



TEA BOARD OF KENYA

*Realizing the Tea Promise*

**TEA BOARD OF KENYA**

Tea House | Naivasha Road, Off Ngong Road

P. O. Box 20064 – 00200 NAIROBI

Tel. (+254) 20 2536869 | 2536886

Cell: (+254) 722-200556 | (+254)734-600944

**Email:** [info@teaboard.or.ke](mailto:info@teaboard.or.ke)

**NAME AND CONTACT ADDRESSES OF SUPPLIER**

|                |  |
|----------------|--|
| Name           |  |
| Postal Address |  |
| Email Address  |  |

Request for Quotations No: **TBK/RFQ/21/2023-2024**

Contract Name: **PRODUCT DESIGN, DEVELOPMENT, BRANDING AND PACKAGING SERVICES FOR TEA BOARD OF KENYA**

## **TABLE OF CONTENTS**

|  |    |
|--|----|
| REQUEST FOR QUOTATIONS (RFQ) .....                                 | 3  |
| PART 1: INSTRUCTIONS TO TENDERERS .....                            | 4  |
| QUOTATION AND QUALIFICATION DOCUMENTS .....                        | 6  |
| FORM OF QUOTATION .....  | 6  |
| FORM FOR DISCLOSURE OF INTEREST .....                              | 9  |
| CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION .....           | 11 |
| SELF-DECLARATION FORM .....  | 13 |
| PART 2: SCHEDULE OF REQUIREMENTS TECHNICAL<br>SPECIFICATIONS ..... | 14 |
| CONTRACT AGREEMENT .....   | 18 |

## REQUEST FOR QUOTATIONS (RFQ)

**To:**

**From:** Tea Board of Kenya, P. O. Box 20064 – 00200 Nairobi.

**Request for Quotation Title: PRODUCT DESIGN, DEVELOPMENT, BRANDING AND PACKAGING SERVICES FOR TEA BOARD OF KENYA**

**Request for Quotation No. TBK /RERFQ/21/2023-2024**

1. The Tea Board of Kenya invites you to submit quotations for **product design, development, branding and packaging services for Tea Board of Kenya** 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 to 16:00pm) 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 **17<sup>TH</sup> August 2023 at 11.00 AM**. 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 Chief Executive Officer, Tea Board of Kenya.
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.

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**Email:** [info@teaboard.or.ke](mailto:info@teaboard.or.ke)

Yours sincerely,

---

**AG. CHIEF EXECUTIVE OFFICER**

## **PART 1: INSTRUCTIONS TO TENDERERS**

1. **Tenderers are advised to read carefully** these instructions and the Conditions of Contract in Part 3: Contract, before preparing the quotation. The standard forms in this RFQ may be photocopied for completion but the Tenderer is responsible for their accurate reproduction. The term Tenderer shall mean the firm or person invited to submit a quotation. The term Quotation herein shall mean the quotation submitted as usually understood in public procurement.
2. **Validity of Quotations:** The quotation will be held valid for **90 days** from the date of submission.
3. **The Quotation shall consist of** completed Tables A, B and C and the Form of Quotation all indicated in Part 2 of this Request for Quotations, and documents to evidence Eligibility and Conformity to Technical Specifications.
4. **Sealing and Marking of Quotations:** Quotations in one “one original” should be sealed in a single envelope, clearly marked with the **Quotation Reference Number** in the RFQ, the Tenderer's name and the name of the Procuring Entity. Envelopes should be sealed in such a manner that opening and resealing cannot be achieved undetected.
5. **Submission of Quotations:** Quotations, and any alternatives if allowed as per Item 11 below, should be submitted to the 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.

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**Email:** [info@teaboard.or.ke](mailto:info@teaboard.or.ke)

Date of Submission (deadline): **17/08/23**

Time of Submission (deadline): **11.00 AM**

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:** As per the Mandatory requirements. 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 **are not permitted** to submit alternative quotations for goods/alternative technical solutions for specified parts of the Works or Services. 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. The Procuring Entity shall not allow quotations in foreign currency.
13. **Evaluation of Quotations:** The evaluation of quotations will be conducted using the procedure set out below:
  - i. **Preliminary examination to determine Tenderer eligibility:** As per the Mandatory requirements
  - ii. **Technical examination** to determine goods/ services eligibility, compliance with technical specifications and commercial responsiveness. Quotations failing this stage will be rejected and not considered in next stage.
  - iii. **Financial comparison** of quotations to determine the lowest evaluated quotation. In case foreign currency is allowed, for comparison purposes only, foreign currency quotations will be converted to Kenya shillings using the exchange rates published by the Central Bank of Kenya on the day of submission of quotations.
14. **Lowest Evaluated Quotation:** The lowest evaluated quotation shall be recommended for award of contract.
15. **Award of contract:** Award of contract shall be by placement of a Letter of Acceptance or Local Purchase Order in accordance with Part 3: Contract. The currency of award and payment shall be currency in which the quotation was submitted. Unsuccessful tenderers who responded will be notified of the accepted quotation, indicating the name and the amount of the accepted quotation
16. **Right to Reject:** The Procuring Entity reserves the right to accept or reject any quotation or to cancel the quotation process and reject all quotations at any time prior to contract award.

## QUOTATION AND QUALIFICATION DOCUMENTS

**Instructions to Tenderer. Tenderer must complete and submit as part of the Form of quotation.**

- i. FORM FOR DISCLOSURE OF INTEREST
- ii. CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION
- iii. SELF-DECLARATION FORM

### **FORM OF QUOTATION** *[To be completed by Tenderer]*

|   |  |
|---|--|
| Quotation Addressed to (Procuring Entity) |  |
| 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 Financial proposal.
3. We confirm that we are eligible to participate in public procurement and meet the eligibility criteria specified in Part 1: INSTRUCTIONS TO TENDERERS.
4. We also confirm that the (*goods to be supplied/works to be constructed/services to be provided (select one)*) conform to the SCHEDULE OF REQUIREMENTS 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**

| <b>A<br/>Item</b>          | <b>B<br/>Description of<br/>Goods/works/services</b>   | <b>C<br/>Quantity</b> | <b>D<br/>Unit<br/>price</b> | <b>E<br/>Total Price in Ksh</b> |
|----------------------------|--|-----------------------|-----------------------------|---------------------------------|
| 1                          | Product Design, Development, Branding and Packaging Services for Tea Board of Kenya for 1 year | 1                     |                             |                                 |
| 2                          | Training   | 2                     |                             |                                 |
| <b>TOTAL PRICE IN KSH.</b> |  |                       |                             |                                 |

Signature.....  
And Seal/Stamp

Name.....

Position: Authorized for and on behalf of (Specific name of tenderer)

.....

Date.....



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

- i) Are there any person/persons in the Tea Board of Kenya *who* has/have an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

| No. | Name 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 other tenderer.   |                      |  |
| 2. | Tenderer receives or has received any direct 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 put it in apposition 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 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 close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in preparation of the  |                      |  |

|    |  | <b>Disclosure<br/>YES OR<br/>NO</b> | <b>If YES provide<br/>details of the<br/>relationship<br/>with Tenderer</b> |
|----|--|-------------------------------------|---|
|    | Quotation Document or specifications of the Contract, and/or the Quotation evaluation process of such contract   |                                     |   |
| 8. | Tenderer has 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. |                                     |   |

## **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]*

## **PART 2: SCHEDULE OF REQUIREMENTS TECHNICAL SPECIFICATIONS TERMS OF REFERENCE**

Among the key functions of the Tea Board of Kenya as per the Tea Act, 2020, is to promote and advise on strategies for value addition and product diversification. In the context of the Tea Act, 2020; value addition is used to denote the improvements on made tea through packaging, blending, flavoring, tea extracts, tea aroma and branding; which have higher value than bulk tea. Generally, value addition takes place after ownership of tea has changed and therefore the farmer does not benefit fully from the value addition returns. Black tea is blended and packed into two different forms of consumer products to be sold at retail markets as teabags and retail packets. There are growing opportunities for value added teas as there is a shift in consumer tastes and preferences as well as lifestyle concerns. This has culminated into tea products such as teabags and retail packet teas, instant and iced tea, scented tea, green tea and organically produced tea, which have the potential to return higher prices in the global market.

Several factors have been identified as limiting value addition to tea companies in Kenya and include lack of market information, poor linkages with export markets, weak promotional capacities, poor packaging, labelling and branding that restrict entry in some markets, limited market research and analysis, financial challenges, weak capacity for e-commerce and imperfect markets. Many tea companies also produce tea products without considering the market and customer needs and consequently they are not able to penetrate the market.

### **1.1 Introduction**

Although product development is a creative intervention in helping increase tea companies' contribution to the Kenya tea export earnings, the discipline requires a systematic approach to guide the processes that are required to get a new product to the market.

Tea Board of Kenya thus intends to engage the services of a competent firm to provide technical guidance and support that will lead the tea enterprises into developing modern and high-quality designs and packaging of tea for different foreign markets. The objective of the project is to grow tea exports by assisting tea packers and tea buyers of tea overcome existing design and packaging bottlenecks in order to achieve a higher level of export performance and foreign exchange earnings.

### **2. Scope of the Assignment**

The successful bidder will undertake the following services to Tea enterprises:-

- i. Concept development and practical tips on product design & development for each tea enterprise.
- ii. Onsite Company Coaching (one-on-one practical coaching at the production site or premises of the beneficiary enterprise);
- iii. Product Design, Branding, Packaging and labelling for each tea enterprise.

- iv. Final Artworks and product design approval for each enterprise.
- v. Product development capacity building and training programs.

**3. Specific Terms of Reference**

In collaboration with TBK, the successful bidder is expected to:

- i. Develop a product design concept, Research into elements of the design including Photography/illustration/Computer work/rendering; for at least ten (10) tea companies and upon approval provide final artworks to the ten (10) tea companies.
- ii. Avail a professional product designer and a graphic designer to facilitate onsite company product training on product development for each of the ten tea companies (10).
- iii. Provide training on product development, product packaging and branding during two (2) instructive training workshops and facilitate the development of training materials as agreed.
- iv. Assist the Tea Board of Kenya in developing suitable training programs for instructive workshops on product development.
- v. Extending technical assistance to tea enterprises on product development and product packaging on a need basis.

**4. Duration of work**

The successful Bidder will enter into a 1-year Contract with Tea Board of Kenya renewable subject to performance.

**EVALUATION CRITERIA**

**Preliminary examination for Determination of Responsiveness**

Tenderer must submit Documentary evidence to show His/her eligibility to be awarded a contract to cover each of the following:

**Table A: Mandatory Requirements**

| No.  | CRITERIA  | YES/NO |
|------|---|--------|
| MR 1 | Submit a copy of the Firm’s Registration/ Incorporation certificate   |        |
| MR 2 | Submit a valid tax compliance certificate   |        |
| MR 3 | Must submit A valid business permit from the respective County Government.  |        |
| MR 4 | Bidder’s document must be properly bound and paginated/serialized from the first page to the last page including attachments in the format 1, 2, 3..... |        |
| MR 5 | Evidence of having provided similar services to at least three (3) clients in the last 5 years. (Attach copies of signed contracts and LSO’s)           |        |

|      |  |  |
|------|--|--|
| MR 6 | Resumes of personnel to be involved in the assignment.<br>Team Leader<br>Team Member 1 (Product Designer)<br>Team Member 2 (Graphic Designer)  |  |
| MR 7 | Tenderer must complete and submit as part of the Form of quotation.<br>SCHEDULE OF REQUIREMENTS TABLE<br>FORM FOR DISCLOSURE OF INTEREST<br>CERTIFICATE OF INDEPENDENT QUOTATION<br>DETERMINATION<br>SELF-DECLARATION FORM |  |

NB/ Only bidders that comply with the above mandatory requirements SHALL be subjected to technical evaluation.

The evaluation of the mandatory requirements is a YES or NO. A bidder MUST score YES in all the MR's

#### **TABLE B: TECHNICAL EVALUATION**

##### **Technical Evaluation Criteria**

Only bids whose score is 75% and above will be subjected to the financial evaluation.

|  | <b>DESCRIPTION</b>  |    | <b>POINTS</b> |
|--|---|----|---------------|
| <b>TR 1</b>  | <b>Experience of the Firm in the last 5 yrs.</b> Demonstrated proof of relevant experience in handling <b>3</b> comparable assignments. The assignments shall be weighted on pro-rata basis as follows: <b>(MUST ATTACH copies of signed contracts/ LSO's)</b><br>Each assignment 5 marks |    | <b>15</b>     |
| <b>Technical approach and Methodology</b>                                |   |    | <b>30</b>     |
| <b>TR 2</b>  | Demonstrated understanding of the product design concept development, product development and adaptation, creativity, innovation and comprehensiveness in the proposal  | 15 |               |
| <b>TR 3</b>  | Outlined the Product design approach in every tea enterprise, approach to product development to be undertaken in tea enterprise, and estimated budget for each activity and methodology of execution in relation to each term of reference   | 15 |               |
| <b>Qualifications and competence of the key staff for the assignment</b> |   |    |               |
| <b>Team Leader: Qualifications:</b>                                      |   |    | <b>25</b>     |
| <b>TR 4</b>  | 1. Master of Arts in Design or Masters in Business Administration.  | 10 |               |
| <b>TR 5</b>  | 2. Post graduate Diploma in Design/marketing or a similar professional qualification.   | 5  |               |
|  | <b>Team Leader: Experience</b>  |    |               |



|   |  |    |             |
|---|--|----|-------------|
| <b>TR 6</b>                             | 1. At least 5 years practical experience in undertaking Product Design, product development and developing Brands.   | 5  |             |
| <b>TR 7</b>                             | 2. Must showcase implementation of at least 2 major Product developments in the last five years.   | 5  |             |
| <b>Team Member 1 (Product Designer)</b> |  |    |             |
| <b>TR 8</b>                             | <b>Qualifications:</b> Bachelor of Arts in Design and a Diploma in Design/Graphic Design   | 10 | <b>20</b>   |
| <b>TR 9</b>                             | <b>Experience</b> At least five (5) years practical Experience in creative product design, product development and promotional Concept development/implementation of product campaigns, development of web, print, and digital marketing contents. | 10 |             |
| <b>Team Member 2 (Graphic Designer)</b> |  |    |             |
| <b>TR 10</b>                            | <b>Qualifications:</b> Bachelor of Arts in Design and a Diploma in Design/Graphic design   | 5  | <b>10</b>   |
| <b>TR 11</b>                            | <b>Experience:</b> At least Three (3) years practical Experience in product design, product development and creating product design concepts/ programs.  | 5  |             |
|   | <b>Total Points</b>  |    | <b>100%</b> |
|   | <b>Pass Mark</b>   |    | <b>75%</b>  |

**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 *Supplier/contractor/service provider* as hereinafter mentioned, the *Supplier/contractor/service provider* hereby covenants with the Procuring Entity to provide the Goods/works/services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

3. The Procuring Entity hereby covenants to pay the *Supplier/Contractor/service provider (select one)* in consideration of the provision of the Goods/works/services (*select one*) and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

(4) In WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Kenya.

**For and on behalf of the Procuring Entity**

Signed: .....*[insert signature]*  
in the capacity of.....*[insert title or other appropriate designation]*

in the presence of..... *[insert identification of official witness]*

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

Signed: .....*[insert signature of authorized representative(s) of the Supplier]*

in the capacity of..... *[insert title or other appropriate designation]*

in the presence of..... *[insert identification of official witness]*

### **1. Language**

The Contract as well as all correspondence and documents relating to the Contract exchanged by the 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/Contractor/Service Provider Responsibilities**

The Supplier/Contractor/Service Provider (*select one*) 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*):

For Goods, price of goods received upon submission of a claim/invoice supported by the acceptance certificate issued by the Procuring Entity.

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.

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.