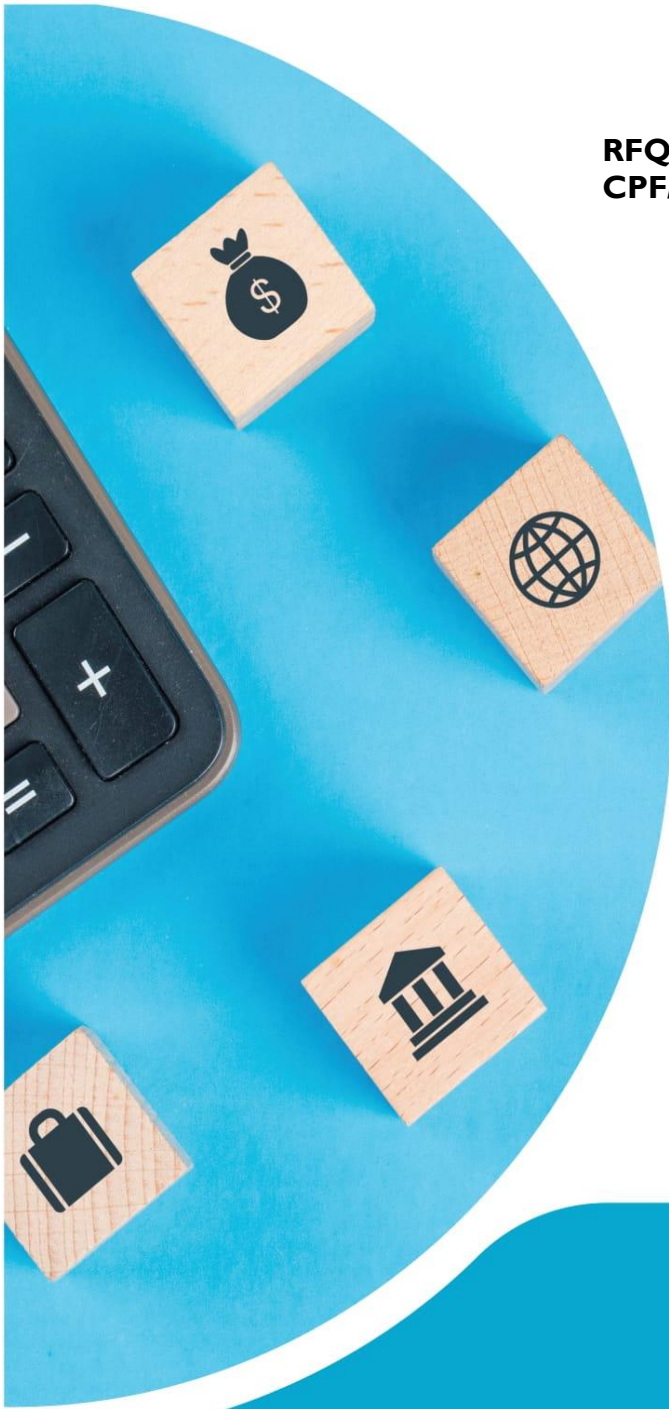




RFQ FOR PROVISION OF SECURITY SERVICES FOR CPF/03/2024

MARCH 2024



CPF House 7th 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

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FINANCIAL
SERVICES

CPF Financial Services Ltd CPF
House,

Haile Selassie Avenue
P. O. Box 28938-00200
Tel ; 2046901 – 05
Fax ; (020) 2251807

Quotations For **Provision of security services for CPF**

Name; CPF FINANCIAL SERVICES.

Postal Address: 28938, 00200 Nairobi

Email Address: info@cpf.or.ke / procurement@cpf.or.ke

Request for Quotations No: RFQ/CPF/ **Provision of security services for CPF Offices/03/2024**

REQUEST FOR QUOTATIONS (RFQ)

To: _____

From: CPF FINANCIAL SERVICES

(Provision of security services for LPS properties) [RFQ/CPF/03/2024]

The CPF FINANCIAL SERVICES invites you to submit quotations **RFQ/CPF/ Provision of security services for CPF/03/2024**.

Quotations shall be submitted in plain sealed envelopes clearly marked with the quotation reference number and delivered to **the Procurement Office situated in mezzanine floor CPF House along Haile Selassie Avenue** not later than **11.00am on 15th March 2024**. Late quotations shall be rejected.

Enquiries regarding this quotation may be addressed to:

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

E-Mail; info@cpf.or.ke / procurement@cpf.or.ke

The

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 I: 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) **certificate of Company registration**
 - (ii) **valid tax compliance certificate**
 - (iii) **CRI2 Certificate or list of directors & shareholding**
 - (iv) **Corruption declaration statement**
 - (v) **Must provide a valid Compliance Certificate from NSSF or evidence of remittances of Employee NSSF Contributions for the last three (3) months.**
 - (vi) **Must provide a valid Compliance Certificate from NHIF or evidence of remittances of Employee NHIF Contributions for the last three (3) months.**
 - (vii) **Submission of copy of valid Membership Certificate of PSIA/KSIA/PROSAK or any other accredited and professional organization whether local or international**
 - (viii) **A declaration that the service provider shall comply with minimum wage regulations within Nairobi duly signed and authorized by a commissioner of oaths/magistrate.**

- (ix) **Provide copy of Fidelity Guarantee Insurance Cover. These are liabilities covered by crime insurance:**
- (x) **3 Years Experience in providing security services. Provide proof of the firm's specific experience in the field of assignment**
- (xi) **State any two (2) Social Welfare Programmes provided for guards e.g. medical or SACCO facilities etc.**
- (xii) **List of equipment's available to the firm for provision of security services.**
- (xiii) **Provide the firm's methodology and work plan for carrying out the assignment.**
- (xiv) **Provide reference letters from five major corporate clients you have offered security services to and a letter authorizing CPF that it may confirm the details of the references it deems it necessary.**
- (xv) **Outline the methods of handling client's complaints and procedures of resolving such complaints.**

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) **certificate of Company registration, and**
 - (ii) **tax compliance certificate**
 - (iii) **CRI2 Certificate / List of directors and shareholding**
 - (iv) **Corruption declaration statement**
 - (v) **Must provide a valid Compliance Certificate from NSSF or**

evidence of remittances of Employee NSSF Contributions for the last three (3) months.

- (vi) **Must provide a valid Compliance Certificate from NHIF or evidence of remittances of Employee NHIF Contributions for the last three (3) months.**
 - (vii) **Submission of copy of valid Membership Certificate of PSIA/KSIA/PROSAK or any other accredited and professional organization whether local or international**
 - (viii) **A declaration that the service provider shall comply with minimum wage regulations within Nairobi duly signed and authorized by a commissioner of oaths/magistrate.**
 - (ix) **Provide copy of Fidelity Guarantee Insurance Cover. These are liabilities covered by crime insurance:**
 - (x) **3 Years Experience in providing security services. Provide proof of the firm's specific experience in the field of assignment**
 - (xi) **State any two (2) Social Welfare Programmes provided for guards e.g. medical or SACCO facilities etc.**
 - (xii) **List of equipment's available to the firm for provision of security services.**
 - (xiii) **Provide the firm's methodology and work plan for carrying out the assignment.**
 - (xiv) **Provide reference letters from five major corporate clients you have offered security services to and a letter authorizing CPF that it may confirm the details of the references it deems it necessary.**
- ii) 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.
- 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 Addressed to (<i>Procuring Entity</i>)	
Date of Quotation	
Quotation Reference Number:	
Subject of Quotation	

1. We have examined and have no reservations to the Request for Quotation document and understand its full content and intent.
2. In compliance with your request for quotations dated _____, referenced above, we offer to _____ (specify one of supply goods, complete the works or provide the services) to cover and conform to our pricing listed in the attached in Table B. Quotation Submission TABLE at a total price of Kenya Shillings _____ (in _____ words)

OR in Foreign Currency (if allowed), Currency _____ amount _____ (in _____ words)

3. We confirm that we are eligible to participate in public procurement and meet the eligibility criteria specified in Part I: INSTRUCTIONS TO TENDERERS.
4. We also confirm that the _____ (goods to be supplied/works to be constructed/services to be provided (select one) conform to the **SCHEDULE OF REQUIREMENTS TABLE** below and in conformity with technical specifications listed in PART 2: SCHEDULE OF REQUIREMENTS of this RFQ Document.
5. We undertake to adhere by the Code of Ethical Conduct for Suppliers, Contractors and Service Providers, copy available from _____ (specify website) during the procurement process and the execution of any resulting contract.
6. We confirm that the prices quoted are fixed and firm for the duration of the validity period and performance of the contract and will not be subject to revision or variation.

7. The validity period of our quotation is: _____ days from the time and date of the submission deadline (number to be same as in the instructions to Tenderers).
8. We confirm we are not submitting any other Quotation as an individual or firm, and we are not participating in any other Quotation as a Joint Venture member or as a subcontractor.

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

The Delivery/Completion period offered is:_____days from date of acceptance of Quotation. The warranty period offered is_ weeks.

Quotation Authorized by:

Name and designation _____

Signature: _____

i) **SCHEDULE OF REQUIREMENTS TABLE**

(Procuring Entity will complete the list of items to be same as those on Part 2 Table A. Schedule of Requirements and Technical Specifications and tenderer should complete columns D and E).

Table I – CPF PROPERTIES

ITEM	BUILDING	No. of Day Guards	Equipments required	Total No. of Guards	Amount in Ksh.
1	CPF HQ	3	-1 No. Metal detectors -Basic Tools	3	
2	Kisumu branch	1		1	
3	Bungoma branch	1		1	
4	Eldoret branch	1		1	
5	Nakuru branch	1		1	
6	Garissa branch	1		1	
Total Amount Inclusive of VAT					

TERMS OF REFERENCE

1. Ensure that the Company Property is secure at all times and oversee **all** security operations of the building including parkings, basements, emergency evacuations, firefighting, office flooding etc.
2. Have ability to handle complaints on security matters.
3. Ensure that all the number of guards engaged including patrol guards and supervisors are present in the duty area at all times.
4. Ensure the guards are clean, well groomed and alert at all times.
5. The security personnel must have basic training in firefighting, bomb threat procedures and drills, First-Aid and evacuation skills.
6. Regularly advise the Company on how to improve security of the property allocated. Page

7. Provide efficient preventive security, man the entrances & exits against irregular blockages whether, abate any nuisance in the offices and keep off idlers/hawkers/beggars etc within the precincts of the office.
 8. Provide credible and efficient Supervisors and backup facilities.
 9. Maintain good security logs and write monthly reports
 10. Ensure quick response to emergencies and minimum fault records.
 11. Be compliant with relevant Kenyan Laws/legal Statutes(Taxes, labor laws etc)
 12. Provide the guards with adequate equipment at own cost, which include but not limited to the following;
 - Hand-held radio
 - Metal detectors
 - Basic tools
- The equipments shall at all times be in good working conditions.

13. Ensure the guards have Certificates of good conduct at all times which should be renewed every six months.
14. Ensure the guards have minimum Secondary education.
15. Ensure emergency rapid response and back up services to respond to emergencies.
16. Ensure good & appropriate rotation program for the guards, within period of engagement/contract.

The Service provider shall ensure provision of Comprehensive Security Services to CPF as outlined below;

The numbers of Guards & equipments to be provided are as follows:-

ITEM	BUILDING	No. of Day Guards	Equipments required	Total No. of Guards
1	CPF HQ	3	-1 No. Metal detectors -Basic Tools	3
2	Kisumu branch	1	-1 No. Metal detectors -Basic Tools	1
3	Bungoma branch	1	-1 No. Metal detectors -Basic Tools	1
4	Eldoret branch	1	-1 No. Metal detectors -Basic Tools	1
5	Nakuru branch	1	-1 No. Metal detectors -Basic Tools	1

6	Garissa branch	1	-1 No. Metal detectors -Basic Tools	1

SCOPE OF WORK

Security guards shall be posted at CPF offices as shown in Table I above.

1. The number of guards required per assignment is as shown in Table I above, who will guard the properties on a 24 hours a day basis.
2. The day guards should have basic knowledge of reception services and customer care.
3. Guards responsibility include:
 - a) Control entrances and check people entering and leaving any of the properties
 - b) Control crowds, give directions, and discourage misbehavior.
 - c) Patrol and inspect property to protect against fire, theft, vandalism, and illegal activity & other security & safety aspects.
 - d) Search any vehicles entering or leaving any of the properties using Vehicle search mirrors & interior physical checks.
 - e) Any other duty as may be assigned within any of the premises assigned
4. Security guards shall be properly uniformed, clean and well groomed.
5. Verify that before leaving the assignment, all office doors and windows are properly locked and those left open inadvertently are properly locked, and reported thereafter.
6. The company is required to apply for and obtain a certificate of good conduct for its guards from the police department prior to being posted
7. The company should have indemnity cover from a reputable organization in case of mishaps concerning their guards.
8. The security company should show evidence of emergency rapid response capability and back up services to respond to emergencies.

EXPECTED STANDARDS OF SERVICES

1. Preamble:

Security Firms are advised to make prior arrangements with CPF before visiting the buildings to establish the extent of the Service to be required before submitting their tenders.

2. Work Stations and Specification of Services:

The work station shall be at **DESIGNATED SECURITY / RECEPTION DESKS** Specifications of Services Subject to the provisions of the contract, the specifications of services shall be hereunder described:

3. Scope of Services:

The firm shall provide the security guards, their equipments, management and Supervision necessary to perform a round the clock security service as defined in the performance work statement (PWS) below.

4. Visitors to particular offices:

Should have ^[Type text] their names recorded after clearing with respective hosts and directed accordingly;

5. Hawkers and beggars:

Should be rid off the precincts of the offices

6. Suspicious looking characters:

Should be stopped and interrogated.

7. Supervision

- a. A daytime supervisor should be availed by the firm their duties will amongst other duties will be:-
- b. To go through every guarded location to see that guards are performing their duties as expected, Liaise with Security/ branch manager from time to time
- c. Make reports as and when necessary.
- d. Ensuring a proper physical handing and taking over exercise between the outgoing and incoming shift in the whole assignment and log his comments in the occurrence book.
- e. Contract management - ensuring efficient administration of the contract on behalf of the Agent
- f. Allocating duties to the security guards and ensuring that they have proper uniforms and identification
- g. Maintain discipline and compliance with building regulations.
- h. Co-ordinate delivery of equipments and suppliers for the performance of their contracts.
- i. Ensure any report and any ad hoc requirement are prepared and delivered as stipulated in the contract.

8. Non Variation of Prices;

Firms are advised that the cost of security service provision shall be affected from the date an agreement has been reached with CPF and shall remain constant during the Contractual Period.

9. Mutual Agreements :

Provided that after the expiry of the contract period, any proposed increases and decreases in price shall be mutually agreed in writing by both parties, and by giving three months notice of intention to increase the price.

10. Subcontracting:

The firm undertakes not to sub-contract the work or any part of it without the written consent of the client.

11. Reviews:

CPF shall through the Managing Agents or on its own carry out weekly, monthly, quarterly or such other periodic reviews of performance based on the executed service level agreement

12. Performance Evaluation:

CPF shall carry out weekly, monthly , quarterly or such other periodic performance evaluations based on the below given parameters as **per Table Below**. Performance will be evaluated and based on the executed service level agreement

13. Black listing :

All complaints from staff and visitors to the offices on security related lapses will be used to ascertain the quality of services being rendered and will form the basis of **BLACK LISTING** of the firm.

14. Appeals .

[Type text]

Any Appeal to any decision made by CPF which may seem unfavorable to the firm, then such firm has the option to lodge an Appeal to the Board of Directors.

NO.	STANDARDS	% SCORE
1	Ensure that the properties are secure at all times	10
2	Ability to handle complaints on security matters	10
3	Ensuring that all the number of guards engaged are present at all times	10
4	Clean, well groomed and alert security guards	10
5	Advising the client on how to improve security of the properties.	10
6	Provision of efficient preventive security.	10
7	Credible and efficient supervisors and back up facilities	10
8	Maintenance of good security logs and reports to client	10
9	Quick response to emergencies and minimum fault records	10
10	Compliance to relevant Kenyan laws/legal statutes (Taxes etc.)	10
TOTAL PERCENTAGE SCORE		100%

IMPROVEMENTS TO TORs.

The Firm may offer suggestions and improvements to the Terms of Reference that would result in better implementation of the assignment. Such proposals if accepted will form part of the Terms of Reference of the proposals submitted by the Bidder.

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	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.		
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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:
.....

CONDITIONS OF CONTRACT

- (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 service provider as hereinafter mentioned, the service provider hereby covenants with the Procuring Entity to provide the 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 service provider in consideration of the provision of the services 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)

CONDITIONS OF CONTRACT

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 supply all the requirements 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:

[type text]

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CONDITIONS OF CONTRACT
i) 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 certifica

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.

10. Warranty

The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the contract

