



KENYA FILM COMMISSION

REQUEST FOR QUOTATION (RFQ)

FOR

**DESIGN, PRINTING, SUPPLY AND DELIVERY OF PROMOTIONAL
MATERIAL**

**RESERVED FOR ACCESS TO GOVERNMENT PROCUREMENT OPPORTUNITIES (AGPO)
GROUPS**

TENDER NO. KFC/101/2021-2022

ISSUE DATE: TUESDAY 24TH MAY, 2022

CLOSING DATE: MONDAY 30TH MAY, 2022 AT 2.00 PM (KENYAN TIME)

Kenya Film Commission

P.O. Box 76417 – 00508, Nairobi, Kenya **Tel:** +254 729407497, (020) 2714073/4

Email: procurement@filmingkenya.com

Website: www.kenyafilmcommission.go.ke

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REQUEST FOR QUOTATIONS (RFQ)

To:

*[Insert Name and Address of selected
Tenderer]*

**From: KENYA FILM COMMISSION
P.O. Box 76417-00508 NAIROBI**

TITLE OF QUOTATION: Design, Printing, Supply and Delivery of Promotional Material.

Quotation Reference Number: KFC/RFQ-101/2021-2022

1. The **Kenya Film Commission** invites you to submit quotations for as indicated in detail in “**Table A. Schedule of Requirements and Specifications**”. The quotation shall follow the instructions and documents in this RFQ document and shall be in English Language. Tenderers may obtain further information during office hours **8.00am – 5.00pm** at the address given below.
2. Quotations shall be submitted in accordance with the instruction in Part 1: Quotation Procedures and in a sealed envelope clearly indicating name and address of tenderer, the quotation name and title and must reach the Procuring Entity at the address indicated below not later than **[12.00Noon on Monday 30th May, 2022]**. Quotations can be delivered by registered mail, courier or hand delivery at the tenderer's option. Late quotations shall be rejected. They can also be emailed to: procurement@filmingkenya.com
3. Enquiries regarding this quotation may be addressed to the following email address: procurement@filmingkenya.com
4. Any resulting contract shall be subject to the terms and conditions detailed in Part 3: Contract.
5. Please inform by email or express mail the undersigned within the day of receipt of this RFQ if you will not be submitting a quotation.

Address for Submission of Quotations:

Completed Quotation documents are to be enclosed in plain sealed envelopes addressed to the Chief Executive Officer, Kenya Film Commission marked with the Quotation reference number and Quotation Name and deposited in the Quotation Box located on the 2nd Floor, Jumuia Place II located on Lenana Road Kilimani before the deadline for submission.

CHIEF EXECUTIVE OFFICER

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 120** days from the date of submission.
3. **The Quotation shall consist of** completed Tables A, B and C and the Form of Quotation all indicated in Part 2 of this Request for Quotations, and documents to evidence Eligibility and Conformity to Technical Specifications.
4. **Sealing and Marking of Quotations:** Quotations in one “one original” should be sealed in a single envelope, clearly marked with the **Quotation Reference Number** in the RFQ, the Tenderer's name and the name of the Procuring Entity. Envelopes should be sealed in such a manner that opening and resealing cannot be achieved undetected.
5. **Submission of Quotations:** Quotations, and any alternatives if allowed as per Item 11 below, should be submitted to the address below, on or before the date and time indicated in sub-item 4 below. Late quotations will be rejected.

Address for Submission of Quotations.

Completed Quotation documents are to be enclosed in plain sealed envelopes addressed to the Chief Executive Officer, Kenya Film Commission marked with the Quotation reference number and Quotation Name and deposited in the Quotation Box located on the 2nd Floor, Jumuia Place II located on Lenana Road Kilimani before the deadline for submission.

Date of Submission (deadline): **MONDAY 30TH MAY, 2022**

Time of Submission (deadline): **12.00NOON** (Kenya time).

6. **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 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:

No.	Requirement	Yes	No
1	Copy Incorporation/Registration Certificate		
2	Copy of a valid Tax Compliance Certificate from the Kenya Revenue Authority		
3	Copy of CR12 which must have been issued within the last 12 months (for registered companies) OR Copies of National Identity Cards for Sole Proprietors		
4	Valid/Current Single Business Permit		
5	Dully filled and signed Schedule of Requirements Table		
6	Dully filled and signed Form for Disclosure of Interest		
7	Dully filled and signed Certificate of Independent Quotation Determination		
8	Dully filled and signed Self-Declaration Form		
9	Valid AGPO Certificate		
10	Samples of proposed Items for supply MUST be provided		

NOTE: *Bidders must submit all the above requirements. Failure to submit any of the above requirement shall lead to rejection of the quotation.*

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 Quotations:** Tenderers **not permitted** to submit alternative quotations for goods/alternative technical solutions for specified parts of the Works or Services (*select one*). 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.
12. **Currency:** Quotations shall be priced in Kenya Shillings. Quotations in other currencies will be rejected and will not be allowed.
13. **Evaluation of Quotations:** The evaluation of quotations will be conducted using the procedure set out below:

i) **Preliminary examination to determine Tenderer eligibility:**

Bidders must submit the following:

No.	Requirement	Yes	No
1	Copy Incorporation/Registration Certificate		
2	Copy of a valid Tax Compliance Certificate from the Kenya Revenue Authority		
3	Copy of CR12 which must have been issued within the last 12 months (for registered companies) OR Copies of National Identity Cards for Sole Proprietors		
4	Valid/Current Single Business Permit		
5	Dully filled and signed Schedule of Requirements Table		
6	Dully filled and signed Form for Disclosure of Interest		
7	Dully filled and signed Certificate of Independent Quotation Determination		
8	Dully filled and signed Self-Declaration Form		
9	Valid AGPO Certificate		
10	Samples of proposed Items for supply MUST be provided		

ii) **financial comparison of quotations to determine the lowest evaluated quotation after meeting all the mandatory requirements.**

14. **Lowest Evaluated Quotation:** 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 Order in accordance with Part 3: Contract. The currency of award and payment shall be currency in which the quotation was submitted. Unsuccessful tenderers who responded will be notified of the accepted quotation, indicating the name and the amount of the accepted quotation
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.
17. The Commission reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

iii) technical examination to determine eligibility, compliance with technical specifications and commercial responsiveness. Quotations failing this stage will be rejected and not considered in next stage. ***Pass or fail method will be applied***

QUOTATION AND QUALIFICATION DOCUMENTS

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

- i. SCHEDULE OF REQUIREMENTS TABLE
- ii. FORM FOR DISCLOSURE OF INTEREST
- iii. CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION
- iv. SELF-DECLARATION FORM
- v. FOREIGN TENDERER 40% RULE *(Not Applicable)*

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

Quotation Addressed to (Procuring Entity)	
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 dated _____, referenced above, we offer to

 _____ (specify one of supply goods, complete the works or provide the services) to cover and conform to our pricing listed in the attached in Table
 B. Quotation Submission TABLE at a total price of Kenya Shillings

 _____ (in words)

3. We confirm that we are eligible to participate in public procurement and meet the eligibility criteria specified in Part 1: INSTRUCTIONS TO TENDERERS.
4. We also confirm that the *(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 _____ (*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 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:

A. TERMS OF REFERENCE (ToRS)/SPECIFICATIONS:

The Commission invites bidders to quote for the design, printing, supply and delivery of the following items as per below description;

No.	Description	Unit of Measure	Quantity	Technical Specification/Requirement	Conformity with Requirements
1.	Design, supply and delivery of Kalasha Branded T-shirts	No.	140	<ul style="list-style-type: none">• Round Neck (Good quality – provide sample of material)• Yellow and white in colour• Logo to be embroidered	
2.	Design, supply and delivery of Kalasha Branded Khaki Photographer Jackets	No.	70	<ul style="list-style-type: none">• Logo to be embroidered• Jungle Green or Black in colour• Provide sample of material	
3.	KFC Branded Maasai fleece blankets	No	300	<ul style="list-style-type: none">• Logo to be embroidered• Black and yellow in colour• Provide sample of material	
4.	Beaded Kenyan wrist bands	No.	300	Provide sample	
5.	KFC Branded jute conference bags	No.	300	<ul style="list-style-type: none">• Logo to be embroidered• Provide sample of proposed bag	
6.	KFC Branded flask	No.	300	<ul style="list-style-type: none">• Logo to be engraved• Provide sample of proposed bag	
7.	KFC Branded Hoodies	No.	25	<ul style="list-style-type: none">• Logo to be embroidered• Black and yellow in colour• Provide sample of material	

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

- a. Are there any person/persons in (Name of Procuring Entity) who has/have an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

	Names of Person		Interest or Relationship with Tenderer

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, 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)

iv) CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION

I, the undersigned, in submitting the accompanying Letter of quotation to the _____ [Name of Procuring Entity] for: _____ [Name and number of quotation] in response to the request for tenders made by: _____ [Name of Tenderer] do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of _____ [Name of Tenderer] that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tenderer will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the 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 _____ (*insert name*) submitting our Quotation in respect of Quotation No _____ for _____ (*insert quotation Title Description*) for _____ (*insert Name of Procuring Entity*)

DECLARE AS FOLLOWS:

That, We the Tenderer including any entity or individual that directly or indirectly controls, is controlled by or is under common control with us, and any subcontractors, suppliers, project managers, consultants, manufacturers, service providers, agents, individuals, or any other party involved or to be involved for any part of the processes of procurement and contract execution related to the above quotation:

- 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 (*name of the procuring entity*);
- 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*]

i) FOREIGN TENDERER 40% RULE -NOT APPLICABLE

(not to be included in the RFQ for supply of goods, supply and installation of plant and equipment, insurance, purchase of property, and other RFQ where this rule may not be practical).

Pursuant to the provisions in the Public Procurement and Disposal Act, 2015, a Foreign Tenderer must complete this form to demonstrate that the quotation fulfils this condition

ITEM	Description of Work Item	Describe location of Source	COST in K. shillings	Comments, if any
A	Local Labor			
1				
2				
3				
4				
5				
B	Sub contracts from Local sources			
1				
2				
3				
4				
5				
C	Local materials			
1				
2				
3				
4				
5				
D	Use of Local Plant and Equipment			
1				
2				
3				
4				
5				
E	Add any other items			
1				
2				
3				
4				
5				
6				
	TOTAL COST LOCAL CONTENT		XXXXX	
	PERCENTAGE OF CONTRACT PRICE			

SCHEDULE OF REQUIREMENTS

TABLE A. SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATIONS

The Commission invites bidders to quote for the design, printing, supply and delivery of the following items as per below description;

No.	Description	Unit of Measure	Quantity	Technical Specification/Requirement	Conformity with Requirements
1.	Design, supply and delivery of Kalasha Branded T-shirts	No.	140	<ul style="list-style-type: none"> • Round Neck (Good quality – provide sample of material) • Yellow and white in colour • Logo to be embroidered 	
2.	Design, supply and delivery of Kalasha Branded Khaki Photographer Jackets	No.	70	<ul style="list-style-type: none"> • Logo to be embroidered • Jungle Green or Black in colour • Provide sample of material 	
3.	KFC Branded Maasai fleece blankets	No.	300	<ul style="list-style-type: none"> • Logo to be embroidered • Black and yellow in colour • Provide sample of material 	
4.	Beaded Kenyan wrist bands	No.	300	Provide sample	
5.	KFC Branded jute conference bags	No.	300	<ul style="list-style-type: none"> • Logo to be embroidered • Provide sample of proposed bag 	
6.	KFC Branded flask	No.	300	<ul style="list-style-type: none"> • Logo to be engraved • Provide sample of proposed bag 	
7.	KFC Branded Hoodies	No.	25	<ul style="list-style-type: none"> • Logo to be embroidered • Black and yellow in colour • Provide sample of material 	

SCHEDULE OF REQUIREMENTS TABLE A

No.	Description	Unit of Measure	Quantity	Unit cost Kshs.	Total cost inclusive of 16% VAT Amount (KShs.)
1.	Design, supply and delivery of Kalasha Branded T-shirts	No.	140		
2.	Design, supply and delivery of Kalasha Branded Khaki Photographer Jackets	No.	70		
3.	KFC Branded Maasai fleece blankets	No.	300		
4.	Beaded Kenyan wrist bands	No.	300		
5.	KFC Branded jute conference bags	No.	300		
6.	KFC Branded flask	No.	300		
7.	KFC Branded Hoodies	No.	25		
	Total Amount of Financial Proposal				

Delivery Period.....(State)

Signature: _____ And seal/Stamp

Name: _____

Position: _____

Authorized for and on behalf of (*specify name of tenderer*) _____

Date _____

PART 3: CONTRACT

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 described in Table B, i.e. _____ [insert brief description of Goods] 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 TECHNICAL SPECIFICATIONS.
 - b) Table B. QUOTATION SUBMISSION TABLE.
 - c) FORM OF QUOTATION.
 - d) Conditions of Contract.
2. 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.
3. 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.

(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]

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 as follows:

- i) For Goods, price of goods received upon submission of a claim/invoice supported by the acceptance certificate issued by the Procuring Entity. The settlement will be made within 30 days upon receipt of the invoice and acceptance of the goods

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.