



**KIMAWASCO**  
**KILIFI MARIAKANI WATER AND**  
**SEWERAGE COMPANY LIMITED**

Call: 0727-110 711 / 0737-442 525

Email: [info@kilifiwater.co.ke](mailto:info@kilifiwater.co.ke)

Website: [www.kilifiwater.co.ke](http://www.kilifiwater.co.ke)

P.O. Box 275-80108 KILIFI

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**CONTRACT NAME: SUPPLY AND DELIVERY OF BRAND-NEW MOTOR  
VEHICLE TYRES KDG 294A**

**REFERENCE NO. KIMAWASCO/RFQ/027/2023/2024**

**Issued on: 14<sup>th</sup> May, 2024**

**Submission date; 16<sup>th</sup> May, 2024 at 1100Hrs**

**REQUEST FOR QUOTATIONS (RFQ)**

**To:** .....

**From: Kilifi Mariakani Water and Sewerage Company Limited**

**P.O.BOX**

**275-80108 Kilifi, along Mombasa Malindi road**

**at former Kddp Offices, in Kilifi Town.**

**SUPPLY AND DELIVERY OF MOTOR VEHICLE TYRES; KIMAWASCO/  
RFQ/027/2023/2024**

1. Kilifi Mariakani water and Sewerage Company Limited invites you to submit quotations for supply of goods indicated in detail in “Table A. Schedule of Requirements and Specifications”. The quotation shall follow the instructions and documents in this RFQ document and shall be in English Language. Tenderers may obtain further information during office hours 0800hrs-0430hrs at the address given below.
2. Quotations shall be submitted in accordance with the instruction in Part 1: Quotation Procedures and in a sealed envelope clearly indicating name and address of tenderer, the quotation name and title and must reach the Procuring Entity at the address indicated below not later than **16<sup>th</sup> May,2024 at 1100HRS** Quotations can be delivered by registered mail, courier or hand delivery at the tenderer's option. Late quotations shall be rejected.
3. Enquiries regarding this quotation may be addressed to the address below;

**Managing Director**

**Kilifi Mariakani Water and Sewerage Company Limited**

**P.O.BOX 275-80108**

**Kilifi**

[info@kilifiwater.co.ke](mailto:info@kilifiwater.co.ke)

**former Kddp Offices, Off Mombasa- Malindi road in Kilifi Town**

4. Any resulting contract shall be subject to the terms and conditions detailed in Part 3: Contract.
5. Please inform by email or express mail the undersigned within two (2) days of receipt of this RFQ if you will not be submitting a quotation.

Address for Submission of Quotations.

- 1) Kilifi Mariakani Water and Sewerage Company Limited
- 2) P.O Box 275-80108 Kilifi. ATT: Managing Director.
- 3) Off Malindi-Mombasa Road at the former KDDP Office – Kilifi Town.
- 4) [info@kilifiwater.co.ke](mailto:info@kilifiwater.co.ke)

Yours sincerely,

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Managing Director

## 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 below, on or before the date and time indicated in sub-item 4 below. Late quotations will be rejected.

### Address for Submission of Quotations.

Kilifi Mariakani Water and Sewerage Company Limited

P.O Box 275-80108 Kilifi. ATT: Managing Director.

Off Malindi-Mombasa Road at the former KDDP Office – Kilifi Town.

**Date of Submission (deadline): 16/05/2024**

**Time of Submission (deadline): 1100Hrs.**

6. **Opening of Quotations:** Quotations will be opened immediately after the closing date and time specified in item 5 (4) above, by at least three appointed officials of the Procuring Entity.
7. **Tenderer Eligibility:** This tender is open to ALL interested bidders. Tenderer

must submit Documentary evidence to show His/her eligibility to be awarded a contract to cover each of the following: (i) valid trading license/ (ii) certificate of registration/incorporation certificate and (iii) valid tax compliance certificate for the previous Financial Year. (iv) AGPO Certificate (where applicable). The Tenderer shall also complete attached forms to confirm eligibility and non-existence of a conflict of interest in relation to this procurement requirement by signing the attached Forms.

8. **Invitation not transferable:** This invitation is not transferable to other firms or individuals not so invited.
9. **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
10. **Technical Specifications:** Documentary evidence to show that the goods meet the technical specifications.
11. **Delivery date:** Earlier delivery date is **7days and late delivery date is 30days from the date of signing contract.**
12. **Alternative Quotations:** Tenderers **are not permitted** to submit alternative quotations for 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 not 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: (i) valid trading license (ii) certificate of registration, and (iii) tax compliance certificate (iv) valid AGPO Certificate (where applicable).

**i. Preliminary Evaluation criteria**

<b>S/N</b>	<b>Mandatory documents</b>	<b>Yes/No</b>
1.	Provide a valid incorporation/ registration certificate	
2.	Attach a valid tax compliance certificate. This shall be checked from the KRA tax compliance checker	
3.	Attach a valid business permit	
4.	Schedule of requirements table	
5.	Form for disclosure of interest	
6.	Certificate of independent quotation determination	
7.	Self-declaration form	
8.	Dully filled tenderer's eligibility- confidential business questionnaire form	
9.	Tender securing declaration form	

ii) Technical examination to determine goods eligibility, compliance with technical specifications and commercial responsiveness. Quotations failing this stage will be rejected and not considered in 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:** The lowest evaluated quotation shall be recommended for award of contract.

16. **Award of contract:** Award of contract shall be by placement of a Letter of Acceptance or Local Purchase Order in accordance with Part 3: Contract. The currency of award and payment shall be currency in which the quotation

was submitted. Unsuccessful tenderers who responded will be notified of the accepted quotation, indicating the name and the amount of the accepted quotation

17. **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**

Instructions to Tenderer. Tenderer must complete and submit as part of the Form of quotation.

- (i) SCHEDULE OF REQUIREMENTS TABLE
- (ii) FORM FOR DISCLOSURE OF INTEREST
- (iii) CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION
- (iv) SELF-DECLARATION FORM
- (v) FOREIGN TENDERER 40% RULE (where provided)
- (vi) CONFIDENTIAL BUSINESS QUESTIONNAIRE
- (vii) TENDER SECURING DECLARATION FORM

**FORM OF QUOTATION** [To be completed by Tenderer]

Quotation Addressed to ( <i>Procuring Entity</i> )	
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 dated.....

Referenced above, we offer to.....

.....  
 .....

*(specify one of supply goods, complete the works or provide*

*the services)* to cover and conform to our pricing listed in the attached

in Table B. Quotation Submission TABLE at a total price of Kenya

Kshs..... (in words) .....

.....

.....

**OR** in Foreign Currency (*if allowed*), Currency \_\_\_\_\_  
 amount\_(in words)

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/works to be constructed/services to be provided (select one)* 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..... (specify website) 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 REQUIREMENTS TABLE**

Item	Description of Goods	Quantity	Unit price (Inclusive of 16% Vat	Total price in Ksh Inclusive of 16% Vat
A	B	C	D	E
1	Brand new tyres size 265/60 R18 AT	5 pcs		
<b>TOTAL PRICE IN KSH.</b>				

Signature..... and seal/Stamp

Name.....

Position.....Authorized for and on behalf of(*specify name of tenderer*)

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

Are there any person/persons in .....

(Name of Procuring Entity) who has/have an interest or relationship in this firm?

Yes/No.....

If yes, provide details as follows.

S/no	Name of person	Designation	Interest or Relationship with Tender
1			
2			
3			

iii) **Conflict of interest disclosure**

S/no	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 such 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.		
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**iv). CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION**

I, the undersigned, in submitting the accompanying Letter of quotation to the

.....[Name of Procuring Entity] for: \_\_\_\_\_  
.....[Name and number of quotation]

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 \_\_\_\_\_ *(insert*

name) submitting our Quotation in respect of Quotation No .....for  
(insert quotation Title

Description) for.....(insert Name of Procuring Entity)

**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  
..... (name of the procuring entity);
- 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 is shown above]*

vi) **FOREIGN TENDERER 40% RULE-** *Not applicable*

**Vii). TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE**

Instruction to Tenderer

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV*.  
Tenderer is further reminded that it is an offence to give false information on this Form.

(a) Tenderer's details

	<b>ITEM</b>	<b>DESCRIPTION</b>
1	Name of the Procuring Entity	
2	Reference Number of the Tender	
3	Date and Time of Tender Opening	
4	Name of the Tenderer	
5	Full Address and Contact Details of the Tenderer.	<ol style="list-style-type: none"><li>1. Country</li><li>2. City</li><li>3. Location</li><li>4. Building</li><li>5. Floor</li><li>6. Postal Address</li><li>7. Name and email of contact person.</li></ol>
6	Current Trade License Registration Number and Expiring date	
7	Name, country and full address ( <i>postal and physical addresses, email, and telephone number</i> ) of Registering Body/Agency	
8	Description of Nature of Business	
9	Maximum value of business which the Tenderer handles.	
10	State if Tenders Company is listed in stock exchange, give name and full address ( <i>postal and physical addresses, email, and telephone number</i> ) of state which stock exchange	

**General and Specific Details**

b) **Sole Proprietor**, provide the following details.

Name in full \_\_\_\_\_ Age Nationality \_\_\_\_\_ Country  
of Origin \_\_\_\_\_ Citizenship \_\_\_\_\_

c) **Partnership**, provide the following details.

	<b>Names of Partners</b>	<b>Nationality</b>	<b>Citizenship</b>	<b>% Shares owned</b>
1				
2				
3				

d) **Registered Company**, provide the following details.

i) Private or public Company

ii) State the nominal and issued capital of the Company\_\_ Nominal Kenya

Shillings

(Equivalent)..... Issued

Kenya Shillings

(Equivalent).....

iii) Give details of Directors as follows.

	<b>Names of Director</b>	<b>Nationality</b>	<b>Citizenship</b>	<b>% Shares owned</b>
1				
2				
3				

**v). 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.....

**Viii). TENDER-SECURING DECLARATION FORM**

[The Bidder shall complete this Form in accordance with the instructions indicated]

Date: .....[insert date (as day, month and year) of Tender Submission]

Tender No.: .....[insert number of tendering process]

To: .....[insert complete name of Purchaser]

I/We, the undersigned, declare that:

1.I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.

2.I/We accept that I / we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation (s) under the bid conditions, because we – (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or(ii) fail or refuse to furnish he Performance Security, in accordance with the instructions to tenders.

3.I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:

- a) Our receipt of a copy of your notification of the name of the successful Tenderer; or
- b) thirty days after the expiration of our Tender.

4. I / We understand that if I am / we are / in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid , and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:.....

Capacity / title (director or partner or sole proprietor, etc.) .....

Name:.....

Duly authorized to sign the bid for and on behalf of: .....[insert complete name of Tenderer]

Dated on .....day of ..... [Insert date of signing] seal or stamp

**PART 2: SCHEDULE OF REQUIREMENTS**

**TECHNICAL SPECIFICATIONS FORWORKS/SERICES**

- a) A preliminary description of the proposed works/services and work method and schedule, including drawings and charts, as necessary, containing all required information by which the proposed works may be evaluated (e.g. technical characteristics, operational capacities, maintenance, environmental effect, etc.) together with manuals or instructions for use or any other relevant information and documentation, delivery/installation schedules, etc.; *-Not applicable*
- b) A detailed statement of how the tenderer will carry out the works/services that will form an integral part of the Contract- *Not applicable*
- c) DRAWINGS- *Not applicable*

**TABLE B. SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATIONS**

Item	Description of Goods	Quantity	Unit price (Inclusive of 16% Vat	Total price in Ksh Inclusive of 16% Vat
A	B	C	D	E
I	Brand new tyres size 265/60 R18 AT	5 pcs		
<b>TOTAL PRICE IN KSH.</b>				

Signature.....

And seal/Stamp.....

Name: .....

Position: Authorized for and on behalf of (*specify name of tenderer*)

.....

Date.....

**PART 3: CONTRACT**

**CONTRACT AGREEMENT**

(1) THIS CONTRACT AGREEMENT is made  
 \_\_\_\_\_ (*specify date*). Between    *[Insert complete*

*name of Procuring Entity*], and having its principal place of Business at \_\_\_\_\_ *[Insert address of Procuring Entity]* and \_\_\_\_\_ *[Insert name of Supplier, or contractor or service provider]*, and having its principal place of business at \_\_\_\_\_ *[insert address of Supplier, contractor or service provider]*.

(2) WHEREAS the Procuring Entity invited quotations for the Supply of Goods/works/services (*select one*) described in Table B, i.e. \_\_\_\_\_ *[insert brief description of Goods, works and Services]* 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/contractor/service provider* as hereinafter mentioned, the *Supplier/contractor/service provider* 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/Contractor/service provider (select one)* in consideration of the provision of the Goods/works/services (*select one*) 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: ..... *[insert signature]*  
in the capacity of..... *[insert title or other appropriate designation]*

in the presence of..... *[insert identification of official witness]*

**For and on behalf of the Supplier/Contractor/Service Provider (select one)**

Signed: ..... *[insert signature of authorized]*

*representative(s) of the Supplier]*

in the capacity of..... *[insert title or other appropriate designation]*

in the presence of..... *[insert identification of official witness]*

## **CONDITIONS OF CONTRACT**

### **1. Language**

The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier/Contractor/Service Provider (*select one*) Provider 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/Contractor/Service (*select one*) 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/Contractor/Service (*select one*) 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/Contractor/Service Provider (*select one*) shall supply all the Goods included in the Schedule of Requirements.

### **7. Contract Price**

Prices charged by the Supplier/Contractor/Service Provider (*select one*) under the Contract shall not vary from the prices quoted by the Supplier/Contractor/Service Provider (*select one*) in its quotation.

### **8. Terms of Payment**

The Contract Price shall be paid One hundred (100) percent of the Contract Price as follows

*(select one)*:

- i) For Goods, price of goods received upon submission of a claim/invoice supported by the acceptance certificate issued by the Procuring Entity.
- ii) For Works, upon valuation by the Contractor of the portion of the works completed, such valuation to be accepted by the Procuring Entity, payments up to final completion certificate.
- iii) For Services, upon valuation by the Service Provider of the services completed, such valuation to be accepted by the Procuring Entity, payments up to final completion certificate

#### **9. Inspections and Tests**

The Supplier/Contractor/Service Provider (*select one*) 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