



KENYA PIPELINE COMPANY RETIREMENT BENEFITS SCHEME

P. O. BOX 13633 – 00800

NAIROBI

Website: www.kpcrbs.com

REQUEST FOR QUOTATION

KPCRBS/RT019

PPROPERTY VALUATION

AUGUST 2022

TABLE OF CONTENTS

PREFACE	iii
REQUEST FOR QUOTATIONS.....	vi
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
PART 2: SCHEDULE OF REQUIREMENTS	11
TECHNICAL SPECIFICATIONS FOR SERVICES	12
TABLE B. SCHEDULE OF REQUIREMENTS TABLE.....	13
PART 3: CONTRACT	14
CONTRACT AGREEMENT	14
CONDITIONS OF CONTRACT	15

REQUEST FOR QUOTATIONS (RFQ)

To: All bidders

From:

**KENYA PIPELINE COMPANY RETIREMENT BENEFITS SCHEME,
P. O. BOX 13633 – 00800
NAIROBI
Website: www.kpcrbs.com**

TENDER FOR PROPERTY VALUATION

- 1. KPCRBS/RT/019**
- 2. The Kenya Pipeline Company Retirement Benefits Scheme** invites you to submit quotations for **Provision of Property Valuation Services** for a KPCRBS properties “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 between 0900 and 1600 hours at the address given below.
3. Quotations shall be submitted in accordance with the instruction in Part 1: Quotations must reach the Procuring Entity at the address indicated below not later than **29th August 2022 at 1000hrs**. Late quotations shall be rejected.
4. Enquiries regarding this quotation may be sent to kpcrbstenders@kpc.co.ke;
5. Any resulting contract shall be subject to the terms and conditions detailed in Part 3: Contract.
6. Please inform by email or express mail the undersigned within 3 days of receipt of this RFQ if you will be submitting a quotation. On the following email address kpcrbstenders@kpc.co.ke

Address for Submission of Quotations.

KENYA PIPELINE COMPANY RETIREMENT BENEFITS SCHEME

Completed tender documents must be submitted to the following address:

**The Trust Secretary,
KPC Retirement Benefits Scheme,
Crescent Business centre,
Crescent Road, Off Parklands Road,
PO Box 13633-00800, Nbi- Kenya**

The quotations to be dropped in the tender box at Crescent Business Centre, Crescent Road, off Parklands Road, 5th Floor.

Yours sincerely,

[The Trust Secretary]

PART 1: INSTRUCTIONS TO TENDERERS

1. **Tenderers are advised to read carefully** these instructions and the Conditions of Contract in Part 3: of 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 **91** 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:** Completed tenders documents must be submitted to KPCRBS offices before the closing date

Address for Submission of Quotations.

The Trust Secretary,
KPC Retirement Benefits Scheme,
Cresent Business centre,
Crescent Road, Off Parklands Road,
PO Box 13633-00800, Nbi- Kenya

Date of Submission (deadline): **29th August 2022**

Time of Submission (deadline): **1000 Hours**

6. **Opening of Quotations:** Quotations will be opened immediately after the closing date and time specified above, by at least three appointed officials of the Procuring Entity.
7. **Tenderer Eligibility: MANDATORY REQUIREMENTS**
 - (i) Must submit two (2) copies of the Tender Document, clearly marked original and copies
 - (ii) certificate of registration
 - (iii) Valid Tax compliance certificate. Should be valid as at the tender closing date.
 - (iv) Properly filled, signed and stamped Tender Eligibility – confidential business questionnaire in the prescribed manner in tender document
 - (v) Presentation of a well bound and properly paginated tender document including the attachments
 - (vi) Attach a duly filled, signed and stamped Form of Tender in the format provided (The Tenderer must prepare this Form of Tender on stationery with its letter head clearly showing the Tenderer's complete name and business address
 - (vii) Attach a duly filled, signed and stamped Declaration and Commitment to the Code of Ethics.
 - (viii) Must be a registered property valuer. A copy of the **current valid license** must be submitted
 - (ix) Must fill, stamp and sign the schedule of prices form in the format provided
 - (x) Must submit a duly filled, stamped and signed Tender Declaration Form
 - (xi) Must provide evidence of a valid professional indemnity of a minimum of Kshs. 20 Million

- (xii) Provide a written declaration of any pending litigation issues either for or against the company.

NB: Bidders who do not satisfy any of the above requirements shall be deemed non responsive and shall not be evaluated further. **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. **Technical Specifications:** Documentary evidence to show that the services meet the technical specifications.
10. **Alternative Quotations:** Tenderers are **not permitted** to submit alternative quotations for 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.
11. **Currency:** Quotations shall be priced in Kenya Shillings. Quotations in other currencies will be rejected.

The Procuring Entity shall not allow quotations in foreign currency
12. **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
 - ii) Technical examination to determine 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.
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

TERMS OF REFERENCE

The report should be prepared in adherence to the set professional standards i.e. **International Valuation Standards effective 31st January 2022** and published by The International Valuation Standards Council (IVSC). The high-level, principles-based standards are designed to bring confidence to the valuation output. The Valuation Advisor shall also ensure the following with regards to their valuation report: -

- 1) Details contained therein are statements of fact which are true and correct.
- 2) That due diligence on title has been conducted.
- 3) All limiting conditions have been disclosed.
- 4) That the physical situation of the property inspected corresponds with the identity registered on official/government survey maps
- 5) That as the valuation advisor you have is no interest in any of the property assets.
- 6) That the improvements are not on riparian land, and the property is not exposed to any legal, physical or environmental encumbrances or risks
- 7) That the developments on the land have no adverse social or environmental effect.
- 8) Where assistance was received from an expert in a certain field, the same should be clearly brought to the Client's attention in the report.

In respect to actual Valuations, the report should provide the following set and basis of computation of values: -

- 1) Market Value
- 2) Insurance Value
- 3) Rental Assessment (with comparable rates from the market provided)
- 4) Reserve price for properties under **table 1** below

The Valuer will also be expected to provide their expert commentary / professional opinion on the following;

- 1) Basis for the valuation methodology adopted
- 2) For client appreciation, the definition of each of the values provided i.e. market value, forced sale value, insurance value, rental value etc. as applicable.
- 3) The quality/marketability profile of the development and when compared to general market comparables
- 4) Current general trends in the property markets that would affect the subject of the valuation positively or negatively especially within its location/situation;
- 5) Confirmation of outstanding land rent & property rates payable to the Government and local government authorities, respectively, if any. Where land rents or rates are not applicable, this should be clearly stated. It is a requirement that you attach a copy of application of official search and a payment receipt for the same.
- 6) Interrogation of the official government survey maps / Registry Index Maps (RIM) showing registered location with plot boundaries of the subject property highlighted deed plan and survey plan for the properties.
- 7) Additionally, please specifically conduct the necessary inquiries, searches etc. and expressly confirm that the subject property is not within the area reserved for an airport, railway line, roads (including proposed infrastructure upgrades) and independently validate all the regulatory approvals, including but not limited to the Office of The Director of Survey.

- 8) The property is not adversely mentioned in the *Ndung'u Report*, or any other official sources or other unofficial reports e.g. media reports, www.title.report or others.
- 9) Comment on Mains Utilities connected or available for connection to site i.e. Water, Electricity, Sewer.
- 10) Interrogation of the properties building lines and ensuring there are no encroachments on public land.
- 11) Compile a comprehensive inventory schedule (as obtained from the landlord and physically verified), and professional comment on the adequacy of supplementary utilities connected or available for connection to site i.e. Water (borehole), Electricity (generators), ICT backbone (fiber for data services), security installations, elevators, parking, fire-fighting, solid waste management, storm water and general drainage etc.
- 12) A professional commentary on the profile of the neighborhood and immediate locality accompanied by a marketability profile of the property in the context of wider commercial property markets
- 13) State of occupancy (attach a tenancy schedule for physically verified occupied tenant spaces) during site inspection
- 14) For financial due diligence, the valuer will be expected to independently compile a Tenancy Schedule (which shall be forwarded in an excel format as well) indicating the following information per tenant;
 - a) Tenant Name
 - b) Tenant Profile (trade/economic sub-sector)
 - c) Labelled schedule of areas indicating both gross & net-built up areas and net lettable area per unit type
 - d) Common area apportionment
 - e) Lease commencement date, duration and termination
 - f) Initial rental rate
 - g) Rent review rates and dates
 - h) Monthly rental income
 - i) Service charge rate payable
 - j) Security deposit held by landlord for each tenant
 - k) Parking; No of bays, allotment schedule and parking rate per bay
 - l) Potential monthly rental income achievable (based on market review)

THE VALUER shall obtain copies of duly executed (and registered where applicable) leases from the landlord and attach them as an appendix to the valuation report (scanned electronic format shall suffice).

- 15) A service provider contract schedule (which shall be forwarded in an excel format as well) for all property management and facilities management services currently retained for the property and paid out of the service charge account; all salient contract terms contract terms should be indicated on the schedule.

A site visit for quotation purposes can be arranged by getting in touch with **Kenya Pipeline Company Retirement Benefits Scheme** through kpcrbstenders@kpc.co.ke or **Contact 0709740000**. This site visit and all costs with respect to preparation of this quotation shall be at the bidders' own costs.

Bidders to seek any **CLARIFICATION** through kpcrbstenders@kpc.co.ke

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_____

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: _____

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 column

Table1: Defined Benefits

No.	Property Title	No. of Plots	Total Area (Acres)	LR. Number	Valuation Cost
1	Athi River	1	20.1	1338/6 (Original No. 1338/4/2)	
2	Crescent Business Centre	1	Nine (9) Floor Building (0.5112)	Nairobi/Block 34/200	
3	Valley Road	1	0.95	209/290/4/2 Valley Road	

Signature: _____

And seal/Stamp
Position:

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

Date _____

i) **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**

	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?		

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 APPLICABLE)

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]

Defined Benefits

No.	Property Title	No. of Plots	Total Area (Acres)	LR. Number	Valuation Cost
1	Athi River	1	20.1	1338/6 (Original No. 1338/4/2)	
2	Crescent Business Centre	1	Nine (9) Floor Building (0.5112)	Nairobi/Block 34/200	
3	Valley Road	1	0.95	209/290/4/2 Valley Road	

All interested bidders should visit the properties at their own cost before quoting.

TECHNICAL SPECIFICATIONS FOR WORKS/SERVICES (NOT APPLICABLE)

- (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**

(Procuring Entity to attach Drawings (if any))

TABLE B: SCHEDULE OF REQUIREMENTS TABLE (NOT APPLICABLE)

A Item	B Description	C Quantity	D Unit price	E Total Price in Ksh

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 KENYA PIPELINE COMPANY RETIREMENT BENEFITS
SCHEME _____

[*Insert complete name of Procuring Entity*], and having its principal place of
Business at

[*Insert address of Procuring Entity*] and

[*Insert name of Supplier, or contractor or service provider*], and having its principal place of business at

[*Insert address of Supplier, contractor or service provider*].

(2) WHEREAS the Procuring Entity invited quotations for the Supply of Goods/works/services (*select one*) described in Table B, i.e. _____ [*insert brief description of Goods, works and Services*] and has accepted a Quotation by the Tenderer in the sum of _____ [*insert Contract Price in words and figures*] (hereinafter called “the Contract Price”).

(3) NOW THIS AGREEMENT WITNESSED AS FOLLOWS:

1. This Contract Agreement includes the following documents:

- (a) Table A. SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS
- (b) Table B. QUOTATION SUBMISSION TABLE
- (c) FORM OF QUOTATION
- (d) Conditions of Contract

2. In consideration of the payments to be made by the Procuring Entity to the *Supplier/contractor/service provider* as hereinafter mentioned, the *Supplier/contractor/service provider* hereby covenants with the Procuring Entity to provide the Goods/works/services and to remedy defects therein in conformity in all

respects with the provisions of the Contract.

3.The Procuring Entity hereby covenants to pay the Supplier/Contractor/service provider (*select one*) in consideration of the provision of the Goods/works/services (*select one*) and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

(4) In WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Kenya.

For and on behalf of the Procuring Entity

Signed:[*insert signature*]
in the capacity of [*insert title or other appropriate designation*]
in the presence of [*insert identification of official witness*]

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

Signed:[*insert signature of authorized representative(s) of the Supplier*]
in the capacity of [*insert title or other appropriate designation*]
in the presence of [*insert identification of official witness*]

CONDITIONS OF CONTRACT

1. Language

The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier/Contractor/Service Provider (*select one*) Provider and the Procuring Entity, shall be written in the English Language.

2. Eligibility

All 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 completion of the services and acceptance by the procuring entity.

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 Services to confirm their conformity to technical specifications.