the best of our knowledge, information and belief.

Name of the Tenderer:

[Insert complete name of tenderer signing the quotation]

Name of the person duly authorized to sign the quotation on behalf of the Tenderer:

[Insert complete name of person duly authorized to sign the quotation]

Title of the person signing the Quotation:

[Insert complete title of the person signing the quotation]

Signature of the person named above:

[Insert signature of person whose name and capacity are shown above]

PART 2: SCHEDULE OF REQUIREMENTS

TABLE A. SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATIONS

Tenderer to complete Column E Indicating YES or No, and if NO indicate the specification of the offered item]

| DESCRIPTION OF GOODS/SERVICES | CONFORMITY WITH TECHNICAL SPECIFICATIONS <i>To be filled by Tenderer</i> | INDICATE STAFF /BRAND OFFERED |
|---|---|-------------------------------|
| A | B | |
| <p>Specifications/Requirements:</p> <p>1. Cleaning Services</p> <ul style="list-style-type: none"> ○ Daily cleaning of office spaces, including sweeping, mopping, and washing floor surfaces; cleaning partitions, fittings, glass surfaces, baseboards, doors, and ledges; emptying waste bins; and cleaning and arranging office furniture and equipment. ○ Weekly cleaning of washrooms, closets, and kitchens, including cleaning walls, floors, countertops, and fittings; collecting and cleaning utensils; and providing refreshments. ○ Monthly deep cleaning of the entire office space. <p>2. Technical Specifications</p> <ul style="list-style-type: none"> ○ The contractor will be responsible for cleaning, tea preparation services, messenger services, and will ensure that all areas are maintained using environmentally friendly products. ○ The contractor will carry out periodic deep cleaning on a regular basis as and when required, including the supply, installation, service and re-fill of hygiene equipment in line with the provisions of the health and safety standards. ○ The contractor should have a clear plan for fumigation and pest control, including the types of chemicals to be used, the frequency of application, and the safety measures to be taken. ○ The contractor should have a plan for dealing with any pest infestations that may occur between scheduled fumigations. <p>3. Schedule, Materials, and Staffing</p> <ul style="list-style-type: none"> ○ The contractor shall indicate the range of general and detailed cleaning activities to be undertaken daily, weekly, monthly, or quarterly and will provide a schedule indicating the proposed dates of the activities. ○ The contractor shall, in all instances, be responsible for the provision of all tools, equipment, and consumables necessary for cleaning, washing, and | | |

| | | |
|--|--|--|
| <p>sanitizing.</p> <ul style="list-style-type: none">○ The contractor shall provide adequate staff to cover the indicated scope of services, including an account manager, cleaning supervisor, and cleaning crew. <p>4. Staffing Requirements</p> <ul style="list-style-type: none">○ The minimum qualification for the cleaning staff assigned to the contract is a KCSE Certificate.○ All staff provided by the Contractor are required to have a Certificate of Good Conduct or police clearance,○ A valid certificate of medical examination/ Food Handling certificates from the County Government of Nakuru.○ All staff provided by the Contractor are required to wear a suitable uniform provided by the Contractor for identification purposes at all times. | | |
|--|--|--|

PART 3: CONTRACT

CONTRACT AGREEMENT

(1) THIS CONTRACT AGREEMENT is made onday of, 2024
Between **Development Bank of Kenya Limited** and having its principal place of
Business at 16th Floor, Finance House, Loita Street, P.O. Box 30483- 00100, Nairobi, Kenya.
and

[Insert name of Supplier], and having its principal place of business at

[Insert address of Supplier].

(2) WHEREAS the Procuring Entity invited quotations for the Supply of Goods/Services described
in Table B, i.e. **Provision of Cleaning Services for Nakuru Branch** and has accepted a Quotation by the
Tenderer in the sum of _____

[insert Contract Price in words and
figures]
(Hereinafter called "the Contract Price").

(3) NOW THIS AGREEMENT WITNESSED AS FOLLOWS:

1. This Contract Agreement includes the following documents:

- (a) Table A. SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS
- (b) Table B. QUOTATION SUBMISSION TABLE
- (c) FORM OF QUOTATION
- (d) Conditions of Contract

2. In consideration of the payments to be made by the Procuring Entity to the *Supplier* as
hereinafter mentioned, the *Supplier* hereby covenants with the Procuring Entity to provide the
Goods/works/services and to remedy defects therein in conformity in all respects with the provisions
of the Contract.

3. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of
the Goods 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.

(4) In WITNESS whereof the parties hereto have caused this Agreement to be executed in
accordance with the laws of Kenya.

For and on behalf of the Procuring Entity

Signed:.....Name:.....
in the capacity of *Chief Executive Officer*

in the presence of Designation:

For and on behalf of the Supplier/Contractor/Service Provider

Signed:

Name:.....

in the capacity of

For and on behalf of

in the presence of

Signed:.....Name:.....

[identification of official witness]. I.D. No:

CONDITIONS OF CONTRACT

1. Language

The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Procuring Entity, shall be written in the English Language.

2. Eligibility

The goods shall have the nationality of an eligible country. All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries.

3. Notices

Any notice given by one party to the other pursuant to the Contract shall be in writing.

4. Governing Law

The Contract shall be governed by and interpreted in accordance with the Laws of Kenya, unless otherwise specified hereunder.

5. Settlement of Disputes

The Procuring Entity and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If the parties have failed to resolve their dispute or difference by such mutual consultation, either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration. The dispute shall be referred to adjudication or arbitration in accordance with the laws of Kenya.

6. Supplier/Contractor/Service Provider Responsibilities

The Supplier shall supply all the Goods included in the Schedule of Requirements.

7. Contract Price

Prices charged by the Supplier under the Contract shall not vary from the prices quoted by the Supplier in its quotation.

8. Terms of Payment

The Contract Price shall be paid One hundred (100) percent of the Contract Price for price of goods received upon submission of a claim/invoice supported by the acceptance certificate issued by the Procuring Entity.

9. Inspections and Tests

The Supplier shall at its own expense and at no cost to the Procuring Entity, carry out all such tests and/or inspections of the Goods, works or Services to confirm their conformity to technical specifications.

10. Warranty

The Supplier warrants that all the Goods are new, unused, and of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract.