

# **FOCUS KENYA**

**P.O. BOX 781 - 00618,**

**RUARAKA, NAIROBI.**

**Website: [www.focuskenya.org](http://www.focuskenya.org)**

**Email: [admin@focuskenya.org](mailto:admin@focuskenya.org)**



## **REQUEST FOR QUOTATIONS**

**FOR**

### **PROVISION OF EXTERNAL AUDIT SERVICES**

**QUOTATION NO.: FOCUSK/PROC/001/2024**

**TENDER OPENING DATE: 16<sup>th</sup> OCTOBER 2024**

**TENDER CLOSING DATE: 1<sup>st</sup> NOVEMBER 2024 AT 4:30 P.M.**

## REQUEST FOR QUOTATIONS (RFQ)

**FROM:** Fellowship Of Christian Unions (FOCUS) Kenya,  
P.O. BOX 781 - 00618, Ruaraka, Nairobi

**DESCRIPTION: PROVISION OF EXTERNAL AUDIT SERVICES**

**TENDER NUMBER: FOCUSK/PROC/001/2024**

1. Fellowship Of Christian Unions Kenya, here in referred to as, FOCUS Kenya, invites you to submit quotations for the **PROVISION OF EXTERNAL AUDIT SERVICES** 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.
2. Tenderers may obtain further information between **8.00 a.m. and 5.00 p.m.** which are the official working hours at the address given below.
3. Quotations shall be submitted through the E-mail or Manually in plain, sealed and clearly marked envelopes **on or before 1<sup>st</sup> November, 2024** in accordance with the instruction in Part 1: Quotation Procedures.
4. Enquiries regarding this quotation may be addressed to:  
**The Finance & Administration Director,**  
**Fellowship Of Christian Unions Kenya**  
**P.O. BOX 781 - 00618, Ruaraka, Nairobi.**  
[admin@focuskenya.org](mailto:admin@focuskenya.org)
5. Any resulting contract shall be subject to the terms and conditions detailed in Part 3: Contract.
6. All eligible bidders are invited to apply.

Address for Further Information or Clarification of Quotations

**The Finance & Administration Director,**  
**Fellowship Of Christian Unions Kenya,**  
**Headquarters Offices,**  
**P.O. BOX 781 - 00618, Ruaraka, Nairobi.**

Yours sincerely,



**Finance & Administration Director**  
**FOCUS Kenya**



## FOCUS KENYA

Invitation for bids

### **RE: REQUEST FOR QUOTATIONS FOR PROVISION OF EXTERNAL AUDIT SERVICES**

Dear.....(Tenderer's Name)

You are hereby invited to submit a sealed/soft copy bid for provision of External Audit Services to Fellowship Of Christian Unions (FOCUS) Kenya accounts.

Attach is the terms of reference with the following key details:

- FOCUS Kenya background.
- Scope of work.
- Deliverables.
- Qualification.

The bid and the accompanying papers and documents must be mailed to [admin@focuskenya.org](mailto:admin@focuskenya.org) or sealed and delivered to **FOCUS Kenya Head office**, Kasarani not later than **1<sup>st</sup> November 2024**.

See process schedule below:

Timeline	
Open advertisement	16 <sup>th</sup> October 2024 – 1 <sup>st</sup> November 2024
Shortlisting	5 <sup>th</sup> – 8 <sup>th</sup> November 2024
Interviews	Mid November 2024
National Governing Council Approval	23 <sup>rd</sup> November 2024
NAGM Approval and Confirmation of successful audit firm	April 2025

### Regional Offices

Western Region  
Kisumu  
Mobile: 0724 997 059  
western@focuskenya.org

Mt. Kenya Region  
Nyeri  
Mobile: 0728 067 067  
mtkenya@focuskenya.org

North Rift Region  
Eldoret  
Mobile: 0724 997 058  
northrift@focuskenya.org

Central Rift Region  
Nakuru  
Mobile: 0724 997 057  
centralrift@focuskenya.org

Pwani Region  
Mombasa  
Mobile: 0724 997 056  
pwani@focuskenya.org

## **TERMS OF REFERENCE (TORs) FOR TENDER FOR PROVISION OF EXTERNAL AUDIT SERVICES**

### **Background**

Fellowship of Christian Unions (FOCUS) Kenya is an organization registered in 1973 under the office of Registrar of Societies. We exist to link and network more than Two Hundred and Forty (240) TVETs, Colleges and University Christian Unions with a total membership of over Sixty-Five Thousand (65,000) Christian Students.

As part of our accountability to our stakeholders, FOCUS has an external audit that reviews its financial and other operations as governed by the National Governance Council. The purpose of these TORs is to lay ground for the appointment of a new auditor, since the current auditors have served their tenure.

### **Objective of the Audit:**

- i. The objective of the audit of Fellowship of Christian Union's financial statement is to enable the auditors to express an independent professional opinion on the financial position of FOCUS Kenya and to ensure that, the funds have been utilized for their intended purpose.
- ii. The books of accounts provide the basis for preparation of FOCUS Kenya's financial statements. Proper books of accounts as required by the law have been maintained by FOCUS Kenya and also, maintain adequate internal controls and supporting documentation for the transactions.

### **Scope of the Audit:**

1. The audit will be carried out as required by Kenyan law, and in accordance with the International Auditing Standards and will include tests and verification procedures as the auditors deem necessary.
2. Plan and organize the audit on the basis of risk assessment to provide satisfactory assurance that, the financial statements are free of misstatement due to fraud and errors.
3. Verify that funds received by FOCUS Kenya have been acknowledged and reflected in the financial reports/statements submitted to management.
4. Independently audit and report on designated bank accounts.
5. Verify all funds have been used in accordance with the established rules and regulations of FOCUS Kenya, and only for the purposes for which the funds were provided.
6. Audit the procurement system to determine transparency, value for money obtained on goods, works and services financed and that the entire procurement system is free of errors, omissions and fraud. Undertake a review of internal controls within the procurement function and make recommendations based on procurement best practices for similar institutions.
7. Appropriate supporting documents, records and books of accounts relating to all activities have been kept. Clear linkages should exist between the books of accounts and the financial statements presented.

8. Verify that, the financial statements have been prepared by FOCUS Kenya's management in accordance with applicable accounting standards and gives a true and fair view of the financial position of FOCUS Kenya, and of its receipts and expenditures for the period ended on that date.
9. Do tax reviews for the various income generating entities of the organization.
10. Review, appraise and report on:
  - a. Internal control system's soundness, adequacy and effectiveness.
  - b. Effectiveness of the finance system as well as the funding structure.
  - c. Effectiveness of human resource management.
  - d. Extent to which the assets are accounted for and safeguarded from loss.
  - e. Suitability and reliability of systems/programs used to manage and retain data.
- d. Review of previous audit report with management letter, to indicate on the status of implementation of anything that could have been suggested or recommended.

**Expected Output:**

1. Express an opinion as to reasonableness of the financial statements in all material respects. Auditors to include in their report's opinion on compliance with procedures designed to provide reasonable assurance of detecting misstatements due to errors or fraud that are material in the financial statements.
2. In addition to the audit report, the auditors will prepare a Management Letter on the following:
  - a. Give comments and observations on the accounting records, procedures, systems, and controls that were examined during the course of the audit.
  - b. Identify specific deficiencies and areas of weakness in systems and controls and make recommendations for improvement.
  - c. Report on the implementation status of recommendations pertaining to previous period audit reports.
  - d. Communicate matters that have come to their attention during the audit which might have a significant impact on the sustainability of the organization.
  - e. Bring to the Board of Management's attention any other matters that the auditors consider pertinent.

**Audit Duration:**

The audit work shall be completed within 2 months from the date of commencement of the audit.

**Deliverables:**

1. The Auditor's on completion of the audit work will submit ...4... original copies of the Audit Report appended to the Financial Statements along with the reports to the attention of the Board of Management.
2. Management letter in accordance with the scope of work described here before.

**Qualification of the Audit Firm:**

The audit firms seeking to apply should be registered in Kenya and must have been in operation at least for the last 15 years providing both audit and tax services. Additionally, the firm must demonstrate experience in the audit of not-for-profit entities and organizations with similar registration to FOCUS Kenya.

NB; FOCUS Kenya appreciates pro bono services or subsidized costing for the audit services.

## 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. **Submission of Quotations:** Quotations, and any alternatives if allowed as per Item 11 below, should be submitted through the IFMIS Supplier Portal on or before **at the indicated time in the portal**.
5. **Opening of Quotations:** Quotations will be opened immediately after the closing date and time specified in item 4 above, by at least three appointed officials of the Procuring Entity.
6. **Tenderer Eligibility:** Tenderer must submit Documentary evidence to show His/her eligibility to be awarded a contract to cover each of the following:
  - a) Certificate of incorporation/ registration.
  - b) KRA PIN Certificate.
  - c) Tax compliance certificate.
  - d) List of partners / directors with their details i.e. ID numbers.
  - e) Business permits or licenses to operate.
  - f) Certificate of good standing from the Institute of Certified Public Accountants Kenya (ICPAK).
  - g) List of at least three (3) clients with registration similar to FOCUS Kenya, not for-profit tax-exempt status organization and Company Limited by guarantee in Kenya.

### Capability:

Provide a brief about the firm. This must include a profile on past work done for organizations operating in Kenya.

Provide a profile of the audit services team likely to be involved in the audit process.

### Methodology:

The firm should state the methodology or approach of conducting the audits. Upon selection, the firm will be expected to provide a letter of engagement which will also highlight the basis of the auditor's work.

### Proposed Audit Fees:

The Audit firm should provide a quote for the provision of audit services as highlighted above.

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.

7. **Invitation not transferable:** This invitation is not transferable to other firms or individuals not so invited.
8. **Alternative Quotations:** Tenderers **are not permitted** to submit alternative quotations for goods/alternative technical solutions for specified parts of the Services..

9. **Currency:** Quotations shall be priced in Kenya Shillings. The Procuring Entity **shall not allow** quotations in foreign currency

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

**Preliminary examination** to determine Tenderer eligibility:

- (a) Certificate of Registration/Incorporation,
- (b) PIN Certificate,
- (c) Tax Compliance Certificate,
- (d) CR12/Identification Details.
- (e) Dully filled form of quotation and Confidential Business Questionnaire

**Technical examination** to determine goods eligibility, compliance with technical specifications and commercial responsiveness. Quotations failing this stage will be rejected and not considered in next stage.

**Financial comparison** of quotations to determine the lowest evaluated quotation.

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

12. **Award of contract:** Award of contract shall be by placement of a 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

13. **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

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

<b>Quotation Addressed to (<i>Procuring Entity</i>)</b>	
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)* \_\_\_\_\_
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 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 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

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Signature:

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**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).*

<b>A Item</b>	<b>B Description of Goods</b>	<b>E Total Price in Kshs</b>
1	Provision of External Audit Services to FOCUS Kenya Accounts	
	<b>TOTAL</b>	

Signature: \_\_\_\_\_

And seal/Stamp

Name: \_\_\_\_\_

Position: \_\_\_\_\_

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

\_\_\_\_\_

Date \_\_\_\_\_

**TENDERER'S ELIGIBILITY-CONFIDENTIAL BUSINESS QUESTIONNAIRE Instruction**

**to Tenderer**

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV*. Tenderer is further reminded that it is an offence to give false information on this Form.

**(a) Tenderer's details**

	<b>ITEM</b>	<b>DESCRIPTION</b>
1	Name of the Procuring Entity	
2	Reference Number of the Tender	
3	Date and Time of Tender Opening	
4	Name of the Tenderer	
5	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address Name and email of contact person.
6	Current Trade License Registration Number and Expiring date	7.
7	Name, country and full address ( <i>postal and physical addresses, email, and telephone number</i> ) of Registering Body/Agency	
8	Description of Nature of Business	
9	Maximum value of business which the Tenderer handles.	

10	State if Tenders Company is listed in stock exchange, give name and full address ( <i>postal and physical addresses, email, and telephone number</i> ) of state which stock exchange	
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**General and Specific Details**

**(b) Sole Proprietor**, provide the following details.

Name in full \_\_\_\_\_ Age \_\_\_\_\_

Nationality \_\_\_\_\_ Country of Origin \_\_\_\_\_

Citizenship \_\_\_\_\_

**(c) Partnership**, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

**(d) Registered Company**, provide the following details.

i) Private or public Company \_\_\_\_\_

ii) State the nominal and issued capital of the Company \_\_\_\_\_

Nominal Kenya Shillings (Equivalent).....

Issued Kenya Shillings (Equivalent).....

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

i) Are there any person/persons in Fellowship Of Christian Unions who has/have an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

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

**ii) Conflict of interest disclosure**

	<b>Type of Conflict</b>	<b>Disclosure YES OR NO</b>	<b>If YES provide details of the relationship with Tenderer</b>
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		

	<b>Type of Conflict</b>	<b>Disclosure YES OR NO</b>	<b>If YES provide details of the relationship with Tenderer</b>
	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

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Title or Designation

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*(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

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*[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 diponed 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 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

\_\_\_\_\_ and having its principal place of business at \_\_\_\_\_

[Insert address of Supplier, contractor or service provider].

(2) WHEREAS the Procuring Entity invited quotations for the Supply of Goods/works/services (select one) described in Table B, i.e. [insert brief description of Goods, works and Services] and has accepted a Quotation by the Tenderer in the sum of \_\_\_\_\_ [insert Contract Price in words and figures] (hereinafter called “the Contract Price”).

(3) NOW THIS AGREEMENT WITNESSED AS FOLLOWS:

1. This Contract Agreement includes the following documents:

- (a) Table A. SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS
- (b) Table B. QUOTATIONSUBMISSION TABLE
- (c) FORM OF QUOTATION
- (d) Conditions of Contract

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

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

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

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

Signed: [insert signature]

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

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

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

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

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

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

## **CONDITIONS OF CONTRACT**

### **1. Language**

The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier/Contractor/Service Provider *(select one)* Provider and the Procuring Entity, shall be written in the English Language.

### **2. Eligibility**

The goods shall have the nationality of an eligible country. All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries.

### **3. Notices**

Any notice given by one party to the other pursuant to the Contract shall be in writing.

### **4. Governing Law**

The Contract shall be governed by and interpreted in accordance with the Laws of Kenya, unless otherwise specified hereunder.

### **5. Settlement of Disputes**

The Procuring Entity and the Supplier/Contractor/Service *(select one)* shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If the parties have failed to resolve their dispute or difference by such mutual consultation, either the Procuring Entity or the Supplier/Contractor/Service *(select one)* may give notice to the other party of its intention to commence arbitration. The dispute shall be referred to adjudication or arbitration in accordance with the laws of Kenya.

### **6. Supplier/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*):

- (i) For Goods, price of goods received upon submission of a claim/invoice supported by the acceptance certificate issued by the Procuring Entity.
- (ii) For Works, upon valuation by the Contractor of the portion of the works completed, such valuation to be accepted by the Procuring Entity, payments up to final completion certificate.
- (iii) For Services, upon valuation by the Service Provider of the services completed, such valuation to be accepted by the Procuring Entity, payments up to final completion certificate

#### **9. Inspections and Tests**

The Supplier/Contractor/Service Provider (*select one*) shall at its own expense and at no cost to the Procuring Entity carry out all such tests and/or inspections of the Goods, works or Services to confirm their conformity to technical specifications.

#### **10. Warranty**

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