

**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/EST-COPPER PIPING/028/2024-2025**

**SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING**

**OF COPPER PIPING AT THE DINING KITCHEN**

**23RD AUGUST 2024**

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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 on or by Thursday 29th AUGUST, 2024** Quotations can be delivered by courier or hand delivery at the tenderer's option. Late quotations shall be rejected.
3. **The supplier should visit site and ascertain the scope of works, quantities to be supplied as well as the sizes on 27th August,2024.**
4. Enquiries regarding this quotation may be addressed to In-Charge procurement Kaimosi Friends University.
5. Any resulting contract shall be subject to the terms and conditions detailed in Part 3: Contract.
6. 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. 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**

|  |  |
| --- | --- |
| **S/No** | **PRELIMINARY /MANDATORY REQUIREMENTS(R)** |
| R1 | Valid Copy of certificate of incorporation/ Registration. |
| R2 | Valid Current Tax Compliance Certificate from Bidding Company, and if Consortium, from each member of the consortium. |
| R3 | Submission of valid CR12 form showing the list of directors /shareholding (issued within the last 12 months) or National Identity Card(s) for Sole Proprietorship / Partnership |
| R4 | Over Three years’ experience in works of similar nature. |
| R5 | The firm should be registered with NCA in any Plumbing and Drainage Installation Works, or Kitchen and Equipment Installation Works and in any Category |
| R6 | Document to be Duly signed and stamped at appropriate areas |
| R7 | Submission of original document properly BOUND and sequentially serialized and all pages must be initialed or signed. **(NB: Use of Spring or Box Files will not be allowed and will result in automatic disqualification.)** |
| R8 | Valid Copy of Current Single Business permit |
| R9 | The firm to provide valid proof of having executed similar works of copper piping for gas supply in the kitchen. |
| R10 | Provide proof of authorization (in form of a Power of attorney signed by commissioner of oaths) as a Tender Signatory if the signatory is not a director or partner of the firm. |
| R11 | The firm to provide proof of having visited the site, understood both the scope and the works. |

**N/B: Only responsive bidders will proceed to the technical stage of evaluation.**

**The supplier should visit site and ascertain the scope of works, quantities to be supplied as well as the sizes on 27th August,2024.**

1. **TECHNICAL EVALUATION OF QUOTATION**

**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.

1. **FINANCIAL EVALUATION OF QUOTATION**

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.

1. **Lowest Evaluated Quotation:** The lowest evaluated quotation shall be recommended for award of contract.
2. **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
3. **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]*

|  |  |
| --- | --- |
|  |  |
|  |  |
|  |  |
|  |  |

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.

1. 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.

**SCHEDULE OF REQUIREMENTS TABLE**

*Requirements and Technical Speciﬁcations and tenderer should complete columns D and E).*

COPPER PIPING FROM GAS MANIFOLD TO COOKING EQUIPMENT

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Item | Description | Qty | Unit | Rate (Ksh) | Amount (Ksh) |
| A B  C D E F G H J K L M  N  P | INLETS SHALL BE AS PER THE EQUIPMENT |  |  |  |  |
| MANUFACTURER'S PROVISIONS. |  |  |
| **Copper Piping** |  |  |
| Supply, deliver and install copper Tubing to BS 2871: part1 |  |  |
| and capillary and compression fittings to BS 864: part |  |  |
| 2.Tubing must be solid drawn round, clean, smooth and free |  |  |
| from defects and from deleterious films in the bore. The |  |  |
| fittings must be free from internal fins or other |  |  |
| irregularities.Compression fittings shall be Type A (non- |  |  |
| manipulative) or Type K. Allow in your pipe-work prices for |  |  |
| pipe support clips and cradles, joining fixing etc. |  |  |
| 15mm dia copper tubing | 18 | Lm |
| 20mm ditto | 14 | Lm |
| **Extra fittings:-** |  |  |
| 25x20 mm diameter reduced Coupler | 6 | No. |
| 25x15 mm diameter reducer Coupler | 6 | No. |
| 20/15 mm equal Coupler | 6 | No. |
| Male Coupler | 6 | No. |
| 20mm elbow | 4 | No. |
| Straight joints for above | 6 | No. |
| Bed tap connector of 20/15mm | 4 | No. |
| Full cross over15/20mm | 4 | No. |
| SR Bent Tap connector of 20/15mm | 4 | No. |
| Full cross over 15/20mm | 4 | No. |
| Gas Isolating Valve |  |  |
| 20mm dia L.P gas isolation valve shall be quarter turn, |  |  |
| lever operated ball valve to BS 5154 and joints to copper |  |  |
| tubing and compression to BS 804/2 of stainless steel |  |  |
| construction. To be for each cooking equipment | 6 | No. |
| Allow for testing and commissioning of the piping | 1 | Item |
| TOTAL AMOUNT TO AGREEMENT FORM | | | | |  |

# ADDITIONAL INFORMATION

1. The general Mechanical specifications for plumbing works apply
2. Where necessary install the correct fittings. Avoid bending of the copper piping to lose the constant volumetric flow of gas as below



1. **The supplier should visit site and ascertain the scope of works, quantities to be supplied as well as the sizes on 27th August,2024.**
2. The supply and installation shall be as per the equipment on site.
3. Should the contractor/supplier realise extra work deemed important for the completion of the works, The same should be raised with the client and before commencing any supply or installation.
4. **N/B: The copper pipe shall be type K as per ASTM B88.** Table Sheet attached
5. The works shall be carried out without altering the existing equipment and piping works.
6. Test against leakage shall be carried out. Gas leakage shouldn’t be experienced.
7. Should install each piping for equipment with its own specific shut off valve
8. **Regulations and Standards**

The Sub-contract Works shall comply with the current editions of the following:

* 1. The Kenya Government Regulations.

1. The United Kingdom Institution of Electrical Engineers (IEE) Regulations for the Electrical Equipment of Buildings.
2. The United Kingdom Chartered Institute of Building Services Engineers (CIBSE) Guides.
3. British Standard and Codes of Practice as published by the British Standards Institution (BSI)
4. The Local Council By-laws.
5. The Electricity Supply Authority By-laws.
6. Local Authority By-laws.
7. The Kenya Building Code Regulations.
8. The Kenya Bureau of Standards
9. The testing of the piping may involve other actual use of the equipment
10. Joining of copper pipes shall be by soldering. Brass compression fittings joining may be allowed.
11. Proper use of equipment in the execution of works and by qualified personnel
12. No pipe should be in contact with electrical cable





1. 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.
2. 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:

1. **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 who has/have an interest or relationship in this ﬁrm? Yes/No………………………

If yes, provide details as follows.

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1. **Conﬂict of interest disclosure**

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6

1. **Certiﬁcation**

7

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)*

1. **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]*

1. **SELF-DECLARATION FORM**

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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**: ..................................................................................................................

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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.
3. **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..................................................................................

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1. **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.

1. **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.

1. **Notices**

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

1. **Governing Law**

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

1. **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.

1. **Supplier/Contractor/Service Provider Responsibilities**

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

1. **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.

1. **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

1. **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.

1. **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.