



Development Bank  
of Kenya Ltd

**REQUEST FOR QUOTATIONS**

**FOR**

**SUPPLY AND DELIVERY OF STAFF UNIFORMS**

**TENDER NO. DBK/RFQ/012/2026**

**RELEASE DATE: Tuesday 9<sup>th</sup> June 2026**

**CLOSING DATE: Monday 15<sup>th</sup> June 2026 at 1200hrs**



Development Bank  
of Kenya Ltd

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

**SUPPLY AND DELIVERY OF STAFF UNIFORMS- DBK/RFQ/012/2026**

Quotation Addressed to	CHIEF EXECUTIVE OFFICER DEVELOPMENT BANK OF KENYA
Date of Quotation	Tuesday 9th June 2026
Closing Date	1200hrs on <b>Monday 15<sup>th</sup> June 2026</b>
Contact Email:	<a href="mailto:procurement@devbank.com">procurement@devbank.com</a>
Notes To Suppliers	Invited bidders are expected to inform the Bank by way of Email to <a href="mailto:procurement@devbank.com">procurement@devbank.com</a> 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 between 0900hrs to 1700hrs or send PDF document on the email <a href="mailto:procurement@devbank.com">procurement@devbank.com</a> .

## REQUEST FOR QUOTATIONS (RFQ)

To: ALL INVITED VENDORS

FROM:

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

RE: **SUPPLY AND DELIVERY OF STAFF UNIFORMS- DBK/RFQ/012/2026**

1. The Bank invites you to submit quotations for the SUPPLY AND DELIVERY OF STAFF UNIFORMS for all Development Bank of Kenya branches 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 **Friday 12th June 2026**.
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 the Head of procurement through the Email: [procurement@devbank.com](mailto:procurement@devbank.com)
8. 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 24 hours of receipt of this RFQ if you will not be submitting a quotation.

Address for Submission of Quotations.

Name of Procuring Entity **Development Bank of Kenya**.....

Mailing Address: (P.O. Box 30483- 00100, Nairobi, Kenya (*Attention- Procurement*)).

Physical address (Finance House, 16<sup>th</sup> Floor, Loita Street)

Yours sincerely,

\_\_\_\_\_  
*Johnson K. 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 term Tenderer shall mean the firm or person invited to submit a quotation. The term Quotation herein shall mean the quotation submitted as usually understood in public procurement.
2. **Validity of Quotations:** The quotation will be held valid for **60** 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.  
Bids should be deposited in Tender Box of the Bank, located in the Bank Reception Hall on 16th Floor by 1200hrs (local time) on Friday 12th June 2026, at latest.  
  
Date of Submission (deadline): **Friday 12th June 2026**  
  
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. 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.
  - vi. Data Sheet/ Brochure/ sufficient information on Brand/Model, Part No., and Country of Origin of product offered is a **MUST**.
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).
    - 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.
    - Data Sheet/ Brochure/ sufficient information on Brand/Model, Part No., and Country of Origin of product offered is a **MUST**.
  - 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
  - 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) SCHEDULE OF REQUIREMENTS TABLE
- (ii) FORM FOR DISCLOSURE OF INTEREST
- (iii) CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION
- (iv) SELF-DECLARATION FORM

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

<b>Quotation Addressed to (Procuring Entity)</b>	
Date of Quotation	
Quotation Reference Number:	
Subject of Quotation	

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 date **Thursday, 4<sup>th</sup> June 2026** referenced above, we offer to **SUPPLY AND DELIVERY OF STAFF UNIFORMS** to cover and conform to our pricing listed in the attached in Table B and at a total price of Kenya Shillings \_\_\_\_\_ (in words) \_\_\_\_\_  
**OR** in Foreign Currency (if allowed), Currency \_\_\_\_\_ amount \_\_\_\_\_ (in words) \_\_\_\_\_  
And that the prices remain valid for 60 days.
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 *goods to be supplied* 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 [www.devbank.com](http://www.devbank.com) 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 any other Quotation as an individual or firm, and we are not participating in any other Quotation as a Joint Venture member or as a subcontractor.
9. We, along with any of our subcontractors, suppliers, Engineer, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to a temporary suspension or a debarment imposed by the Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.
10. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
11. 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.
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 Quotation. The warranty period offered is \_\_\_\_\_ weeks.

Quotation Authorized by:

Name and designation \_\_\_\_\_

Signature: \_\_\_\_\_

**SCHEDULE OF REQUIREMENTS TABLE****REQUISITION No. RFQ DBK/RFQ/012/2026**

The bank is requesting quotations for the SUPPLY AND DELIVERY OF STAFF UNIFORMS listed below. Prices shall remain valid for the **60 days** and shall be inclusive of all costs and taxes.

S/No	ITEM	QTY	UNIT PRICE(KES)	TOTAL PRICE (KES)	DELIVERY TIME
1.	Men's Suits	10			
2.	Men's Shirts	20			
3.	Men's Shoes	10			
4.	Men's Socks	20			
5.	Men's Ties	10			
6.	Men's Belt	10			

The Bidder acknowledges the following conditions of the RFQ

1. Bids should be in accordance with the requirements mentioned in the document and should conform to the following conditions:
  - a) Bids not conforming to the specifications and failing to provide the required details will be rejected.
  - b) Late submission of bids will not be accepted.
  - c) Electronic submission of bids will be rejected.
  - d) Bids should be valid for a period of 60 days from the closing date.
  - e) Unit Price: Shall be deemed to include all costs INCLUSIVE of taxes.
2. The quoted unit prices will be used as the basis for Purchase orders within the contract agreement, "As and When" any of the listed items be required.
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. Payments shall be made promptly by the Bank but in no case later than thirty (30) days after submission of the invoice or claim by the Supplier.
6. No changes in the price quoted shall be permitted after the purchase order has been issued except on account of statutory variations.

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 & Stamp)

\_\_\_\_\_)\_\_\_\_\_  
(Date)

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

- 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.

	<b>Names of Person</b>	<b>Designation in the Procuring Entity</b>	<b>Interest or Relationship with Tenderer</b>
1			
2			

ii) **Conflict of interest disclosure**

	<b>Type of Conflict</b>	<b>Disclosure YES OR NO</b>	<b>If YES provide details of the relationship with Tenderer</b>
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, 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 complete, current and accurate as at the date of submission.

Full Name \_\_\_\_\_

Title or Designation \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_)\_\_\_\_\_  
(Date)

**CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION**

I, the undersigned, in submitting the accompanying Letter of quotation to the Development Bank of Kenya for: Request for Quotations for SUPPLY AND DELIVERY OF STAFF UNIFORMS Ref No: DBK/RFQ/012/2026 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 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:
  - 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. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
8. the terms of the quotation have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official quotation opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

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

**SELF-DECLARATION FORM**

We, the Tenderer \_\_\_\_\_  
Submitting our Quotation in respect of Quotation No DBK/RFQ/012/2026 for **Request for Quotations for SUPPLY AND DELIVERY OF STAFF UNIFORMS**

**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:

- 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 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.

**Name of the Tenderer:** .....

*[Insert complete name of tenderer signing the quotation]*

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

*[Insert complete name of person duly authorized to sign the quotation]*

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

*[Insert complete title of the person signing the quotation]*

**Signature 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 D by indicating the specification of the offered item*

<b>ITEM NO</b>	<b>DESCRIPTION OF GOODS/SERVICES</b>	<b>MINIMUM SPECIFICATIONS</b>	<b>CONFORMITY WITH TECHNICAL SPECIFICATIONS <i>Comments by Tenderer</i></b>
<i>A</i>	<i>B</i>	<i>C</i>	<i>D</i>
1.	Men's Suits	Suit style; Two-button men's business suit, double back vent, summer fabric, colours: Charcoal Grey, Black, or Navy Blue.	
2.	Men's Shirts	Long-sleeved formal shirt, 100% cotton, white	
3.	Men's Shoes	Formal Official Men's Genuine Leather Shoes, Black	
4.	Men's Socks	Men's Socks, soft Cotton black or dark navy	
5.	Men's Ties	Formal Men's Neck ties suitable for corporate wear	
6.	Men's Belt	Formal Men's Belt 2" with buckle suitable for corporate wear	

**NOTE: BIDDER TO PROVIDE THE FOLLOWING ATTACHMENTS**

1. *KRA PIN*
2. *Tax Compliance Certificate*
3. *Certificate of Incorporation/ Business Registration*
4. *Form CR12 or its equivalent*
5. *Provide Brochures/ Data sheets and Specifications of ALL offered products*
6. *AGPO Certificate (Where applicable)*
7. *Indicate Delivery period.*

### **LEVY INTRODUCTION**

*Bidders shall note that: The Public Procurement Capacity Levy order of 2023 mandates a levy of 0.03% on all procurement contracts signed between suppliers and procuring entities exclusive of applicable taxes*

### **PART 3: CONTRACT**

#### **CONTRACT AGREEMENT**

1) THIS CONTRACT AGREEMENT is made on .....day of ....., 2026  
Between **Development Bank of Kenya Limited** and having its principal place of  
Business at 16<sup>th</sup> Floor, Finance House, Loita Street, P.O. Box 30483- 00100, Nairobi, Kenya.  
and \_\_\_\_\_ and having its principal place of business at

\_\_\_\_\_  
*[Insert address of Supplier].*

2) WHEREAS the Procuring Entity invited quotations for the Supply of Goods/Services described in  
Table B SUPPLY AND DELIVERY OF STAFF UNIFORMS and has accepted a Quotation by  
the Tenderer in the sum of

.....  
..... *[insert Contract Price in words and figures]*

(Hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSED AS FOLLOWS:

- 3) This Contract Agreement includes the following documents:
- a. Table A. SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS
  - b. Table B. QUOTATION SUBMISSION TABLE
  - c. FORM OF QUOTATION
  - d. Conditions of Contract
- 4) In consideration of the payments to be made by the Procuring Entity to the *Supplier* as hereinafter mentioned, the *Supplier* 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.
- 5) The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the Goods 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.
- 6) No variation or modification in the terms of the contract shall be made except by written amendment signed by the parties.
- 7) The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.
- 8) Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Bank.
- 9) Delivery of goods shall be Within 15 Days from the date of acceptance of Purchase Order
- 10) The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in Kenya.
- 11) The Supplier 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.
- 12) The Supplier's warranties together with its service guarantees shall run to the Bank and its users of the articles and shall not be deemed to be exclusive. The Bank'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.
- 13) The Bank 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.
- 14) Goods requiring warranty replacements must be replaced on free of cost basis to the Bank. If the warranty replacement are to be imported, it should be supplied on DDP basis.

15) 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:.....Name:.....

in the capacity of *Chief Executive Officer*

in the presence of ..... Designation: .....

**For and on behalf of the Supplier/Contractor/Service Provider**

Signed: .....

Name:.....

in the capacity of .....

*For and on behalf of* .....

in the presence of

Signed:.....Name:.....

[identification of official witness]. I.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.