

# **GARISSA UNIVERSITY**

# REQUEST FOR QUOTATION FOR

<b>Quotation Name</b>	PROVISION FOR VEHICLE SERVICES
Quotation No.	GaU/RFQ/21/2024-2025

ISSUED ON: 14th January 2025

**SUBMISSION DATE: 21st January 2025** 

Head of Supply Chain Management, Garissa University, P.O BOX 1801-70100, Garissa.

Email; Procurement@gau.ac.ke
Phone No: 0116107574

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#### REQUEST FOR QUOTATIONS (RFQ)

Го:	[Insert Name and Address of selected Tenderer]
From: GARISSA UNIVERSITY	

RFQ TITLE: PROVISION FOR VEHICLE SERVICES

RFQ No: GaU/RFQ/21/2024-2025

Garissa University invites you to submit quotations for Provision for vehicle Services indicated in detail in "Table A. Schedule of Requirements and Specifications". The quotation shall follow the instructions and documents in this RFO document and shall be in English Language. Tenderers may obtain further information during office hours from 0800-1700hrs at the address given below.

- 1. 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 21st January 2025. Quotations can be delivered by registered mail, courier or hand delivery at the tenderer's option. Late quotations shall be rejected.
- 2. Enquiries regarding this quotation may be addressed to:

Head of Supply Chain Management, Garissa University, P.O. BOX1801-70100, Garissa.

Email: Procurement@gau.ac.ke

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

Head of Supply chain management, Garissa University, P.O. BOX1801-70100, Garissa.

Email: Procurement@gau.ac.ke.

Phone No: 0116107574

Yours sincerely,

For:

Head of Supply Chain Management,

Garissa University.

#### 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 <u>term Tenderer</u> shall mean the firm or person invited to submit a quotation. The <u>term Quotation</u> herein shall mean the quotation submitted as usually understood in public procurement.
- 2. **Validity of Quotations**: The quotation will be held valid for 30 days from the date of submission.
- 3. **The Quotation shall consist of** completed Tables A, B 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.

Head of Supply Chain Management, Garissa University, P.O Box 1801 -70100, Garissa.

Email: Procurement@gau.ac.ke

Date of Submission (deadline): Tuesday 21st January 2025

Time of Submission (deadline): 11.00am.

- 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 **not permitted** to submit alternative quotations for goods. 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: (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 (where applicable).
  - 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

#### **Evaluation Criteria**

The following criteria shall form the basis of the evaluation

No.	Preliminary evaluation	Remarks
1.	Copy Certificate of registration/Incorporation	
2.	Copy valid tax compliance certificate	
3.	Copy KRA PIN Certificate	
4.	Copy of Valid Business Permit	
5.	Copy of CR12 for limited companies or copies of national identity card for	
	sole proprietors.	
6.	Dully filled and signed form of quotation	
7.	Dully filled and signed price schedule	
8.	Dully filled and signed form for Disclosure of interest	
9.	Dully filled and signed certification of independent quotation	
10.	Dully filled and signed self – Declaration form	

Note: A bidder who will not Pass the Preliminary examination will not proceed to financial Evaluation.

## QUOTATION AND QUALIFICATION DOCUMENTS

<u>Instructions to Tenderer</u>. 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

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

Q	Quotation Addressed to (Procuring Entity)		
D	ate of Quotation		
Q	uotation Reference Number:		
S	ubject of Quotation		
1.	We have examined and have no reservation content and intent.	ons to the Request for Quotation document, and understand	l its full
2.	(specify of cover and conform to our pricing listed in the	ations dated, referenced above, we come of supply goods, complete the works or provide the set the attached in Table B. Quotation Submission TABLE at a(in words)	ervices) to total price
3.	We confirm that we are eligible to participa in Part 1: INSTRUCTIONS TO TENDERE	ate in public procurement and meet the eligibility criteria sp ERS.	pecified
4.	We also confirm that the REQUIREMENTS TABLE below and SCHEDULE OF REQUIREMENTS of this	(goods to be supplied) conform to the <b>SCHED</b> d in conformity with technical specifications listed in s RFQ Document.	ULE OF PART 2:
5.		nical Conduct for Suppliers, Contractors and Service Provide website) during the procurement process and the execution	
6.	We confirm that the prices quoted are fixed a the contract and will not be subject to revision	and firm for the duration of the validity period and performa on or variation.	nce of
7.	The validity period of our quotation is:deadline (number to be same as in the instru	days from the time and date of the subjuctions to Tenderers).	mission
8.	We confirm we are not submitting any other any other Quotation as a Joint Venture members.	er Quotation as an individual or firm, and we are not particiber or as a subcontractor.	pating in

- 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: warranty period offered is	_weeks.	_days from date of acceptance of	Quotation. The
Quotation Authorized by:			
Name and designation			-
Signature:			

i)	FORM FOR DISCI	OSURE OF INTEREST	- Interest of the Firm in the Procuring Entity.
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i)	Are there any person/persons in (	Name of Procuring	Entity) who	has/have an	nterest or
	relationship in this firm? Yes/No				

If yes, provide details as follows.

	Names of Person	<b>Designation</b> in the	Interest or Relationship with
		<b>Procuring Entity</b>	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 this quotation process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the quotation.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Quotation Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Quotation document or specifications of the Contract, and/or the Quotation evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the quotation process and execution of the Contract?		

## iii) Certification

On behalf of the Tenderer, I certify that the information given above is c submission.	complete, current and accura	te as at the date of
Full Name		
Title or Designation		
(Signature)	(Date)	_)

# iv) CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION

I, the	und	ersigned, in submitting the accompanying Letter of quotation to the
		[Name of Procuring Entity] for:  [Name and number of quotations] in response to the request for tenders made
by:_	Coonti	[Name of Tenderer] do hereby make the following statements fy to be true and complete in every respect:
mat	certi	ry to be true and complete in every respect:
I cert	ify, o	on behalf of [Name of Tenderer] that:
1.	I ha	ve read and I understand the contents of this Certificate;
2.		iderstand that the Tenderer will be disqualified if this Certificate is found not to be true and complete in every sect;
3.		in the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the station on behalf of the Tenderer;
4.		the purposes of this Certificate and the quotation, I understand that the word "competitor" shall include any ividual 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	eTenderer 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.		particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, 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.	rega for	addition, there has been no consultation, communication, agreement or arrangement with any competitor arding the quality, quantity, specifications or delivery particulars of the works or services to which this request tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed suant to paragraph (5)(b) above;
8.	indi Cor	terms of the quotation have not been, and will not be, knowingly disclosed by the Tenderer, directly or irectly, to any competitor, prior to the date and time of the official quotation opening, or of the awarding of the ntract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to agraph (5)(b) above.
	Nar	me
		le
		te

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

# v) SELF-DECLARATION FORM

Wo t	ha Tandarar		(insert name) submitting our Quotation in respect	of Quotation
we, i No	he Tenderer	for	(insert name) submitting our Quotation in respect (insert name)	ert quotation
Title	Description) for		(inset Name of Procuring Entity)	ri quotation
DEC	CLARE AS FOLLOW	S:		
comi provi	non control with us, a	nd any subcontractors, or any other party ir	ividual that directly or indirectly controls, is controlled bes, suppliers, project managers, consultants, manufacture involved or to be involved for any part of the processes of pon:	rers, service
a)			orrupt or fraudulent practices in the processes of procuration as defined and/or described in the following:	ement and
	<ul><li>i) the RFQ for the a</li><li>ii) Kenya's Public F</li></ul>	_	t Disposal Act, 2015) and its attendant Regulations;	
	iii) Kenya's Anti-Co	rruption and Economi	ic Crimes Act, 2013; and	
	iv) any such other A	cts or Regulations of C	Government of Kenya;	
b)			nent to any member of the board, management, staff and/o e of the procuring entity);	r employees
c)	have not engaged/wil subject quotation;	I not engage in any co	ollusive or corrosive practice with other tenderers participate	pating in the
d)	have not been sanctic Kenya.	oned or debarred by an	ny entity from participation in public procurement proc	eedings of
	That, what is deponed	d to herein above is tr	rue to the best of our knowledge, information and belief	•
Nam	e of the Tenderer:	[Insert con	nplete name of tenderer signing the quotation]	
	e of the person duly and all the name of person du	_	quotation on behalf of the Tenderer:[In he quotation]	sert
Title	of the person signing	the Quotation:		quotation]
_	ature of the person na	med above:	[Insert signature of person whose name and capa	city are

# PART 2: SCHEDULE OF REQUIREMENTS

## TABLE B. SCHEDULE OF REQUIREMENTS TABLE

ITEM	ITEMS  NISSAN	ITEM DESCRIPTION		UNIT	UNIT PRICE (KSHS.)
NO.				OF	
				ISSUE	
1.		1.	Oil Filter	NO	
	PATHFIND	2.	Air Filter	NO	
	ER	3.	Fuel Filter	NO	
		4.	Brake Pads Front	SET	
		5.	Brake Pads Rear	SET	
		6.	Front brake disc	NO	
		7.	Rear brake disc	NO	
		8.	Spark Plugs	NO	
		9.	Fuel Pump Assy	NO	
		10.	Tie Rod Ends	SET	
		11.	Ball Joints	SET	
		12.	Rack end	SET	
		13.	Stabilizer Links	SET	
		14.	Wiper Blades	SET	
		15.	D - bush	NO	
		16.	Fun belt	NO	
		17.	Suspension Bushes Front	NO	
		18.	Suspension	NO	
			Bushes Rear		
		19.	Steering rack complete assy	NO	
		20.	Shock Absorbers Front	NO	
		21.	Shock Absorbers Rear	NO	
		22.	Clutch Plate	NO	
		23.	Pressure Plate	NO	
		24.	Release Bearing	NO	
		25.	Ignition Coils	NO	
		26.	Front windscreen	NO	
		27.	Rear windscreen	NO	
		28.	Engine mounting	NO	
		29.	Gear box mounting	NO	
		30.	Door winding machine	NO	
		31.	Head lamp Assy	NO	
		32.	Engine overhaul	SET	
			complete assy		
		33.	Gear box overhaul complete assy	SET	
			Labour		
2.	TOYOTA	1.	Oil Filter	NO	
	HIACE	2.	Element Air Filter	NO	
		3.	Fuel Filter	NO	
		4.	Tie Rod Ends	SET	
		5.	Ball Joints	SET	

	(		CET	1
	6.	Stabilizer link	SET	
	7.	Arm bushes	NO	
	8.		NO	
		D- bush	OPT.	
	9.	Rack Ends	SET	
	10.	Winer Dlades	SET	
	11.	Wiper Blades Drive Shaft Boots (Inner &	NO	
		outer)		
	12.	Brake PadsFront	SET	
	13.		SET	
	14.	Brake Pads Rear Brake Disc Front	NO	
	15.	Drake Disc From	NO	
		Brake Disc Rear		
	16. 17.	Front windscreen Rear windscreen	NO NO	
	18.	Rear windscreen	NO	
	10	Injector pump		
	19.	Cylinder headassy complete	SET	
	20.	Engine overhauling complete Assy	SET	
	21.	Gear box complete assy	SET	
	22.	Shock Absorbers Front	NO	
	23.	Shock Absorbers Rear	NO	
		Labour		
TOYOTA HILUX (PICK-	1.	Oil Filter	NO	
UP)	2.	Element Air Filter	NO	
	3.	Fuel Filter	NO	
	4.	Tie Rod Ends	SET	
	5.	Ball Joints	SET	
	6.		SET	
	7	Rack Ends	SET	
	7.	Wiper Blades	SEI	
	8.	Drive Shaft Boots	NO	
		(Inner&Outer)		
	9.	Brake Pads Front	SET	
	10.	Brake Pads Rear	SET	
	11.		NO	
	12.	Brake DiscFront	NO	
		Clutch Plate		

	1				
		13.	Pressure Plate	NO	
		14.		NO	
		1.5	Release Bearing	NO	
		15. 16.	Shock Absorbers Front	NO NO	
			Shock Absorbers Rear		
		17.	Engine overhauling complete Assy	SET	
		18.	Gear Box overhauling complete Assy	SET	
			Labour		
4.	ICLUZIUMNI 100	1		NO	
4.	ISUZU MV 123 BUS	1.	Oil Filter Partial	NO	
		2.	Oil Filter Main	NO	
		3.		NO	
			Fuel Filter		
		4.	Element Water	NO	
		5.	Separator	NO	
			Air Filter		
		6.	Clutch Plate	NO	
		7.		NO	
		8.	Pressure Plate	NO	
		0.	Release Bearing	NO	
		9.	Brake Foot Valve	NO	
		10.		NO	
		1.1	Brake Valve	NO	
		11. 12.	Brake Drum Front Brake Drum Rear	NO	
		13.	1	SET	
			Brake Lining Front	SET	
		14. 15.	Brake Lining Rear	SET	
		13.	Tie Rod Ends	SEI	
		16.	King Pins	NO	
		17.		NO	
		10	Suspension bushes	NG	
		18.	Shock absorber front	NO	
		19.		NO	
		20	Shock absorber rear	NO	
		20.	Main Leaf	NO	
			Springs		
		21.	Cantra Dalt	NO	
		22.	Centre Bolt	NO	
		22.	U-Bolts	110	
		23.	Combination switch	NO	
		24.	Front windscreen	NO	
		25.	Rear windscreen	NO	
		26.	Speed Sensor	NO	
			Labour		
5.	NISSAN	1.	Lauoui	NO	
J.	11001111	1.	Oil Filter		

	DIESEL	2.		NO	
	URVAN	<u></u>	Air Filter	μ 10	
	UKVAIN	3.		NO	
		5.	Fuel Filter		
		4.	i del i illei	NO	
		Γ.	Brake disc front		
		5.	Brake Pads Front	SET	
		6.	Diake Fads Front	SET	
		0.	Brake Lining	SLI	
		7.	Front windscreen	NO	
		8.	Rear windscreen	NO	
		9.	rear windscreen	SET	
		7.	Ball joint	SE1	
		10.		NO	
		10.	Suspension bushes		
		11.	Shock Absorbers Front	NO	
		12.	Shock Absorbers Rear	NO	
		13.		NO	
			Clutch Plate		
		14.		NO	
			Pressure Plate		
		15.		NO	
			Release Bearing		
			Labour		
6.	LUBRICANTS	1.	Engine Oil 15w40	LTR	
			Diesel		
		2.	Engine Oil Synthetics	LTR	
			5w40 Petrol		
		3.	2t Oil Motorbike	LTR	
		4.	2. On Motorone	KGS	
		'	Motor bearin Grease		
		5.	Abro carb and choke	NO	
			cleaner (net wt 10 Oz)		
		6.	WD – 40 aerosol spray	NO	
		7.	10 delosof spray	LTR	
		, .	Differential Oil Sae/40		
			Lorry		
		8.		LTR	
		Ĭ.	Differential Oil Sae/90		
			Saloon		
		9.		LTR	
		Γ.	Brake Fluid		
		10.		LTR	
			ATF Fluid		
		11.		LTR	
			CVT Fluid		
		12.		LTR	
			Coolant Red/Green		

# NB: Quoted amount should be inclusive of all costs and Applicable Taxes.

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
Between
[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 ( <i>select one</i> ) described in Table B, i.e
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. 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 <i>Supplier/contractor/service provider</i> as hereinafter mentioned, the <i>Supplier/contractor/service provider</i> 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 ( <i>select one</i> ) in consideration of the provision of the Goods/works/services ( <i>select one</i> ) 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.