dbk Development Bank of Kenya Ltd

REQUEST FOR QUOTATIONS

FOR

PROVISION OF STAFF IDENTIFICATION BADGES

TENDER NO. DBK/RFQ/049/2024

RELEASE DATE: November 20, 2024

CLOSING DATE: 27th November 2024 at 1000hrs



Development Bank of Kenya Limited, Finance House, 16th Floor, Loita Street, P.O. Box 30483-00100, Nairobi, Kenya.

REQUEST FOR QUOTATIONS FOR PROVISION OF STAFF IDENTIFICATION BADGES -TENDER NUMBER: DBK/RFQ/049/2024

Quotation Addressed to	CHIEF EXECUTIVE OFFICER
	DEVELOPMENT BANK OF KENYA
Date of Quotation	November 20, 2024
Closing Date	1200hrs on Wednesday, 27 th November 2024
Contact Email:	procurement@devbank.com
Notes To Suppliers	Invited bidders are expected to inform the Bank by way of
	email to <u>procurement@devbank.com</u> in the event they have no
	intention to bid.
Submission Address:	Drop-Off sealed envelopes at the Tender Box located at the
	reception, 16th Floor, Finance House, Loita Street.

REQUEST FOR QUOTATIONS (RFQ)

To: <u>ALL INVITED VENDORS</u>

FROM:

Development Bank of Kenya Limited, Finance House, 16th Floor, Loita Street, P.O. Box 30483-00100, Nairobi, Kenya.

RE: REQUEST FOR QUOTATIONS FOR PROVISION OF STAFF IDENTIFICATION BADGES -TENDER NUMBER: DBK/RFQ/049/2024

- 1. The Development Bank of Kenya Limited invites you to submit quotations for staff identification badges as indicated in detail in "Table A. Schedule of Requirements and Specifications".
- 2. The quotation shall follow the instructions and documents in this RFQ document and be in English.
- 3. Tenderers may obtain further information during office hours between 0900 to 1500 at the address below.
- 4. Quotations shall be submitted in accordance with the instruction in Part 1: Quotation Procedures and in a sealed envelope clearly indicating the name and address of the tenderer, the quotation name, and title and must reach the Procuring Entity at the address indicated below not later than *November 27, 2024*.
- 5. Quotations can be delivered by registered mail, courier, or hand delivery at the tenderer's option.
- 6. Late quotations shall be rejected.
- 7. Enquiries regarding this quotation may be addressed to procurement through the Email: procurement@devbank.com
- $8. \qquad \text{Any resulting contract shall be subject to the terms and conditions detailed in Part 3: Contract.} \\$
- 9. Please inform by email or express mail the undersigned within <u>24 hours</u> of receipt of this RFQ if you will not be submitting a quotation.

Address for Submission of Quotations.

1) Na	ame of Procuring Entity Development Bank of Kenya
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- 2) Mailing Address: (P.O. Box 30483-00100, Nairobi, Kenya (Attention-Procurement).
- 3) Physical address (Finance House, 16th Floor, Loita Street)
- 4) <u>Drop-Off</u>: Drop sealed envelopes at the Tender Box located at the reception on 16th Floor, Finance House

Yours sincerely,	
 Johnson Kiniti	
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. The standard forms in this RFQ may be photocopied for completion, but the Tenderer is responsible for their accurate reproduction. The <u>term Tenderer</u> shall mean the firm or person invited to submit a quotation. The <u>term Quotation</u> herein shall mean the quotation submitted as usually understood in public procurement.
- 2. **Validity of Quotations**: The quotation will be held valid for <u>60</u> 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 above on or before the date and time indicated. All sealed bids must be received by **the** due date and time to be considered for this solicitation. Bids received after the bid opening date and time will be returned to the sender unopened and will not be considered under any circumstances.

Date of Submission (deadline): Wednesday, November 27, 2024

Time of Submission (deadline): 1200hrs (Kenya time).

- 6. Late quotations will be rejected.
- 7. **Opening of Quotations**: Quotations will be opened immediately after the closing date and time specified in item 5 above by at least three appointed officials of the Bank.
- 8. **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 or incorporation
 - ii. Form CR12 or Equivalent
 - iii. Valid tax compliance certificate.
 - iv. AGPO Certificate (where applicable).
 - v. Samples and Artwork for products offered
 - vi. The Tenderer shall also complete the attached forms to confirm eligibility and non-existence of a conflict of interest in relation to this procurement requirement by signing the attached Forms.
- 9. **Invitation not transferable:** This invitation is not transferable to other firms or individuals not so invited.
- 10. **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.
- 11. **Technical Specifications:** Documentary evidence to show that the goods meet the technical specifications.
- 12. **Alternative Quotations:** Tenderers **are permitted** to submit alternative quotations for goods/alternative technical solutions for specified parts of the 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.
- 13. **Currency:** Quotations shall be priced in Kenya Shillings. Quotations in other currencies will be rejected if not allowed. The Procuring Entity shall allow quotations in foreign currency.
- 14. **Evaluation of Quotations**: The evaluation of quotations will be conducted using the procedure set out below:
 - i) Preliminary examination to determine Tenderer eligibility:
 - Certificate of registration or incorporation
 - Form CR12 or Equivalent
 - Valid tax compliance certificate.
 - AGPO Certificate (where applicable).
 - Samples and Artwork for products offered
 - The Tenderer shall also complete the attached forms to confirm eligibility and non-existence of a conflict of interest in relation to this procurement requirement by signing the attached Forms.
 - ii) Technical examination to determine goods eligibility, compliance with technical specifications, and commercial responsiveness.

Note:

a. Bids that fail in the Preliminary evaluation shall not proceed to Technical Evaluation

Commercial-In-Confidence

- b. Bids will be evaluated on their responses to the conformity with the minimum requirements as described in the Schedule of Requirements and the documentation availed on the offered products.
- c. Quotations failing this stage will be rejected and not considered in the next stage.
- iii) Financial comparison of quotations to determine the lowest evaluated quotation. In case foreign currency is allowed, for comparison purposes only, foreign currency quotations will be converted to Kenya shillings using the exchange rates published by the Central Bank of Kenya on the day of submission of quotations.

15. **Lowest Evaluated Quotation:**

- 1) The lowest evaluated quotation shall be recommended for award of contract.
- 2) Award of contract shall be by the placement of a Letter of Acceptance or Local Purchase Order in accordance with Part 3: Contract.
- 3) The currency of award and payment shall be currency in which the quotation was submitted.
- 4) Unsuccessful tenderers who responded will be notified of the accepted quotation, indicating the name and the amount of the accepted quotation.
- 5) The Bank reserves the right to reject any and all bids and reserves the right to waive and/or reject a bid for any of the following reasons: informalities, nonconforming, non-responsive or conditional bids, bids showing any alterations of form or erasures or Irregularities of any kind, additional information not requested, incomplete bids, or bids not conforming with the instructions in any way.
- 6) In the case of tied or identical bids, the Bank reserves the right to award the bid based on additional criteria.
- 7) The bidder that meets the specifications and submits the lowest overall bid price will be awarded the bid by DBK, assuming the bid is determined to be complete and in compliance with the bid requirements. DBK has the right to delete terms or options from the bid contract documents and reserves the right to reject any and all bids and to waive irregularities in said bids. DBK may make multiple awards based on bid prices and corresponding items. The following is a non-inclusive list of criteria that may be used in award of the bid:
 - a) Unit cost of the product
 - b) Product specifications/ Scope of Services
 - c) Warranties or standards of quality
 - d) Capabilities to deliver product per delivery schedules.
- 16. 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

- (i) SCHEDULEOFREQUIREMENTSTABLE
- (ii) FORMFORDISCLOSUREOFINTEREST
- (iii) CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION
- (iv) **SELF-DECLARATION FORM**

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Quotation Addressed to (Procuring Entity)		
Date of Quotation		
Quotation Reference Number:		
Subject of Quotation		
We have examined and have no reservatio content and intent. In compliance with your request for quota Supply goods to cover and conform to our particles.	tions date November 20, 2024 referen ricing listed in the attached in Table B ar	nced above, we offer to
OR in Foreign Currency (<i>if allowed</i>), Currence And that that the prices remain valid for 60	yamount(inwords)
We confirm that we are eligible to participa INSTRUCTIONSTOTENDERERS.	te in public procurement and meet the e	eligibility criteria specified in P
We also confirm that the goods to be supported and in conformity with technical specifical Document.		
We undertake to adhere by the Code of Eth available from www.devbank.com during t		
We confirm that the prices quoted are fixed contract and will not be subject to revision o		eriod and performance of the
The validity period of our quotation is:deadline(numbertobesameasintheinstru		and date of the submission
We confirm we are not submitting any other any other Quotation as a Joint Venture members.		we are not participating in
We, along with any of our subcontractors, s	uppliers, Engineer, manufacturers, or se	ervice providers for any part of

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.

Government of Kenya, or any international organization.

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

We hereby certify and confirm that the Quotation is genuine, non-collusive and made with the intention of 11. accepting the contract if awarded. To this effect we have signed the "Certificate of Independent Quotation Determination" attached below.

Commercial-In-Confidence

12.	We, the Tenderer, have completed fully and firm in the Procuring Entity, attached below.	signed the FO	RM FOR DISCLOSURE OF INTEREST- interest of the
	The Delivery/Completion periodoffered is:_warrantyperiodoffered is		days from date of acceptance of Quotation. The
	Quotation Authorized by:		
	Name and designation		
	Signature:		

i) SCHEDULE OF REQUIREMENTSTABLE

REQUISITION No. RFQ DBK/RFQ/049/2024

Kindly send us a quotation for the following items. Prices shall remain valid for the 60 days and shall be inclusive of all costs and taxes.

	ITEM	UNIT PRICE	AMOUNT	PARTICULARS
1.	Design and Print Staff Identification			
	Badges			
2.	Reprinting of lost card			

NOTE.

- 1. To be considered for this tender, all sealed bids must be received by due date and time. Bids received after bid opening date and time will not be considered under any circumstances.
- 2. Unit Price: include everything INCLUSIVE of taxes.
- 3. The Bank reserves the right to order additional quantities/scope than stated as approximate amounts after initial award based on Vendor's willingness to hold their bid price and mutually agreed-upon quantities and delivery dates.
- 4. Awarded bidder's Form of Quotation and price sheet, as accepted by the Bank, will be incorporated as part of the purchase order or contract.
- 5. Seller warrants that all articles will conform to applicable specifications, descriptions, and samples, and will be merchantable, of good workmanship and material and free from defect. Unless manufactured pursuant to detailed design furnished by purchaser, seller assumes design responsibility and warrants the articles to be free from design defect and suitable for the purpose intended by the purchaser.
- 6. Seller's warranties together with its service guarantees shall run to purchaser and its users of the articles and shall not be deemed to be exclusive. Purchaser's inspection, approval, acceptance, use of or payment for all or any part of the articles shall in no way affect its warranty rights whether or not a breach of warranty has become or should have become evident at the time.
- 7. Purchaser reserves the right to cancel any order where goods are not received within sixty days of the purchase order date, unless a longer or shorter delivery period is specified in the request for bids or on the face of the purchase order.

submission.			
FullName			
Title or Designation			

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of

(Signature & Stamp) (Date

ii)	FORM FOR DISCLO	SURFOFINTEREST-	Interest of the Firm in the Procuring Entity.
11 /	I ONI'II ONDIGULO	JOHL OI INTEREST	11116168101116 FILLITH HE FIOCULING EILULV.

i)	Are there any person/persons in Development Bank of Kenya who has/have an interest or relationship in this
	firm?Yes/No

If yes, provide details as follows.

	Names of Person	Designation Procuring Entity	in	the	Interest Tenderer	Relationship	with
1							

ii) Conflict of interest disclosure

1	Type of Conflict	Disclosure	If YES provide details of the
1			1 1
1		YES OR NO	relationship with Tenderer
	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, works, non-		
	consulting services or consulting services during		
	implementation of the contract specified in this		
	Quotation Document.		
7	Tenderer has a close business or family relationship		
	with a professional staff of the Procuring Entity who		
	are directly or indirectly involved in the preparation of		
	the Quotation document or specifications of the		
	Contract, and/or the Quotation evaluation process of		
	such contract.		
8	Tenderer has a close business or family relationship		
	with a professional staff of the Procuring Entity who		
	would be involved in the implementation or		
	supervision of the 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 cor	mplete, current and accurate as at the date of
submission.	
Full Name	
Title or Designation	
-)
(Signature)	(Date)

iv) CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION

[Nar	ne of	Tenderer] do hereby make the following statements that I certify to be true and complete in every respect:					
Icert	tify, or	behalf of[Name of Tenderer] that:					
1.	Ihav	veread and lunderstand the contents of this Certificate;					
2.	I understand that the Tenderer will be disqualified if this Certificate is found not to be true and complete in every respect;						
3.	I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the quotation on behalf of the Tenderer;						
4.		For the purposes of this Certificate and the quotation, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:					
	a)	has been requested to submit a quotation in response to this request for quotations;					
	b)	could potentially submit a quotation in response to this request for quotations based on their qualifications, abilities or experience;					
5.	The	Tenderer discloses that [check one of the following, as applicable]:					
	a)	The Tenderer has arrived at the quotation independently from, and without consultation, communication, agreement or arrangement with, any competitor;					
	b)	the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for quotations, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;					
6.		In particular, without limiting the generality of paragraphs $(5)(a)$ or $(5)(b)$ above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:					
5 .	a)	prices;					
	b)	methods, factors or formulas used to calculate prices;					
	c)	the intention or decision to submit, or not to submit, a quotation; or					
	d)	the submission of a quotation which does not meet the specifications of the request for quotations; except as specifically disclosed pursuant to paragraph (5) (b) above;					
7.	rega for	ddition, there has been no consultation, communication, agreement or arrangement with any competitor arding the quality, quantity, specifications or delivery particulars of the works or services to which this request senders relates, except as specifically authorized by the procuring authority or as specifically disclosed suant to paragraph (5)(b) above;					
8.	indi Cor para	terms of the quotation have not been, and will not be, knowingly disclosed by the Tenderer, directly or rectly, to any competitor, prior to the date and time of the official quotation opening, or of the awarding of the tract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to agraph (5)(b) above.					
		ne					
	Dat						

 $[Name, title\, and\, signature\, of authorized\, agent\, of\, Tenderer\, and\, Date$

v) SELF-DECLARATION FORM

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Subn	heTenderer				
DEC	LARE AS FOLLOWS:				
comi provi	We the Tenderer including any entity or individual that directly or indirectly controls, is controlled by or is under mon control with us, and any subcontractors, suppliers, project managers, consultants, manufacturers, service ders, agents, individuals, or any other party involved or to be involved for any part of the processes of procurement contract execution related to the above quotation:				
a)	have not engaged/will not engage in any corrupt or fraudulent practices in the processes of procurement a contract execution related to the above quotation as defined and/or described in the following:				
	i) the RFQ for the above Quotation;				
	ii) Kenya's Public Procurement and Asset Disposal Act, 2015) and its 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 the Development Bank of Kenya ;				
c)	have not engaged/will not engage in any collusive or corrosive practice with other tenderers participating in the subject quotation;				
d)	have not been sanctioned or debarred by any entity from participation in public procurement proceedings of Kenya.				
	That, what is deponed to herein above is true to the best of our knowledge, information and belief.				
Nam	e of the Tenderer:				
[Inse	ert complete name of tenderer signing the quotation]				
	ne of the person duly authorized to sign the quotation on behalf of the Tenderer:rt complete name of person duly authorized to sign the quotation]				
	of the person signing the Quotation:ert complete title of the person signing the quotation]				
Signa	ature of the person named above:				

[Insert signature of person whose name and capacity are shown above]

PART 2: SCHEDULE OF REQUIREMENTS

TABLE A. SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATIONS

Tenderer to complete Column E Indicating YES or No, and if NO indicate the specification of the offered item]

ITEM	FURNITURE SPECIFICATIONS	CONFORMITY WITH TECHNICAL SPECIFICATIONS To be filled by Tenderer
A	C	D
1. Design and Printing of Staff	Card Design:	
Identification Card	Bank logo prominently displayed.	
	Clear and easy-to-read font.	
	Professional and modern design.	
	Personalization:	
	Employee photograph	
	Full name	
	Employee ID number	
	Material:	
	PVC or composite PVC	
	Printing:	
	Full-color edge-to-edge printing on one side.	
	Durability:	
	Waterproof, tear-resistant, and able to withstand	
	daily wear and tear.	
	Artwork:	
	Artwork will be assessed and when accepted,	
	adopted by the Human Resource department	
2. Offer Price for replacement	Replacement Cards: A clear process for ordering replacement	
of card	cards for lost or damaged badges.	

Please note the following:

- 1. Bidders should offer Design Artwork on email (procurement@devbank.com, copy to pmwangi@devbank.com)
- 2. Bidders to offer unit prices for Design and printing identification badge and a separate cost for replacement.
- 3. Bidders intending to submit artwork shall request for details from the above emails.
- 4. Bidders should offer prices that will remain in place for a minimum of 1 year.
- 5. Bidders should expressly state the delivery period in days upon Purchase Order.
- 6. All bids should be submitted by the tender closing deadline.

PART 3: CONTRACT

CONTRACT AGREEMENT

(1)	THIS CO	NTRA	CT AGREEME	ENT is n	nade on		day of	, 20	24		
		•	t Bank of Ke	-		_		•			
Busine	ss at 16 th F	-loor,	Finance Hous	se, Loita	a Street, P	.O. Bo	x 30483- 00)100, Nai	robi, K	Čenya.	
and											
 [Insert	name	of	Supplier],	and	having	its	principal	place	of	business	at
[Insert	address o	f Supp	olier].								
(2)	WHEREA	AS the	Procuring En	itity invi	ted quota	tions f	or the Supp	ly of Goo	ds/Se	rvices descr	ibed
in Table			on of Staff Ide	-				-			
						,	·	•		,	
						Гіг	nsert Contra	ct Price i	n word	ds and figure	s1
(Hereir	after calle	ed "the	e Contract Pri	ce").		Į					~]
(3)	NOW TH	IS AG	REEMENT W	ITNESS	ED AS FO	LLOW	/S:				
1.	This Con	tract A	Agreement in	cludes t	the follow	ing do	cuments:				
(a)	Table A.	SCHE	DULE OF RE	QUIRE	MENTS AN	ND TE	CHNICAL S	SPECIFIC	MOITA	NS	
(b)	Table B.	QUO ⁻	TATION SUBI	4ISSIOI	NTABLE						
(c)	FORM O	F QUO	OTATION								
(d)	Condition	ns of (Contract								
2.	In consid	deratio	on of the pa	yments	to be m	ade b	y the Procu	uring Enti	ity to	the Supplie	r as
hereina	after men	tionec	l, the Suppli	er here	eby cover	nants	with the P	rocuring	Entity	to provide	the
Goods	/works/se	rvices	and to reme	dy defe	cts therei	n in co	onformity in	all respec	cts wi	th the provis	ions
of the C	Contract.										
3.	The Proc	uring	Entity hereby	covena	ants to pa	y the S	Supplier in c	onsidera	tion of	the provision	on of
the Go			edying of def								
			isions of the (
(4)		-	whereof the					-		=	
` '			ws of Kenya.	p u. u. u				7 10. 0 0 11.10			.
			ne Procuring	Entity							
						•••••	•••••		•••••		
in the c	apacity of	Chief	Executive Of	ficer							
in the p	resence o	f		•••••	Desig	gnation	າ:				
For and	d on beha	lf of th	ne Supplier/0	Contrac	ctor/Servi	ce Pro	<u>ovider</u>				
Signed	:										
Name:						•••••					
in the c	apacity of						•••••				
For and	d on behali	f of				• • • • • • • • • • • • • • • • • • • •					
in the p	resence o	f									
Signed					Name:		•••••				
[identif	ication of	officia	ıl witness]. I.L	D. No:							

CONDITIONS OF CONTRACT

1. Language

The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Procuring Entity, shall be written in the English Language.

2. Eligibility

The goods shall have the nationality of an eligible country. All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries.

3. Notices

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

4. Governing Law

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

5. Settlement of Disputes

The Procuring Entity and the Supplier 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 quotation.

8. Terms of Payment

The Contract Price shall be paid One hundred (100) percent of the Contract Price for price of goods received upon submission of a claim/invoice supported by the acceptance certificate issued by the Procuring Entity.

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.