



TEA BOARD OF KENYA

*Realizing the Tea Promise*

**TEA BOARD OF KENYA**

Tea House | Naivasha Road, Off Ngong Road

P. O. Box 20064 – 00200 NAIROBI

Tel. (+254) 20 2536869 | 2536886

Cell: (+254) 722-200556 | (+254)734-600944

**Email:** [info@teaboard.or.ke](mailto:info@teaboard.or.ke)

**Website:** [www.teaboard.or.ke](http://www.teaboard.or.ke)

1) **NAME AND CONTACT ADDRESSES OF SUPPLIER**

**Name :**

**Postal Address :**

**Email Address :**

2) Request for Quotations No. **TBK/RFQ/182/2022-2023**

3) Contract Name: **PROVISION OF COURIER SERVICES  
(FRAMEWORK AGREEMENT FOR 3 YEARS)**

## TABLE OF CONTENTS

<b>REQUEST FOR QUOTATIONS (RFQ)</b> .....	3
<b>PART 1: INSTRUCTIONS TO TENDERERS</b> .....	4
<b>QUOTATION AND QUALIFICATION DOCUMENTS</b> .....	5
ii) <i>Conflict of interest disclosure</i> .....	8
iii) <b>CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION</b> .....	10
iv) <b>SELF-DECLARATION FORM</b> .....	12
<i>DECLARE AS FOLLOWS:</i> .....	12
<b>TABLE A. SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATION</b> .....	13
<b>CONTRACT AGREEMENT</b> .....	18
<i>For and on behalf of the Procuring Entity</i> .....	18
<b>1. Language</b> .....	19
<b>2. Eligibility</b> .....	19
<b>3. Notices</b> .....	19
<b>4. Governing Law</b> .....	19
<b>5. Settlement of Disputes</b> .....	19
<b>6. Supplier/Contractor/Service Provider Responsibilities</b> .....	20
<b>7. Contract Price</b> .....	20
<b>8. Terms of Payment</b> .....	20
<b>9. Inspections and Tests</b> .....	20
<b>10. Warranty</b> .....	20

## REQUEST FOR QUOTATIONS (RFQ)

To: \_\_\_\_\_

**From: Tea Board of Kenya, P. O. Box 20064 – 00200 Nairobi.**

**Request for Quotation Tittle: Provision of Courier Services (Framework Agreement for 3 years)**

**Request for Quotation No. TBK /RFQ/182/2022-2023**

1. The Tea Board of Kenya *invites* you to submit quotations for **Provision of Courier Services (Framework Agreement for 3 years)** 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 (8:00am to 16:00pm) *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 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 **21<sup>st</sup> June 2021 at 11:00am**. 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 Head of Supply Chain Management, Tea Board of Kenya.
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.

### **TEA BOARD OF KENYA**

**Tea House | Naivasha Road, Off Ngong Road**

**P. O. Box 20064 – 00200 NAIROBI**

Tel. (+254) 20 2536869 | 2536886

Cell: (+254) 722-200556 | (+254)734-600944

**Email:** [info@teaboard.or.ke](mailto:info@teaboard.or.ke)

Yours sincerely,

\_\_\_\_\_  
**SUPPLY CHAIN MANAGEMEN**

## **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 **90 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.

**TEA BOARD OF KENYA**

**Tea House | Naivasha Road, Off Ngong Road**

**P. O. Box 20064 – 00200 NAIROBI**

Tel. (+254) 20 2536869 | 2536886

Cell: (+254) 722-200556 | (+254)734-600944

**Email:** [info@teaboard.or.ke](mailto:info@teaboard.or.ke)

Date of Submission (deadline): **21/06/23**

Time of Submission (deadline): **11.00 am**

- 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:** As per the Mandatory requirements. 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 not permitted** to submit alternative quotations for goods/alternative technical solutions for specified parts of the Works or Services. 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 not allow quotations in foreign currency.
- 13.Evaluation of Quotations:** The evaluation of quotations will be conducted using the procedure set out below:
- i. **Preliminary examination to determine Tenderer eligibility:** As per mandatory evaluation.
  - ii. **Technical examination** to determine goods/ services 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.

## **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*)

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

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

If yes, provide details as follows.

<b>No.</b>	<b>Name of Person</b>	<b>Designation in the Procuring Entity</b>	<b>Interest or Relationship with Tenderer</b>
1			
2			
3			

**ii) Conflict of interest disclosure**

		<b>Disclosure YES OR NO</b>	<b>If YES provide details of the relationship with Tenderer</b>
1.	Tenderer is directly or indirectly controls, is controlled by or is under common control with other tenderer.		
2.	Tenderer receives or has received any direct 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 put it in apposition 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 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 close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in preparation of the		



		<b>Disclosure YES OR NO</b>	<b>If YES provide details of the relationship with Tenderer</b>
	Quotation Document or specifications of the Contract, and/or the Quotation evaluation process of such contract		
8.	Tenderer has 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.		

**iii) 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]*

**iv) 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 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 are shown above]*

## **PART 2: SCHEDULE OF REQUIREMENTS**

### **TABLE A. SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATION**

#### **Scope of Work**

**The successful bidder will be expected to comply with the following:**

#### **Contract Duration**

The framework agreement shall be for a period of three (3) years with effect from 1<sup>st</sup> July 2023.

#### **A. The Service**

Tea Board of Kenya requires courier services for dispatch and collection of mail and parcels from the Board to other organizations located within and outside the country on request.

#### **B. Area of coverage**

**The scope of service will include all counties in Kenya and outside the country on request.**

#### **C. The services details will include but not limited to:**

- i. A service level agreement or schedule on pick- up (collection) and delivery times to be done and be mutually agreed upon by the two concerned parties.
- ii. The mail and parcel collected from the client's offices are to be delivered to various destinations as specified.
- iii. Induct the mail services personnel on how to package the mail and parcels earmarked for dispatch
- iv. The service provider shall fill and avail proper documentation on items (mail and parcels) collected and delivered in the form of waybills. This will include details such as the charges per item which should be classified per weight, volume, unit and destination (specified as Zones)
- v. The service provider shall have Insurance cover in place to mitigate against any loss or damage of mail and parcels on transit.

- vi. The service provider shall safeguard the interests of the Board by ensuring confidentiality.
- vii. The service provider is expected to observe due care and safety of parcels in the provision of this essential service failure to which the service provider will be liable for any damage or loss of goods while in their possession.
- viii. The Board shall not be liable for the transportation of any contraband items or any illegal items and substances.
- ix. Ensure same-day, overnight, public holiday and weekend courier service delivery as required and express delivery for urgent conveyance.
- x. Ensure all courier documentation is properly filled out with complete details at the origin and destination. eg complete name of the sender, the Boards offices physical address, telephone number/email and complete name of the notified party at the destination.
- xi. Ensure the availability of online and reliable tracking systems to track and trace the parcels when required
- xii. Direct contact person be available to assist with the Boards account
- xiii. Provide proof of delivery once a consignment has been delivered after one working day
- xiv. Provide pre-packaging material when requested
- xv. Provide early alerts for any delays that fall outside the agreed timelines.
- xvi. Keep history of the past collections and/ or deliveries for audit and information purposes
- xvii. Generate activity reports, online statements, and invoices

## Evaluation

### Mandatory evaluation

The tenderer's submission will either be responsive or non-responsive. The nonresponsive submissions in any of the above mandatory requirements will be eliminated from the entire evaluation process and will not be considered further.

No.	Criteria	Yes/No
MR1	Submit a copy of the Firm's Registration/ Incorporation certificate.	
MR2	Submit a copy of a valid Tax Compliance Certificate from Kenya Revenue Authority (KRA).	
MR3	Provide a Current CR12 issued not more than 12 Months from the date of closing the tender issued by the Registrar of Companies.	
MR4	Must submit a valid business permit from the respective County Government.	
MR5	Provide Valid copy of Compliance Certificate to operate Postal/Courier issued by the Communications Authority of Kenya	
MR6	Evidence of having provided similar services to at least five (5) clients in the last 5 years. (attach copies of signed contracts and LSO's)	
MR7	The tender document to be properly bound and paginated/serialized from the first page to the last page including attachments in the format 1, 2, 3.....	
MR8	Tenderer must complete and submit Form for Disclosure of Interest Certificate of Independent Quotation Determination Self-Declaration Form	

## Technical Evaluation

Bidders scoring a total of 75% and above at the technical evaluation stage will proceed to the final stage of financial evaluation.

No.	Evaluation Criteria	Description	Maximum Score
TR1	Evidence of insurance cover to compensate against theft and breakage losses	Provide evidence of insurance cover	20
TR2	Provide list of at least 2 trucks and 5 motor cycles etc. available to carry out task (attach log books as proof of ownership/ Lease agreement)	5 marks for each truck 2 marks for each motor cycle) Others to be prorated	20
TR3	Show staff establishment in form of an organization structure	Absence of demonstration of well described organization structure will earn <b>0 marks</b>	5
TR4	Evidence of at least 5 years of experience in provision of courier (1 Marks for each year)		5
TR5	Provide physical address of office premises	Details of physical address contacts with copy of either lease document or latest utility bills (5 marks)	5
TR6	Proof of operations / network coverage of destinations serviced by the courier with country wide reach.	Provide list of destinations serviced by the courier with contacts and physical locations	10
TR7	List of 5 current clients	Provide contracts and LPOs of 5 clients as proof of assignment done within the last 5 years. 5 clients or more Others prorated at: <u>Number of clients x 30</u> 5	30
TR8	Proof of online tracking system for mail and parcels	Provide proof of installation/ ownership of an online tracking system for mail and parcels	5
<b>Maximum Total Score</b>			100

**Bidders scoring a total of 75% and above at the technical evaluation stage will proceed to the final stage of financial evaluation.**



**FINANCIAL EVALUATION**  
**TABLE B. SCHEDULE OF REQUIREMENTS TABLE**

<b>A</b> Item	<b>B</b> Cost of delivery of letters/parcels within Nairobi and its environs	<b>D</b> Unit	<b>E</b> Unit cost per parcel inclusive of all taxes
<b>1</b>	<b>Within Nairobi County</b>		
	0-350gms	Parcel	
	350-1000gms	Parcel	
	1001-5000gms	Parcel	
	5001 and above	Parcel	
<b>2</b>	<b>Nairobi to Mombasa</b>		
	0-350gms	Parcel	
	350-1000gms	Parcel	
	1001-5000gms	Parcel	
	5001 and above	Parcel	
<b>3</b>	<b>Nairobi to Kericho</b>		
	0-350gms	Parcel	
	350-1000gms	Parcel	
	1001-5000gms	Parcel	
	5001 and above	Parcel	
<b>4</b>	<b>Within Mombasa County</b>		
	0-350gms	Parcel	
	350-1000gms	Parcel	
	1001-5000gms	Parcel	
	5001 and above	Parcel	
<b>5</b>	<b>International</b>		
	The bidder to provide rates for international destinations	Parcel	

Signature.....

And seal/Stamp

Name.....

Position:

Authorized for and on behalf of (Specific name of tenderer)

.....

Date-----

## 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]*

**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.