



## **REQUEST FOR QUOTATION FOR AUCTION SERVICES**

**CPF/10/2022**

**October 2022**

CPF House 7<sup>th</sup> Floor, Haile Selassie Avenue,  
P.O Box 28938 - 00200 Nairobi

☎ +254 111 114 000    📞 +254 720 433 354

Nairobi | Mombasa | Kisumu | Eldoret | Meru | Nakuru | Garissa | Nyeri | Bungoma

## TABLE OF CONTENTS

<b>PREFACE</b> .....	iii
REQUEST FOR QUOTATIONS .....	vi
<b>PART I: INSTRUCTIONS TO TENDERERS</b> .....	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
vi) FOREIGN TENDERER 40% RULE .....	10
<b>PART 2: SCHEDULE OF REQUIREMENTS</b> .....	11
TECHNICAL SPECIFICATIONS FOR WORKS/SERVICES .....	12
TABLE B. SCHEDULE OF REQUIREMENTS TABLE .....	13
<b>PART 3: CONTRACT</b> .....	14
CONTRACT AGREEMENT .....	14
CONDITIONS OF CONTRACT .....	15



FINANCIAL  
SERVICES

CPF Financial Services Ltd CPF House,  
Haile Selassie Avenue  
P. O. Box 28938-00200  
Tel ; 2046901 – 05  
Fax ; (020) 2251807

Quotations For **Auctioneers**

**Name;** CPF FINANCIAL SERVICES.  
**Postal Address:** 28938, 00200 Nairobi  
**Email Address:** [info@cpf.or.ke](mailto:info@cpf.or.ke) / [procurement@cpf.or.ke](mailto:procurement@cpf.or.ke)

**Request for Quotations No: RFQ/CPF/ Auctioneers/10/2022**

**REQUEST FOR QUOTATIONS (RFQ)**

**To:** \_\_\_\_\_

**From: CPF FINANCIAL SERVICES**

*(Auctioneers) /RFQ/ CPF//10/2022*

The **CPF FINANCIAL SERVICES** invites you to submit quotations for Auction Services on behalf of its client. Quotations shall be submitted in plain sealed envelopes clearly marked with the quotation reference number and delivered to **Procurement Office situated in mezzanine floor CPF House along Haile Selassie Avenue** not later than **11.00am on 14<sup>th</sup> October 2022**. Late quotations shall be rejected.

Enquiries regarding this quotation may be addressed to:

**Group Managing Director**  
**CPF Financial Services Ltd**  
**CPF House, 7<sup>th</sup> Floor.**  
**Haile Selassie Avenue**  
**P. O. Box 28938, 00200 Nairobi**  
**Tel ; 2046901 – 05**  
**Fax ; (020) 2251807**  
**Mobile ; 0720433354**

**E-Mail;** [info@cpf.or.ke](mailto:info@cpf.or.ke) / [procurement@cpf.or.ke](mailto:procurement@cpf.or.ke)

**Address for Submission of Quotations.**

- 1) **Name of Procuring Entity: CPF Financial services**
- 2) **Mailing Address: 28938-00200 Nairobi**
- 3) **Physical address: (CPF HOUSE, MEZZANINE FLOOR ALONG HAILE SELLASIE AVENUE)**

Yours sincerely,

---

## 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 **90 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 stated address above, on or before the date and time indicated above. Late quotations will be rejected.
  6. **Opening of Quotations:** Quotations will be opened immediately after the closing date and time specified in item 5 (4) above, by at least three appointed officials of the Procuring Entity.
  7. **Tenderer Eligibility:** Tenderer must submit Documentary evidence to show His/her eligibility to be awarded a contract to cover each of the following:
    - (i) **Valid professional license**
    - (ii) **Certificate of registration**
    - (iii) **Valid tax compliance certificate**
    - (iv) **CR12 Certificate or list of directors & shareholding**
    - (v) **Corruption declaration statement**
- 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/alternative technical solutions for specified parts of the Works or 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.
  12. **Currency:** Quotations shall be priced in Kenya Shillings. Quotations in other currencies will be rejected if not allowed

13. **Evaluation of Quotations:** The evaluation of quotations will be conducted using the procedure set out below:
- i) Preliminary examination to determine Tenderer eligibility:
    - (i) **Valid professional license**
    - (ii) **Certificate of registration, and**
    - (iii) **Tax compliance certificate**
    - (iv) **CR12 Certificate / List of directors and shareholding**
    - (v) **Corruption declaration statement**
  - ii) Technical examination to determine service eligibility, compliance with professional 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

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 <i>Entity</i> )	
Date of Quotation	
Quotation Reference Number:	
Subject of Quotation	

1. We have examined and have no reservations to the Request for Quotation document and understand its full content and intent.
2. In compliance with your request for quotations dated \_\_\_\_\_, referenced above, we offer to \_\_\_\_\_ (Specify one of supply goods, complete the works or provide the services) to cover and conform to our pricing listed in the attached in Table B. Quotation Submission TABLE A at a total price of Kenya Shillings \_\_\_\_\_ (in words) \_\_\_\_\_  
**OR** in Foreign Currency (if allowed), Currency \_\_\_\_\_ amount \_\_\_\_\_ (in words) \_\_\_\_\_
3. We confirm that we are eligible to participate in public procurement and meet the eligibility criteria specified in Part 1: INSTRUCTIONS TO TENDERERS.
4. We also confirm that the \_\_\_\_\_ (goods to be supplied/works to be constructed/services to be provided (select one) conform to the **SCHEDULE OF REQUIREMENTS TABLE** below and in conformity with technical specifications listed in PART 2: SCHEDULE OF REQUIREMENTS of this RFQ Document.
5. We undertake to adhere by the Code of Ethical Conduct for Suppliers, Contractors and Service Providers, copy available from \_\_\_\_\_ (specify website) during the procurement process and the execution of any resulting contract.
6. We confirm that the prices quoted are fixed and firm for the duration of the validity period and performance of the contract and will not be subject to revision or variation.
7. The validity period of our quotation is: \_\_\_\_\_ days from the time and date of the submission deadline (number to be same as in the instructions to Tenderers).
8. We confirm we are not submitting any other Quotation as an individual or firm, and we are not participating in any other Quotation as a Joint Venture member or as a subcontractor.

9. We, along with any of our subcontractors, suppliers, Engineer, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to a temporary suspension or a debarment imposed by the Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.
10. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
11. We hereby certify and confirm that the Quotation is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent Quotation Determination” attached below.
12. We, the Tenderer, have completed fully and signed the **FORM FOR DISCLOSURE OF INTEREST-** interest of the firm in the Procuring Entity, attached below.

The Delivery/Completion period offered is: \_\_\_\_\_ days from date of acceptance of Quotation. The warranty period offered is \_\_\_\_\_ weeks.

Quotation Authorized by:

Name and designation \_\_\_\_\_

Signature: \_\_\_\_\_



**i) SCHEDULE OF REQUIREMENTS TABLE (A)**

Tenderer are required to complete column D. Where different rates apply for a specific range, such should be clearly indicated.

Item No. (A)	Description of Service (B)	Specific Assignments (C)	Quote per assignment (D)
1	A. Provision of Auctioneering Services (Distress for Rent)	i. Receipt of instructions	
		ii. Where no property is found for attachment or is of value of less than KSh.4,000.00	
		iii. Fees before attachment or repossession	
		iv. Fees after attachment or repossession	
		v. Fees on sale of moveable property repossessed	
		vi. Fees on sale of immovable property repossessed	
		vii. Where requisite notices are served and sale is stayed, or postponed.	
		iii. Effect and implementation of process of break in order for locked premises	
PRICE QUOTED SHOULD BE EXCLUSIVE OF VAT AND INCLUSIVE OF ANY DISCOUNTS OFFERED.			

Terms and conditions of service provision:

- a. The Auctioneer shall carry out the Services as per the terms of the Contract and the tender document.
- b. The Auctioneer shall exercise a basic duty of competence and fairness to the tenant in accordance with the Auctioneers Act, Cap the Auctioneer as the agent of the landlord and is in a fiduciary position and therefore has the duty to turn over the full proceeds of the auction sale to the Landlord.
- c. The Auctioneer must exercise ordinary care and skill in the performance of the duties given to him.
- d. The Auctioneer shall be responsible for proving its staff with all their financial requirements for successful implementation of the assignment.
- e. At the completion of the assessment of the repossession, the Auctioneer shall submit the landlord (or his appointed representative), all reports and documents in hard and soft copies, working files, calculations and computer data properly organized in the English Language.
- f. Gather/ procure all necessary data, information and equipment needed in the execution of the assignment and realization of the desired outputs.
- g. The Auctioneer shall perform the Services and carry out its obligations with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices and employ appropriate advanced technology and safe methods.
- h. The Auctioneer shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Landlord and shall always support and safeguard the Landlord's legitimate interests in any dealing with sub-Auctioneers or third parties.
- i. To indemnify the Landlord for loss or damage caused by the Auctioneer's personnel in executing this Contract.
- j. The Auctioneer shall keep accurate and systematic records and accounts in respect of the Services, which shall clearly identify all charges and expenses. The Landlord reserves the right to audit or to nominate a reputable accounting firm to audit the Auctioneer's records relating to amounts claimed under this Contract during its term and any extension and for a period of three [3] months thereafter
- k. The auctioneer will be expected to cater for their own transport and accommodation in the various auction centers, which will be reimbursed by the client subject to advance approval of such necessary costs.
- l. The Auction advert will be prepared in conjunction with the selected client representative.

Signature: \_\_\_\_\_ And seal/Stamp

Name: \_\_\_\_\_

**Position:**

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

Date \_\_\_\_\_



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

i) Are there any person/persons in **CPF FINANCIAL SERVICES** who has/have an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

Names of Person		

ii) **Conflict of interest disclosure**

Type of Conflict		
Tenderer is directly or indirectly controls, 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.		



**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 \_\_\_\_\_  
\_\_\_\_\_ **CPF FINANCIAL SERVICES**  
for: \_\_\_\_\_

\_\_\_\_\_ [Name and number of quotations] 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. 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:**  
.....

**Title of the person signing the Quotation:** .....

**Signature of the person named above:** .....

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 services described in Table A, 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]

**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 provider 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 provide all the services included in the Schedule of Requirements.

**7. Procuring Entity/ Representative Responsibilities**

Provide written instructions of the assignment and details of the distress along with the tenant contact details, arrears summary and location of the premises.

**8. 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.

**9. Terms of Payment**

The Service Provider shall be paid in full, upon completion of the task supported by a report on the assignment and financial summary.