



COUNTY GOVERNMENT OF KWALE DIANI MUNICIPALITY

**COUNTY MVINDENI OFFICES BUILDING
P.O BOX 4-80403, KWALE**

TENDER REFERENCE NUMBER:

-1662788-2024/2025

TENDER NAME & DESCRIPTION:

**PROVISION OF CLEANING & GARBAGE COLLECTION SERVICES IN GOMBATO AREAS (ZONE II) AND IT'S ENVIRONS
WITHIN DIANI MUNICIPALITY**

Issued by:
Procurement Unit,

Approved by:
Accounting Officer,
Diani Municipality.
P.O BOX 4-80403,
KWALE

To Be Submitted On Or Before Friday 15th October, 2024 at 10.30 am

REQUEST FOR QUOTATIONS (RFQ)

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

From: **COUNTY GOVERNMENT OF KWALE**

Tender RFQ Name: **PROVISION OF CLEANING & GARBAGE COLLECTION SERVICES IN GOMBATO AREAS (ZONE II) AND ITS ENVIRONS WITHIN DIANI MUNICIPALITY**

Tender RFQ Number: **-1662788-2024/2025**

1. The COUNTY GOVERNMENT OF KWALE invites you to submit quotations for **provision of cleaning and Garbage collection services in Gombato areas (Zone II) and its environs within Diani Municipality for a period of 6 months** as 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. *0900 to 1700 hours* at the County Procurement Offices.
2. Completed quotation document must be should be uploaded to the Kwale county government via supplier portal platform so as to be received on or before Friday 15th October, 2024, 10.30am...
3. Enquiries regarding this quotation may be addressed to County Government of Kwale, Accounting officer, Diani municipality through info@kwale.go.ke
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 N/A of receipt of this RFQ if you will not be submitting a quotation.

Address for Submission of Quotations.

- 1) Name of Procuring Entity County Government of Kwale, DIANI MUNICIPALITY
- 2) Mailing Address: info@kwale.go.ke 4-80403 Kwale
- 3) Physical address: Kwale County Mvinden Office

Yours sincerely,

MUNICIPAL MANAGER, DIANI MUNICIPALITY

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 126 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 **COUNTY GOVERNMENT OF KWALE**
- 2) Mailing Address: Postal Address (include name of Officer to be attentional)
www.supplier.treasury.go.ke
- 3) Physical address for hand or Courier Delivery to an office or Quotation Box (City, Street Name, Building, Floor Number and Room)
All Submissions via i-Sourcing portal
- 4) Date of Submission (deadline): 15th October, 2024
- 5) Time of Submission (deadline): 10.30am..
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 . 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** 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.

EVALUATION CRITERIA

Preliminary Evaluation

Ref	Mandatory Requirement/Criteria/Attachments	Yes/No
1	Business Certificate of Registration/Incorporation certificate accompanied with ID Cards of the directors/sole proprietor/partners.	
2	Evidence of payment of trade license through a valid Single Business Permit for the tender under consideration	
3	Proof of compliancy with Kenya revenue authority by paying taxes through valid Tax Compliance Certificate (i-tax)	
4	Dully filled tender document, signed, stamped where applicable (submit in whole)	
5	Dully filled declarations forms	
6	A valid Access to Government Procurement Opportunities(AGPO) Certificate for YOUTH/WOMEN	
7	Bidder to attach a written commitment of compliance with prevailing labour laws in respect to minimum wage and other statutory requirements.	

Technical Evaluation

Tenderers should note that only tenders that score 55 Marks and above on the technical evaluation will qualify to have their financial bids evaluated. Those scoring below 55 Marks will not be evaluated further and will be disqualified.

Ref	Technical Requirements –Min Score 55/70	Marks
1	Proof of adequate workforce to undertake the assignment of a minimum of (fifteen) 15(bidder to provide a list of contacts)	40 marks
2	Provide a detailed work program to undertake the operations	20 marks
3	Ownership of key equipment/tools <ul style="list-style-type: none"> i) Spades 3- 2mks ii) Jembes; 4 2mks iii) Pangas 4 2mks iv) Rakes 4 2mks v) Wheelbarrows 2 2mks 	10mks

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.

13. **Lowest Evaluated Quotation:** The lowest evaluated quotation shall be recommended for award of contract.
14. **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
15. **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 (<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 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) 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 Technical Specifications and tenderer should complete columns D and E).

N O	COST ELEMENTS	FREQUENCY (6 days per week)	COST PER DAY	COST PER MONTH	TOTAL SIX (6) MONTH COST (KES)
1	Rate of equipment usage				
	Personal protective gears				
	Detergents and disinfectants				
	Any other tools/equipment i.e garbage bags, wheelbarrows, collecting bins, etc				
2	Staffs				
	Supervisors				
	Ground men				
	Other staffs				
3	Other overheads costs				
	VAT				
	TOTAL COST				

Signature: _____

And seal/Stamp

Position:

Authorised for and on behalf of (specify name of tenderer) _____

Date _____

ii) FORM FOR DISCLOSURE OF INTEREST - 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

		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.		

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 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 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				
1				
2				
3				
4				
5				
C	Local materials			
1				
2				
3				
4				
5				
D				
1				
2				
3				
4				
5				
E				
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

[Procuring Entity to complete Columns a-d and Tenderer to complete Column Indicating YES or No and if NO indicate the specification of the offered item]

NO	COST ELEMENTS	FREQUENCY (6 days per week)	COST PER DAY	COST PER MONTH	TOTAL SIX (6) MONTH COST (KES)
1	Rate of equipment usage				
	Personal protective gears				
	Detergents and disinfectants				
	Any other tools/equipment i.e garbage bags, wheelbarrows, collecting bins, etc				
2	Staffs				
	Supervisors				
	Ground men				
	Other staffs				
3	Other overheads costs				
	VAT				
	TOTAL COST				

TECHNICAL SPECIFICATIONS FORWORKS/SERICES

SPECIFICATIONS AND SCOPE OF WORKS

Diani Municipality, located in Kenya's south coast along the Indian Ocean, its is located at around 4°17'15.0"S, 39°33'58.0"E which can be reached either through the Diani airport or road by passing from the mainland onto Mombasa Island through the ferry or Dongo Kundu bypass channel followed by a drive of about 20 kms. The municipality was formed in 2019 through grant of a municipal charter. Its jurisdiction covers the area between Magandia on the North and Gazi on the South. Westwards the municipality extends to Vinuni and follows the Indian Ocean coastline to the East and includes Chale Island. The municipality is governed by a Board in line with the provisions of the Urban Areas and Cities Act, 2011.

According to the latest census conducted in 2019 results, Diani Municipality has a population size of 180,788 occupying 329Km² of land. The population is projected to rise to over 250,000 by 2025. Coupled with rural-urban migration and indicates the potential for exponential growth and development in the municipality. It also speaks to the need for planning for future growth.

As per the Urban Areas and Cities (Amendment) Act, 2019 the Diani Municipality is mandated to provide refuse collection and solid waste management services to its constituents. The suburban land-use pattern is also evident with a growing residential population is putting new pressures on the landscape.

AREA OF COVERAGE:

Zone II- Gombato areas and its environs

CONTRACT PERIOD: 6 MONTHS (Renewable upon performance)

DESCRIPTION/SCOPE OF WORK

This shall not be limited to;

Street/Roads and Open Spaces Cleaning

- i) Daily Sweeping and collection of litter on all roads, streets, open public spaces and markets under your area of operation.
- ii) Main streets within the zone shall be maintained clean at all times.
- iii) Daily collection and carting away of garbage to the designated collection points within the Municipality.
- iv) Regular bush clearing and trimming of trees and flowers within the town streets, feeder roads, along major highways, public parks/open spaces and markets.

Cleaning of Storm Water Drainage Channels

- i) All open storm water drainages shall be maintained clean at all times.
- ii) All closed storm water drainages shall be cleaned on regular basis and ensure free flow of storm water.
- iii) All the silt removed from the drainages shall be disposed of in a proper manner.
- iv) All culverts shall be unclogged regularly to avoid unnecessary blockages.

Landscaping

- i) Cutting grass, and clearing of bushes in the open public spaces
- i) Weeds should be removed and litter collected and disposed correctly.
- ii) Planting and maintenance of flowers, trees and grasses in designated green areas and road reserves

Technical Requirements

Manpower Complement

- i) Cleaners (A minimum of 15 pax)
- ii) Supervisors (A minimum of 2 pax)

Leased/Owned Equipment (Minimum)

- vi) Spades 3
- vii) Jembes; 4
- viii) Pangas 4
- ix) Rakes 4
- x) Wheelbarrows 2
- xi) Secateurs 6

TECHNICAL SPECIFICATIONS FORWORKS/SERICES

- xii) Brooms 15
- xiii) Hand Carts 2

TECHNICAL NOTES

- A high standard of cleaning performance in the execution of the works is expected. Poor performance and substandard quality of work will be grounds for termination of the contract.
- All waste collectors **MUST** be provided with **BRANDED PPE** (Personal Protective Equipment) at any given time, these include; Overalls, Gumboots, Heavy Duty Gloves and Dust Masks and any other staff safety requirements.
- All cleaning personnel must be equipped with the right tools for their trade including wheelbarrows, hand carts, reflective gear, hand gloves and any other tools of work in compliance with all statutory provisions.
- The service provider will provide high quality of polythene bags/alternative approved by NEMA to be provided to the cleaners for their routine collection of wastes
- Upon successful contracting, the service provider will be required on a quarterly basis to provide evidence of compliance with minimum wage guidelines in Kenya for staff deployed on this assignment.
- The service provider is expected to deploy a minimum of Fifteen (15) cleaners per zone on this assignment and have a minimum of two Supervisors per zone
-
- Any other emerging illegal site noticed should be attended after the communication has been made by the Municipality Supervisors
- Work should start at 7.00 am to 3.00pm from Monday to Saturday.
- All garbage collected to be disposed at the designated Waste transfer stations/ Skip bins
- No burning of any garbage is allowed either at the collection points or waste transfer stations/Skip bins
- The Final quotation (inclusive of all applicable taxes) should also cover the PPE costs, sanitary tools and equipment and remuneration for the personnel for the six months duration of the contract and this shall be the tender sum to be filled in the form of tender
- Upon successful contracting, the service provider will be required to full comply with minimum wage guidelines in Kenya for staff deployed on this assignment.

TECHNICAL SPECIFICATIONS FOR WORKS/SERVICES

a) DRAWINGS

(Procuring Entity to attach Drawings (if any))

N/A

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]

PART 3: 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

PART 3:CONTRACT

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.