

KENYA VISION 2030 DELIVERY SECRETARIAT

P.O. BOX 52301-00200

info@vision2030.go.ke

REQUEST FOR QUOTATION NO. VDS/11/2021-2022

PROVISION OF OFFICE RELOCATION SERVICES

ISSUE DATE: 2nd AUGUST 2021

CLOSING DATE: 10^{TH} AUGUST 2021 AT 11.00 A.M.

SITE VISIT DATE: 6TH AUGUST 2021 AT 11.00 A.M.

REQUEST FOR QUOTATIONS (RFQ)

To:

- 1. VDS invites you to submit quotations for office relocation 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. Tenderers may obtain further information during office hours; **0800hrs to 1700hrs** at the address given below.
- Quotations shall be submitted in accordance with the instruction in Part 1: Quotation Procedures and in a sealed envelope clearly indicating name and address of tenderer, the quotation name and title and must reach the Procuring Entity at the address indicated below not later than 10th August 2021. Quotations can be delivered by registered mail, courier or hand delivery at the tenderer's option. Late quotations shall be rejected.
- *3.* Enquiries regarding this quotation may be addressed to the Director General at Kenya Vision 2030 Delivery Secretariat, KUSCCO Centre, 2nd Floor.
- 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.

- 1) Name of Procuring Entity: Kenya Vision 2030 Delivery Secretariat
- 2) Mailing Address: P.O Box 52301-00200, Nairobi, <u>info@vision2030.go.ke</u>
- 3) Physical address: 2nd Floor, KUSCCO Centre, Kilimanjaro Avenue, Upperhill

Yours sincerely,

[Signature, Designation and Position of Authorised Official]

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 <u>term Tenderer</u> shall mean the firm or person invited to submit a quotation. The <u>term Quotation</u> herein shall mean the quotation submitted as usually understood in public procurement.
- 2. Validity of Quotations: The quotation will be held valid for <u>126 days</u> from the date of submission.
- 3. **The Quotation shall consist of** completed Tables A, B and C and the Form of Quotation all indicated in Part 2 of this Request for Quotations, and documents to evidence Eligibility and Conformity to Technical Specifications.
- 4. **Sealing and Marking of Quotations**: Quotations in one "one original" should be sealed in a single envelope, clearly marked with the **Quotation Reference Number** in the RFQ, the Tenderer's name and the name of the Procuring Entity. Envelopes should be sealed in such a manner that opening and resealing cannot be achieved undetected.
- 5. **Submission of Quotations:** Quotations, and any alternatives if allowed as per Item 11 below, should be submitted to the address below, on or before the date and time indicated in sub-item 4 below. Late quotations will be rejected.

Address for Submission of Quotations.

- 1) Name of Procuring Entity: Kenya Vision 2030 Delivery Secretariat
- 2) Mailing Address: P.O Box 52301-00200, Nairobi
- Physical address for hand or Courier Delivery to an office or Quotation Box (City, Street Name, Building, Floor Number and Room)
 2nd Floor, KUSCCO Centre, Kilimanjaro Avenue, Upperhill
- 4) Date of Submission (deadline): 10th August 2021

Time of Submission (deadline): 1100hrs (*Kenyan time*)

Site viewing date: 6th August 2021 at 11.00 a.m.

- 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, and (iii) valid tax compliance certificate for the previous Financial Year. 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 **not permitted** to submit alternative quotations for goods. 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.

- **Evaluation of Quotations**: The evaluation of quotations will be conducted using the procedure set out below: 13.
 - Preliminary examination to determine Tenderer eligibility: i)

Bidders must submit the following;

- Copy of current/valid trading license issued by the County Government in which the business is domiciled.
- Copy of certificate of incorporation/registration,
- Copy of tax compliance certificate •
- Current copy of CR 12 for limited companies and copies of ID cards for sole proprietors and partnerships.
- Valid goods on transit insurance cover of a minimum kshs. 1,000,000.00
- Duly filled, signed and stamped site viewing form •
- Duly filled, signed and stamped form of quotation
- Duly filled, signed and stamped schedule of requirements table •
- Duly filled, signed and stamped form for disclosure of interest
- Duly filled, signed and stamped certificate of independent quotation determination •
- Duly filled, signed and stamped self-declaration form
- Technical examination to determine goods eligibility, compliance with technical specifications ii) and commercial responsiveness. Quotations failing this stage will be rejected and not considered in next stage. The pass mark shall be 80%

This Technical Specifications are to be filled and signed by the applicants for all requirements alongside other requested documents. Bidders are required indicate "YES" or "To Comply" against each services specified thus indicating their commitment to meet the service requirement on award

The scope of the service shall include the following:

No.	Requirement (Mandatory)	Bidders Response
1.	Undertake to relocate all the listed items from KUSCCO	
	Centre, 2nd Floor to, 7th & 8th floor of Britam Centre, along	
	Mara/Ragati Rd Junction.	
2.	Undertake to provide appropriate packaging for all fragile and	
	accountable stores items during the relocation exercise and	
	ensure their Safety.	
3.	Undertake to replace any damaged item(s) during the relocation	
	process within Seven (7) days from date of notification by	
	VDS.	
4.	The relocation period shall be within a period of Two (2) days	
	upon issuance of the Local Purchase Order (LPO). The	
	relocation dates will be communicated to the service provider	
	and it's preferably on a weekend (Saturday & Sunday).	

The pass mark shall be 80%

No.	Scope	Marks
1	Experience (attach contract of 4 clients of similar work done	20
	in the last 5 years)	
2	Must have been in existence for the last 5 years providing similar services. Attach 5 recommendations letters from reputable clients	20
3	Provide a methodology and plan on how the relocation will	10
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	be undertaken within the stipulated time.	
4	Provide at least four (4) key personnel with experience in office relocation (attach copies of CVs)	20
5	Evidence of moving equipment and status of ownership e.g., loaders, packaging materials, vehicles	20
6	Financial statements for the two years (2019 & 2020) (5 marks each)	10

- 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 <u>lowest evaluated</u> 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

<u>Instructions</u> to <u>Tenderer</u>. 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
- (v) FOREIGN TENDERER 40% RULE(where provided)

FORM OF QUOTATION [To be completed by Tenderer]

Quotation Addressed to (<i>Procuring Entity</i>)	
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 Part 1: INSTRUCTIONS TO TENDERERS.
- 4. We also confirm that the <u>(goods to be supplied/works to be constructed/services</u> 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 *(specify website)* during the procurement process and the execution of any resulting contract.
- 6. We confirm that the prices quoted are fixed and firm for the duration of the validity period and performance of the contract and will not be subject to revision or variation.
- 7. The validity period of our quotation is: ______days from the time and date of the submission deadline (*number to be same as in the instructions to Tenderers*).

- 8. We confirm we are not submitting any other Quotation as an individual or firm, and we are not participating in any other Quotation as a Joint Venture member or as a subcontractor.
- 9. We, along with any of our subcontractors, suppliers, Engineer, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to a temporary suspension or a debarment imposed by the Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.
- 10. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
- 11. We hereby certify and confirm that the Quotation is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the "Certificate of Independent Quotation Determination" attached below.
- 12. We, the Tenderer, have completed fully and signed the **FORM FOR DISCLOSURE OF INTEREST**- interest of the firm in the Procuring Entity, attached below.

The Delivery/Completion period offered is:______ days from date of acceptance of Quotation. The warranty period offered is______ weeks.

Quotation Authorized by:

Name and designation

Signature: _____

i) SCHEDULE OF REQUIREMENTS TABLE

(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).

A Item	B Description of Goods/works/services	C Quantity	D Unit price	E Total Price in Ksh
1	(Procuring Entity to select one) Provision of office relocation services from 2 nd floor KUSCCO Centre to 7 th and 8 th floor Britam Centre	4 days		
тота	TOTAL PRICE IN KSH.			

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.	

iii) Certification

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

Full Name				

Title or Designation_____

(Signature)

(Date)

)

iv) CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION

I, the undersigned, in submitting the accompanying Letter of quotation to the_____

1, 11	[Name of Procuring Entity] for:	
	[Name and number of quotation] in response to the request for tenders	;
mad	by: [Name of Tenderer] do hereby make the following	5
state	by: <u>[Name of Tenderer]</u> do hereby make the following ents that I certify to be true and complete in every respect:	
Icer	y, on behalf of [Name of Tenderer] that:	
1.	have read and I understand the contents of this Certificate;	
2.	understand that the Tenderer will be disqualified if this Certificate is found not to be true and complete in every respect;	
3.	am the authorized representative of the Tenderer with authority to sign this Certificate, and to ubmit the quotation on behalf of the Tenderer;	
4.	For the purposes of this Certificate and the quotation, I understand that the word "competitor" shall nclude any individual or organization, other than the Tenderer, whether or not affiliated with the Fenderer, who:	
5.	 has been requested to submit a quotation in response to this request for quotations; could potentially submit a quotation in response to this request for quotations based on their qualifications, abilities or experience. 	
6. 7.	The Tenderer discloses that [check one of the following, as applicable]:	
	 The Tenderer has arrived at the quotation independently from, and without consultation, communication, agreement or arrangement with, any competitor; 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; 	•
8.	n 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:	
	 prices; methods, factors or formulas used to calculate prices; the intention or decision to submit, or not to submit, a quotation; or 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; 	
9.	n 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 o which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;	5
10.	he terms of the quotation have not been, and will not be, knowingly disclosed by the Tenderer, lirectly or indirectly, to any competitor, prior to the date and time of the official quotation opening, or	

Name		
Title		
Date		

of the awarding of the Contract, whichever comes first, unless otherwise required by law or as

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

specifically disclosed pursuant to paragraph (5)(b) above.

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;
- c) have not engaged/will not engage in any collusive or corrosive practice with other tenderers participating in the subject quotation;
- d) have not been sanctioned or debarred by any entity from participation in public procurement proceedings of Kenya.

That, what is deponed to herein above is true to the best of our knowledge, information and belief.

Name of the Tenderer:[insert complete name of tenderer signing the quotation]

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

Title of the person signing the Quotation:[insert complete title of the person signing the quotation]

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

PART 2: SCHEDULE OF REQUIREMENTS

TABLE A. SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATIONS

 Table A. SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS

 [Procuring Entity to complete Columns a-d and Tenderer to complete Column Indicating YES or No and if NO indicate the specification of the offered item]

Item No	Description of Goods/works/services (Procuring Entity to select one) For Works attach drawings	Quantity	TECHNICAL SPECIFICATIONS (completed by <i>Procuring Entity</i>)	CONFORMITY WITH TECHNICAL SPECIFICATIONS (to be completed by Tenderer)
1	В	С	D	Е
2	Provision of Office relocation services from 2 nd floor KUSCCO Centre to 7 th and 8 th floor Britam Centre	4 days	Attached	
ATTACHM	<u>ENTS (</u> to be listed below and supplied by Pre	ocuring Entity)		

TECHNICAL SPECIFICATIONS FOR WORKS/SERVICES

1. INRODUCTION

Vision 2030 Delivery Secretariat (VDS), led by the Director General of the Vision 2030, is charged with the mandate of spearheading the implementation of the Vision 2030 as the country's blueprint and strategy towards making Kenya a newly industrializing middle-income country. VDS provides strategic leadership and direction in the realization of the Vision 2030 goals, and closely collaborate with line ministries in developing the five-year medium-term plans for the realization of the Vision.

2. BACKGROUND

Vision 2030 Delivery Secretariat Located at KUSCCO Centre Kilimanjaro Avenue Upper hill are planning for relocation. A new premise has been secured at Britam Building, Mara/Ragati Junction Road in Upper hill Kenya. The office therefore requires services of a suitably qualified service provider to assist with the relocation process. The building to be occupied is **13085 Square Meters**

3. SCOPE OF WORK

To ensure delivery of an excellent service, the following will be undertaken.

3.1 Specialist Site Survey

- On site survey of the identified furniture and fittings,
- Checking the physical condition of the goods, marking and matching components

3.2 Relocation of assets

- The services involve disassembly and carefully marking of workstations for about 35 staff members including Interns.
- Relocation of workstations and other listed assets from KUSCCO Centre to Britam Building.
- Re-assembly of assets relocated and ensuring that all assets are re-assembled at their respective departments.
- **3.3** Service providers are encouraged to raise additional areas which they believe will enhance the objective of the brief. These will be discussed with the client, if in agreement, included as part of the scope.

3.4 The required services will be rendered at the following address:

Current Station:

KUSCCO Centre Building Vision 2030 Delivery Secretariat Kilimanjaro Road, KUSCCO Centre 2nd Floor Upperhill

New Building:

Britam Head office Building Mara/Ragati Junction Road, Upper hill Kenya 7th Floor & 8th Floor

TECHNICAL SPECIFICATIONS FOR WORKS/SERVICES

4. OUTPUT AND DELIVERABLES

The successful bidder will be required to execute the work as stipulated in paragraph 3.1 to 3.4 above.

5. TIME FRAME

The project time frame is **4 Days (SPECIFIC DATE)** from date of appointment of the service provider.

6. REQUIRED SKILLS

The professional service providers are required to provide a minimum of the following skills and expertise considered necessary for effectively implementing the assignment.

- Support staff with professional qualification
- Project Manager with registered professional qualification

7. SECURITY BACKGROUND CHECKS

- a. The Department reserves the right to conduct Security background checks in respect of the selected bidders, their directors, and staff.
- b. Appointment of the successful bidder will be done subject to positive background checks.

8. MAINTENANCE SERVICE LEVEL AGREEMENT

Service Level Agreement will be signed between the VDS and the successful service provider for the relocation of assets.

9. AMENDMENT / TERMINATION OF THE CONTRACT

Any amendment / termination or waiving of the stipulations of the contract must occur in writing by mutual consent between the VDS and the successful service provider.

10. SPECIAL CONDITIONS OF CONTRACT

Special conditions of contract with reference to the general conditions of contract.

i. Inspection & Testing

VDS shall appoint a representative who shall be charged with the responsibility of ensuring conformance to Secretariat requirements agreed contractual standards. In doing so, the representative shall have the right to inspect the condition of all items after the completion of the relocation exercise.

The service provider shall be liable for any damages on any item(s) after the completion of the relocation exercise.

ii. Delivery Output

The Service provider is expected to undertake the relocation services from KUSCCO Centre, 2nd Floor, Upper Hill, to Ground, 7th & 8th Floor of Britam Centre along Mara/Ragati Rd Junction, Nairobi.

TECHNICAL SPECIFICATIONS FORWORKS/SERVICES 11. LIST OF ASSETS

No.	Description	Estimated Qty	
	ELECTRONICS		
1	Television Sets	4	
2	Desktop Computers	14	
3	Printers	16	
4	UPS's	5	
5	Woofer	1	
6	Dispenser	7	
7	Servers	1	
8	Shredders	2	
9	Extension Cables	15	
10	Telephone Set	23	
11	Microwave	2	
12	Refrigerator	2	
13	Bread Toaster	1	
14	Electric Kettle	1	
15	Projector	1	
	FURNITURE		
16	Safes Cabinets	11	
17	Steel Cabinets	20	
18	Bulk filers	2	
19	Wall Clock	2	
20	Executive desks/Table (including extension table)	13	
21	L shaped Desks	14	
22	Office tables	7	
23	Executive Chairs	74	
24	Brown Leather sofa sets	4	
25	Letter Boxes	4	
26	2-seater Chairs	3	
27	Coffee tables	3	
28	Display cabinets	6	
29	1-way Workstation	1	
30	Boardroom Table	2	
31	Flowerpots	9	
32	Metallic/Plastic Litter bin	30	
33	Pedestal drawers/stands	37	
34	Curved Reception Desk	1	
35	Coat racks	3	
36	Wooden Cabinet	2	
37	Office Desks	2	
38	Gas Cylinders	4	
39	First Aids Kit	2	
STATIONERY			
40	Assorted Departmental Stationery (including wall charts)	Self-Carriage	
41	Personal/Subject/Transaction Files	In Respective Cabinets	
	ACCOUNTABLE STORES ITEMS		
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TECHNICAL SPECIFICATIONS FOR WORKS/SERVICES

42	Procurement Store (mixed items)	Guided
43	ICT Server room	Guided
	CCTV Cameras	
	Automated Fingerprint Identification System (AFIS)	
44	General Store (obsolete items)	Guided

The Service provider is expected to undertake the relocation service of the listed accountable stores items in the schedule of requirements in a secure and sealed packages in the presence of VDS officers in charge of the respective stores during the loading at KUSCCO Centre and during offloading at Britam Centre.

TABLE B. SCHEDULE OF REQUIREMENTS TABLE

(Procuring Entity will complete the list of items to be same as those on Table A. Schedule of Requirements and Technical Specifications and tenderer should complete columns c-e)

Item	Description of Goods/works/services	Quantity	Unit price	Total Price
	(Procuring Entity to select one)			
1	В	С	D	Е
2	Provision of Office relocation services from 2nd floor KUSCCO Centre to 7th and 8th floor Britam Centre	4 days		
		TOTAL PRICE		

Signature:_____

And seal/Stamp_____

Name:

Position:

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

Date

PART 3: CONTRACT

CONTRACT AGREEMENT

- (2) WHEREAS the Procuring Entity invited quotations for the Supply of Goods/works/services (select one) described in Table B, i.e. _____ [insert brief description of Goods, works and Services] and has accepted a Quotation by the Tenderer in the sum of ______ [insert Contract Price in words and figures] (hereinafter called "the Contract Price").
- (3) NOW THIS AGREEMENT WITNESSED AS FOLLOWS:
 - 1. This Contract Agreement includes the following documents:
 - a) Table A. SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS.
 - b) Table B. QUOTATION SUBMISSION TABLE.
 - c) FORM OFQUOTATION.
 - 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 designation]	[insert title or other appropriate
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.

SITE VIEWING CERTIFICATE

This is to certify that

I/We.....

.....Being the authorized representative/Agent of [Name of Bidder]

M/s.....

Confirms that I/We have viewed the site for Quotation NO. VDS/11/2021-2022 FOR PROVISION OF RELOCATION SERVICES FROM KUSCCO CENTRE TO BRITAM CENTRE, MARA/RAGATI RD JUNCTION.

Signed	Date	Official Stamp
[VDS Representative]		
Signed	Date	Official Stamp
[Tenderer]		

NOTE: This form is to be signed and stamped by VDS representative after site viewing