NAIVASHA TECHNICAL AND VOCATIONAL COLLEGE

Email: Principalntvc@gmail.com/procurement@ntvc.ac.ke

REQUEST FOR QUOTATION

SUPPLY AND DELIVERY OF MECHANICAL/PLUMBING DEPARTMENT MATERIALS FOR JULY 2025 CDAAC EXAMS (HARDWARES)

CONTENTS

PART 1: INSTRUCTIONS TO TENDERERS 1

QUOTATION AND QUALIFICATION DOCUMENTS 3

i) SCHEDULE OF REQUIREMENTS TABLE 5

ii) FORM FOR DISCLOSURE OF INTEREST 6

(iii) Certification 7

iv) CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION 8

v) SELF-DECLARATION FORM 9

vi) FOREIGN TENDERER 40% RULE 10

PART 2: SCHEDULE OF REQUIREMENTS 11

TECHNICAL SPECIFICATIONS FOR WORKS/SERICES 12

TABLE B. SCHEDULE OF REQUIREMENTS TABLE 13

PART 3: CONTRACT 14

CONTRACT AGREEMENT 14

CONDITIONS OF CONTRACT 15

NAIVASHA TECHNICAL AND VOCATIONAL COLLEGE,

P.O.BOX 574-20117 NAIVASHA

SUPPLY AND DELIVERY OF MECHANICAL/PLUMBING DEPARTMENT MATERIALS FOR JULY 2025 CDAAC EXAMS (HARDWARES)

REQUEST FOR QUOTATIONS.

1) NAME AND CONTACT ADDRESSES OF PROCURING

ENTITY.Name: **NAIVASHA TECHNICAL AND**

VOCATIONAL COLLEGE

2) Postal Address: **P.O. BOX 574-20117 NAIVASHA**

3) Request for Quotations No: **NTVC/RFQ/**

4) Contract Name: **SUPPLY AND DELIVERY ELECTRICAL DEPARTMENT MATERIALS FOR JULY MARCH 2025 CDAAC EXAMS**

5)

i. The tenderer will submit any request of clarification in writing to the address below:

PRINCIPALNAIAVASHA
TECHNICAL AND VOCATIONAL
COLLEGE
P.O.BOX 574-20117
NAIVASHA.

ii. The hard copies should be submitted in plain sealed envelopes with the quotation number clearly marked and bearing no indication of the identity of the tenderer and should be addressed to:

THE PRINCIPAL,

NAIVASHA TECHNICAL AND VOCATIONAL COLLEGE

P.O.BOX 574-20117 NAIVASHA

REQUEST FOR QUOTATIONS (RFQ)

To:_____*[Insert Name and Address of selected Tenderer]*

from:_____*(Insert thenameandaddress of the Procuring Entity)*

*(Insert the title of the quotation)*_____

*[Insert Quotation Reference Number]*_____*]*

1. The_____*[insert name of Procuring Entity]* invites you to submit quotations for ……. ……(*insert one of the following: supply of goods, works,provision of services*) 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_____*[insert office hours if applicable i.e. 0900 to 1500 hours]* 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 *[indicate date and time]*. 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 ……*[indicate title and completeaddress of official incharge]*.

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_____*(Specify the number of days)*of receipt of this RFQ if you will not be submitting a quotation.

Address for Submission of Quotations.

1) Name of Procuring Entity _____

2) Mailing Address:_____(*Postal Address (include name of Officer to be attentional).*

3) Physical address ----------

Yours sincerely,

_____

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 quotatio*n* submitted as usually understood in public procurement.

2. **Validity of Quotations**: The quotation will be held valid for_____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.

   1) Name of Procuring Entity _____

   2) Mailing Address: Postal Address (include name of Officer to be attentional)

   _____

   3) Physical address for hand or Courier Delivery to an office or Quotation Box (City, Street Name, Building, Floor Number and Room)

   _____

   4) Date of Submission (deadline):_____(*day, month and year).*

   Time of Submission (deadline):_____(*Kenya time).*

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:** 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, and (iii) valid tax compliance certificate. (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. **Alternative Quotations:** Tenderers **are permitted/not permitted** *(select one)* to submit alternative quotations for goods/alternative technical solutions for specified parts of the Works or Services *(select one*). 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.

12. **Currency:** Quotations shall be priced in Kenya Shillings. Quotations in other currencies will be rejected if not allowed.

The Procuring Entity shall allow/not allow quotations in foreign currency (*procuring Entity to select one)*.

13. **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)

    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.

14. **Lowest Evaluated Quotation:** The lowest evaluated quotation shall be recommended for award of contract.

15. **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

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.

PRELIMINARY EVALUATION/MANDATORY REQUIREMENTS

1. Valid Tax Compliance Certificate which will be verified through KRA TCC Checker
2. Copies of PIN/VAT
3. Certificate of Incorporation/ Business Registration Certificate
4. Valid AGPO Certificate if any
5. Valid certified Current Single Business permit
6. Dully filled, signed and stamped form of tender

QUOTATION AND QUALIFICATION DOCUMENTS

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

(i) SCHEDULE OF REQUIREMENTSTABLE

(ii) FORM FOR DISCLOSURE OF INTEREST

(iii) CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION

(iv) SELF-DECLARATION FORM

(v) FOREIGN TENDERER 40% RULE*(where provided)*

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

Quotation Addressed to (*Procuring Entity*)	**Naivasha technical vocational college**
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 Shillings____ _____(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 beprovided (select one*) conform to the **SCHEDULE OF REQUIREMENTS TABLE** below and in conformitywith 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 sameas 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 Venturemember 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)

ii) **SCHEDULE OF REQUIREMENTS TABLE**

(Procuring Entity will complete the list of items to be same as those on Part 2 Table A. Schedule of Requirements and

No.	Item/Service Description	Unit of issue	Quantity of issue	unit cost Kshs.	Total Price Kshs.
1.	FLAT FILES 200 MM	PCS	22		
2.	ROUND FILE DAI 10	PCS	5		
3.	TRIANGULAR 200 MM	PCS	5		
4.	HACKSAW BLADES	PCS	30		
5.	MILD STEEL BLACK SHEET GAUGE 16	PCS	3		
6	MILD STEEL BLACK SHEET GAUGE 14	PCS	1		
7	GALVANIZED PLAIN SHEET	MTRS	5		
8	MILD STEEL FLAT BAR 2''X1/4	PCS	3		
9	SOLDERING STICKS	PCS	15		
10	BRASS ROD	PCS	20		
11	BOSC ANGLE GRINDER 9 INCH	PCS	2		

Technical Specifications and tenderer should complete columns Dand E).

PLUMBING CUTTING LIST JULY 2025 MATERIAL REQUISITION

S/NO	ITEM DESCRIPTION	UOM (UNIT OF MEASURE)	QUANTITY	UNIT COST	TOTAL COST
1.	BLOCKS(450 BY 200 BY 150 MACHINE CUT)		500PCS		
2.	1 ¼" WASTE PIPE		25PCS		
3.	½" GI PIPE		25PCS		
4.	SINGLE BOWL SINGLE DRAIN STAINLESS SINK		8PCS		
5.	1 ¼" BOTTLE TRAP		8PCS		
6.	½" LONG NIPPLE		20PCS		
7.	3" PVC DOWN PIPE		20PCS		
8.	3" 45 DEGEES PVC BEND		30PCS		
9.	3" 90 DEGREES PVC ELBOW		30PCS		
10	DOWN PIPE		20PCS		
	ER CLIPS		40PCS		

12.	BOX GUTTER		10PCS		
13.	RUBBER MALLET		15PCS		
14.	20MM PVC MALE ADAPTOR		25PCS		
15.	20MM GI PIPE		25PCS		
16.	20MM PVC PIPE		25PCS		
17.	20MM PVC ELBOW		25PCS		
18.	20MM PVC TEE		25PCS		
19.	20MM PVC MALE ADAPTOR		30PCS		
20.	LAYING TROWEL		10PCS		
21.	HACKSAW BLADES		20		
	PPRA LEVY (0.03% EXCLUSIVE OF TAXES)				
	VAT				
	TOTAL				

Signature:_____

And seal/Stamp

Name:_____

Position:

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

_____ _____

Date _____

A. TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESSQUESTIONNAIRE

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

	ITEM	DESCRIPTION
	Name of the Procuring Entity	
	Reference Number of the Tender	
	Date and Time of Tender Opening	
	Name of the Tenderer	
	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address
	Current Trade License Registration Number and Expiring date	
	Name, country and full address (*postal and physical addresses, email, and telephone number*) of Registering Body/Agency	
	Description of Nature of Business	
	Maximum value of business which the Tenderer handles.	
	State if Tenders Company is listed in stock exchange, give name and full address (*postal and physical addresses, email, and telephone number*) of state which stock exchange	

General and Specific Details

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

Name in full_____Age_____Nationality____
Citizenship_____Country of Origin_____
_____

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

	Names of Partners	Nationality	Citizenship	%

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

i) Private or public Company____
the nominal and issued capital of the Company_____

Nominal Kenya Shillings (Equivalent)..... Issued

Kenya Shillings (Equivalent).....

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	%
2				
3				

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

i) 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.

	Names of Person	**Designation in the Procuring Entity**	**Interest or Relationship with Tenderer**
1			
2			
3			

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 thisquotation 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_____ _____*[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 quotatio*n* 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 ofKenya.

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]*

vi) FOREIGN TENDERER 40% RULE

(not to be included in the RFQ for supply of goods, supply and installation of plant and equipment, insurance, purchase of property, and other RFQ where this rule may not be practical).

Pursuant to the provisions in the Public Procurement and Disposal Act, 2015, a Foreign Tenderer must complete this form to demonstrate that the quotation fulfils this condition

ITEM	Description of Work Item	Describe location of Source	COST in K. shillings	Comments, if any
A	Local Labor			
1				
2				
3				
4				
5				
B	Sub contracts from Local sources			
1				
2				
3				
4				
5				
C	Local materials			
1				
2				
3				
4				
5				
D	Use of Local Plant and Equipment			
1				
2				
3				
4				
5				
E	Add any other items			
1				
2				
3				
4				
5				
6				
	TOTAL COST LOCAL CONTENT		XXXXX	
	PERCENTAGE OF CONTRACT PRICE			

PART 2: SCHEDULE OF REQUIREMENTS

TABLE A. SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATIONS

Table A. SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS

Item No	DESCTRIPTION OF GOODS	**Quantity**	**TECHNICAL SPECIFICATIONS (completed by**	**CONFORMITY WITH TECHNICAL SPECIFICATIONS** ***(to be completed by Tenderer)***
1	B	C	D	E
2	**WATER TANK -10,000 LTRS**	1		
3	**WATER TANK -4,000 LTRS**	1		
ATTACHMENTS *(to be listed below and supplied by Procuring Entity)* ETC.				

TECHNICAL SPECIFICATIONS FOR WORKS/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.;

(b) A detailed statement of how the tenderer will carry out the works/services that will form an integral part of the Contract.

(c) DRAWINGS

No any

TABLE B. SCHEDULE OF REQUIREMENTS TABLE

(Procuring Entity will complete the list of items to be same as those on Table A. Schedule of Requirements and Technical Specifications and tenderer should complete columns c-e)

Item	Description of Goods	Quantity	Unit price	Total Price
1	B	C	D	E
2	**WATER TANK -10,000 LTRS**	1		
3	**WATER TANK -4,000 LTRS**	1		
		TOTAL PRICE		

Signature:
And seal/Stamp
Name:

Position:

Authorised 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]* (Herein after 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. QUOTATIONSUBMISSION 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.