



**RFQ FOR PROVISION OF CLEANING SERVICES AT  
METRO PARK/05/2024**

**MAY 2024**



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

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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 cleaning services at Metro Park /05/2024**

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/ **Provision of cleaning services at Metro Park /05/2024**

## REQUEST FOR QUOTATIONS (RFQ)

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

From: **CPF FINANCIAL SERVICES**

**/RFQ/CPF/Provision of cleaning services at Metro Park/05/2024**

The **CPF FINANCIAL SERVICES** invites you to submit quotations **RFQ/CPF/ Provision of cleaning services at Metro Park - /05/2024** 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 24<sup>th</sup> May 2024**. Late quotations shall be rejected. (**Site visit on 20<sup>th</sup> May 2024**)

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,

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## PART I: INSTRUCTIONS TO TENDERERS

1. **Tenderers are advised to carefully read** 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 **90days** 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) **CR12 Certificate or list of directors & shareholding.**
    - (iv) **Corruption declaration statement.**
    - (iv) **Valid business permit**
- 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: 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. **Valid business permit.**
  - vi. **NEMA Certificate of no objection.**
  - vii. **Current Compliance and registration Certificates from National Hospital Insurance Fund (NHIF).**
  - viii. **Current Compliance and registration Certificates from National Social Security Fund (NSSF).**
  - ix. **Evidence of similar works. Attach Four (4) LPOs.**
  - x. **Organization structure. Give structure with details of responsibilities.**
  - xi. **Must submit 2 letters of recommendation based on contracts that you have serviced in the last two years (January 2021- January 2023).**
  - xii. **Must be Provide a copy of current work injury Benefit insurance cover. evidence is the policy document, or the cover note.**
  - xiii. **Cleaning Equipment and accessories owned by the firm and to be directly assigned to CPF Financial Services during the contract period. Provide details / list of at least five (5) equipment and accessories.**
  - xiv. **Work Program/Operation Plan/ Schedule of Cleaning.**
  - xv. **Physical Facilities. Provide details of physical address and contacts – attach evidence.**
  - xvi. **Attach certificates of good conduct for the proposed cleaners.**
  - xvii. **A written declaration that the service provider shall comply with all Labour laws and the minimum wage guidelines during the entire period of the contract as provided for in the Labour Institutions Act No. 12 of 2007 and the Regulation of Wages.**
    - (b) Must meet Monthly Wages for Nairobi region. (Attach sample pay slips
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 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).

A Item	B <i>(Procuring Entity to select one)</i>	C Description	D Unit price	E Total Price in Ksh
1.	<b>RFQ for Provision of cleaning services at Metro Park.</b>	<b>As per the scope of work.</b>		
<b>TOTAL PRICE INCLUSIVE OF VAT IN KSH;</b>				

## **SCOPE OF SERVICES**

### 1) Workstation and Scope of Work

- Common areas of designated properties as may be allocated and specifically the following.
  - The vendor should assess and advise on the deployment scope.
  - Generator room – once a month.
  - Driveways and all hard surfaces
  - 14bales of tissue, 10ltrs degreaser and 10Ltrs multipurpose agent, 5Ltrs disinfectant and sweeping brooms per month.
  - All vacant units on sale
  - Management Office – 3 times a week.
  - Gutters for all units
  - Any other space that may be assigned from time to time.

### 2) Hours of work

- Cleaning will start at 6.00 am to 4.00 pm on Monday to Friday and from 6.30 am to 1:00 pm on Saturday.

### 3) Cleaning Quality Requirements

- All services will be subjected to periodic inspection and approvals by a designated officer
- Provide cleaning services in the following prescribed manner:-

### 4) Work Specifications

#### a. Walkways and corridors

- Sweeping and damp mopping of non-carpeted surfaces.
- Removing all foreign materials adhering to the floor.
- Dust mop shall be used.
- Spillage shall be removed by damp mopping.
- Give special attention to floor areas underneath to edges and corner.

- Clean water shall be used when damp mopping and/or rinsing along with appropriate cleaning solutions. Floors shall be clean and free of streaks.
- Wet mopping and scrubbing of non-carpeted surfaces- the floors shall be thoroughly swept to remove dirt and debris from machine scrubbing.
- Adhesive materials shall be removed.
- On completion of the mopping and scrubbing, the floors shall be clean and free of dirt, water streaks, mop marks, string and shall be properly rinsed and dry mopped.
- Provide a polished appearance in all uncarpeted areas.

**b. Floor Tiles**

- Sweeping and scrubbing of tiles will be done on daily basis ensuring a shiny appearance.

**c. Walls, Skirting and Doors (Wooden)**

- Dry dusting- A brush shall be used or cloth, whichever is most effective for dusting.
- When hand dusting is performed, a clean, treated dust cloth shall be used.
- After dusting, there shall be no dust streaks, oil spots, smudges, or any other foreign matter on the dusted area. This includes all areas and objects that are approximately 72 inches above the floor including lighting fixtures.

**d. Common Washrooms**

- Toilets will be disinfected twice in a day (In the morning at 6:30 am and 2:00 pm).
- Multi- color urinal balls will be placed in the urinals to maintain constant freshness.
- The basins, sinks, cisterna, and urinals will be disinfected twice daily including the flash handles and taps.
- Windowlens will be used to clean the mirrors in the washrooms twice a day.
- Cleaning the toilet will include cleaning scrubbing and dusting of hand touch facilities including sinks, toilet bowls and covers.
- The doors and doorframes will be dusted and cleaned during this exercise. All hand touch facilities will be disinfected twice daily.
- Supply of toilet air fresheners and mothballs
- A standard stripping stain remover solution that removes stains embedded in the urinal bowls, urinal troughs, wash hand basins, W.C Pans, ceramic tiles and other stains in the toilets to be used twice a month to curb discoloring.
- Cisterns to be cleaned once a month with due care.
- Door handles, push plates (main doors/ cubicles) to be cleaned daily and disinfected twice daily.
- Any system failure causing leakage/ spillage of water in any of the areas is reported to the caretakers immediately if the designated officer is not available.

**e. Gutters**

- Removal of soil, leaves, and any debris on all gutters in the estate on a quarterly basis or as may be necessary.

**f. Soap Dispensers**

- Soap dispensers will be re-filled daily with Johnson Diversy liquid soap (or other equivalent quality liquid soap approved by the agent).
- Soap dispensers will be dusted using a dry cloth to ensure it is always clean.
- ~~Flush all soap dispensing units one weekly.~~

**5) Minimum staff and Equipment Requirements**

- I. All staff to be paid wages above the minimum statutory wages.
- II. Required number of staff four (4).
- III. Must have at least two (2) cleaning machines.
- IV. Adequate high standard mop bucket.
- V. Service provider to specify other cleaning equipment owned and to be used in the execution of works.

**a. Staff**

- All staff to be properly kitted with uniform printed with the service provider’s name and logo on both the front and back side of the uniform.
- The cleaners to always wear staff badges.
- The cleaners to wear protective gears where appropriate and as required in industry practice (safety helmets and harnesses when cleaning external sides of the building etc.)

**b. Equipment**

- Adequate tools and equipment including high standard cleaning machines, mop buckets, window cleaners, squeezers etc.
- Detergent.
- Any other item as may be required to perform the services.

The bidders should clearly indicate the number of staff who shall be deployed to the site, the list of tools and equipment to be used, and the list of materials/detergents to be used.

**The Trust shall provide:**

- Water.
- Electricity.
- Storage facilities for detergents and equipment’s.

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		Interest or Relationship with Tenderer

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.		
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

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#### 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**

**CONTRACT AGREEMENT**

- (1) THIS CONTRACT AGREEMENT is made \_\_\_\_\_ (specify date). Between \_\_\_\_\_ [Insert complete name of Procuring Entity], and having its principal place of Business at \_\_\_\_\_ [Insert address of Procuring Entity] and \_\_\_\_\_ [Insert name of Supplier, or contractor or service provider], and having its principal place of business at \_\_\_\_\_ [insert address of Supplier, contractor or service provider].
- (2) WHEREAS the Procuring Entity invited quotations for the Supply of Goods/works/services (select one) described in Table B, i.e. \_\_\_\_\_ [insert brief description of Goods, works and Services] and has accepted a Quotation by the Tenderer in the sum of \_\_\_ [insert Contract Price in words and figures] (hereinafter called “the Contract Price”).
- (3) NOW THIS AGREEMENT WITNESSED AS FOLLOWS:
  - 1. This Contract Agreement includes the following documents:
    - a) Table A. SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS.
    - b) Table B. QUOTATION SUBMISSION TABLE.
    - c) FORM OF QUOTATION.
    - d) Conditions of Contract.
  - 2. In consideration of the payments to be made by the Procuring Entity to the 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:

- 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 certificate.

## **CONDITIONS OF CONTRACT**

### **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.

