KIRINYAGA COUNTY WATER & SANITATION PLC
P.O BOX 360-10300, KERUGOYA
Official Tel: 0746555368
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QUOTATION DOCUMENT

FOR

CONDUCTING CONSUMER METER ASSESSMENT AND MAPPING/CUSTOMER IDENTIFICATION SURVEY

QUOTATIONS No: KCWS/K-WASH/CI/RFQ1/2026

FY 2026-2027

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REQUEST FOR QUOTATIONS (RFQ)

To:

……

……

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……

From: Kirinyaga County Water and Sanitation PLC

CONDUCTING CONSUMER METER ASSESSMENT AND MAPPING/ CUSTOMER IDENTIFICATION SURVEY.

Quotation Reference Number: KCWS/K-WASH/CI/RFQ1/2026

The **Kirinyaga County Water & Sanitation PLC** invites you to submit quotations for **conducting consumer meter assessment and mapping/ customer identification survey** 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 from 8a.m to 1p.m and 2p.m – 5p.m from Monday to Friday excluding public holidays at the address given below.

1. Quotations shall be submitted in accordance with the instruction in Part1: Quotation Procedures and in 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 ***28th October, 2026 12:00 Noon*** Quotations can be delivered by registered mail, courier or hand delivery at the tenderer's option. Late quotations shall be rejected.

2. Enquiries regarding this quotation may be addressed to **The Managing Director, Kirinyaga County Water & Sanitation PLC P.O Box 360-10300 KERUGOYA.**

3. Any resulting contract shall be subject to the terms and conditions detailed in Part 3: Contract.

4. Please inform by email or express mail the undersigned immediately of receipt of this RFQ if you will not be submitting a quotation

Address for Submission of Quotations.

Completed RFQ documents are to be enclosed in plain sealed envelopes marked with RFQ reference number and be deposited in the Tender Box at the **Customer Care Office** of **Kirinyaga County Water & Sanitation PLC,** Administrative offices are located at Kerugoya water offices which is about 1km from Kerugoya Town near Kerugoya Stadium**,** or to be addressed to **The Managing Director, Kirinyaga County Water & Sanitation PLC**, **P.O Box 360-10300 Kerugoya, Kirinyaga County Water & Sanitation PLC**

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 the inaccurate 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 **14** 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-item4below. Late quotations will be rejected.

   Address for Submission of Quotations.

Completed RFQ documents are to be enclosed in plain sealed envelopes marked with RFQ reference number and be deposited in the Tender Box at the **Customer Care Office** of **Kirinyaga County Water & Sanitation PLC,** Administrative offices are located at Kerugoya water offices which is about 1km from Kerugoya Town near Kerugoya Stadium**,** or to be addressed to **The Managing Director, Kirinyaga County Water & Sanitation PLC**, **P.O Box 360-10300 Kerugoya, Kirinyaga County Water & Sanitation PLC**

So as to be received on or before ***28th October, 2026 12:00 Noon***.

6. **Opening of Quotations**: Quotations will be opened immediately after the closing date and time specified in item 5 (4) above, by at least three appointed officials of the Procuring Entity.

7. **Tenderer Eligibility:** Tenderer must submit Documentary evidence to show His/her Eligibility to be awarded a contract to cover each of the following: -

i. Valid trading license

ii. Certificate of registration

iii. Valid tax compliance certificate for the previous Financial Year

iv. AGPO Certificate. Where applicable.

v. 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 works or services

10. **Technical Specifications:** Documentary evidence to show that the goods meet the technical specifications.

11. **Alternative Quotations:** Tenderers **are permitted** *(select one)* 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. **All prices inclusive of VAT**

The Procuring Entity shall allow/not allow quotations in foreign currency (*procuring Entity to select one)*

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

i) Preliminary examination to determine Tenderer eligibility:

EVALUATION CRITERIA

A. STAGE ONE: MANDATORY REQUIREMENTS

MR	REQUIREMENTS	YES/NO
MR 1	The bidder MUST provide a certified copy of the Certificate of Incorporation/Registration in Kenya issued by the Registrar of Companies, showing at least three (3) years of existence at the tender closing date.	
MR 2	MUST provide a certified copy of a valid Tax Compliance Certificate issued by the Kenya Revenue Authority (KRA), valid on the tender closing date.	
MR 3	MUST submit a duly completed, signed and stamped technical proposal submission form.	

MR	REQUIREMENTS	YES/NO
MR 4	MUST provide a certified copy of CR12 showing company directors, issued within the preceding twelve (12) months.	
MR 5	MUST submit a certified copy of the current valid business permit for the tender closing year.	
MR 6	MUST submit a written power of attorney authorizing the signatory to commit the bidder, witnessed by a Commissioner of Oaths.	
MR 7	MUST sequentially paginate/serialize the entire tender submission, including all attachments, from the first page to the last page in the format 1, 2, 3, 4……	
MR 8	MUST submit a detailed Work Plan	

N/B: ALL THE ABOVE REQUIREMENTS MUST BE MET TO QUALIFY FOR THE SECOND STAGE.

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

STAGE TWO: TECHNICAL EVALUATION CRITERIA

S/NO.	EVALUATION CRITERIA	EVALUATION ATTRIBUTE	MAXIMUM SCORE
T.S.1	Previous Assignments	FIRM EXPERIENCE — 20 MARKS • Demonstrate completed similar assignments involving surveys, mapping in water utilities, private or public institutions or comparable organizations within the last five (5) years. • Award 5 marks per qualifying completed assignment, up to four (4) assignments: 4 × 5 = 20 marks. Count each assignment once. • Attach certified copies of contracts, LSOs or award letters establishing scope/value, together with completion/acceptance certificates or client confirmation letters and client contact details.	20 marks
T.S.2	KEY PERSONNEL	ATTACH SIGNED CVS, ACADEMIC/PROFESSIONAL CERTIFICATES, SUBMIT ONE CV PER POSITION	
PROJECT MANAGER / TEAM LEADER		PROJECT MANAGER / TEAM LEADER — 20 MARKS • Bachelor's degree in Social sciences, Business Administration or a related field. (15 marks) • At least (2) years of relevant survey experience. (5 marks)	20 marks
FINANCE, PROCUREMENT AND HR/PAYROLL		FINANCE, PROCUREMENT AND HR/PAYROLL — 20 MARKS • Bachelor's degree in Accounting, Finance, Business Information Systems, Business Administration, Social Sciences or a related field. (15 marks) • At least (2) years of experience in surveys and analysis (5 marks)	20 marks

S/NO.	EVALUATION CRITERIA	EVALUATION ATTRIBUTE	MAXIMUM SCORE
DATA COLLECTION SPECIALISTS (2 Staff)		DATA COLLECTION SPECIALISTS (Two Staff, 10 marks for each staff) — 20 MARKS • Bachelor's degree in economics, business studies, Human Resources, Social Sciences, Information Technology, Computer Science, Information Systems or a related field. (7marks) • At least (2) years of data collection experience. (3 marks)	20 marks
T.S.3	Methodology and Approach	• Provide a clear and practical methodology covering preparation and planning, field data collection, GPS/location capture, meter identification and verification, data validation, quality control, handling of inaccessible or unidentified meters, data management, mapping, analysis, and submission of the final database/maps. Demonstrate appropriate use of mobile data collection tools and GIS/mapping technology.(7 marks)	7 marks
T.S.4	Understanding of Assignment	• Demonstrate a clear understanding of the meter mapping assignment, including identification and verification of meters, customer details, meter locations, GPS coordinates, meter numbers, meter status, connectivity, and other relevant field information. Demonstrate understanding of the Client's objectives and expected outputs.(6 marks)	6 marks
T.S.5	Work Plan	• Provides a detailed and realistic work plan showing the activities, timelines, personnel, field deployment, data collection, quality assurance, data cleaning and validation, mapping, reporting, and final submission. The work plan should demonstrate an efficient sequence of activities and ability to complete the assignment within the required timeframe.(7 marks)	7 marks
	TOTAL MARKS		**100 marks**

N/B: THE PASS MARK IS 80%. BIDDERS WHO SCORE LESS THAN 80 MARKS OUT OF 100 SHALL BE DISQUALIFIED FROM PROCEEDING TO FINANCIAL EVALUATION.

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) SCHEDULE OF REQUIREMENTSTABLE

(ii) FORM FOR DISCLOSURE OF INTEREST

(iii) CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION

(iv) SELF-DECLARATION

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

QuotationAddressedto(*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)

   OR in Foreign Currency (*if allowed)*, Currency___amount_____(in words)

3. We confirm that we are eligible to participate in public procurement and meet the eligibility criteria specified in Part1: 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 inconformity 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 sub-contractor.

9. We, along with any of our sub-contractors, 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. Where by certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

11. We hereby certify and confirm that the Quotation is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the "Certificate of Independent Quotation Determination" attached below.

12. We, the Tenderer, have completed fully and signed the **FORM FOR DISCLOSURE OF INTEREST**-interest of the firm in the Procuring Entity, attached below.

The Delivery/Completion period offered is:_____days from date of acceptance of Quotation. The warranty period offered is____weeks.

Quotation Authorized by:

Name and designation_____

Signature: _____

i) SCHEDULE OF REQUIREMENTS TABLE.

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

CONSUMER METER ASSESSMENT AND MAPPING/CUSTOMER IDENTIFICATION SURVEY

Customer identification surveys typically involve door-to-door verification, meter condition assessment, GPS capture, and GIS database development.

Expected Deliverables

1. Verified customer database.
2. Meter inventory and condition assessment report.
3. Identification of illegal, inactive and dormant connections.
4. GPS coordinates for all customer meters.
5. GIS map of customer connections and water network.
6. Integration-ready database for billing/ERP systems.
7. Final report with recommendations for NRW reduction and revenue improvement.

Key Assumptions

- 45000 customer connections.
- GPS coordinates and photographs captured for each meter.
- GIS database developed using QGIS/ArcGIS.
- Includes customer verification, meter assessment, and mapping of service connections. Survey budgets commonly include enumerators, transport, devices, supervision, training, data cleaning, and reporting costs.

CUSTOMER IDENTIFICATION SURVEY, METER ASSESSMENT, GIS MAPPING BUDGET

NO.	ITEM	UNIT	QTY	RATE (KES) VAT INCL	AMOUNT (KES)
1.	GIS Specialist	Month	1		
2.	Survey Supervisors	3	20 Days		
3.	Enumerators	15	20 Days		
4.	Data Management & Cleaning	Lump Sum	1		
5.	GIS Mapping & Database Development	Lump Sum	1		
6.	Final Reporting & Presentation	Lump Sum	1		
7.	Public Awareness & Customer Sensitization	Lump Sum	1		
				SUB TOTAL	

Deliverables

- Verified customer database.
- GPS coordinates for all customer connections.
- Meter condition assessment report.
- Updated GIS customer and network maps.
- Revenue enhancement and NRW reduction recommendations.
- Final survey and mapping report.

Procedures

1. Preparation and Planning

Objectives

The survey aims to:

- Verify all registered customers.
- Identify unregistered and illegal connections.

- Assess meter status and functionality.
- Update customer information.
- Capture GPS coordinates for mapping.
- Improve billing accuracy and revenue collection.

Preparatory Activities

- Review existing customer database.
- Prepare survey forms (digital or paper-based).
- Recruit and train enumerators.
- Inform customers about the survey through notices, SMS, radio announcements, and public meetings.
- Prepare survey equipment such as tablets, GPS-enabled phones, cameras, and identification badges.

2. Customer Identification Survey

Step 1: Customer Visit

Survey teams visit each property connected to the water system.

Step 2: Customer Verification

Collect and verify:

- Customer name
- National ID/Passport Number
- Phone number
- Physical address
- Plot number
- Account number
- Landlord or tenant status
- Type of customer (Domestic, Commercial, Institutional, Industrial)

Step 3: Property Verification

Record:

- Property ownership status
- Number of households served

- Water usage category
- Occupancy status

Step 4: GPS Coordinate Capture

Using a GPS-enabled device:

- Capture location coordinates of each connection.
- Record latitude and longitude.
- Take photographs of the property and meter.

3. Meter Assessment

Meter Inspection

Inspect each meter and record:

Parameter	Details
Meter Number	Verify serial number
Meter Size	15mm, 20mm, 25mm etc.
Meter Type	Mechanical or Digital
Current Reading	Capture reading
Meter Condition	Good, Faulty, Stuck, Missing
Installation Position	Accessible or inaccessible
Leakage Status	Yes/No
Tampering Signs	Yes/No

Meter Functionality Test

Check:

- Whether the meter rotates during water use.
- Presence of leaks before and after the meter.
- Physical damage.
- Evidence of bypass connections.

Meter Classification

- Functional
- Faulty

- Stopped
- Missing
- Buried/Inaccessible
- Requires Replacement

4. Connection Assessment

Verify Service Connection

Assess:

- Pipe size.
- Service line condition.
- Connection legality.
- Distance from main pipeline.

Illegal Connection Identification

Look for:

- Bypass connections.
- Direct connections without meters.
- Unauthorized reconnections.
- Meter tampering.

Record evidence through photographs and GPS coordinates.

5. Data Collection and Quality Control

Daily Data Review

Supervisors:

- Review completed forms daily.
- Verify GPS points.
- Check photographs.
- Correct errors before submission.

Spot Checks

Supervisors revisit at least 10% of surveyed customers to confirm data accuracy.

6. GIS Mapping

Mapping Activities

- Upload GPS coordinates into GIS software.
- Link customer information to spatial data.
- Produce maps showing:
    - Customer locations.
    - Meter locations.
    - Water mains.
    - Illegal connections.
    - Non-revenue water hotspots.

GIS Database Creation

Develop a database containing:

- Customer details.
- Meter details.
- GPS coordinates.
- Photographs.
- Survey findings.

7. Data Analysis

Analyze:

- Active customers.
- Inactive accounts.
- Illegal connections.
- Faulty meters.
- Missing meters.
- Estimated revenue losses.
- Areas requiring meter replacement.

Key Performance Indicators (KPIs)

Indicator	Measure
Customers Surveyed	Number

GPS Points Captured	Number
Faulty Meters Identified	Number
Illegal Connections Identified	Number
New Customers Identified	Number
Potential Revenue Increase	KES
Meter Replacement Requirement	Number

8. Reporting

Preliminary Report

Include:

- Survey progress.
- Challenges encountered.
- Initial findings.

Final Report

Include:

- Customer database update.
- Meter assessment results.
- GIS maps.
- Illegal connection report.
- Revenue improvement opportunities.
- Recommendations for meter replacement and NRW reduction.

Expected Outputs

1. Verified customer register.
2. Updated billing database.
3. GIS-based customer map.
4. Meter inventory database.
5. Illegal connection register.
6. Revenue enhancement action plan.
7. Final survey and mapping report.

Premium .....

Excess / Remarks .....

Signature:

_____

And seal/Stamp

Name:_____

Position:

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

_____ _____

Date

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

i) Are there any person/persons in ……. …… (*Name of Procuring Entity)* who has/have an interest or relationship in this firm? Yes/No……

If yes, provide details as follows.

	Names of Person	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 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 specifiedin this Quotation Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Quotation document or specifications of the Contract, and/or the Quotation evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the 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.		

i) Certification

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

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. IunderstandthattheTendererwillbedisqualifiedifthisCertificateisfoundnottobetrueandcompletei nevery 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) Couldpotentiallysubmitaquotationinresponsetothisrequestforquotationsbasedontheirqualifications, 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 formula as used to calculate prices;

   c) The intention or decision to submit, or not to submit, a quotation; or

   d) Thesubmissionofaquotationwhichdoesnotmeetthespecificationsoftherequestforquotations; 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-DECLARATIONFORM

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 sub-contractors, 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'sPublicProcurementandAssetDisposalAct,2015*)* and its attendant Regulations;

   iii) Kenya'sAnti-CorruptionandEconomicCrimesAct,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 note 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 deposed 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]*

NameofthepersondulyauthorizedtosignthequotationonbehalfoftheTenderer... *[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]*

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 service provider]*.

(1) 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 (*herein after called "the Contract Price").

(2) NOWTHISAGREEMENTWITNESSEDASFOLLOWS:

1. This Contract Agreement includes the following documents:

   a) Table A. SCHEDULEOFREQUIREMENTSANDTECHNICALSPECIFICATIONS.

   b) Table B. QUOTATION SUBMISSIONTABLE.

   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 herein after 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 there in, 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.

(3) InWITNESSwhereofthepartiesheretohavecausedthisAgreementtobeexecutedinaccordance withthelaws 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

Thegoodsshallhavethenationalityofaneligiblecountry.AllGoodsandRelatedServicestobes uppliedunder the Contract shall have the 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 themostrecentor current models, and that they in corporate all recent improvements in design and materials, unless provided otherwise in the contract.

The company is not bound to accept the lowest or any other officer.

NB: - *The supplier should come and confirm the right specifications of the items required and any other additional item.*

Supplier's Signature …… Rubber Stamp ……

FOR OFFICIAL USE ONLY

Opened by:

1. ……Designation……Signature……
2. ……Designation……Signature……
3. ……Designation……Signature……
4. ……Designation……Signature……