



KENYA FILM COMMISSION

REQUEST FOR QUOTATION (RFQ)

FOR

**THE PROVISION OF VENUE & CATERING SERVICES FOR THE KALASHA
INTERNATIONAL FILM & TV AWARDS CEREMONY IN NAIROBI TO BE
HELD ON SATURDAY 3RD, DECEMBER , 2022**

TENDER NO. KFC/31/2022-2023

ISSUE DATE: FRIDAY 7TH , OCTOBER , 2022

CLOSING DATE: TUESDAY 18TH ,OCTOBER 2022 AT 12.00 PM (KENYAN TIME)

Kenya Film Commission

P.O. Box 76417 – 00508, Nairobi, Kenya **Tel:** +254 729407497, (020) 2714073/4

Email: procurement@filmingkenya.go.ke

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REQUEST FOR QUOTATIONS (RFQ)

To:

*[Insert Name and Address of selected
Tenderer]*

**From: KENYA FILM COMMISSION
P.O. Box 76417-00508 NAIROBI**

**TITLE OF QUOTATION: PROVISION OF VENUE & CATERING SERVICES FOR THE
KALASHA INTERNATIONAL FILM & TV AWARDS CEREMONY IN NAIROBI TO
BE HELD ON SATURDAY 3RD, DECEMBER , 2022**

Quotation Reference Number: KFC/RFQ-31/2021-2022

1. The **Kenya Film Commission** invites you to submit quotations for as indicated in detail in “**Table A. Schedule of Requirements and Specifications**”. The quotation shall follow the instructions and documents in this RFQ document and shall be in English Language. Tenderers may obtain further information during office hours **8.00am – 5.00pm** 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 **[12.00 PM on Tuesday 18th, October 2022]**. 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 the following email address: procurement@filmingkenya.go.ke
4. Any resulting contract shall be subject to the terms and conditions detailed in Part 3: Contract.
5. Please inform by email or express mail the undersigned within two (2) days of receipt of this RFQ if you will not be submitting a quotation.

Address for Submission of Quotations:

Completed Quotation documents are to be enclosed in plain sealed envelopes addressed to the Chief Executive Officer, Kenya Film Commission marked with the Quotation reference number and Quotation Name and deposited in the Quotation Box located on the 2nd Floor, Jumuia Place II located on Lenana Road Kilimani before the deadline for submission.

CHIEF EXECUTIVE OFFICER

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 120** days from the date of submission.
3. **The Quotation shall consist of** completed Tables A, B and C and the Form of Quotation all indicated in Part 2 of this Request for Quotations, and documents to evidence Eligibility and Conformity to Technical Specifications.
4. **Sealing and Marking of Quotations:** Quotations in one “one original” should be sealed in a single envelope, clearly marked with the **Quotation Reference Number** in the RFQ, the Tenderer's name and the name of the Procuring Entity. Envelopes should be sealed in such a manner that opening and resealing cannot be achieved undetected.
5. **Submission of Quotations:** Quotations, and any alternatives if allowed as per Item 11 below, should be submitted to the address below, on or before the date and time indicated in sub-item 4 below. Late quotations will be rejected.

Address for Submission of Quotations.

Completed Quotation documents are to be enclosed in plain sealed envelopes addressed to the Chief Executive Officer, Kenya Film Commission marked with the Quotation reference number and Quotation Name and deposited in the Quotation Box located on the 2nd Floor, Jumuia Place II located on Lenana Road Kilimani before the deadline for submission.

Date of Submission (deadline): **Tuesday, 18th October, 2022**

Time of Submission (deadline): **12.00 PM** (Kenya time).

6. **Opening of Quotations:** Quotations will be opened immediately after the closing date and time specified in item 5 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:
 - a. Copy Incorporation/Registration Certificate
 - b. Copy of a valid Tax Compliance Certificate from the Kenya Revenue Authority
 - c. Copy of CR12 which must have been issued within the last 12 months (for registered companies) OR Copies of National Identity Cards for Sole Proprietors
 - d. Valid/Current Single Business Permit
 - e. Dully filled and signed Schedule of Requirements Table
 - f. Dully filled and signed Form for Disclosure of Interest
 - g. Dully filled and signed Certificate of Independent Quotation Determination
 - h. Dully filled and signed Self-Declaration Form
 - i. Past relevant experience in the provision of similar services -at least 3 LSOs/contracts awarded and successfully hosted for similar engagements
 - j. Audited accounts for year 2020 & 2021

NOTE: *Bidders must submit all the above requirements. Failure to submit any of the above requirement shall lead to rejection of the quotation.*

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 and will not be 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:

Bidders must submit the following:

- a. Copy Incorporation/Registration Certificate
- b. Copy of a valid Tax Compliance Certificate from the Kenya Revenue Authority
- c. Copy of CR12 which must have been issued within the last 12 months (for registered companies)
OR Copies of National Identity Cards for Sole Proprietors
- d. Valid/Current Single Business Permit
- e. Dully filled and signed Schedule of Requirements Table
- f. Dully filled and signed Form for Disclosure of Interest
- g. Dully filled and signed Certificate of Independent Quotation Determination
- h. Dully filled and signed Self-Declaration Form
- i. Past relevant experience in the provision of similar services -at least 3 LSOs/contracts awarded and successfully hosted for similar engagements
- j. Audited accounts for year 2020 & year 2021

ii) financial comparison of quotations to determine the lowest evaluated quotation after meeting all the mandatory requirements.

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.
17. The Commission reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

iii) technical examination to determine eligibility, compliance with technical specifications and commercial responsiveness. Quotations failing this stage will be rejected and not considered in next stage. ***Pass or fail method will be applied***

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:

TERMS OF REFERENCE FOR THE 12TH EDITION OF KALASHA INTERNATIONAL FILM & TV AWARDS 2022 VENUE AND CATERING SERVICES

Background:

The Kenya Film Commission is organizing the Kalasha International Film & TV Awards an initiative whose aim is to promote culture, stories, creativity and skills within the East African Region.

The goals of Kalasha International Film & TV awards are to;

- a. Celebrate achievers in the film industry and promote our cultural diversity.
- b. Inject new energy into the industries by fostering healthy competition and understanding.
- c. Spur further growth in the film and TV, cultural and tourism industries and open links for communication as we tell our Kenyan stories.
- d. Involve movie and television fans in efforts to shape the cultural industry.
- e. Create extra publicity for the industries.
- f. Bring back a screening culture (audience development)
- g. Nature talent

Kenya Film Commission (KFC) invites tenders from interested eligible service providers for the provision of venue & Catering services for the hosting of 12th edition of Kalasha International Film & TV Awards 2022 to be held in Nairobi County on **3rd December 2022**.

VENUE REQUIREMENTS

- The venue should be able to accommodate 500 Pax theatre sitting with stage set up of around 25m wide
- The event will be in door and will be held in the evening hours 5pm- 10pm
- The venue should be inclusive of hospitality services.
- The provider to propose two options : one for a cocktail party/event and the second one for a dinner party/event –Provide menus and prices for each
- Provide list of drinks and price list
- Parking space that can accommodate 300-400 cars
- Should have a separate facility that can accommodate at least 200 people for the after party.
- The venue should have adequate security
- Space available: Provide **1st – 2nd December 2022** for set-up, **3rd December 2022** for the main event and **4th December 2022** for set down.
- The stage should be visible from all angles and therefore should be free of pillars
- The venue should be a maximum of 12 km from the Nairobi CBD
- The venue should have adequate amenities
- The venue should have strong and stable internet connectivity with capacity for bandwidth adjustment
- The venue should provide a separate production room
- Provision of standby Ambulance services
- The provider should recommend a contact person who will be working with the KFC Event managers for the success of the event

Venue rating

- The proposed venue should be strictly four to Five star rated
- Power and Back-up system
- Provision of PA system services (Surround sound system)
- Dressing of Tables and Seats as will be instructed by KFC

- The Commission evaluation Committee will visit the recommended venue to establish whether it meets all the requirements

Added Value- Propose a befitting menu for this event and any recommendation which will add value to the event

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

- a. 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		Interest or Relationship with Tenderer

ii) **Conflict of interest disclosure**

	Type of Conflict	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 Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the quotation process and execution of the Contract?		

iii) Certification

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name _____

Title or Designation _____

(Signature)

(Date)

iv) CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION

I, the undersigned, in submitting the accompanying Letter of quotation to the _____ *[Name of Procuring Entity]* for: _____ *[Name and number of quotation]* in response to the request for tenders made by: _____ *[Name of Tenderer]* do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of _____ *[Name of Tenderer]* that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tenderer will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the quotation on behalf of the Tenderer;
4. For the purposes of this Certificate and the quotation, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) has been requested to submit a quotation in response to this request for quotations;
 - b) could potentially submit a quotation in response to this request for quotations based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
 - a) The Tenderer has arrived at the quotation independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b) the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for quotations, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) methods, factors or formulas used to calculate prices;
 - c) the intention or decision to submit, or not to submit, a quotation; or
 - d) the submission of a quotation which does not meet the specifications of the request for quotations; except as specifically disclosed pursuant to paragraph (5) (b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
8. the terms of the quotation have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official quotation opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name _____ Title _____ Date _____ *[Name, title and signature of authorized agent of Tenderer and Date]*

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:
..... [*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*]

i) FOREIGN TENDERER 40% RULE -NOT APPLICABLE

(not to be included in the RFQ for supply of goods, supply and installation of plant and equipment, insurance, purchase of property, and other RFQ where this rule may not be practical).

Pursuant to the provisions in the Public Procurement and Disposal Act, 2015, a Foreign Tenderer must complete this form to demonstrate that the quotation fulfils this condition

ITEM	Description of Work Item	Describe location of Source	COST in K. shillings	Comments, if any
A	Local Labor			
1				
2				
3				
4				
5				
B	Sub contracts from Local sources			
1				
2				
3				
4				
5				
C	Local materials			
1				
2				
3				
4				
5				
D	Use of Local Plant and Equipment			
1				
2				
3				
4				
5				
E	Add any other items			
1				
2				
3				
4				
5				
6				
	TOTAL COST LOCAL CONTENT		XXXXX	
	PERCENTAGE OF CONTRACT PRICE			

SCHEDULE OF REQUIREMENTS

TABLE A. SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATIONS

ITEM NO.	DESCRIPTION	NO	TECHNICAL SPECIFICATIONS	CONFORMITY WITH TECHNICAL SPECIFICATIONS - Supplier Comments
1.	Provision of venue & Catering services for the hosting of 12 th edition of Kalasha International Film & TV Awards 2022 to be held in Nairobi County on December 3rd, 2022.	500 PAX	<ul style="list-style-type: none"> • The venue should be able to accommodate 500 Pax theatre sitting with stage set up of around 25m wide • The event will be in door and will be held in the evening hours 5pm-10pm • The venue should be inclusive of hospitality services. • The provider to propose two options : one for a cocktail party/event and the second one for a dinner party/event –Provide menus and prices for each • Provide list of drinks and price list • Parking space that can accommodate 300-400 cars • Should have a separate facility that can accommodate at least 200 people for the after party. • The venue should have adequate security • Space available: Provide 1st – 2nd December 2022 for set-up, 3rd December 2022 for the main event and 4th December 2022 for set down. • The stage should be visible from all angles and therefore should be free of pillars • The venue should be a maximum of 12 km from the Nairobi CBD • The venue should have adequate amenities • The venue should have strong and stable internet connectivity with capacity for bandwidth adjustment • The venue should provide a separate production room • Ambulance services • The provider should recommend a contact person who will be working with the KFC Event managers for the success of the event 	

			<p>Venue rating</p> <ul style="list-style-type: none">• The proposed venue should be strictly four to Five star rated• Power and Back-up system/generator• Provision of PA system services (surround sound system)• Dressing of Tables and Seats as will be instructed by KFC• The Commission evaluation Committee will visit the recommended venue to establish whether it meets all the requirements <p>Added Value- Propose a befitting menu for this event and any recommendation which will add value to the event</p> <p>Confirm your venue size giving the exact measurements of the proposed room/venue-attach images & name of the proposed room/venue</p>	
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SCHEDULE OF REQUIREMENTS TABLE A

ITEM	DESCRIPTION	No	Unit cost Kshs.	Total cost inclusive of 16% VAT Amount (KShs.)
1.	Provision of venue for the hosting of Kalasha International Film & TV Awards 2022	Service		
2.	Provision of catering services for invited guests during the Kalasha International Film & TV awards for 500 guests (cocktail package) propose menu which should be inclusive of a welcome drink per guest	500		
3.	Provision of catering services for invited guests during the Kalasha International Film & TV awards for 500 guests (buffet dinner option on round table sitting arrangement) propose menu which should be inclusive of a welcome drink per guest	500		
4.	Provide separate price list of assorted drinks alcoholic & non-alcoholic	Service		
5.	Provision of reliable internet services	Service		
6.	Reliable Power back up- generator during the event dry run	1		
	Total Amount of Financial Proposal inclusive of VAT & applicable Government Taxes			

Delivery Period.....(State)

Signature: _____ And seal/Stamp

Name: _____

Position: _____

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

Date _____

BENEFICIAL OWNERSHIP DISCLOSURE FORM

INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the Tenderer by meeting one or more of the following conditions:

- *Directly or indirectly holding 25% or more of the shares.*
- *Directly or in directly holding 25% or more of the voting rights.*
- *Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.*

Tender Reference No.: _____ [*insert identification no*]
 Name of the Assignment: _____ [*insert name of the assignment*]
 to: _____ [*insert complete name of Procuring Entity*]

In response to your notification of award dated _____ [*insert date of notification of award*] to furnish additional information on beneficial ownership: _____ [*select one option as applicable and delete the options that are not applicable*]

i) We here by provide the following beneficial ownership information.

a) Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer (Yes / No)
<i>[include full name (last, middle, first), nationality, country of residence]</i>			

OR

ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions: directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights. Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.*

OR

We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Tenderer shall provide explanation on why it is unable to identify any Beneficial Owner]

Directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the

voting rights.

Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer]"

Name of the Tenderer:[insert complete name of the Tenderer]_____*

*Name of the person duly authorized to sign the Tender on behalf of the Tenderer: ** [insert complete name of person duly authorized to sign the Tender]*

Title of the person signing the Tender: [insert complete title of the person signing the Tender]

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

Date signed [insert date of signing] day of..... [Insert month], [insert year]

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 described in Table B, i.e. _____ [insert brief description of Goods] and has accepted a Quotation by the Tenderer in the sum of _____ [insert Contract Price in words and figures] (hereinafter called “the Contract Price”).
- (3) NOW THIS AGREEMENT WITNESSED AS FOLLOWS:
1. This Contract Agreement includes the following documents:
 - a) Table A. SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS.
 - b) Table B. QUOTATION SUBMISSION TABLE.
 - c) FORM OF QUOTATION.
 - d) Conditions of Contract.
 2. In consideration of the payments to be made by the Procuring Entity to the *Supplier* as hereinafter mentioned, the *Supplier* 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 *in* consideration of the provision of the Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
- (4) In WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Kenya.

For and on behalf of the Procuring Entity

Signed:[insert signature] in the capacity
of..... [insert title or other appropriate designation] in the presence
of..... [insert identification of official witness]

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

Signed:[insert signature of authorized representative(s) of the
Supplier]
in the capacity of..... [insert title or other appropriate designation]
in the presence of..... [insert identification of official witness]

- 1. Language**

The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier 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 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 may give notice to the other party of its intention to commence arbitration. The dispute shall be referred to adjudication or arbitration in accordance with the laws of Kenya.
- 6. Supplier/Contractor/Service Provider Responsibilities**

The Supplier shall supply all the Goods included in the Schedule of Requirements.
- 7. Contract Price**

Prices charged by the Supplier under the Contract shall not vary from the prices quoted by the Supplier 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 Goods, price of goods received upon submission of a claim/invoice supported by the acceptance certificate issued by the Procuring Entity. The settlement will be made within 30 days upon receipt of the invoice and acceptance of the goods
- 9. Inspections and Tests**

The Supplier 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.