LAPTRUST | IMARA I-REIT

RFQ FOR SUPPLY, DELIVERY AND INSTALLATION OF VOLTAGE STABILIZERS FOR FREEDOM HEIGHTS SERVICE PLOT. LPS/RFQ/06/2026

JULY 2026

QUOTATION NUMBER: LPS/RFQ/06/2026

NOTICE DATE: 2nd July 2026.

CLOSING DATE: 10th July 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

CPF Group Procurement Policy

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: LASER P.O. Box 28938-00200, Nairobi, Kenya, Tel: +254 111 114 000,

RFQ for supply, delivery and installation of voltage stabilizers for Freedom Heights Service Plot. ***LPS/RFQ/06/2026***

1. Laser Property Services *invites* you to submit bids for **RFQ for supply, delivery and installation of voltage stabilizers for Freedom Heights Service Plot. LPS/RFQ/06/2026** 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 ***10/07/2026*** *at* ***11.00 a.m. local time***. Tender opening will begin at ***11:30 a.m.***

   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): **Friday 10th July 2026**

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

Time of Tender Opening: **11.30am. 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 Incorporation/Registration.**
   b) **Valid Business Permit.**
   c) **Valid Tax Compliance Certificate.**
   d) **CR12 Certificate or list of directors & shareholding not older than 6months.**
   e) **Self-declaration Form duly filled and signed.**

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 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.

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

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

    a) **Certificate of Incorporation/Registration.**
    b) **Valid Business Permit.**
    c) **Valid Tax Compliance Certificate.**
    d) **CR12 Certificate or list of directors & shareholding not older than 6months.**
    e) **Form of self-declaration duly filled and signed.**
    f) **Attach NCA 5 and above certificate and practicing license in electrical works (To be verified in NCA portal.)**
    g) **Attach EPRA registration certificate.**
    h) **Attach 3 LPO's/Award letters/contract of previous related works.**
    i) **Attach 3 recommendation letters.**

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

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

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 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)*.	**LASER PROPERTY SERVICES**
Date of Quotation	**10/06/2026.**
Quotation Reference Number:	***LPS/RFQ/06/2026.***
Subject of Quotation	**RFQ for supply, delivery and installation of voltage stabilizers for Freedom Heights Service Plot. *LPS/RFQ/06/2026***

1. We have examined and have no reservations for the quotation document and understand its full content and intent.
2. In compliance with your quotation dated **10/06/2026**, referenced above, we offer to provide **RFQ for supply, delivery and installation of voltage stabilizers for Freedom Heights Service Plot. LPS/RFQ/06/2026** to cover and confirm our pricing listed in the attached in Table B. Quotation Submission TABLE at a total price of **Kshs**……
   ……
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 CPF group procurement policy.
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: ……**days** from date of acceptance of tender.
The warranty period offered is **……**

Tender Authorized by: …… ***(Bidder name)***

Name: …… **Designation:** ……..

Signature: ……..

Telephone: …….. **Address:** ……

FORM FOR DISCLOSURE OF INTEREST –

i) Interest of the Firm in the Procuring Entity

Are there any person/persons in ***Laser Property Services*** who has/have an interest or relationship in this firm? **……**

If yes, provide details as follows.

	Names of Person	**Designation in the Procuring Entity**	**Interest or Relationship with Tenderer**

i) 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: ……..

Telephone……..

Signature……..…

Date: ……...

ii) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of tender to the LASER for **RFQ for supply, delivery and installation of voltage stabilizers for Freedom Heights Service Plot. LPS/RFQ/06/2026** in response to the request for tenders made by LASER I 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: …… Title: ……

Date: ……

Telephone……..……..

Signature of authorized agent of Tenderer: ……..

ii) SELF-DECLARATION FORM.

We, the Tenderer (***Bidder name)*** **……** submitting our tender in respect of Quotation No. ***LPS/RFQ/06/2026***, for **RFQ for supply, delivery and installation of voltage stabilizers for Freedom Heights Service Plot. LPS/RFQ/06/2026**

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 CPF Group procurent Policy.
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 Group.
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: ……..

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).

RFQ for supply, delivery and installation of voltage stabilizers for Freedom Heights. LPS/RFQ/06/2026

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE (KES)	AMOUNT (KES)
1.	**RFQ for supply, delivery and installation of voltage stabilizers for Freedom Heights Service Plot.** ***LPS/RFQ/06/2026***	1	1		
TOTAL (VAT Inclusive)					

TERMS OF REFERENCE (TOR)

FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF AUTOMATIC VOLTAGE REGULATOR (AVR) STABILIZER SYSTEMS

PROJECT: FREEDOM HEIGHTS PROPERTY – ELECTRICAL POWER QUALITY ENHANCEMENT

LOCATION: ALONG LANGATA ROAD

EMPLOYER: LAPTRUST

1.0 INTRODUCTION

The Employer hereby invites qualified, experienced, and competent Electrical Contractors to submit competitive bids for the **supply, installation, testing, and commissioning of Automatic Voltage Regulator (AVR) stabilizer systems** at Freedom Heights Property.

The development comprises:

- A **four (4) floor commercial mall with basement**
- A dedicated **service yard hosting transformers and generator sets**
- **Nine (9) residential apartment blocks of seven (7) floors each**

The electrical infrastructure serves mixed-use high-demand loads requiring **stable, regulated, and conditioned voltage supply** to ensure equipment protection, system reliability, and operational continuity.

2.0 PROJECT OBJECTIVE

The primary objective of this contract is to:

- Provide **stable and regulated voltage supply** across critical loads
- Protect sensitive electrical and electronic equipment from voltage fluctuations
- Improve overall **power quality, system reliability, and operational efficiency**
- Ensure seamless integration with existing **generator and transformer infrastructure**

- Achieving compliance with international electrical engineering standards

3.0 SCOPE OF WORKS

The Contractor shall be responsible for **full turnkey execution**, including supply, installation, integration, testing, commissioning, and certification of the AVR stabilizer system.

3.1 Supply of Equipment

Supply of the following:

- **Two (2) No. Automatic Voltage Regulator (AVR) Stabilizer Units**
  - Rated capacity: **1000 kVA each**
  - Type: Servo-controlled / electronic high-performance AVR (or equivalent approved technology)
  - Voltage regulation accuracy: ±1% (minimum)
  - Response time: fast dynamic correction suitable for fluctuating loads
  - Continuous duty industrial grade design
- **Two (2) No. 1600A Bypass Panel Systems**
  - Manual and/or automatic maintenance bypass configuration
  - Heavy-duty copper busbar construction
  - Interlocked switching arrangement to prevent backfeed
  - Mechanical and electrical interlocking system
- All associated manufacturer-standard accessories including:
  - Control and monitoring modules
  - Voltage sensing transformers
  - Protection relays
  - Surge suppression devices
  - Indication and metering systems

All equipment shall be **new, factory tested, and compliant with IEC standards or equivalent international standards**.

3.2 INSTALLATION WORKS

The Contractor shall carry out full site installation works including but not limited to:

(a) Preliminaries and Site Preparation

- Site survey and verification of installation points
- Coordination with existing transformers and generator systems
- Preparation of installation drawings and method statements
- Mobilization of tools, lifting equipment, and manpower

(b) Mechanical and Electrical Installation

- Positioning and fixing of AVR stabilizer units on prepared bases.
- Installation of **1600A bypass panel systems.**
- Proper alignment and mechanical securing of equipment.
- Installation of earthing and bonding connections.

(c) Power Cable Installation

- Supply and termination of **500 sqmm single-core power cables.**
- Cable laying through approved routes (tray, trench, or conduit systems).
- Proper cable glanding and termination using approved kits.
- Phase identification and labeling.

(d) Bypass Integration

- Integration of AVR systems with bypass panels.
- Provision of **manual maintenance bypass and isolation capability**.
- Ensuring seamless transfer between stabilized and bypass modes.
- Interlocking to prevent unsafe switching operations.

3.3 SYSTEM INTEGRATION

- Integration with existing **transformers and generator systems**
- Coordination with existing LT switchboards and distribution networks.
- Ensuring correct phase sequencing and load balancing.
- Compatibility verification with existing protection systems.

3.4 TESTING AND COMMISSIONING

The Contractor shall undertake full testing and commissioning in accordance with IEC standards and manufacturer guidelines.

Pre-Commissioning Tests:

- Insulation Resistance (IR) testing.
- Continuity testing of all power circuits.
- Earth resistance testing.
- Verification of phase sequence and polarity.

Functional Testing:

- AVR automatic regulation response test.
- Voltage fluctuation simulation and correction response.
- Load transfer between AVR and bypass mode.
- Monitoring system validation.

Load Testing:

- Full load performance testing at rated 1000 kVA capacity.
- Thermal stability and overheating checks.
- Harmonic and voltage distortion checks (if applicable).

Final Commissioning:

- System energization under supervision of Engineer.
- Final functional acceptance testing.
- Provision of commissioning reports and test certificates.

3.5 CERTIFICATION AND HANDOVER

The Contractor shall provide:

- Full commissioning reports
- Factory and site test certificates
- As-built electrical schematics (SLD updates included)
- Operation and Maintenance (O&M) manuals
- Manufacturer warranties
- Final system performance certification

4.0 TECHNICAL SPECIFICATIONS

4.1 AVR Stabilizer Units

- Rated Capacity: 1000 kVA each
- Voltage regulation accuracy: ±1% or better
- Input voltage range: ±15% (minimum or as system requires)
- Efficiency: ≥ 95%
- Overload capacity: 110% minimum for 1 hour
- Cooling: Forced air-cooling system
- Protection: Overvoltage, undervoltage, overload, short circuit, phase failure

4.2 Bypass Panels (1600A)

- Rated current: 1600A continuous duty
- Copper busbar system (electrolytic grade)
- Break-before-make or interlocked make-before-brake system (as designed)
- IP rating suitable for indoor electrical room installation
- Mechanical and electrical interlocking

4.3 Power Cables

- 500 sqmm single-core copper conductor
- XLPE insulation, 0.6/1kV rating
- Flame retardant, low smoke (FRLS/LSZH preferred)
- Armoured or unarmoured as per installation environment
- Proper derating factors applied

5.0 ELECTRICAL STANDARDS AND COMPLIANCE

All works shall comply with the latest editions of:

- IEC 60146 / IEC 61000 (Power quality where applicable)
- IEC 61439 (Switchgear assemblies)
- IEC 60364 (Electrical installations)
- IEEE standards for power systems
- Local utility authority regulations
- Manufacturer installation standards

Where conflicts occur, the most stringent requirement shall prevail.

6.0 CONTRACTOR RESPONSIBILITIES

The Contractor shall be fully responsible for:

- Supply of all materials, equipment, and consumables
- Transportation, unloading, and safe storage on site
- Installation and commissioning of all systems
- Coordination with other electrical and civil works
- Provision of skilled and certified manpower
- Compliance with HSE requirements
- Protection of installed systems until final handover

7.0 QUALITY ASSURANCE AND CONTROL (QA/QC)

- Submission of method statements and inspection test plans (ITPs)
- Factory Acceptance Test (FAT) certificates
- Site Acceptance Test (SAT) reports
- Calibration certificates for testing equipment
- Compliance with approved material submittals

8.0 HEALTH, SAFETY AND ENVIRONMENT (HSE)

The Contractor shall:

- Implement a site-specific HSE plan
- Ensure all electrical works are executed under safe isolation (LOTO procedures)
- Provide PPE to all personnel
- Conduct toolbox talks and risk assessments
- Ensure safe working practices for high-voltage equipment

9.0 PROGRAMME OF WORKS

- Contractor shall submit a detailed work schedule (Gantt/CPM)
- Mobilization shall commence immediately upon award
- Progress reporting: weekly and monthly

- Any delays shall be mitigated with recovery programs

10.0 BIDDER QUALIFICATION REQUIREMENTS

Bidders must demonstrate:

- Proven experience in installation of high-capacity AVR or similar systems
- Minimum 5–10 years electrical contracting experience
- Qualified electrical engineers and technicians
- Valid contractor registration/license
- Financial capacity to execute the work
- Evidence of similar completed projects

11.0 DEFECTS LIABILITY AND WARRANTY

- Defects Liability Period: Minimum 12 months
- Full system warranty covering equipment and workmanship
- Manufacturer warranty shall be transferred to Employer
- Contractor responsible for all defects within DLP period.

Signature: ……

Seal/Stamp: ……

Name: ……

Position: ……

Telephone……

E-mail……..

Address ……..……

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 CPF Group procurement policy, 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 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.

B: TECHNICAL EVALUATON CRITERIA (Total Points ….)

The total **Marks allocated …** with a pass mark of **(……)**

S/N	Criterion	Total Marks	Marks Earned
1.	**N/A**	**N/A**	**N/A**
2.	**N/A**	**N/A**	**N/A**
TOTAL		**N/A**	**N/A**