CPF
Fulfilling Lives

FINANCIAL SERVICES

RFQ FOR THE PROPOSED PREPAID WATER METERING SYSTEM AT FREEDOM HEIGHTS RESIDENCE.

Pretender site visit will be held on 30th March 2026 11:00 am

Submission Date: 27/03/2026

QUOTATION NUMBER: CPF/03/2026

CLOSING DATE: 3rd April 2026

All correspondence to:
Chief Executive Officer
CPF Financial services
P.O. Box 28938-00200, Nairobi, Kenya
Tel : +254 111 114 000
E-Mail :Procurement@cpf.or.ke

Public Procurement and Asset Disposal Act 2015

TABLE OF CONTENTS

COVER PAGE 1

TABLE OF CONTENTS 2

INVITATION TO QUOTATION 3

PART 1: INSTRUCTIONS TO TENDERERS 4

QUOTATION AND QUALIFICATION DOCUMENTS 6

i. FORM OF TENDER 7

ii. SCHEDULE OF REQUIREMENTS TABLE 8

iii. FORM FOR DISCLOSURE OF INTEREST..... 9

iv. CERTIFICATION 10

v. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION11

vi. SELF DECLARATION FORM 12

PART 2: SCHEDULE OF REQUIREMENTS 13

TECHNICAL SPECIFICATIONS FOR SERVICES 14

TABLE B. SCHEDULE OF REQUIREMENTS TABLE 14

PART 3: CONTRACT 15

CONTRACT AGREEMENT 15

CONDITIONS OF CONTRACT 16

PART 4: EVALUATION CRITERIA 17

MANDATORY REQUIREMENT 17

TECHNICAL EVALUATION CRITERIA 18

INVITATION FOR QUOTATION

To: Bidder name

From: CPF Financial Services, P.O. Box 28938-00200, Nairobi, Kenya, Tel: +254 111 114 000,

Proposed Prepaid Water Metering System for Freedom Heights Residence/*CPF/03/2026*

1. The **CPF Financial services** invites you to submit bids for **Proposed Prepaid Water Metering System for Freedom Heights Residence** as indicated in detail in "Table A. Schedule of Requirements and Specifications". The RFQ shall follow the instructions and documents in this quotation shall be in English Language. Tenderers may obtain further information during office hours from ***0800 to 1700 hours*** at the address given below.

2. The quotation shall be submitted in accordance with the instruction in Part 1: The quotation Procedures and in a sealed envelope clearly indicating name and address of tenderer, the quotation name and title must reach the Procuring Entity at the address indicated below not later than ***3rd April 2026*** *at* ***11:00am*** *local time*. The quotation can be delivered by registered mail, courier, or hand delivery at the tender's option. Late quotations shall be rejected.

3. Enquiries regarding this tender may be addressed to ***Chief Executive Officer, CPF Financial Services, CPF House, Haile Selassie Avenue, Nairobi, Kenya,*** any resulting contract shall be subject to the terms and conditions detailed in Part 3: Contract.

4. Please inform by email or express mail the undersigned within ***2 days*** of receipt of this Invitation to quotation if you will not be submitting the quotation.

Address for Submission of Tender:

Chief Executive Officer
CPF Financial Services
P.O. Box 28938-00200, Nairobi, Kenya
Physical Address: CPF House, Haile Selassie Avenue, Nairobi, Kenya
E-Mail: Procurement@cpf.or.ke

Yours sincerely,

_____

Group Head Procurement
For: Chief Executive Officer

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 document. The standard forms in this Invitation to quotation 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 bid. The term of quotation herein shall mean the bids submitted as usually understood in public procurement.

2. **Validity of Tender**: The quotation will be held valid for **120 days** from the date of submission.

3. **The quotation shall consist of** completed Tables A, B and C and the Form of tender all indicated in Part 2 of this Invitation to quotation, and documents to evidence Eligibility and Conformity to Technical Specifications.

4. **Sealing and marking of bid**: Tender in one **"one original"** should be sealed in a single envelope, clearly marked with the **quotation Number** in the Invitation to quotation, 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 quotation:** Quotation submission is allowed as per Item 11 below, and 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 Tender.

   Chief Executive Officer
   CPF Financial Services
   P.O. Box 28938-00200, Nairobi, Kenya
   Physical Address: CPF House, Haile Selassie Avenue, Nairobi, Kenya
   E-Mail: Procurement@cpf.or.ke

   Date of submission (deadline): **3rd April 2026**

   Time of Submission (deadline): **11.00 a.m. Local time.**

6. **Opening of quotation**: Quotation will be opened immediately after the closing date and time specified in item 5 (4) above, by at least four 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) **Certificate of Company registration**
   b) **Valid tax compliance certificate**
   c) **CR12 Certificate or list of directors & shareholding not older than 6months**
   d) **Corruption declaration statement**
   e) **Valid NCA 7 and above certificate and license in water works**
   f) **Valid trading License**

1. **Invitation not transferable**: This invitation is not transferable to other firms or individuals not so invited.

2. **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

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

a) **Attach three LPOs with recommendation letters of previous similar works**
b) **Attach Certificate and CV of the site supervisor- (Degree in Building and construction or construction related field)**
c) **Attach certificates and CVs of two technical personnel (Diploma in building and construction or any building and construction related field.)**
d) **Attach a list of equipment's to be used.**
e) **Attach a Gantt chart showing the work deliverables.**

4. **Alternative Quotation:** Tenderers **are not permitted** to submit alternative quotation for goods/alternative technical solutions for specified parts of the Services. Only the alternatives, if any, of the Tenderer with the winning tender will be conforming to the basic technical requirements shall be considered by the Procuring Entity.

5. **Currency:** Quotation shall be priced in Kenya Shillings. Tender in other currencies will be rejected if not allowed.

6. **Evaluation of Quotation**: The evaluation of quotation will be conducted using the procedure set out below:

   i) Preliminary examination to determine Tenderer eligibility:

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

   iii) Financial comparison of tender to determine the lowest evaluated tender.

7. **Lowest Evaluated Tender:** The lowest evaluated quotation shall be recommended for award of contract.

8. **Award of contract:** Award of contract shall be by placement of a Letter of Acceptance or Local Purchase/Service 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 tenderer.

9. **Right to Reject**: The Procuring Entity reserves the right to accept or reject any tender or to cancel the tender process and reject all tender at any time prior to contract award.

QUOTATION AND QUALIFICATION DOCUMENTS

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

(i) SCHEDULE OF REQUIREMENTS TABLE
(ii) FORM FOR DISCLOSURE OF INTEREST
(ii) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION
(iii) SELF-DECLARATION FORM

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

Tender Addressed to *(Procuring Entity)*	**CPF FINANCIAL SERVICES**
Date of Quotation	**24/03/2026**
Quotation Reference Number:	**CPF/3/2026**
Subject of Quotation	**Proposed Prepaid Water Metering System for Freedom Heights Residence**

1. We have examined and have no reservations to the quotation document and understand its full content and intent.
2. In compliance with your quotation dated **1/04/2026**, referenced above, we offer to provide **Quotation for the Proposed Prepaid Water Metering System for Freedom Heights Residence** to cover and confirm our pricing listed in the attached in Table B. Quotation Submission TABLE at a total price of **……..**
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 (services to be provided) conform to the SCHEDULE OF REQUIREMENTS TABLE below and in conformity with technical specifications listed in PART 2: SCHEDULE OF REQUIREMENTS of this quotation 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 to any other Tender as an individual or firm, and we are not participating in any other Tender 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 Tender 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: **……..** from date of acceptance of tender.
The warranty period offered is **……**

Tender Authorized by:
Name:..... Designation:.....

Signature:

Telephone : ..... Address: .....

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

i) Are there any person/persons in ***CPF Financial Services*** who has/have an interest or relationship in this firm? **NO**

If yes, provide details as follows.

	Names of Person	Designation in the Procuring Entity	Interest or Relationship with Tenderer
1	None	N/A	N/A
2	None	N/A	N/A
3	None	N/A	N/A

ii) Conflict of interest disclosure

	Type of Conflict	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, work, 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 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: **Director**

Telephone……..

Signature……..…..

Date: .....

iii) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of tender to the Kenya National Innovation Agency for: **Quotation for the Proposed Prepaid Water Metering System for Freedom Heights Residence, CPF/03/2026** in response to the request for tenders made by: **CPF Financial services** do hereby make the following statements that I certify to be true and complete in every respect:
I certify, on behalf of (**bidder name).....**
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 tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the tender, 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 tender in response to this invitation to tender;
   b) could potentially submit a tender in response to this restricted tender 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 tender 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 tender, 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. 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 formulas used to calculate prices;
   c) the intention or decision to submit, or not to submit, a tender; or
   d) the submission of a tender which does not meet the specifications of the restricted tender; 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 restricted tender 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 tender 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: ***Director name*****.....** Title: ***Director***

Date: **.....**

Telephone.....

Signature of authorized agent of Tenderer: .....

ii) SELF-DECLARATION FORM

We, the Tenderer…….. submitting our tender in respect of Quotation No. **CPF /03/2026**, for **Proposed Prepaid Water Metering System for Freedom Heights Residence,** for **CPF Financial Services**

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 restricted tender:

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 Quotation for the above tender;
   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;
b) have not offered/will not offer any inducement to any member of the board, management, staff and/or employees and/or agents of **CPF Financial Services** ;
c) have not engaged/will not engage in any collusive or corrosive practice with other tenderers participating in the subject tender;
d) have not been sanctioned or debarred by any entity from participation in public procurement proceedings of Kenya.

What is opened 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 Tender on behalf of the Tenderer: **……...**

Title of the person signing the tender: **DIRECTOR**

Signature of the person named above: ……

Date: **……**

Telephone……

PART 2: SCHEDULE OF REQUIREMENTS

TABLE A. SCHEDULE OF REQUIREMENTS TABLE

(Schedule of Requirements and Technical Specifications and tenderer should complete columns c-e)

S/No	Items	Description of Services	Qty	Unit Kshs.	Total cost Kshs. (Inclusive of VAT)
1	1	**Proposed Prepaid Water Metering System for Freedom Heights Residence**	As per the BOQs'		
2					
3					

PREPAID WATER METERING SYSTEM

System Overview

The Prepaid Water Metering System is a comprehensive solution designed to provide efficient water usage management for residential, commercial, and utility applications. The system enables prepaid water consumption through secure token-based transactions and supports both manual and automated recharge options.

The solution consists of high-quality smart prepaid water meters with integrated electronic valve control and a web-based vending platform for water credit generation and management. The recharge process is facilitated through secure tokens delivered via SMS, mobile applications, or other digital platforms. Automated recharge is achievable through the integration of a Data Concentrator Unit (DCU), enabling wireless communication between the metering devices and the central system.

The system enforces prepayment for water services and provides real-time or near-time information on water usage and purchases. This enables effective management, promotes water conservation, reduces non-revenue water losses, and improves overall operational efficiency.

System Architecture

The system comprises the following components:

- Prepaid water meters (split-type or integrated keypad type)
- Customer Interface Unit (CIU) for token input and user interaction
- Web-based vending and management platform
- Payment integration with mobile and digital platforms
- Optional Data Concentrator Unit (DCU) for automated communication

System Operation

1. The user purchases water credit via mobile payment or authorized vending channels.
2. A secure token is generated and delivered via SMS or mobile application.
3. The user inputs the token using the CIU or directly on the meter.
4. The meter validates the token and updates the available credit.
5. Water supply is enabled based on the available credit balance.

For automated systems, the DCU facilitates remote communication, allowing automatic recharge without manual token entry.

Key Features

- Prepayment-based water usage control
- Secure token-based recharge system
- Real-time or near real-time monitoring
- Integrated electronic valve control
- Anti-tamper protection with automatic shut-off
- Web-based monitoring, reporting, and management
- Mobile payment integration
- Support for both manual and automated recharge

Technical Features

- STS-compliant prepaid water metering system
- High-precision multi-jet dry dial meters
- Durable composite or equivalent material construction
- Integrated or split Customer Interface Unit (CIU) options
- Anti-tamper and anti-magnetic interference mechanisms
- Replaceable battery with lifespan of up to 7 years
- Wireless communication capability (where applicable)

Benefits

- Improved efficiency of revenue collection
- Reduction of non-revenue water losses
- Enhanced accountability and monitoring of water usage
- Reduced operational and administrative costs

- Improved service delivery and system performance

Performance Data

Size: 15 mm (½"), 20 mm (¾"), 25 mm (1")

Rated Flow (m^3/hr):

- 15 mm: 2.5
- 20 mm: 4
- 25 mm: 6.3

Maximum Flow (m^3/hr):

- 15 mm: 3
- 20 mm: 5
- 25 mm: 7

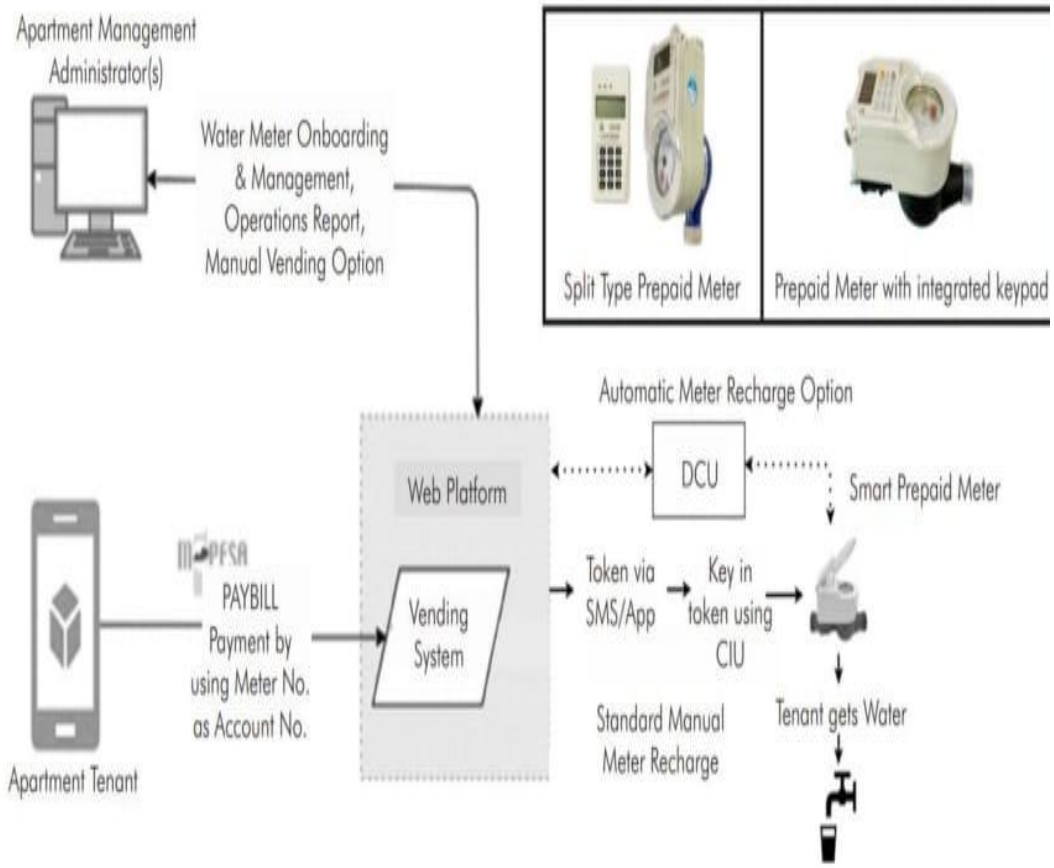
Minimum Flow (l/hr):

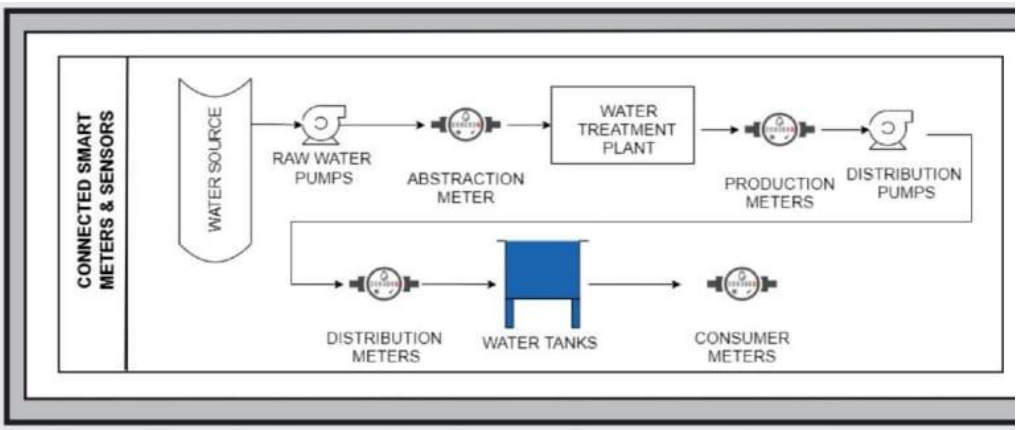
- 15 mm: 25
- 20 mm: 40
- 25 mm: 63

Pressure Rating: 16 Bar
Pressure Loss at Maximum Flow: 0.6 Bar
Maximum Operating Temperature: 50°C
Accuracy Class: R100
Maximum Reading: 99,999.9999 m^3

Compliance
The system shall comply with applicable international and local standards, including:

- ISO 4064 – Water meter measurement standards
- OIML R49 – Water meter performance requirements
- STS – Standard Transfer Specification for prepaid systems
- Applicable Kenyan standards (KEBS)


Apartment Management Administrator(s)
Water Meter Onboarding & Management, Operations Report, Manual Vending Option
Split Type Prepaid Meter
Prepaid Meter with integrated keypad
Automatic Meter Recharge Option
Web Platform
DCU
Smart Prepaid Meter
PAYBILL
Payment by using Meter No. as Account No.
Vending System
Token via SMS/App
Key in token using CIU
Standard Manual Meter Recharge
Tenant gets Water
Apartment Tenant



Dayliff Smart Water Metering is an advanced metering solution consisting of connected water meters and a platform allowing remote monitoring and control of water supply particularly for water service providers (WS commercial applications. The end-to-end solution enables digitizing of water network using wireless technologies for re communication between water meters and a secure web platform accessible to WSPs. By providing accurate information about a water system more frequently at a much lower cost, the solution enhances water conservatio delivers important benefits to WSPs such as enhanced revenue collection, leakage elimination, lower operational costs improved efficiencies.

Smart Water Meters

High precision and reliable smart water meters are supplied with integral wireless communication interfaces such as NB IoT, Sigfox or GPRS. Communication module selection is dependent on technical suitability and network availa Water meters sizes available range from DN15 to DN40 for multi jet type and DN15 to DN300 for ultrasonic type. Op integrated control valve can be supplied with meter for automatic shutoff particularly required in consumer prepay or po arrangements.

Water Meter Management Platform

At the heart of the system is a Software as a Service (SaaS) web platform for managing water meters, analysis, and repo Data sent from various meters is received, interpreted, stored and displayed on dashboards accessible via the internet.

Water pumps, pipe pressure sensors and water quality instruments in a water network can also be connected and moni in real time. The dashboards feature key performance indicators, real time consumption analysis and reports for the network. The web platform also includes an option to receive notifications of configured water network anomalies via or SMS. The platform is accessible via Android and IoS mobile applications.

Optional features available include mobile payment integration for prepaid/postpay water purchase by WSP's consume a mobile phone app. Also, the platform has an Application Programming Interface (API) for secure connection from party systems .

BILL OF QUANTITIES

No.	Item Description	Qty	Rate (KES)	Amount (KES)
1	Prepaid DN15 (½") R100 Water Meter, Plastic, Dry Dial, Split Type (SUPPLY FIX INCLUDING CIVIL AND MECHANICAL WORKS)	255		
2	Meter Onboarding & Commissioning	255		
3	Vending Service Annual Fee per Prepaid Water Meter	255		
4	Allow for preliminaries, statutory approvals, safety gear and compliance	Item		
	ALL RATES MUST BE VAT INCLUSIVE.			
	TOTAL			

Please note: The quotation should be per month inclusive of VAT

Signature:

Seal/Stamp……

Name: **……..**

Position: **……..**

Telephone……

Andress ……

Authorised for and on behalf of (***specify name of tenderer/Bidder***):

……..…

Date: **……..**

PART 3: 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 TECHNICA SPECIFICATIONS
   (b) Table B. TENDER SUBMISSION TABLE
   (c) FORM OF TENDER
   (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 service provider in consideration of the provision of the services 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 Service 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 Service 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 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 shall supply all the Goods included in the Schedule of Requirements.

7. Contract Price
Prices charged by the Supplier under the Contract shall not vary from the prices quoted by the Supplier in its tender.

8. Terms of Payment
The Contract Price shall be paid One hundred (100) percent of the Contract Price as -

(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 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 specification.

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.