



THE KISUMU NATIONAL POLYTECHNIC

P. O. BOX 143-40100

**TECHNOLOGY ROAD
KISUMU**

EMAIL: info@kisumupoly.ac.ke

REQUEST FOR QUOTATION

CONTRACT NAME: NON-CONSULTANCY SERVICE FOR IDENTIFICATION, SPECIFICATION AND LISTING OF EQUIPMENT, FURNITURE AND FITTINGS FOR THE PROPOSED REGIONAL FLAGSHIP TVET INSTITUTE FOR TEXTILE TECHNOLOGY AT THE KISUMU NATIONAL POLYTECHNIC

RFQ NO: KE-KISUMUPOLY-404361-NC-RFQ

CLOSING DATE: 5TH MARCH 2024

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THE KISUMU NATIONAL POLYTECHNIC

Quotation Reference Number: KE-KISUMUPOLY-404361-NC-RFQ

1. THE KISUMU NATIONAL POLYTECHNIC invites you to submit quotations for services 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 hour’s procurement office as from 0800-1700 hrs. 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 **5TH MARCH 2024**. Quotations can be delivered by registered mail, courier or hand delivery at the tenderer's option. Late quotations shall be rejected.
- 3, Enquiries regarding this quotation may be addressed to: procurement@kisumupoly.ac.ke
4. Any resulting contract shall be subject to the terms and conditions detailed in Part 3: Contract.

Address for Submission of Quotations.

- 1) Name of Procuring Entity THE KISUMU NATIONAL POLYTECHNIC
- 2) Mailing Address: THE CHIEF PRINCIPAL
- 3) Physical address : P.O.BOX 143-40100 KISUMU TECHNOLOGY ROAD

Yours sincerely,

CHIEF PRINCIPAL/ COUNCIL SECRETARY

DATE-----

PART 1: INSTRUCTIONS TO TENDERERS

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.

Validity of Quotations: The quotation will be held valid for 90 days from the date of submission.

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.

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.

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.

Name of Procuring Entity: THE KISUMU NATIONAL POLYTECHNIC

Postal Address: P.O. BOX 143-40100 KISUMU

**Physical address for hand or Courier Delivery to an office or Quotation Box
TECHNOLOGY ROAD, KISUMU**

Date of Submission (deadline): 5th /3/2024

Time of Submission (deadline): 11:00 HOURS.

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.

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) PIN Certificate
- (iii) valid tax compliance certificate for the previous Financial Year
- (iv) Registration with relevant authority(where applicable)
- (v) 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.

Invitation not transferable: This invitation is not transferable to other firms or individuals not so invited.

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

Technical Specifications: Documentary evidence to show that the goods meet the technical

specifications.

Alternative Quotations: Tenderers **are permitted/not permitted** (*select one*) 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.

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 (*procuring Entity to select one*).

Evaluation of Quotations: The evaluation of quotations will be conducted using the procedure set out below:

Preliminary examination to determine Tenderer eligibility:

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.

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.

Lowest Evaluated Quotation: The lowest evaluated quotation shall be recommended for award of contract.

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

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.

SCHEDULE OF REQUIREMENTS TABLE

FORM FOR DISCLOSURE OF INTEREST

CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION

SELF-DECLARATION FORM

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	

We have examined and have no reservations to the Request for Quotation document, and understand its full content and intent.

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) _____

We confirm that we are eligible to participate in public procurement and meet the eligibility criteria specified in Part 1: INSTRUCTIONS TO TENDERERS.

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.

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.

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.

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*).

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

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.

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.

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.

We, the Tenderer, have completed fully and signed the **FORM FOR DISCLOSURE OF INTEREST**- interest of the firm in the Procuring Entity, attached below.

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

Quotation Authorized by:

Name and designation _____ Signature

SCHEDULE OF REQUIREMENTS TABLE

THE KISUMU NATIONAL POLYTECHNIC

EAST AFRICA SKILLS FOR TRANSFORMATION AND REGIONAL INTEGRATION PROJECT (EASTRIP)

SPECIFICATION OF REQUIREMENTS (SoR)

NON-CONSULTANCY SERVICE FOR IDENTIFICATION, SPECIFICATION AND LISTING OF EQUIPMENT, FURNITURE AND FITTINGS FOR THE PROPOSED REGIONAL FLAGSHIP TVET INSTITUTE FOR TEXTILE TECHNOLOGY AT THE KISUMU NATIONAL POLYTECHNIC

Ref. No.	KE-KISUMUPOLY-404361-NC-RFQ
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1. BACKGROUND

The Kisumu National Polytechnic herein refers to as “TKNP” is a premier National Polytechnic in Kenya situated within the Lake city of Kisumu, around 349Km from Nairobi. TKNP is among the 16 beneficiaries of World Bank funded project, spread across Kenya, Ethiopia and Kenya, under East Africa Skills for Transformation and Regional Integration Project (EASTRIP). The main objective of EASTRIP is to increase the access and improve the quality of TVET programs in selected Regional Flagship TVET Institutes and to support regional integration in East Africa. By improving the capacity of flagship TVET providers and relevant national agencies, and expanding the pool of qualified skilled labor in the growing economic sectors, the project will contribute to the high-level project objective of promoting regional integration through supporting the regional corridors and sector markets and promoting mobility of students, faculty, and graduates. In addition, it will contribute to the high-level objectives of poverty alleviation and economic growth for the participating countries and for the East Africa region by developing highly skilled and productive workforce. The Project’s proposed development objectives and results will be achieved through activities grouped under three components namely:

Component 1; Strengthening selected Regional Flagship TVET Institutes for high quality skills development in priority sectors;

Component 2; Creating national TVET enabling environments;

Component 3; enhancing regional collaboration in TVET and project coordination;

TKNP is the Regional Flagship TVET Institute for Textile Technology (RFTITT) under the component of strengthening selected Regional Flagship TVET Institutes for high quality skills development in priority sectors. To achieve this Project Development Objective (PDO), six (6) activities have been identified namely;

- 1) Strengthening governance and management.
- 2) Institutionalizing industry links.
- 3) Developing market relevant competency based training programs.
- 4) Training of TVET managers and teachers.
- 5) Upgrading key training facilities and equipment,
- 6) Outreach and support for non-project national TVET institutes.

This SoR has been developed as one of the key activities necessary for sub component 5 under upgrading key training facilities and equipment.

2. OBJECTIVE AND SCOPE OF THE ASSIGNMENT

2.1 Main Objective

The overall objective of the assignment is to identify, make specifications and list equipment, furniture and fittings for the proposed Regional Flagship TVET institute for Textile Technology at The Kisumu National Polytechnic.

2.2 Specific Objectives

The specific objectives for this assignment are:

1. To undertake an analysis of the requirements of the proposed TVET institute in textile technology to identify the necessary equipment, furniture, and fittings.
2. To make specifications for the identified equipment, furniture, and fittings.
3. To list and provide cost estimates for the identified equipment, furniture, and fittings.

2.3 Scope of the Assignment

The assignment will be carried out for identification, specification and listing of equipment, furniture and fittings for the proposed Regional Flagship TVET institute for Textile Technology (RFTITT) at The Kisumu National Polytechnic. The components of the RFTITT include the following:

- i. **Administration block:** This will include administrative offices, laboratories, classrooms, reception area, lactorium, studio room, kitchen and restaurant.
- ii. **Factory block:** This will include reception area, garment production area and laboratories, Generator Room and waste treatment plant.
- iii. **Hostel block:** Include offices, self-contained rooms, common rooms and PWD's rooms

2.4 Approach and Methodology

The Consultant to come up with a clear methodology and approach to the assignment.

2.5 Expected Deliverables

- i. Inception report
- ii. Draft report containing:
 - a. Stakeholder equipment, furniture and fittings needs analysis.
 - b. Technical Specifications for equipment, furniture and fittings.
 - c. Comprehensive list of recommended equipment, furniture and fittings.
 - d. Cost estimates for the equipment, furniture and fittings.
- iii. Final report

2.6 Key Experts

Key Expert	Qualifications
Team leader	Bachelor's degree in architecture, interior design or equivalent. At least 3 years' experience.
Interior Designer	At least a Diploma in interior design or related field. At least 3 years' experience
Mechanical Technical expert	At least a Diploma in mechanical engineering plant option or equivalent with at least 3 years' experience.
Electrical Technical expert	At least a Diploma engineering or equivalent with at least 3 years' experience
Chemical Engineer	Bachelor's degree in chemical engineering or equivalent with

	at least 3 years' experience
Culinary Arts expert	At least a Diploma in culinary arts management, catering and accommodation or related field. At least 3 years' experience
Environmental and Social safeguards expert	At least a Diploma in environmental studies or related field. At least 3 years' relevant experience

3. PROJECT IMPLEMENTATION SCHEDULE

This assignment is expected to be provided within a period of 7 week from the date of signing the contract.

The tentative estimated time in weeks for every activity shall be as follows:

Activity	Estimated Time (Weeks)
Inception report	1
Needs analysis for equipment, furniture and fittings	1
Technical Specifications for equipment, furniture and fittings.	3
Comprehensive list of recommended equipment, furniture and fittings.	
Cost estimates for the equipment, furniture and fittings	
Draft report	1
Final report	1
Total	7

4. DUTIES AND RESPONSIBILITIES

4.1 Duties and responsibilities of the service provider

1. Accurate collection of data and relevant information and shall be responsible for any costs thereof;
2. Pay taxes and duties payable in accordance to the Laws of the Republic of Kenya;
3. Provide office accommodation and facilities, local transportation and communication while undertaking the assignment;
4. The service provider shall be responsible for payment of any allowances of his/her personnel as well as all counterpart staff nominated by him/her;
5. The service provider shall prepare and submit detailed designs, reports and all necessary documentations for client's approval;
 - i. The service provider shall be responsible for obtaining work permit (if applicable) and cover for all necessary costs for his/her expatriates and any other necessary consent from relevant statutory bodies;
 - ii. Provide frequent progress reports as agreed by the client.
 - iii. Ensure compliance with Environmental, Health and Safety policies and guidelines.

4.2 Duties and responsibilities of TKNP

1. The Client will oversee implementation of the assignment but shall not be liable for poor quality of work; this shall be the entire responsibility of the service provider.
2. The client will avail necessary literature and documents relevant to the assignment;
3. To provide competent counterpart staff if requested by the service provider;
4. Assist the service provider to have access into the project site;
5. Monitor timely delivery and the quality of services offered by the service provider;
6. The client shall not be responsible for payments of taxes and levies but may assist the service provider to obtain relevant information from Kenya Revenue Authority;
7. Client will provide requirements for incorporation in the assignment.
8. Maintain open and regular communication with the service provider and stakeholders.
9. The client shall make payment upon validation of the final report.

4.3 Service provider reporting obligation

i. Inception Report

The service provider shall prepare and submit to the client one (1) well-bound copy and soft copy of the inception report. This report shall be submitted within 1 week after the date of commencement of the assignment. The report shall outline the service provider's organization and program of assignment, methodology, approach and the schedule of man power, all revised to reflect the result of assignment negotiations and service provider's initial finding.

ii. Draft Report

The service provider shall be required to submit draft Report six (6) weeks after the date of commencement of the assignment. Draft Report shall incorporate inputs from the client covering all aspects as stipulated in this Specifications of Requirement (SoR). The service provider shall prepare and submit to the client one (1) well-bound copy and soft copy.

iii. Final Report

The report shall be presented to the client at the end of the assignment period seven (7) weeks from the date of commencement of the assignment. The service provider shall submit the final report after incorporating client's comments on the final report. The consultant shall prepare and submit to the client two (2) well-bound copies and soft copy in English. It shall comprise a detailed description of the assignment.

4.4 Qualification and experience of service provider

The service provider should have at least three (3) years' experience in execution of assignment of similar nature and should be registered with recognized Professional Body.

4.5 Reporting structure

TKNP will contract one service provider who will work to undertake the assignment as described in this SoR. The service provider will report to The Principal, The Kisumu National Polytechnic. The service provider will spearhead the assignment and will be responsible for the submission of the deliverables as requested.

5. EVALUATION CRITERIA

No.	Criteria	Sub- Criterion	Weighted points (%)
1.	Capacity	Technical capacity	20
		Financial capacity	
		Organizational structure and composition	
2.	Experience	Number of similar assignments carried out in the last five years	30
		Number of years in operation	
3.	Methodology and work plan	Understanding of the scope of the assignment	35
		Coherent activity work plan	
		Suitability of technical approach	
4.	Key staff	Academic qualifications	15
		Professional qualifications	
		Number of years of similar assignment.	
	Total weighted points		100

NB. Minimum qualification for financial evaluation is 70%

6. PAYMENT MODALITIES

Payments to the service provider will be made upon submission and acceptance of the final report.

Prepared by; PROJECT IMPLEMENTATION UNIT

TOTAL AMOUNT QUOTED.....

.....

Signature _____

And seal stamp _____

Name _____

Authorized for and on behalf of the Tenderer

Date _____

PART 3: CONTRACT

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. 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]*

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

i) Are there any person/persons in (Name of Procuring Entity) who has/have an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

	Names of Person	Designation in the Procuring Entity	Interest or Relationship with Tenderer
1			
2			
3			

ii) **Conflict of interest disclosure**

		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

_____ [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:

1. a) have not engaged/will not engage in any corrupt or fraudulent practices in the processes of procurement and contract execution related to the above quotation as defined and/or described in the following:
- i) the RFQ for the above Quotation;
 - ii) Kenya's Public Procurement and Asset Disposal Act, 2015) and its attendant Regulations;
 - iii) Kenya's Anti-Corruption and Economic Crimes Act, 2013; and
 - iv) any such other Acts or Regulations of Government of Kenya;
- b) have not offered/will not offer any inducement to any member of the board, management, staff and/or employees and/or agents of (*name of the procuring entity*);
- c) have not engaged/will not engage in any collusive or corrosive practice with other tenderers participating in the subject quotation;
- d) have not been sanctioned or debarred by any entity from participation in public procurement proceedings of Kenya.

That, what is deponed to herein above is true to the best of our knowledge, information and belief.

Name of the Tenderer:[*insert complete name of tenderer signing the quotation*]

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

Tenderer:[*insert complete name of person duly authorized to sign the quotation*]

Title of the person signing the Quotation:[*insert complete title of the person signing the quotation*]

Signature of the person named above:[*insert signature of person whose name and capacity are shown above*]

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/Service Provider Responsibilities

The Supplier Service Provider 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

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.

