



KAIMOSI FRIENDS UNIVERSITY (KAFU)

P. O. Box 385 - 50309

KAIMOSI

PROCUREMENT OFFICE

P.O BOX 385-50309 KAIMOSI

E-mail: procurement@kafu.ac.ke, Website www.kafu.ac.ke

REQUEST FOR QUOTATION

RE-ADVERTISED

QUOTATION NO. KAFU/EST-COPPER PIPING/028/2024-2025

**SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING
OF COPPER PIPING AT THE DINING KITCHEN**

Site visit on Monday 30th September, 2024 at 11.00 Am

CLOSING DATE: 2ND OCTOBER, 2024

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REQUEST FOR QUOTATIONS (RFQ)

To: _____

From: _____

Quotation Title _____

Quotation Reference Number _____

1. The Kaimosi Friends University invites you to submit quotations for supply of goods 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 from **8.00am to 5.00 pm** at the address given below.
2. Quotations shall be submitted in accordance with the instruction in Part 1: Quotation Procedures and in a sealed envelope clearly indicating name and address of tenderer, the quotation name and title and must reach the Procuring Entity at the address indicated below not later than **10:00 am on or by Wenesday 2nd OCTOBER, 2024** Quotations can be delivered by courier or hand delivery at the tenderer’s option. Late quotations shall be rejected.
3. **The supplier should visit site and ascertain the scope of works, quantities to be supplied as well as the sizes on Monday 30th /09/2024.**
4. Enquiries regarding this quotation may be addressed to In-Charge procurement Kaimosi Friends University.
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 one day of receipt of this RFQ if you will not be submitting a quotation.

Address for Submission of Quotations.

Kaimosi Friends University

P.O. BOX 385-50309 Kaimosi,

Yours sincerely,

Name and designation.....

Signature.....

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 seven (7) 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.

Kaimosi Friends University

P.O. BOX 385-50309 Kaimosi,

Quotation Box outside the Procurement Office (hand delivered or couriers)

Date of Submission _____

Time of Submission _____

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) certificate of registration, (ii) valid tax compliance certificate for the previous Financial Year. The Tenderer shall also complete attached forms to confirm eligibility and non-existence of a conflict of interest in relation to this procurement requirement by signing the attached Forms.
8. **Invitation not transferable:** This invitation is not transferable to other firms or individuals not so invited.
9. **Goods Eligibility:** Tenderer must submit as evidence documents to show the country of origin of any goods to be supplied or incorporated in the work or services
10. **Technical Specifications:** Documentary evidence to show that the goods meet the technical specifications.
11. **Alternative Quotations:** Tenderers **not permitted** to submit alternative quotations for goods. 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 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**

S/No	PRELIMINARY /MANDATORY REQUIREMENTS(R)
R1	Copy of certificate of incorporation/ Registration.
R2	Valid Tax Compliance Certificate from Bidding Company, Or if Consortium, from each member of the consortium.
R3	Submission of valid CR12 form showing the list of directors /shareholding (issued within the last 12 months) or National Identity Card(s) for Sole Proprietorship / Partnership
R4	The firm should be registered with NCA in any Plumbing and Drainage Installation Works, or Kitchen and Equipment Installation Works or in any Category of water.
R5	Document to be Duly signed and stamped at appropriate areas
R6	Submission of original document properly BOUND and sequentially serialized (NB: Use of Spring or Box Files will not be allowed and will result in automatic disqualification.)
R7	Valid Copy of Current Single Business permit
R8	The firm to provide proof of having visited the site, understood both the scope and the works.

N/B: Only responsive bidders will proceed to the technical stage of evaluation.

The supplier should visit site and ascertain the scope of works, quantities to be supplied as well as the sizes on 27th August, 2024.

Proposed Budget Kshs. 200,000.00.

ii) TECHNICAL EVALUATION OF QUOTATION

Technical examination to determine goods eligibility, compliance with technical specifications and commercial responsiveness. Quotations failing this stage will be rejected and not considered in next stage.

TECHNICAL REQUIREMENT

TI	The firm to provide valid proof of having executed similar works of copper piping for gassupply in the kitchen. Attach contract or LPO /LSO.
----	--

iii) FINANCIAL EVALUATION OF QUOTATION

Financial comparison of quotations to determine the lowest evaluated quotation. In case foreign currency is allowed, for comparison purposes only, foreign currency quotations will be converted to Kenya shillings using the exchange rates published by the Central Bank of Kenya on the day of submission of quotations.

14. **Lowest Evaluated Quotation:** The lowest evaluated quotation shall be recommended for award of contract.
15. **Award of contract:** Award of contract shall be by placement of a Letter of Acceptance or Local Purchase Order in accordance with Part 3: Contract. The currency of award and payment shall be currency in which the quotation was submitted. Unsuccessful tenderers who responded will be notified of the accepted quotation, indicating the name and the amount of the accepted quotation
16. **Right to Reject:** The Procuring Entity reserves the right to accept or reject any quotation or to cancel the quotation process and reject all quotations at any time prior to contract award.

QUOTATION AND QUALIFICATION DOCUMENTS

Instructions to Tenderer. Tenderer must complete and submit as part of the Form of quotation.

- (i) SCHEDULE OF REQUIREMENTS TABLE
- (ii) FORM FOR DISCLOSURE OF INTEREST
- (iii) CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION
- (iv) SELF-DECLARATION FORM
- (v) FOREIGN TENDERER 40% RULE (where provided)

FORM OF QUOTATION [To be completed by Tenderer]

Quotation Addressed to (<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 **supply of goods, works, provision of 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) _____
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 _____ (supply of goods, works, provision of services 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 _____ 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.
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.
9. 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.

SCHEDULE OF REQUIREMENTS TABLE

Requirements and Technical Specifications and tenderer should complete columns D and E).

COPPER PIPING FROM GAS MANIFOLD TO COOKING EQUIPMENT

Item	Description	Qty	Unit	Rate (Ksh)	Amount (Ksh)
	INLETS SHALL BE AS PER THE EQUIPMENT MANUFACTURER'S PROVISIONS.				
	Copper Piping Supply, deliver and install copper Tubing to BS 2871: part1 and capillary and compression fittings to BS 864: part 2. Tubing must be solid drawn round, clean, smooth and free from defects and from deleterious films in the bore. The fittings must be free from internal fins or other irregularities. Compression fittings shall be Type A (non-manipulative) or Type K. Allow in your pipe-work prices for pipe support clips and cradles, joining fixing etc.				
A					
B					
C	15mm dia copper tubing	18	Lm		
D	20mm ditto	14	Lm		
E					
F	Extra fittings:-				
G	25x20 mm diameter reduced Coupler	6	No.		
H	25x15 mm diameter reducer Coupler	6	No.		
J	20/15 mm equal Coupler	6	No.		
K	Male Coupler	6	No.		
L	20mm elbow	4	No.		
M	Straight joints for above	6	No.		
	Bed tap connector of 20/15mm	4	No.		
N	Full cross over 15/20mm	4	No.		
	SR Bent Tap connector of 20/15mm	4	No.		
	Full cross over 15/20mm	4	No.		
	Gas Isolating Valve				
p	20mm dia L.P gas isolation valve shall be quarter turn, lever operated ball valve to BS 5154 and joints to copper tubing and compression to BS 804/2 of stainless steel construction. To be for each cooking equipment	6	No.		
	Allow for testing and commissioning of the piping	1	Item		
TOTAL AMOUNT TO AGREEMENT FORM					

ADDITIONAL INFORMATION

1. The general Mechanical specifications for plumbing works apply
2. Where necessary install the correct fittings. Avoid bending of the copper piping to lose the constant volumetric flow of gas as below



3. **The supplier should visit site and ascertain the scope of works, quantities to be supplied as well as the sizes on 27th August, 2024.**
4. The supply and installation shall be as per the equipment on site.
5. Should the contractor/supplier realise extra work deemed important for the completion of the works, The same should be raised with the client and before commencing any supply or installation.
6. **N/B: The copper pipe shall be type K as per ASTM B88.** Table Sheet attached
7. The works shall be carried out without altering the existing equipment and piping works.
8. Test against leakage shall be carried out. Gas leakage shouldn't be experienced.
9. Should install each piping for equipment with its own specific shut off valve
10. **Regulations and Standards**
The Sub-contract Works shall comply with the current editions of the following:
 - a) The Kenya Government Regulations.
 - a) The United Kingdom Institution of Electrical Engineers (IEE) Regulations for the Electrical Equipment of Buildings.
 - b) The United Kingdom Chartered Institute of Building Services Engineers (CIBSE) Guides.
 - c) British Standard and Codes of Practice as published by the British Standards Institution (BSI)
 - e) The Local Council By-laws.
 - f) The Electricity Supply Authority By-laws.
 - g) Local Authority By-laws.
 - h) The Kenya Building Code Regulations.
 - i) The Kenya Bureau of Standards
11. The testing of the piping may involve other actual use of the equipment
12. Joining of copper pipes shall be by soldering. Brass compression fittings joining may be allowed.
13. Proper use of equipment in the execution of works and by qualified personnel
14. No pipe should be in contact with electrical cable



Nominal Pipe Size (in inches)	Outside Diameter		Outside Diameter Tolerances				Wall Thickness		Weight Per Foot	
			Min		Max					
	Inch	(mm)	Inch	(mm)	Inch	(mm)	Inch	(mm)	Lb	(Kg)
1/4	0.375	(9.53)	0.373	(9.47)	0.376	(9.55)	0.035	(0.89)	0.145	(0.07)
3/8	0.500	(12.70)	0.497	(12.62)	0.501	(12.73)	0.049	(1.24)	0.269	(0.12)
1/2	0.625	(15.88)	0.622	(15.80)	0.626	(15.90)	0.049	(1.24)	0.344	(0.16)
5/8	0.750	(19.05)	0.747	(18.97)	0.751	(19.08)	0.049	(1.24)	0.418	(0.19)
3/4	0.875	(22.23)	0.872	(22.15)	0.876	(22.25)	0.065	(1.65)	0.641	(0.29)
1	1.125	(28.58)	1.122	(28.50)	1.127	(28.63)	0.065	(1.65)	0.839	(0.38)
1 1/4	1.375	(34.93)	1.372	(34.85)	1.377	(34.98)	0.065	(1.65)	1.040	(0.47)
1 1/2	1.625	(41.28)	1.621	(41.17)	1.627	(41.33)	0.072	(1.83)	1.360	(0.62)
2	2.125	(53.98)	2.121	(53.87)	2.127	(54.03)	0.083	(2.11)	2.060	(0.93)
2 1/2	2.625	(66.68)	2.621	(66.57)	2.627	(66.73)	0.095	(2.41)	2.930	(1.33)
3	3.125	(79.38)	3.121	(79.27)	3.127	(79.43)	0.109	(2.77)	4.000	(1.81)
3 1/2	3.625	(92.08)	3.621	(91.97)	3.627	(92.13)	0.120	(3.05)	5.120	(2.32)
4	4.125	(104.78)	4.121	(104.67)	4.127	(104.83)	0.134	(3.40)	6.510	(2.95)
5	5.125	(130.18)	5.121	(130.07)	5.127	(130.23)	0.160	(4.06)	9.670	(4.39)
6	6.125	(155.58)	6.121	(155.47)	6.127	(155.63)	0.192	(4.88)	13.900	(6.30)

10. 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.
11. 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).

Signature: _____

And seal/Stamp

Position:

Authorized for and on behalf of

Date _____

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

- i) Are there any person/persons in Kaimosi Friends University 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:

.....

Name of the person duly authorized to sign the quotation on behalf of the Tenderer:

.....

Title of the person signing the Quotation:

.....

Signature of the person named above:

.....

PART 3: CONTRACT

- 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))

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]

PART 3:CONTRACT

designation]

in the presence of..... *[insert identification of official witness]*

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

Signed:

in the capacity of.....

in the presence of.....

TECHNICAL SPECIFICATIONS FORWORKS/SERICES

CONDITIONS OF CONTRACT

1. Language

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

2. Eligibility

The goods shall have the nationality of an eligible country. All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries.

3. Notices

Any notice given by one party to the other pursuant to the Contract shall be in writing.

4. Governing Law

The Contract shall be governed by and interpreted in accordance with the Laws of Kenya, unless otherwise specified hereunder.

5. Settlement of Disputes

The Procuring Entity and the Supplier/Contractor/Service (*select one*) shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If the parties have failed to resolve their dispute or difference by such mutual consultation, either the Procuring Entity or the Supplier/Contractor/Service (*select one*) may give notice to the other party of its intention to commence arbitration. The dispute shall be referred to adjudication or arbitration in accordance with the laws of Kenya.

6. Supplier/Contractor/Service Provider Responsibilities

The Supplier/Contractor/Service Provider (*select one*) shall supply all the Goods included in the Schedule of Requirements.

7. Contract Price

Prices charged by the Supplier/Contractor/Service Provider (*select one*) under the Contract shall not vary from the prices quoted by the Supplier/Contractor/Service Provider (*select one*) in its quotation.

8. Terms of Payment

The Contract Price shall be paid One hundred (100) percent of the Contract Price as follows (*select one*):

- i) For Goods, price of goods received upon submission of a claim/invoice supported by the acceptance certificate issued by the Procuring Entity.
- ii) For Works, upon valuation by the Contractor of the portion of the works completed, such valuation to be accepted by the Procuring Entity, payments up to final completion certificate.
- iii) For Services, upon valuation by the Service Provider of the services completed, such valuation to be accepted by the Procuring Entity, payments up to final completion certificate

9. Inspections and Tests

The Supplier/Contractor/Service Provider (*select one*) shall at its own expense and at no cost to the Procuring Entity carry out all such tests and/or inspections of the Goods, works or Services to confirm their conformity to technical specifications.

10. Warranty

15 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models,



CONDITIONS OF CONTRACT

and that they incorporate all recent improvements in design and materials, unless provided otherwise in the contract

