

KENYA PIPELINE COMPANY RETIREMENT BENEFITS SCHEME

P. O. BOX 13633 - 00800

NAIROBI

Website: www.kpcrbs.com

REQUEST FOR QUOTATION

KPCRBS/RT007/2023/2024

PROVISION OF CONSULTING SERVICES FOR UNDERTAKING ORGANIZATION STRUCTURE REVIEW, JOB ANALYSIS AND TRAINING NEEDS ANALYSIS

DECEMBER 2023

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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 PROVISION OF FOR CONSULTING SERVICES FOR UNDERTAKING ORGANIZATION STRUCTURE REVIEW, JOB ANALYSIS AND TRAINING NEEDS ANALYSIS

KPCRBS/RT007/2023/2024

- 1. The Kenya Pipeline Company Retirement Benefits Scheme invites you to submit quotations for Provision of Consulting Services for Undertaking Organization Structure Review, Job Analysis And Training Needs Analysis 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 between 0900 and 1600 hours at the address given below.
- 2. 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 **10**th **January 2024** *1000hrs*. Late quotations shall be rejected.
- 3. Enquiries regarding this quotation may be sent to kpcrbstenders@kpc.co.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 3 days of receipt of this RFQ if you will not be submitting a quotation. On the following email address kpc.co.ke

Address for Submission of Quotations.

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,	
[Trust Secretary KPCRBS]	_

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 <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 <u>182</u> 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 must be submitted before the closing date

Address for Submission of Quotations.

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.

Date of Submission (deadline):10.01.2024

Time of Submission (deadline): 10:00 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:** Tenderer **must** submit Documentary evidence to show eligibility to be awarded a contract to cover each of the following:

MANDATORY REQUIREMENTS

- 1. Consultancy Firm
 - a) Valid Tax Compliance

- b) Certified current CR 12 dated within the last six (6) months from the date of tender opening
- c) Certified Certificate of incorporation
- d) Valid business permit certificate
- e) Filled and stamped Confidential Business Questionniaer
- f) Certified Audited Accounts for the last three (3) years (2022, 2021, 2020) with a minimum annual turnover of Ksh. Ten 10 million
- g) Human Capital of not less than 10 staff (attach certified copies of payroll for the last three months in 2023.
- h) Company profile
- i) Certified f IHRM certificate
- j) Provide six (6) recommendation letters and copies of contracts/LPO's for similar assignments, two (2) of which must be from a Pension Scheme or Provident Fund.

2. Lead Consultant

The lead consultant must meet the following academic and competence based on the following minimum requirements:

- a) Certified copy of Master's degree certificate in Human Resource Management, Organization Development, Business Administration or related field
- b) Updated Curriculum Vitae with proof of related assignments.
- c) Minimum of 10 years experience in human resource management
- d) Qualified Certified Human Resource Practitioner (CHRP Final)
- e) Must have a practicing certificate from the IHRM
- f) Any other relevant qualification/experience will be an added advantage

3. Associate Consultants

- a) Bachelor's degree in Human Resource Management or a related field
- b) Minimum of 5 years experience in related assignments
- c) Updated Curriculum Vitae demonstrating experience in people skills and performance management.
- d) Must be a member of IHRM professional body
- e) Any other relevant qualification/experience will be an added advantage

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. **Service Eligibility:** Tenderer must submit as evidence documents to show the country of origin of any services to be supplied or incorporated in the work or services.
- 10. **Technical Specifications:** Documentary evidence to show that the services meet the technical specifications.
- 11. **Alternative Quotations:** Tenderers are **not permitted** to submit alternative quotations for 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 (See Section 7 above)
 - 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.
- 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

<u>Instructions</u> to <u>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
- (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 understantits full content and intent.		
2. In compliance with your request for quotations dated referenced at to supply services to cover and conform to our pricing listed in the attached in Table 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 & Services to be supplied conform to the SCHEDULE O REQUIREMENTS TABLE below and in conformity with technical specifications listed in PART 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 http://ppra.go.ke/ 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 of the firm in the Procuring Entity, attached below.		SCLOSURE OF INTEREST
	The Delivery/Completion period offered is:	_days from date of acceptance
	of Quotation. The warranty period offered isweeks.	
Q	Quotation Authorized by:	
NI	Iama and decignation	Cianatura

i) SCHEDULE OF REQUIREMENTS

Objectives of the Assignment

I. **BACKGROUND**

In order to attract, maintain and retain talents within the organization and operate in a competitive labour market, Kenya Pipeline Company Retirement Benefits Scheme (KPCRBS) is embarking on a job analysis exercise. The exercise was last conducted in 2014.

Since then, new Scheme's Strategic Plans have been developed and adopted, several system changes have occurred, automation and business re-engineering have been adopted that have changed many processes within, and jobs have changed with their unique profiles.

In view of these changes, the competency and skill requirements have also changed accordingly which ultimately means a change is required in the current Organization structure, Job Descriptions and Job Specifications.

II. **OBJECTIVES OF THE ASSIGNMENT**

Kenya Pipeline Company Retirement Benefits Scheme is endeavoring to expand and exponentially grow within the Pension space towards being a market leader. To this end, the Scheme is focusing on strengthening the people factor by ensuring appropriate talent management. equity, competitiveness, and accountability. The Scheme has therefore commissioned a Job Analysis exercise for all its Jobs carders, whose focus includes but not limited to the terms of reference as listed in this tender document.

Signature:		And	
seal/Stamp			
Name:			
Position: Authorized for a	nd on behalf of (specify name of te	nderer)	
Date			_
ii) <u>FORM FO</u>	OR DISCLOSURE OF INTE	REST - Interest of the Firm in	n the Procuring Entity.
i) Are there a	any person/persons in Kenya I	Pipeline Company who has/h	ave an interest or relationship in
this firm?	Yes/No		
If yes, pro	vide details as follows.		
	Names of Person	Designation in the Procuring Entity	Interest or Relationship with Tenderer

Conflict of interest disclosure ii)

Type of Conflict	Disclosure YES OR NO	YES provide details of the relationship with Tenderer
Tenderer is directly or indirectly control, is controlled by or is under common control with another tenderer.		
Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
Tenderer has the same legal representative as another tenderer		
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.		
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.		
Tenderer would be providing goods, works, non- consulting services or consulting services during implementation of the contract specified in this Quotation Document.		
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.		
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.		
as 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 submitt	ing 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 cer	tify to be true and complete in every respect:
I certify, on behalf ofthat:	[Name of Tenderer]

- 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,

Name	
Title	

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

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

specifically disclosed pursuant to paragraph (5)(b) above.

v) SELF-DECLARATION FORM

We,	the Tenderer	(insert name) submitting our Quotation in
resp	ect of Quotation No	for
		(insert quotation Title Description) for
		(insert Name of Procuring Entity)
DEC	CLARE AS FOLLOWS:	
cont man invo	trolled by or is under common agers, consultants, manufacturer	y entity or individual that directly or indirectly controls, is control with us, and any subcontractors, suppliers, project s, service providers, agents, individuals, or any other party of the processes of procurement and contract execution related to
proc follo		in any corrupt or fraudulent practices in the processes of elated to the above quotation as defined and/or described in the
ii) Ken	ya's Public Procurement and Asset	Disposal Act, 2015) and its attendant Regulations;
iii) Ken	ya's Anti-Corruption and Economic	c Crimes Act, 2013; and
iv) Any	such other Acts or Regulations of C	Government of Kenya;
b) have	e not offered/will not offer any indu	cement to any member of the board, management, staff and/or
emp	ployees and/or agents of	(name of the procuring entity);
	e not engaged/will not engage icipating in the subject quotation;	in any collusive or corrosive practice with other tenderers
	e not been sanctioned or debarraceedings of Kenya.	red by any entity from participation in public procurement
That, w	what is deponed to herein above is	true to the best of our knowledge, information and belief.
	of the Tenderer:ete name of tenderer signing the qu	[Insert
Name	of the person duly authorized to s	sign the quotation on behalf of the Tenderer:
duly au	athorized to sign the quotation]	[Insert complete name of person
	of the person signing the Quote title of the person signing the qu	tation: [Insert uotation]
	ure of the person named above: name and capacity are shown abo	[Insert signature of person ve]

vi) FOREIGN TENDERER 40% RULE (NOT APPLICABLE)

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 Source	COST in K. shillings	Comments, if any
	Local Labor		•	
	Subcontracts from Local sources			
	T 1 () 1			
	Local materials			
	II CI IN IE			
	Use of Local Plant and Equipment	I		
	Add ones other items			
	Add any other items	T		
	OTAL COST LOCAL CONTENT		XXXX	
	ERCENTAGE OF CONTRACT PRICE			

PART 2: SCHEDULE OF REQUIREMENTS

TABLE A. SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATIONS

[Tenderer to complete Column Indicating YES or No and if NO indicate the specification of the offered item]

Technical Specifications

Kenya Pipeline Company Retirement Benefits Scheme is endeavoring to expand and exponentially grow within the Pension space towards being a market leader. To this end, the Scheme is focusing on strengthening the people factor by ensuring appropriate talent management, equity, competitiveness, and accountability. The Scheme has therefore commissioned a Job Analysis exercise for all its Jobs carders, whose focus includes but not limited to the terms of reference below.

I. TERMS OF REFERENCE

- 1) Recommend an appropriate organizational structure aligned with the existing organisational structure.
- 2) Conduct a job analysis exercise for the Scheme to identify, realign and rationalise existing jobs and develop appropriate job profiles, descriptions and specifications/competencies.
- 3) Recommend appropriate Job grades in line with the relative worth of jobs and recommend appropriate training for the respective jobs.
- 4) Carry out a market remuneration survey to gauge the competitiveness of remuneration structure against comparator organizations and best practices.
- 5) Recommend an appropriate salary and remuneration structure to support new job gradings/classifications.
- 6) Undertake skills audit/competency gap analysis and recommend strategies on how competency gaps can be bridged.
- 7) Design and develop a career progression framework within the Scheme and recommend strategies for effective implementation.
- 8) Conduct a comprehensive training needs analysis for the Secretariat and the board
- 9) Recommend other transformative strategies to support the Scheme in its journey of being a market leader in the Pension space.
- 10) After the award of the tender, the successful bidder shall not substitute any member of the team proposed for the assignment without prior approval by the Client.

II. EXPECTED DELIVERABLES /EXPECTED OUTPUTS

- 1) Job analysis report
- 2) Training needs analysis report
- 3) Job profiles, descriptions and job specifications/competencies for all jobs
- 4) Revised salary and remuneration structure for the Scheme
- 5) Revised Secretariat organization structure
- 6) Report on market survey remuneration vis a vis the current Scheme remuneration
- 7) Report on skills /competency gaps in the Scheme and bridging recommendations
- 8) Report on career progression and its implementation
- 9) Report on other transformative strategies to support the Scheme to be a market leader in Pension Space.
- 10) A comprehensive summarized report to present to the Board of Trustees

III. METHODOLOGY AND WORK PLAN (TIME FRAME)

The consultants will be required to work with the Management and indicate the methodology to be applied in implementing the assignment, with a clear indication and justification for the techniques to be used in carrying out the assignment.

IV. COMPETENCE AND EXPERTISE REQUIREMENTS

Personnel Information

The term "Firm" means the organization that will provide the services of the specified consultancy work through their lead and associate consultants. The term "Lead Consultant" refers to the lead and most senior consultant to provide direct services to the Scheme. The term "Associate Consultants" refers to less senior consultants that will support the lead consultant in providing direct services to the Scheme.

V. ESSENTIAL DUTIES AND RESPONSIBILITIES OF THE CONSULTANCY FIRM

- a) The firm must provide its own work facilities, equipment, supplies and support staff to carry out the assignment and provide the services required
- b) To ensure that there is a high quality service rendered
- c) To liaise with the Trust Secretary regularly to report progress
- d) To communicate, in writing, to the Trust Secretary any issues and/or concerns that impact the success of this assignment
- e) To produce and present the final report and other outputs acceptable to the Board.

VI. REPORTS AND TIME SCHEDULE

- a) Present a draft report for review to the Trust Secretary and the board and final report after approval.
- b) The timeframe allocated for the exercise is a maximum of one (1) month.

VII. TERMS OF PAYMENT

The Financial Proposal must provide a detailed cost breakdown and a payment schedule preferably linked to the schedule of deliverables. The amount quoted should be inclusive of all taxes and reimbursable expenses. The quoted fees will be paid as follows;

- Upon presentation of the draft report to the board (40%)
- Upon presentation and acceptance of the final report to the board (60%)

TECHNICAL SPECIFICATIONS FOR WORKS/SERVICES

- (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.

TABLE B. SCHEDULE OF REQUIREMENTS TABLE

FINANCIAL ADVISORY SERVICES

		Cost (Ksh)
No.	Description	
1	Consulting Services for Undertaking Organization Structure Review, Job Analysis And Training Needs Analysis	
2	VAT	
3	Total Cost	

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 LIMITED RETIREMENT BENEF SCHEME	FITS
[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 pr	incipal place of business at
[Insert address of Supplier, contractor or service provider].	

(2)	WHEREAS	the Procuring Entity invite	d quotations	s for the Supply of (Goods/works/service	es (<i>select</i>
	one)	described	in	Table	В,	i.e.
						[ins
	ert brief desc	ription of Goods, works an	d Services]	and has accepted a (Quotation by the Te	nderer in
	the sum o	f				[insert
	Contract Price	ce in words and figures] (he	ereinafter cal	led "the Contract Pr	ice").	

- (3) NOW THIS AGREEMENT WITNESSED AS FOLLOWS:
- 1. This Contract Agreement includes the following documents:
- (a) Table A. SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS
- (b) Table B. QUOTATIONSUBMISSION TABLE
- (c) FORM OF QUOTATION
- (d) Conditions of Contract
- 2.In consideration of the payments to be made by the Procuring Entity to the *Supplier/contractor/service* provider as hereinafter mentioned, the *Supplier/contractor/service* provider hereby covenants with the Procuring Entity to provide the Goods/works/services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 3. The Procuring Entity hereby covenants to pay the Supplier/Contractor/service provider (*select one*) in consideration of the provision of the Goods/works/services (*select one*) and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
- (4) In WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Kenya.

For and on behalf of the Procuring Entity

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

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

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

CONDITIONS OF CONTRACT

1. Language

The Contract as well as all correspondence and documents relating to the Contract exchanged by the Service 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 Service Provider 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 Service 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 Service Provider shall supply all the Goods included in the Schedule of Requirements.

7. Contract Price

Prices charged by the Service Provider under the Contract shall not vary from the prices quoted by the Service Provider 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*):

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.

- O Upon presentation of the draft report to the board (40%)
- Upon presentation and acceptance of the final report to the board (60%)

9. Inspections and Tests

The Service Provider 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.