



Rural Electrification and Renewable Energy Corporation

Ground Floor,
Kawi House South C
P.O. 34585 – 00100
NAIROBI, KENYA

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**REQUEST FOR QUOTATION FOR REPAIR AND
MAINTENANCE IN MOMBASA ROAD OFFICE.**

RFX NO. 1000000902

FEBRUARY, 2023

REQUEST FOR QUOTATIONS (RFQ)

To: Geokawi Investment Limited P O BOX 51107 -00100, Nairobi
Cemex Construction Ltd P O BOX 15580 – 00100 Nairobi
Syosset Ltd P O BOX 3435 – 30100 Eldoret
Niwai Resources Ltd P O BOX 79250 – 00100 Nairobi
Albran Engineering Services Ltd P O BOX 301 – 50102 Molo
Starlights Precision Ltd P O BOX 625 – 00100 Thika
Simora Group Ltd P O BOX 3344 – 00100 Nairobi
Finton Logistics Limited P O BOX 10983 – 00100 Nairobi
Ancaro Enterprises P O BOX 58249 – 00100 Nairobi
Masimba Sons Enterprises Ltd P.O. Box 3 - 40202 KEROKA
Renima Engineering Ltd P.O. Box 265 - 20106 MOLO
Mopawa Investment Limited P O BOX 1513 – 00100 Thika

From: Rural Electrification & Renewable Energy Corporation
Ground Floor, Kawi House South C
P O BOX 34585 – 00100
NAIROBI, KENYA

RFX 1000000902

1. The **Rural Electrification & Renewable Energy Corporation** invites you to submit quotations for works at Mweiga Officeas indicated in the 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** between **8:00am to 5:00pm** at the address given above.
2. Quotations shall be submitted in accordance with the instruction. The quotations are to be saved as PDF documents marked with the Tender Number and Description and submitted through the REREC E-Procurement Web Portal found on the REREC website (www.rea.co.ke) so as to be received on or before the dates in the schedule below.
3. Enquiries regarding this quotation may be addressed to the procurement office via tenders@rerec.co.ke email.
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.

Rural Electrification & Renewable Energy Corporation
Ground Floor,
Kawi House South C
P.O. 34585 – 00100
NAIROBI, KENYA

Yours sincerely,

Designation: **Chief Executive Officer**

Signature:

31st January, 2023

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 **Ninety (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:** The quotations are to be saved as PDF documents marked with the Tender Number and Description and submitted through the REREC E-Procurement Web Portal found on the REREC website (www.rea.co.ke) so as to be received on or before the dates in the schedule above.
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.

The quotations are to be saved as PDF documents marked with the Tender Number and Description and submitted through the REREC E-Procurement Web Portal found on the REREC website (www.rea.co.ke) so as to be received on or before the dates in the schedule above

Date of Submission: 10Th February, 2023

Time of Submission: 10:00 am (Kenya time).

6. **Opening of Quotations:** Quotations will be opened immediately after the closing date and time specified in item 5 (4) above, by at least three appointed officials of the Procuring Entity.
7. **Tenderer Eligibility:** Tenderer must submit Documentary evidence to show His/her eligibility to be awarded a contract to cover each of the following among others:

Submission of bidder's site survey forms dully signed before date of submission (site survey form annexed to this RFQ), Certificate of Incorporation of Business, Copy of E-PIN Certificate with VAT and Income Tax Obligations., Submission of company Valid Tax Compliance Certificate, , Valid NCA 7 and above for building works and its practicing licenses , Submission of a (CR12/CR13) form from Registrar of Companies, not more than Three (3) months old from tender closing dates and certified by a Commissioned by Commissioner of Oaths or a Magistrate of the Kenyan Judiciary, Copy of Business Permit in the County of

Operation, A written Power of Attorney, commissioned by commissioner of oaths, or a Magistrate of the Kenyan Judiciary signed and stamped by company directors including the specimen signature of the Authorized person documents of the bidder, AGPO Certificate with Director's IDS, Details of experience and past performance on similar works within the past three years and details of current work on hand and other contractual commitments. The tenderer to attach at least three (3) major clients where similar works have been done (Provide copies of contract/PO or recommendation letters from clients whose work have been completed/ Ongoing) and 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:
 - (a) Bidder documents/Attachments have been submitted in the Collaboration folder of the SAP SRM System. Bidders shall not attach their documents at any other Tab of the Portal. Attachments placed elsewhere in the portal shall be declared non-responsive and the attachments shall not be evaluated
 - (b) Confirmation that the bidder's prices appear during tender opening. The entered prices in the Items Tab of the SRM Portal must be same as the prices in the Tender form/price schedules and the same prices are read out during opening.
 - (c) Submission of bidder's site survey forms dully signed before date of submission (site survey form annexed to this RFQ).
 - (d) Submission of Certificate of Incorporation of the Business, Copy of E-PIN Certificate with VAT and Income Tax Obligations., Submission of company Valid Tax Compliance Certificate.
 - (e) Submission of Valid NCA 7 and above for building works and current practicing licenses.

- (f) Submission of a (CR12/CR13) form from Registrar of Companies, not more than Three (3) months old from tender closing dates and certified by a Commissioner of Oaths or a Magistrate of the Kenyan Judiciary.
 - (g) Copy of Business Permit in the County of Operation.
 - (h) A written Power of Attorney, commissioned by commissioner of oaths, or a Magistrate of the Kenyan Judiciary signed and stamped by company directors including the specimen signature of the person Authorized to sign documents of the bidder.
 - (i) Submission of AGPO Certificate with Director's IDs.
 - (j) Verification of submission of Professional Qualification Technician with Trade Test in Carpentry and Plumbing.
 - (k) Submission of Detailed Mobilization Plan & Detailed Construction Schedule. This should be clear and demonstrate/indicate for each activity for a period not exceeding 6 weeks.
 - (l) 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.
 - (m) 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.
 - (n) Confirmation that the contractor has no REREC pending works beyond the project implementation period provided in the contract. This is a mandatory fulfillment and a bidder who fails on this parameter shall be deemed non responsive.
 - (o) Financial comparison of quotations to determine the lowest evaluated quotation.
 - (p) The Tenderer shall chronologically serialize all pages of the tender document submitted.
14. **Lowest Evaluated Quotation:** The lowest evaluated quotation shall be recommended for award of contract.
15. **Award of contract:** Award of contract shall be by placement of a Letter of Acceptance or Local Purchase Order in accordance with Part 3: Contract. The currency of award and payment shall be currency in which the quotation was submitted. Unsuccessful tenderers who responded will be notified of the accepted quotation, indicating the name and the amount of the accepted quotation
16. **Right to Reject:** The Procuring Entity reserves the right to accept or reject any quotation or to cancel the quotation process and reject all quotations at any time prior to contract award.

QUOTATION AND QUALIFICATION DOCUMENTS

INSTRUCTIONS TO TENDERER.

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

- (i) SCHEDULE OF REQUIREMENTS TABLE
- (ii) FORM FOR DISCLOSURE OF INTEREST
- (iii) CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION
- (iv) SELF-DECLARATION FORM

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 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, copy available from the **PPRA 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.

Quotation Authorized by:

Name and designation _____

Signature _____

i) **SCHEDULE OF REQUIREMENTS TABLE**

(Procuring Entity will complete the list of items to be same as those on Part 2 Table A. Schedule of Requirements and Technical Specifications and tenderer should complete columns D). **PART A**

MOMBASA ROAD PARTIAL RENOVATION WORKS BILLS OF QUANTITIES					
ITEM	DESCRIPTION	UNITS	QUANTITY	RATE	AMM
	<u>WINDOW</u>				
A	Carefully demolish and remove existing 2700 x 1500mm aluminium window glazed with glass complete with and including 30mm steel round bars burglar proofing fixed all round to plastered and painted masonry walling and cart away debris.	NO.	1		
B	Heavy duty powder coated 2700 x 1500mm aluminium windows including top rails, bottom rails, head jamb, side jamb, crescent lock, stile, sill, frames, ironmongery and 8mm thick clear sheet glass.	SM	4		
C	Pelmet boxes in wrot cypress	NO.	2		
1	End stops	NO	2		
2	150 x 25mm pelmet top	LM	3		
3	100 x 25mm fascia	LM	3		
D	Fabric Window blinds including supply and fix.	SM	4		
	<u>ALLUMINIUM DOOR</u>				
A	Heavy duty 1800 x 2100mm powder coated aluminium door complete with bolts and nuts including frames ironmongery, and 8mm thick clear sheet glass.	SM	1		
B	Approved ironmongery including door locks.				
1	3 Level door lock with zinc finish handle	NO.	1		

2	75mm alluminium butt hinges per pair.	PRS	3		
3	Wall mounted door stop.	NO.	1		
4	Stainless steel satin concealed fix 150 x 19mm door handle.	NO.	1		
5	150 X 75mm Brass door signage.	NO.	1		
	<u>CORNICE REPAIR</u>				
A	25 x 75mm wrot cypress covetto cornice plugged repair.	LM	24		
A	<u>HIGH LEVEL CABINETS REMOVAL</u>				
1	Carefully remove existing 600 x 900mm high level filling cabinets comprising of fixed to wall MDF block board shelves and divisions and cart away to re - use.	LM	19		
	<u>LOW LEVEL CABINETS REMOVAL</u>				
	Carefully remove existing 600 x 900mm low level filling cabinets comprising of fixed to wall MDF block board shelves and divisions and cart away to re - use.	LM	19		
	<u>PAINT WORK</u>				
A	Prepare and apply first grade plastic emulsion paint to plastered walls and ceilings (3 coats) vinyl matt.	SM	93		
	<u>TEST GRILL DOOR REPAIR</u>				
A	2000 x 1500mm hot rolled frames of steel 50 x 50 x 6mm sections and 25 x 25 x 3mm inner mild steel sections to approved pattern grill door complete with rollers and lock sections.	SM	3		

	Prepare and apply primer coat to metal surfaces	SM	3		
1					
	Prepare and apply two heat resistance up to 200° C finishing coats to metal surfaces.	SM	3		
	<u>PROVISIONAL SUMS</u>				
	Allow a provisional sum of 10,000 kshs for any electrical works involved.	SUM	1		
	SUB TOTAL				
	ADD 16% V.A.T				
	SUB TOTAL A				
	ADD 10% CONTIGENCIES				
	TOTAL CARRIED TO SUMMARY				

PART B

MAINTENANCE OF MOMBASA ROAD KITCHEN AND WASHROOMS					
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1	<u>KICHEN REPAIRES</u>				
A	FLOOR				
	Carefully hack out and clear away existing slab and make good disturbed surfaces.	Sm	20		
	Insitu cement and sand (1:3) screeded beds with steel trowelled finish on concrete to receive ceramic floor tiles 50mm screed finished to receive floor tiles	Sm	20		
	ceramic tiles 400 x400 mm laid on screed bed jointed and pointed with cement mortar to match existing tiles to kitchen floor	Sm	20		
B	PAINTING				

	Scrap brush and water wash thoroughly the existing walls and ceiling surfaces to make it free from foreign matter, apply one coat of interior primer and two coats of interior premium plastic emulsion paint.	Sm	105		
C	CABINETS, DRAWERS AND SHELVES				
	Replace and install 8No kichen wall cabinet carcass doors produced with 16mm white particle board complete with all ironmongery.	Lm	6		
	Replace and install 5No kitchen drawers(200x320)mm	No.	5		
	Replace kitchen worktop and replace it with formica life-seal work top	Sm	1.25		
	SUB TOTAL A				
2	TOILETS				
A	Carefully remove and replace four damaged squat toilets and there high level cisterns	No	4		
B	Replace damaged cisterns and make good their the flushing systems.	No	28		
C	Replace damaged low level toilets with complete COPIA celamic toilets	No	8		
D	Replace damaged taps with COPIA CHROME kitchen taps as indicated.	No	30		
	SUB TOTAL B				
3	DOORS				
A	Replace three timber flush doors with mahogany panel flush doors complete with all the necessary ironmongery	No	3		
B	Supply and install one door lock union mortice two lever silver.	No	1		

	SUB TOTAL C				
	Add 16% VAT				
	Add 5% contingencies				
	TOTAL CARRIED TO SUMMARY				

SUMMARY

S/No.		Amount (Kshs)
1	Total from part A.	
2	Total from part B.	
	GRAND TOTAL	

Signature: _____

Seal/Stamp

Name: _____

Position: _____

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

Date: _____

NB.

- i. Bidders shall dully fill the price schedule form.
- ii. Filled BQ is subject to site visit on official working days and its Mandatory requirement
- iii. The award of the contract shall be the lowest evaluated bidder.

I. FORM FOR DISCLOSURE OF INTEREST - Interest of the Firm in the

Procuring Entity.

- i) Are there any person/persons in Rural Electrification & Renewable Energy Corporation who has/have an interest or relationship in this firm?
Yes/No.....

If yes, provide details as follows.

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

ii) **Conflict of interest disclosure**

	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		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
	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)

II. 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]

III. 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 be true to the best of our knowledge, information and belief.

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*]

TECHNICAL SPECIFICATIONS

The Rural Electrification and Renewable Energy Corporation (REREC), is a state corporation established under Section 43 of the Energy Act, 2019. The Corporation main mandate is to promote renewable energy and accelerate rural electrification throughout the country in order to provide electricity to all Kenyans as well as contribute towards sustainable socio-economic development of the country in the attainment of Vision 2030 and Big 4 agenda. The specific functions of the Corporation are articulated in Section 43 of the Act. In order to achieve the Corporation mandate the corporate has to develop conducive working environment. REREC is therefore seeking to undertake repair and maintenance works for kitchen and washroom (Ablution blocks) at KAWI Headquarters' as stipulated in scope of works above;

A Item No	B Description of Goods/works/services	C Quantity	D Total Price in Ksh VAT inclusive
1	Repair, Maintenance of Kitchen, washrooms and windows at Mombasa road office.	1	
TOTAL			

Signature: _____

Seal/Stamp: _____

Name: _____

Position: _____

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

Date _____

NB.

- iv. Bidders shall dully fill the price schedule form.
- v. Filled BQ is subject to site visit and its Mandatory requirement
- vi. The award of the contract shall be the lowest evaluated bidder.

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 _____

_____ and
[*Insert address of Procuring Entity*]

_____ 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.

_____ 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. The credit period shall be thirty (30) days from satisfactory delivery, inspection and acceptance of the items and submission of invoice together with other required and related documents.*
- ii. Payment shall primarily be through REREC's cheque or Real Time Gross Settlement (RTGS) or telegraphic transfer. Where applicable, a copy of a valid Performance Security, stamped, certified as authentic by REREC, shall form part of the documents to be presented to REREC before any payment is made. The terms shall be strictly on Delivered and Duty Paid (DDP) basis.*
- iii. Suppliers who request LC shall be issued with letter of credit subject to the requirements*

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.

ANNEX 1: SITE SURVEY FORM



ADMINISTRATION DEPARTMENT

REF NO:

DATE:

RE: SITE SURVEY FORM

This is to confirm that (Name of Representative) of (Company Name)

P.O. BOX did a site survey for the REPAIR AND MAINTENANCE WORK RFX 1000000902 at MOMBASA ROAD OFFICE.

Name of Representative:

Name of Site visited

Company Name:-.....

Company Seal/Stamp

REREC REPRESENTATIVE

Name:

Sign.....

Company Stamp

Site visit should be done from 2nd February, 2023 to 8th February, 2023