

**KAIMOSI FRIENDS UNIVERSITY (KAFU)**

**P. O. Box 385 – 50309**

**KAIMOSI**

**PROCUREMENT OFFICE**

**P.O BOX 385-50309 KAIMOSI**

**E-mail: procurement@kafu.ac.ke,Website wwwkafuca.ke**

**REQUEST FOR QUOTATION**

QUOTATION NO.KAFU/FTIR SPECTROMETER/156/2024-2025

**REQUEST FOR SUPPLY DELIVERY AND INSTALLATION OF FOURIER TRANSFORM INFRARED (FTIR) SPECTROMETER MACHINE**

13TH MAY,2025

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# REQUEST FOR QUOTATIONS (RFQ)

**To:**

**From:**

**Quotation Title****Quotation Reference Number**

1. The Kaimosi Friends University invites you to submit quotations forsupply of goods 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 from **8.00am to 5.00 pm** at the address given below.
2. 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 **10:00.am PM on or by Wednesday 21ST MAY 2025** Quotations can be delivered by courier or hand delivery at the tenderer's option. Late quotations shall be rejected.
3. Enquiries regarding this quotation may be addressed to In-Charge procurement Kaimosi Friends University.
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 one day of receipt of this RFQ if you will not be submitting a quotation.

Address for Submission of Quotations.

**Kaimosi Friends University**

**P.O. BOX 385-50309 Kaimosi,**

Yours sincerely,

*Name and designation……………………………………………*

*Signature…………………………………………….*

# PART 1: INSTRUCTIONS TO TENDERERS

1

1. **Tenderers are advised to read carefully** these instructions and the Conditions of Contract in Part 3: Contract, before preparing the quotation. The standard forms in this RFQ may be photocopied for completion but the Tenderer is responsible for their accurate reproduction. The term Tenderer shall mean the ﬁrm or person invited to submit a quotation. The term Quotation herein shall mean the quotatio*n* submitted as usually understood in public procurement.
2. **Validity of Quotations**: The quotation will be held valid for seven (7) 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-item 4 below. Late quotations will be rejected.

Address for Submission of Quotations.

**Kaimosi Friends University**

**P.O. BOX 385-50309 Kaimosi,**

**Quotation Box outside the Procurement Office (hand delivered or couriers)**

**Date of Submission**

**Time of Submission**

1. **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.
2. **Tenderer Eligibility:** Tenderer must submit Documentary evidence to show His/her eligibility to be awarded a contract to cover each of the following: (i) certiﬁcate of registration, (ii) valid tax compliance certiﬁcate for the previous Financial Year. (iii) AGPO Certiﬁcate (where applicable). 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.
3. **Invitation not transferable**: This invitation is not transferable to other ﬁrms or individuals not so invited.
4. **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
5. **Technical Speciﬁcations:** Documentary evidence to show that the goods meet the technical speciﬁcations.
6. **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.
7. **Currency:** Quotations shall be priced in Kenya Shillings. Quotations in other currencies will be rejected if not allowed.

The Procuring Entity not allow quotations in foreign currency.

1. **Evaluation of Quotations**: The evaluation of quotations will be conducted using the procedure set out below:
2. Preliminary examination to determine Tenderer eligibility**:(i) certificate of registration (ii) must paginate the document, signed and stamped(iii)certificate of registration(iv)tax compliance .**
3. 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.
4. 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.
5. **Lowest Evaluated Quotation:** The lowest evaluated quotation shall be recommended for award of contract.
6. **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
7. **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

3

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

1. SCHEDULE OF REQUIREMENTS TABLE
2. FORM FOR DISCLOSURE OF INTEREST
3. CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION
4. SELF-DECLARATION FORM
5. FOREIGN TENDERER 40% RULE *(where provided)*

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

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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 **supply of goods, works, provision of services**to cover and conform to our pricing listed in the attached in Table B. Quotation Submission TABLE at a total price of Kenya Shillings (in words)
3. We conﬁrm that we are eligible to participate in public procurement and meet the eligibility criteria speciﬁed in Part 1: INSTRUCTIONS TO TENDERERS.
4. We also conﬁrm that the **(supply of goods, works, provision of services**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 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.
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.

**MANDATORY REQUIREMENT:**

1. **Must have certificate of registration.**
2. **Must have valid KRA**
3. **Must have valid tax compliance certificate.**
4. **Must have valid copy of trade license**
5. **Must have manufacturer authorization letter**
6. **Must have engineer cv and certificate of relevant team**
7. **Must page the document up to the attachment and stamped**

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| **SN** | ITEM DESCRIPTION | TOTAL PRICE |
|  | Fourier Transform Infrared (FTIR) spectrometer machine  **Specifications:** |  |
| 1 | Interferometer must be Michelson interferometer (30° incident angle) Equipped with Advanced Dynamic Alignment system  Sealed interferometer |  |
| 2 | The interferometer must be aligned automatically when the beam splitter is being replaced and it must be kept optimized and stable constantly. |  |
| 3 | The interferometer must be sealed and airtight. |  |
| 4 | The interferometer must be equipped with a built-in automatic dryer which electrolytically removes the moisture inside the interferometer using a solid polymer electrolyte membrane. FTIR Spectrophotometers which utilize desiccants that requires regular replacement is not  preferred. |  |
| 5 | The FTIR interferometer must be equipped with a Flexible Joint System bearing to ensure the  smooth and precise movement of the moving mirror for a long period of time without any friction. |  |
| 6 | Beam splitter must be Germanium-coated KBr |  |
| 7 | Interferometer window plate must be KRS-5 which is free from deterioration even if it is wet. |  |
| 8 | Optical system: Single Beam Optics |  |
| 9 | The spectrophotometer must utilize a high sensitivity temperature-controlled DLATGS  detector (deuterium L-alanine triglycine sulfate) with a built-in temperature regulator to ensure excellent stability. |  |
| 10 | The system must have a high energy air-cooled ceramic light source for Middle IR. |  |
| 11 | Mirror Speed : 4 step selection of 2.0, 2.8, 5 or 9 mm/sec |  |
| 12 | Wavenumber Range: Fully covers practical wavenumber range from 7,800~350cm-1, |  |
| 13 | Resolution: 0.5cm-1, 1 cm-1, 2 cm-1, 4 cm-1 , 8cm-1 , 16 cm-1 |  |
| 14 | Data Sampling: By He - Ne laser |  |
| 15 | Signal to Noise Ratio: 55,000:1 or higher (with KBr window) 42,000:1 or higher (with KRS-5 window)  (4 cm-1 resolution, 1 min scan, around 2,100 cm-1, peak-to-peak)  8,000:1 or higher (with KBr window, MCT measurement)  6,000:1 or higher (with KRS-5 window, MCT measurement)  (4 cm-1 resolution, mirror speed 9 mm/sec, 120 scans, peak-to-peak)  2,000:1 or higher (with KBr window, rapid scan measurement)  1,500:1 or higher (with KRS-5 window, rapid scan measurement)  (16 cm-1 resolution, mirror speed 40 mm/sec, 1 scan, peak-to-peak) |  |
| 16 | Automatic Accessory Recognition capability must be available to enable the FTIR to  recognize automatically the accessory type and ID number and optimum scan parameters for the accessory are automatically set. |  |
| 17 | The main sample compartment should have a center focus to accommodate the complete range of commercially available accessories and large customized accessories. |  |
| 18 | Gain Control : Automatic or manual from x 1 to x 128. |  |
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| 19 | **Software**  The operating software must be a Multi-tasking Microsoft XP based software, capable of   1. Addition 2. Subtraction 3. Multiplication 4. Division 5. %T to Abs conversion 6. Normalization 7. Baseline correction 8. Log conversion 9. Smoothing 10. Derivatives 11. ATR correction 12. Kubelka-Munk correction 13. Kramers-Kronig analysis 14. Wavenumber / wavelength conversion 15. Peak detection 16. Peak area calculation 17. Film thickness 18. Atmosphere correction 19. CAMP-DX conversion 20. ASCII conversion 21. Peak height 22. Peak area 23. Multi-point calibration curve method using ratio, multi-regression (MLR) method 24. Search parameter setting 25. Search of user library and commercial library 26. Creation of user library |  |
| 20 | **Validation program must be supplied as standard**  It must be capable of :   1. Self-diagnosis just after turning on the instrument. Initialization check for optimal conditions of the Electronics, Optical and Signal systems. 2. Status monitor 3. Results of the self-diagnostics and status monitoring must be recorded onto a log file 4. Validating program must complies with ASTM, EP and JP 5. Inspection and generation of inspection reports in compliance with GLP, ISO, GMP, etc |  |
| 21 | The Self-Diagnosis Window must display the on/off status of the light source or laser installed in the instrument, the status of the humidity inside the interferometer, and status information related to the accessories set in the sample compartment be displayed in the Status Monitor on the Measurement tab page.  The Status Monitor Window shows the status of Humidity. |  |
| 22 | **A Contaminant analysis program** can identify contaminant with high degree accuracy. The containing spectra of over 300 highly-selected inorganic substances, organic substances and  polymers of commonly detected contaminants with built-in algorithms which allows automation of the searching, judgment and report creation. |  |
| 23 | **A Pharma Report Program** must be included with functions described below:   * Prints out the spectra for standards and samples to facilitate easy comparison |  |

PLEASE ATTACH

KRA CERTIFICATE

Certificate of incorporation

AGPO certificate if your company is under special group

**NOTE:**

1. FILL THE QUOTATION AND SUBMIT IT THE WAY IT IS. DON’T ALTER THE QUOTATION OR SUBMIT ONLY PART OF THE QUOTATION. THIS WILL LEAD TO AUTOMATIC DISQUALIFICATION.
2. PLEASE INCLUDE 0.03% LEVY AS PER LEGAL NOTICE NO.206 OF 6TH NOVEMBER,2023 PARAGRAPH 3(1)OF THE LEVY ORDER. (SEE THE ATTACHED LEGAL NOTICE AT THE END OF QUOTATION.
3. WHEN QUOTATING YOUR PRICE INCLUSIVE VAT. ( **DON’T CALCULATE IT SEPARETLY**)

HAND DELIVER THE QUOTATION AND DROP IT AT THE TENDER BOX

1. **THE BIDDER WHO WILL BE LOWEST RESPOSIVE WILL BE REQUIRED DELIVER INSTAL AND COMMISION THE MACHINE**
2. 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.
3. 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:

# 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).*

Signature: And seal/Stamp

Name:

Position:

Authorized for and on behalf of

Date

1. **FORM FOR DISCLOSURE OF INTEREST -** Interest of the Firm in the Procuring Entity.
2. Are there any person/persons in Kaimosi Friends University
3. who has/have an interest or relationship in this ﬁrm? Yes/No………………………

If yes, provide details as follows.

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### Conﬂict of interest disclosure

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### Certiﬁcation

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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)*

# CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[Name of Procuring Entity]* for: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[Name and number of quotation]* in response to the request for tenders made by: *[Name of Tenderer]* do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of *[Name of Tenderer]* that:

1. I have read and I understand the contents of this Certiﬁcate;
2. I understand that the Tenderer will be disqualiﬁed if this Certiﬁcate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certiﬁcate, and to submit the quotatio*n* 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:
   1. has been requested to submit a quotation in response to this request for quotations;
   2. 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]:
   1. The Tenderer has arrived at the quotation independently from, and without consultation, communication, agreement or arrangement with, any competitor;
   2. 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:
   1. prices;
   2. methods, factors or formulas used to calculate prices;
   3. the intention or decision to submit, or not to submit, a quotation; or
   4. the submission of a quotation which does not meet the speciﬁcations of the request for quotations; except as speciﬁcally disclosed pursuant to paragraph (5) (b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, speciﬁcations or delivery particulars of the works or services to which this request for tenders relates, except as speciﬁcally authorized by the procuring authority or as speciﬁcally disclosed pursuant to paragraph (5)(b) above;
8. the terms of the quotation have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the ofﬁcial quotation opening, or of the awarding of the Contract, whichever comes ﬁrst, unless otherwise required by law or as speciﬁcally disclosed pursuant to paragraph (5)(b) above.

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

# SELF-DECLARATION FORM

9

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:

1. 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:
   1. the RFQ for the above Quotation;
   2. Kenya's Public Procurement and Asset Disposal Act, 2015*)* and its attendant Regulations;
   3. Kenya's Anti-Corruption and Economic Crimes Act, 2013; and
   4. any such other Acts or Regulations of Government of Kenya;
2. 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);*
3. have not engaged/will not engage in any collusive or corrosive practice with other tenderers participating in the subject quotation;
4. 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:** ....................*...............................................................................................................*

**Name of the person duly authorized to sign the quotation on behalf of the Tenderer:** ....................*.........................*

**Title of the person signing the Quotation**: ....................*..........................................................................................*

**Signature of the person named above**: ..................................................................................................................

# 

11

1. A preliminary description of the proposed works/services and work method and schedule, including drawings and charts, as necessary, containing all required information by which the proposed works may be evaluated (e.g. technical characteristics, operational capacities, maintenance, environmental effect, etc.) together with manuals or instructions for use or any other relevant information and documentation, delivery/installation schedules, etc.;
2. A detailed statement of how the tenderer will carry out the works/services that will form an integral part of the Contract.

### DRAWINGS

***(Procuring Entity to attach Drawings (if any)***

CONTRACTAGREEMENT

1. THIS CONTRACTAGREEMENT 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]*.

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]* (hereinafter called “the Contract Price”).
2. NOW THIS AGREEMENT WITNESSED AS FOLLOWS:
   1. This Contract Agreement includes the following documents:
      1. Table A. SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS.
      2. Table B. QUOTATION SUBMISSION TABLE.
      3. FORM OF QUOTATION.
      4. 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.
3. 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: .....................................................*.......................................*

in the capacity of.................................................................................

in the presence of..................................................................................

## 14

### Language

15

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.

### 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.

### Notices

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

### Governing Law

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

### 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.

### Supplier/Contractor/Service Provider Responsibilities

The Supplier/Contractor/Service Provider (*select one*) shall supply all the Goods included in the Schedule of Requirements.

### 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.

### Terms of Payment

The Contract Price shall be paid One hundred (100) percent of the Contract Price as follows *(select one*):

* 1. For Goods, price of goods received upon submission of a claim/invoice supported by the acceptance certiﬁcate issued by the Procuring Entity.
  2. 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.
  3. 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

### 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.

### 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.

