

REPUBLIC OF KENYA



COUNTY GOVERNMENT OF BUNGOMA

MINISTRY OF HEALTH AND SANITATION

STANDARD TENDER DOCUMENT

FOR

**PURCHASE AND DELIVERY OF MEDICAL
EQUIPMENTS AT MUMBULE DISPENSARY IN EAST
SANG'ALO WARD**

RESERVED FOR PWD

NEGOTIATION NUMBER: 1663588-2023/2024

Submission deadline 08TH NOV 2024

Table of Contents

PART 1: INSTRUCTIONS TO TENDERERS	3
QUATATION AND QUALIFICATION DOCUMENTS	8
SCHEDULE OF REQUIREMENTS TABLE	12
PART 2: SCHEDULE OF REQUIREMENTS	Error! Bookmark not defined.
PART 3: CONTRACT	21
CONTRACT AGREEMENT	21
For and on behalf of the Procuring Entity	22
CONDITIONS OF CONTRACT	23
1. Language	23
2. Eligibility	23
3. Notices	23
4. Governing Law	23
5. Settlement of Disputes	23
6. Supplier/Contractor/Service Provider Responsibilities	24
7. Contract Price	24
8. Terms of Payment	24
9. Inspections and Tests	24
10. Warranty	24

PART 1: INSTRUCTIONS TO TENDERERS

1. **Tenderers are advised to read carefully** these instructions and the Conditions of Contract in Part3: Contract, before preparing the Tender. The standard forms in this Tender 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 Tender. The term tender herein shall mean the tender submitted as usually understood in public procurement.
2. **Validity of tender** the tender will be held valid for 120 **{one Twenty}** days from the date of submission.
3. **The Tender shall consist of** completed Tables A, B and C and the Form of Tender all indicated in Part 2 of this tender, and documents to evidence Eligibility and Conformity to Technical Specifications.
4. **Sealing and Marking of Tenders:** The tenders will be submitted electronically in IFMIS System with the Tender reference Number and Negotiation Number
5. **Submission of Tenders: Tenders** and any alternatives if allowed as per Item 11 below should be submitted electronically through IFMIS system.

Address for the submission of the Tender

- a) **Name of the Procuring Entity:** The County Government of Bungoma,
Ministry of Health and sanitation
- b) **Mailing Address: MINISTRY OF HEALTH AND SANITATION ,P.O
BOX 437 BUNGOMA**
- c) **Deadline Date of Submission:** to be received on or before **04TH NOV
2024 at 11.00 a.m. Local time**

6. **Opening of Tender:** Tender will be opened electronically after the closing date and time specified 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:
 - a) valid trading license
 - b) certificate of registration, and
 - c) Tax compliance certificate.
 - d) Valid AGPO Certificate (where applicable)
 - e) 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 Tenders:** Tenderers **are not permitted** to submit alternative tenders for goods
12. **Currency:** Tender shall be priced in Kenya Shillings. Tenders in other currencies will be rejected if not allowed.

The Procuring Entity **SHALL NOT ALLOW** Tenders in foreign currency.
13. **Evaluation of Tenders:** The evaluation of Tenders will be conducted using the procedure set out below:

i) **Preliminary examination to determine Tenderer eligibility:**

MR	Tenderers are required to submit copies of the following MANDATORY DOCUMENTS which will be used during Preliminary Examination to determine responsiveness
1.	Copy of Certificate of Registration/Incorporation.
2.	Must submit a Copy of a valid tax compliance certificate issued by KRA/Exemption Certificate { Verification will be done through TCC Checker}.
3.	Fill and submit the Form of Tender in the format
4.	Duly Filled, signed and stamped Price Schedule
5.	Duly filled ,Singed and stamped Confidential Business Questionnaire
6.	Attach a copy of single business permit from any county government.
7.	Attach KRA pin certificate.
8.	Attach certified proof of manufacture letter
9.	attach certified public health certificate from any county
10	Attach certified and updated AGPO Certificate for PWD

TECHNICAL EVALUATION

The tender document shall be examined based on the Instruction to Tenderers which states as follows:

In accordance to Instruction to Tenderers, the tenderers will be required to provide evidence for eligibility of the award of the tender by satisfying the employer of their eligibility and adequacy of resources to effectively execute the contract. The tenderers shall be required to attach the evidence of the provided information.

The award of points in this section shall be as shown below:

<u>PARAMETER</u>	<u>MAXIMUM POINTS</u>
(i) Proof of delivery of similar magnitude or equivalent undertaken-----	30
(ii) Certified Audited statement for the last 3 years-----	30
(iii) Sanctity of tender document-----	10
(iv) Proof of timely delivery(transportation/logistics ,attach proof of log book/lease agreement)----- -----	10
(v) Name, Address and Telephone of Banks (Supplier to provide) ----	20
TOTAL	<u>100</u>

The detailed scoring plan shall be as shown in table 1 below: -

Item	Description	Max. Point	
I	Experience		30
	Proof of delivery of similar magnitude or equivalent undertaken.....30mk Less than similar magnitude undertaken15		
Doc li	Financial report	30	
	Certified Audited Statement (for last one (1) year) ○ Annual turnover greater or equal to 3 times the cost of the supply ----- 30 ○ Annual turnover greater or equal to the cost of the supply -----15 ○ Turn over below the cost of the supply ----- 5		
lii	Sanctity of tender document	10	
iv	Proof of timely delivery(transportation/logistics ,attach proof of log book/lease agreement)	10	

Item	Description	Max. Point
V	Name, Address and Telephone of Banks (supplier to provide bank details) Provided ----- 5	5
iv	Attach certified and updated reference letter from the bank	15
	TOTAL	100

Any bidder who scores 70 points and above shall be considered for further evaluation

- ii) **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.
- 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 Tender:** The **LOWEST EVALUATED** tender 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 tender was submitted. Unsuccessful tenderers who responded will be notified of the accepted tender. 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 tender or to cancel the Tender process and reject all tenders at any time prior to contract award.

EVALUATION 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.
- v. Foreign tenderer 40% Rule { *where applicable* }

FORM OF TENDER. { *To be completed by tenderer* }

TENDER Addressed to {Procuring entity}	
Date of Tender	
Tender reference number	
Subject of Tender	

1. We have examined and have no reservations to the Tender document, and understand its full content and intent.
2. In compliance with your request for tender 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 on the attached in table B. Quotations submission TABLE at a total price of Kenyan
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 conform* to the **SCHEDULE OF REQUIREMENTS TABLE** below and in conformity with technical specifications listed in PART2:

SCHEDULE OF REQUIREMENTS of this Tender 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 Tender 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 tender as an individual to firm, and we are not participating in another tender as a Joint Venture member or as a subcontractor.
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. 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.

Tender Authorized by.....

Name and Designation.....

Signature.....

PURCHASE AND DELIVERY OF MEDICAL EQUIPMENTS AT MUMBULE DISPENSARY IN EAST SANG'ALO WARD

	ITEMS	SPECS	UNIT	QUANTITY COST	UNIT COST	TOTAL
1	Beds / Mattress	Manual, dimensions–L2150 xW970xH450-750mm, detachable ABS head and footboard, aluminum side rails, deluxe castors, electric motor which is quiet and noiseless and able to support over 250kgs, urine hooks by steel chrome and plastic dipping together	set	4		
2	Bedside lockers	food board, food board and drawer	pc	4		
3	Oxygen concentrator pc	flowrate 1-5 LPM, dual flow, sound levels: 39 db, oxygen purity monitor, power: 240 V, 50Hz, Model: airstep or equivalent	set	1		
4	Resuscitaire	microprocessor based servo controlled temperature system, audible and visual alarm functions, power failure, temperature deviation, temperature sensor failure, skin temperature failure, over temperature 8"LCD, colorful touch screen, carbon steel heater, integral timer to record therapy time, bigger mattres,electric infant bed tilt angle is +/- 12, observe light, oxygen supply system, LED phototherapy, with RS-232 connector, 22 trays and 2 drawers.	set	1		
5	Delivery couch	stirrups, table top dimensions-1400x720x880mm, back section lift 0-70	set	1		
6	Footstepper	Two step ,stainless steel frame with rubber top.	pc	2		
7	Biohazard bins Set of 3 30l	30 L Red ,Yellow, Black coded pedal bins . material ; heavy plastic.		3		

8	Space heater	- Oil-filled radiator,power;240, fins. >10, heat- up5-10duration),tip over AND(over heating protection,adjustable heat range settings,material ; aluminium,mobile with caster wheels - one YEAR(warranty ,model Black/decker/delonghi OR(equivalent)	pc	1		
9	Examination couch	MDX 6702, high density matress with mettalic frame and adjustable.	pc	1		
10	Weighing scale and heightometre pc 2	Adult measurement, digital display,rechargeble, weight and height measurement .Model ; seca /fazzini or equivalent		1		
11	peadiatric weighing scale	Flat, under 5, capacity 20kgs	[digital]	1		
12	Penguin sucker	Silicon autoclavable materialof assorted sizes	PC	2		
13	Delivery set	one gallipot, 1 medium kidney dish, 1- large kidney dish, duhills artery forceps, stitch sicors one, episiotomy siscors one, code siscor, two sims and two chances artery forceps, stainless tray, metallic cathetor, cusco speculum-medium size.	SET	1		
14	Suction machine	2 litre portable, electrical, twin bottle	PC	1		
	TOTAL					

Signature.....

Seal/Stamp

Name.....

Position: {Authorized for and on behalf of (specify name of tenderer).....

DATE.....

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business
 You are advised that it is a serious offence to give false information on this form

<p><i>Part 1 – General:</i></p> <p>Business Name</p> <p>Location of business premises.</p> <p>Plot No..... Street/Road</p> <p>Postal Address Tel No. Fax E mail</p> <p>Nature of Business</p> <p>Registration Certificate No.</p> <p>Maximum value of business which you can handle at any one time – Kshs.</p> <p>Name of your bankers Branch</p>
--

	<p>Part 2 (a) – Sole Proprietor</p>																								
	<p>Your name in full Age</p> <p>Nationality Country of origin</p> <ul style="list-style-type: none"> • Citizenship details • 																								
	<p>Part 2 (b) Partnership</p>																								
	<p>Given details of partners as follows:</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship Details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1.	2.	3.	4.				
Name	Nationality	Citizenship Details	Shares																						
1.																						
2.																						
3.																						
4.																						
	<p>Part 2 (c) – Registered Company</p>																								
	<p>Private or Public</p> <p>State the nominal and issued capital of company-</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship Details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1.....	2.....	3.....	4.....	5.....
Name	Nationality	Citizenship Details	Shares																						
1.....																						
2.....																						
3.....																						
4.....																						
5.....																						
	<p>Date Signature of Candidate</p>																								

- If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration.

FORM FOR DISCLOSURE OF INTEREST-INTEREST OF THE FIRM IN THE PROCURING ENTITY.

1) Are there any person/persons in.....? {The County Government of Bungoma, Ministry of Health and Sanitation }who has/have an interest or relationship in this form? Yes/No.....

If yes, Provide details as follows.

	Name of Person	Designation in the Procuring Entity	Interest or relationship with tenderer
1)			
2)			
3)			
4)			

i) 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 procurement.		
6.	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this quotation document.		
7.	Tenderer has a close business or family relationship with a professional staff of the procuring entity who are directly or indirectly involved in the preparation of the quotation document or specifications of the contract, and or the quotation evaluation process of such contract.		
8.	Tenderer has a close business or family 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&8 above been resolved in a manner acceptable to the procuring Entity throughout the quotation process and execution of the contract.		

ii) Certification

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

FULL NAME.....

TITLE OR DESIGNATION.....

SIGNATURE.....

DATE.....

iii) CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION.

I, the undersigned, in submitting the accompanying Letter of Tender to
the..... {The County Government
of Bungoma, Ministry of Health and Sanitation } *for Medical Equipments*

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 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 on 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 formula 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) a above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particular 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.....

iv) SELF-DECLARATION FORM.

We, the Tenderer.....{Insert name} submitting
our quotation in respect to 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 attend and Regulations;
 - iii) Kenya's Anti-Corruption and Economic Crimes Act, 2013; and
 - iv) Any such other Acts or Regulations of Government of Kenya;
- b) Have not offered/ will not offer any inducement to any member of the board management, staff and/ or employees and/ or agents of.....(*name of the procuring entity*);
- c) Have not engaged/ will not engage in any collusive or corrosive practice with other tenderers participating in the subject quotation;

- d) Have not been sanctioned or debarred by any entity from participation in public procurement proceedings of Kenya.

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

Name of the Tenderer:.....[insert complete name of tenderer signing the Tender)

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

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

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

PART 3: CONTRACT

CONTRACT AGREEMENT

- (1) THIS CONTRACT AGREEMENT is made _____
(specify date). Between _____ [Insert complete name of Procuring Entity],
and having its principal place of Business at _____
[Insert address of Procuring Entity] and

[Insert name of Supplier, or contractor or
service provider], and having its principal place of business at _____

[insert address of Supplier,
contractor or service provider].
- (2) WHEREAS the Procuring Entity invited quotations for the Supply of
Goods/works/services (select one) described in Table B, i.e. _____ [insert brief
description of Goods, works and Services]
and has accepted a Quotation by the Tenderer in the sum of
[insert Contract Price in words and figures] (hereinafter called “the Contract Price”).
- (3) NOW THIS AGREEMENT WITNESSED AS FOLLOWS:
1. This Contract Agreement includes the following documents:
 - a) Table A. SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS.
 - b) Table B. QUOTATION SUBMISSION TABLE.
 - c) FORM OF QUOTATION.
 - d) Conditions of Contract.
 2. In consideration of the payments to be made by the Procuring Entity to the
Supplier/contractor/service provider as hereinafter mentioned, the
Supplier/contractor/service provider hereby covenants with the Procuring Entity to

provide the Goods/works/services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

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

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

For and on behalf of the Procuring Entity

Signed:*[insert signature]*

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

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

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

Signed.....

[insert signature of authorized representative(s) of the Supplier] in the capacity of..... *[insert title or other appropriate designation]*

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

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.

