"Maji Safi Maisha Bora"
"Quality Water Healthy Livelihood"

KAKAMEGA COUNTY WATER AND SANITATION COMPANY LIMITED
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OPEN TENDER

STANDARD TENDER DOCUMENT

FRAMEWORK AGREEMENT FOR SUPPLY AND DELIVERY OF COLD WATER METERS

TENDER NO: KACWASCO/FRAME/07/2026

CLOSING DATE

FRIDAY, 25TH SEPTEMBER, 2026 AT 10:00 am

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SECTION I INVITATION TO TENDER
DATE _____11TH SEPTEMBER 2026_____

TENDER REF NO. KACWASCO/FRAME/07/2026
TENDER NAME FRAMEWORK AGREEMENT FOR SUPPLY AND DELIVERY OF METERS

1.1 **Kakamega County Water and Sanitation Company Limited** invites sealed bids from eligible candidates for the **Framework Agreement for the Supply and Delivery of Meters for a period of three (3) years**

1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at the Procurement Office of **Kakamega County Water and Sanitation Company Limited P.O. Box 1189-50100 Kakamega Kefinco House off Kakamega-Kisumu Road Behind Barclays Bank** during normal working hours.

1.3 A complete set of tender documents may be viewed and downloaded / obtained by interested tenderers for free from the website www.kakamegawater.co.ke and www.tenders.go.ke**.** Tenderers who download the tender document must forward their particulars immediately to **kacwasco@gmail.com** to facilitate any further clarification or addendum if need be**.**

1.4 Completed tender documents in hard copies are to be enclosed in plain sealed envelopes marked with tender reference and be deposited in the Tender Box Marked "Tender Box" at the Company Offices in Kakamega off Kakamega Kisumu road or be addressed to**: The Managing Director, Kakamega County Water and Sanitation Company Limited P.O Box 1189-50100 KAKAMEGA. Tel. 056-2030355 so as to be received on or before Friday 25th September 2026 at 10:00 am EAT**

1.5 This framework contract document is for registering firms for use through mini competition/ call off as and when need be.

1.6 Late Tenders, incomplete Tenders, Tenders not received, Tenders not opened at the Tender opening ceremony shall not be accepted for evaluation irrespective of the circumstances**.**

1.7 Tenders will be opened immediately thereafter the deadline in the presence of the tenderer's representatives who choose to attend at the company Board room on **Friday 25th September 2026 at 10:00 am EAT**

For (**MD, Kakamega County Water and Sanitation Company Limited** *)*

SECTION II - INSTRUCTIONS TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

2.1.1 This Invitation for Tenders is open to all eligible candidates for the goods as described in the tender document. The successful tenderer will be expected to supply and deliver goods by the intended completion date specified in the Schedule of Requirements Section VI.

2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.

2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.

2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components

2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3.2 The price to be charged for the tender document shall be free of charge.

2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4. The Tender Document

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers

(i) Invitation to Tender
(ii) Instructions to tenderers
(iii) General Conditions of Contract
(iv) Special Conditions of Contract
(v) Schedule of requirements
(vi) Technical Specifications
(vii) Tender Form and Price Schedules
(viii) Tender Security Form
(ix) Contract Form
(x) Performance Security Form
(xi) Bank Guarantee for Advance Payment Form
(xii) Manufacturer's Authorization Form
(xiii) Confidential Business Questionnaire

2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the

entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.6 Amendment of Documents

2.6.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.7 Language of Tender

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Procuring entity, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.8 Documents Comprising of Tender

2.8.1 The tender prepared by the tenderers shall comprise the following components

(a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below

(b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and

(d) tender security furnished in accordance with paragraph 2.14

2.9 Tender Forms

2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.10 Tender Prices

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.10.4 The validity period of the tender shall be 60 days from the date of opening of the tender.

2.11 Tender Currencies

2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

2.12 Tenderers Eligibility and Qualifications

2.12.1 Pursuant to paragraph 2.1. the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;

(a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
(b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
(c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the

goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

(a) a detailed description of the essential technical and performance characteristic of the goods;
(b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of three (3) years, following commencement of the use of the goods by the Procuring entity; and
(c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

2.14.2 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.

2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.22

2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.8 The tender security may be forfeited:

(a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or

(b) in the case of a successful tenderer, if the tenderer fails:

(i) to sign the contract in accordance with paragraph 2.27 or

(ii) to furnish performance security in accordance with paragraph 2.28

2.15 Validity of Tenders

2.15.1 Tenders shall remain valid for 120 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.

2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The

request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

2.16.1 The Procuring entity shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.17 Sealing and Marking of Tenders

2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

2.17.2 The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the Invitation to Tender:

(b) bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE," **Friday 25th September 2026 at 10:00 am EAT**

2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **Friday 25th September 2026 at 10:00 am EAT**

2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 Modification and Withdrawal of Tenders

2.19.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring Entity prior to the deadline prescribed for submission of tenders.

2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.19.3 No tender may be modified after the deadline for submission of tenders.

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7

2.19.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.19.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.20 Opening of Tenders

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **Friday 25th September 2026 at 10:00 am EAT** and in the location specified in the Invitation to Tender.

The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.20.3 The Procuring entity will prepare minutes of the tender opening.

2.21 Clarification of Tenders

2.21.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.21.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination

2.22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail

2.22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non conformity.

2.23 Conversion to Single Currency

2.23.1 Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the ate of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

2.24.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

EVALUATION CRITERIA

The method of evaluation will be Merit Point System

The criteria of evaluation and the points to be awarded on each criterion will be as follows:

B.	**MANDATORY REQUIREMENTS**	**COMPLIANCE (YES/NO)**
B1	Valid Certificate of Incorporation/Business Registration (Attach copy)	YES/NO
B2	Personal Identification Number (PIN) certificate (Attach copy)	YES/NO
B3	Valid Tax compliance Certificate (Attach copy)	YES/NO
B4	Current Business Permit/License (Attach copy)	YES/NO
B5	Must submit a dully filled and signed Confidential Business Questionnaire in format provided	YES/NO
B6	Must fill the price schedule in the format provided and quote for all items	YES/NO
B7	Avail a sample for meter size ½", ¾" and 1".	YES/NO
C.	**GENERAL REQUIREMENTS**	
C1.	Supplier Availability -Postal Address (2) -Contact Person (2) -Email Address (2) -Telephone/Mobile Number (2) -Website (2)	10
C 2.	Business Ownership: Company/Business Profile -Disclosure of Directors/Partners/Sole proprietor	10
C 3.	Financial Stability Evidence of profit making in the attached 2 years audited reports	5
C4	Financial Capability – Audited accounts for the last 2 years	15
C5.	**Experience:** Indicate having undertaken similar assignment with at least 3 firms	20

	(Attach proof: copies of LPOs, Letter of Award, Completion Certificates, Contracts)	
C6	**Supply Capacity:** Maximum Volume of Business handled in the last 2 years -2million and above (12) -1.5-2 Million (9) 1-1.5 Million (3)	12
C7	**Credit Period:** Indicate Credit Period willing to offer -90 days (12) -60 days (9) -30 days (6) -Less than 30 days (3)	12
C8	Eligibility & Disclosure of litigation history	6
C9	Avail a sample per each size of meter	10
TOTAL		**100**

3.8 **Qualification Mark**

The qualification mark is **70 points** and over
Bidders must meet all the mandatory requirements to qualify

2.25 Preference

2.25.1 Preference where allowed in the evaluation of tenders shall not exceed 15%

2.26 Contacting the Procuring entity

2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.26.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.27 Award of Contract

(a) Post-qualification

2.27.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

2.27.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) **Award Criteria**

2.27.4 The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

(c) **Procuring entity's Right to Vary quantities**

2.27.5 The Procuring entity 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

(d) **Procuring entity's Right to Accept or Reject Any or All Tenders**

2.27.6 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action

2.28 Notification of Award

2.28.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.29 Signing of Contract

2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.29.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless thee is an administrative review request.

2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.30 Performance Security

2.30.1 Within Thirty (30)days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

2.31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

(i) "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

2.31.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.31.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to Instructions to Tenderers

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

INSTRUCTIONS TO TENDERERS REFERENCE	**PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS**
2.1.1 eligible tenderers	The tender is open to eligible tenderers for supply and delivery of Meters. This will be a three (3) year framework Agreements
Clarification of Tender Documents	Eligible candidates may obtain further information from and inspect the Tendering Documents at the Procurement Office of **Kakamega County Water and Sanitation Company Limited P.O.Box 1189-50100 Kakamega Kefinco House off Kakamega-Kisumu Road Behind Barclays Bank** from8:00 am to 5:00 pm on Mondays to Fridays inclusive except on public holidays at your convenience.
Cost of Tendering	The price to be charged for the tender document shall free of charge
Language of Tenders	English Language
Tender Currencies	Prices shall be quoted in Kenya Shillings
Tender Security	Not applicable
Validity of Tenders	**120 days** after date of tender closing
Sealing and Marking of Tenders	The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL TENDER" and "COPY OF TENDER". The envelopes shall then be sealed in an outer envelope.
Deadline for Submission of Tenders	**Friday 25th September 2026 at 10:00 am EAT.**
Opening of tender documents	Opening of the tender documents will be done in Public at the time of closing the tender. **Friday 25th September 2026 at 10:00 am EAT.**

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated:-

(a) "The Contract" means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations

(c) "The Goods" means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.

(d) "The Procuring entity" means the organization purchasing the Goods under this Contract.

(e) "The Tenderer' means the individual or firm supplying the Goods under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

3.3 Country of Origin

3.3.1 For purposes of this clause, "Origin" means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

3.4 Standards

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.5 Use of Contract Documents and Information

3.5.1 The tenderer shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

3.6 Patent Rights

3.6.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity's country

3.7 Performance Security

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

3.8 **Inspection and Tests**

3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.

3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 **Packing**

3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

3.10 **Delivery and Documents**

3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

3.11 **Insurance**

3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

3.12 **Payment**

3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract

3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

3.13 Prices

3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

3.13.4 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

3.14. Assignment

3.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent

3.15 Subcontracts

3.15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

3.16 Termination for default

3.16.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part

(a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity

(b) if the tenderer fails to perform any other obligation(s) under the Contract

(c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

3.16.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the

tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

3.17 Liquidated Damages

3.17.1. If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.18 Resolution of Disputes

3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

3.19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

3.20 Force Majeure

3.20.1 The tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

42. Special conditions of contract as relates to the GCC

Reference of general conditions of contract	Special condition of contract
Performance security	No performance security will be required for this tender
Delivery of goods	Delivery of the goods shall be made by the Vendor in accordance with the terms specified by the procuring entity in the schedule of requirements
Payment	KACWASCO will mutually negotiate and agree with the tenderer on the terms of payment
Prices	Prices charged by the tenderer for goods delivered under the Contract shall not vary from the prices quoted by the tenderer..
Resolution of Disputes	**Disputes will be referred to Arbitration in line with Arbitration Act. Parties will appoint an Arbitrator.**
Governing language	English Language
Applicable Law	Laws of Kenya
Notices	Kakamega County Water and Sanitation Company Limited P.O.Box 1189-50100 Kakamega
Contract Period	3years from the date of signing the contract by the successful bidder

SECTION V - TECHNICAL SPECIFICATIONS

5.1 General

5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply

TECHNICAL SPECS FOR DN 15, 20,25,32 AND 40 SINGLE JET METERS

<table>
<tr><th colspan="3">TECHNICAL SPECIFICATIONS FOR SINGLE-JET METERS</th></tr>
<tr><th>Technical Requirement</th><th>Description</th><th>Evaluation (Yes/No)</th></tr>
<tr><td rowspan="2">Mandatory Required Certificates</td><td>- ISO 9001:2015; ISO 14001:2015; BS OHSAS 18001:2007 certification required.</td><td></td></tr>
<tr><td>- MANDATORY OIML R49: 2013 issued by LNE France
- MANDATORY ISO 4064: 2017 issued by LNE France
- MANDATORY EU Type approval (MID) certificate Directive 2014/32/EU
- Manufacturer must have MINIMUM Gold Recognition Level by ECOVADIS or equivalent
- Sanitary certification from ACS as issuing authority or equivalent
- Manufacturer's Authorization to sell
- KEBS calibration certificate
- Manufacturer's Calibration Certificate
- One sample of water meter shall be provided by the bidder which shall be retained by KACWASCO</td><td></td></tr>
<tr><td>Type of Water Meter</td><td>Single Jet (Mechanical with AMR enabled * [Smart]); *Automatic Meter Reading or Smart Water Meter</td><td></td></tr>
<tr><td>Class of Water Meter</td><td>The value of the ratio $R=Q_3/Q_1$ shall have an accuracy of R160 or higher in both vertical and horizontal orientation, letter V or H, if the meter can only be operated in the vertical or horizontal position shall be indicated
<table><tr><th>ND</th><th>mm</th><th>15</th></tr><tr><td>Q_3</td><td>m^3/h</td><td>2.5</td></tr><tr><td>Q_3/Q_1</td><td>R</td><td>160</td></tr><tr><td>Q_s</td><td>l/h</td><td>3</td></tr><tr><td>Q_1</td><td>l/h</td><td>15.625</td></tr><tr><td>Q_2</td><td>l/h</td><td>25</td></tr><tr><td>Q_4</td><td>m^3/h</td><td>3.125</td></tr></table></td><td></td></tr>
<tr><td>Sizing of Water Meter</td><td>For each meter size designated, the corresponding fixed set of dimensions must correspond to BS 5728/1, ISO 4064-1: 2014 and no deviations from this shall be accepted</td><td></td></tr>
<tr><td>Material Requirements</td><td>The meter body shall be UV Stabilized co-polymer, NOT plastic. <u>The copolymer meter will only have copolymer threads.</u> The meters should have thread caps to prevent thread damaging.</td><td></td></tr>
<tr><td></td><td>Strainers for DN15 In-built sieves/strainers shall be incorporated strainers which shall be of rigid construction and close fitting
Non-return Valves: All meters shall be supplied with integral non-return valves to reduce the risk of water meter reversal fraud.</td><td></td></tr>
</table>

TECHNICAL SPECIFICATIONS FOR SINGLE-JET METERS		
Technical Requirement	**Description**	**Evaluation (Yes/No)**
	The meter shall be delivered calibrated **and** marked engraved with name – 'KACWASCO' in an indelible manner to reduce the chance of theft.	
	A water meter shall be clearly and indelibly marked with the following information, either grouped or distributed, on the casing. These markings shall be visible without dismantling the water meter after the instrument has been placed on the market or put into use. a) **Unit of measurement.** **b) Accuracy class** c) **Numerical value of Q_3 and the ratio Q_3/Q_1:** if the meter measures reverse flow and the values of Q_3 and the ratio Q_3/Q_1 are different in the two directions, both values of Q_3 and Q_3/Q_1 shall be inscribed; the direction of flow to which each pair of values refers shall be clear. The ratio Q_3/Q_1 may be expressed as R, e.g. "R160". If the meter has different values of Q_3/Q_1 in horizontal and vertical positions, both values of Q_3/Q_1 shall be inscribed, and the orientation to which each value refers shall be clear. d) **Type approval** sign according to national regulations. **e) Name or trademark of the manufacturer.** f) **Year of manufacture**, the last two digits of the year of manufacture, or the month and year of manufacture. g) **Serial number** (as near as possible to the indicating device). The serial number may be engraved or laser printed in a data matrix format (article code + serial number) for auto reading of the serial number. h) **Marking of approving laboratory with approval number.** **Indelible marking of QR data matrix showing meter serial number, and traceability of order from manufacturer.** {*Data Matrix code is a two-dimensional barcode consisting of black and white "cells" or modules arranged in either a square or rectangular pattern, also known as a matrix. The information to be encoded can be text or numeric data.)* h) **Direction of flow**, by means of an arrow (shown on both sides of the body or on one side only provided the direction of flow arrow is easily visible under all circumstances). i) Maximum admissible pressure (MAP) if it exceeds 1 MPa (10 bar) or 0,6 MPa (6 bar) for DN ≥500. j). The temperature class will be **T50**.	
Water Hammer	The meter shall be tested against the effect of water hammer for up to 100,000 cycles. The meter shall remain within the calibration range for period of minimum one year.	
Maintenance and guarantees	The water meter manufacturer must guarantee that the meter will perform at its optimum accuracy throughout its lifespan with only the removal of silt.	
	Maintenance manuals: Installation manuals, commercial guides and data sheets (in English) shall be provided. The only maintenance will be removal of silt.	
	Warranty: The minimum warranty period shall be two years. Warranty must be from the manufacturer.	

TECHNICAL SPECIFICATIONS FOR SINGLE-JET METERS		
Technical Requirement	**Description**	**Evaluation (Yes/No)**
	For specially designed and manufactured unserviceable water meters, the manufacturer should provide <u>a guaranteed lifespan of its accuracy of at least 7 years.</u> This shall be a written declaration from the manufacturer.	
Tampering resistance	**TAMPERING RESISTANCE:** The water meter must be resistant to sand, manganese, lime, 12,000 Gauss magnets, hot needles, G-clamps and condensation on the underside of the window of indicating device. The meter should have an indicating pin to show clamp tampering.	
Materials & Design	The dial should be of dry dial magnetic type in all the water meters.	
Automated Meter Reading and NRW management capability	**<u>Automated Meter Reading Capabilities (These shall be procured separately as step 2 upon approval)</u>** **Minimum capabilities for Radio Module or Sensor:** 1. Compact radio emitter that snaps onto the meter with a locking mechanism, and transmits data. **<u>A wireless/contactless module is mandatory, and must transmit data in real time: every 12 seconds. The use of reed switches is not recommended.</u>** 2. **<u>Radio emitter must use OMS protocol for data transmission to a receiver</u>** 3. Compatible with a modular meter inductive technology (Ha+Ti or Ti) 4. Frequency MHz 868 for mobile mode walk-by or drive-by through radio frequency transmission module and fixed Network via GPRS/GSM 5. Transmission power 16mW 6. **<u>Transmission of current index with a 0.1l resolution; 11 historical index values and detailed leak, mechanical fraud, and low battery alarms is compulsory.</u>** 7. **<u>Transmission is a rich multiple stream of data not a single pulse</u>** 8. Radio range Up to 1500m depending on the environment with a Bluetooth receiver for transmission of meter readings 9. **<u>Approval EN 300 220,</u>** 10. **<u>Approval CE RTTE</u>** 11. **<u>Approval EN 13757, RED directive</u>** 12. **<u>Approval ROHS 2011</u>** 13. Battery lifetime at least 12 years and a continuous signal emission in programmable seconds supporting wireless system interface 14. **<u>Degree of Protection should be IP 68</u>** 15. Insensitive to magnetic fraud 16. Provision for manual download and/or delete readings directly from the water meter in case the radio frequency module fails. 17. **<u>RADIO MODULE must be programmable on site using IrDa high security technology.</u>** 18. RADIO MODULE programmable at manufacturers facility as well as onsite 19. **<u>RADIO MODULE should fit all sizes and types of meter in the same snap on fashion regardless of the size and type of water meter. Unless the meter manufacturer is different from the radio module.</u>** The Radio Module or sensor shall include an electronic circuit that picks up the data sent by an emitter (clipped on a water meter) and stores them in memory. The pulse reader or sensor transmits the data and other operating information within 10 seconds or less on mobile mode walk-by or drive-by through radio frequency transmission module on real time basis for fixed Network via	

TECHNICAL SPECIFICATIONS FOR SINGLE-JET METERS		
Technical Requirement	**Description**	**Evaluation (Yes/No)**
	GPRS/GSM. **Walk-by/Drive-by** : A handheld unit equipped with a receiver that collects the reading information and directly transfers them to the central computer system within radius of at least 500m. **Fixed network :** A fixed GPRS/WAN receiver installed in buildings, will collect the data from all the external Radio module or sensors, memorize them, and transmit them each day via GPRS/WAN to a centralized server. A battery powered receiver will be preferable, with the ability to be attached to any structure. Should be connected and fully synchronized to remote reading or consumption-analysis systems, presented as Web Portal interfaces. The system's online portal must provide a user-friendly interface for detailed analytics, and ability to communicate with billing software. The software should be able to calculate night time flow, under flow and capture consumer data and contact information (ex: GPS). Comply with ISO 4064-1:2014 Section 5 i.e. "Water Meters equipped with electronic devices" **Features of the Fully integrated online platform** The portal shall have, but not limited to, the following features: 1. Real time analytics on non-revenue water with the ability to select zones for monitoring 2. Ability to store available customer's information, location, and historical alarms e.g. Mechanical fraud, backflow etc 3. Ability to add users, or update users details as may be needed 4. Show water consumption data in real time and provide ability to select the required portions by specifying parameters 5. Ability to view consumptions, download in various formats, print or send 6. Configurable SMS & E-Mail notifications 7. Support for customer complaint registration via the portal 8. Raising consumption, NRW & night time flow alerts/default alerts, and transmission of action to administrators	

TECHNICAL SPECS FOR DN 50, 80 AND 100 SINGLE JET METERS

<table>
<tr><th>Technical Requirement</th><th>Description</th><th>Evaluation (Requirement fulfilled - Yes/No)</th></tr>
<tr><td>Required Certificates</td><td>- ISO 9001:2008 (ISO 9001:2015 is an added advantage); ISO 14001:2004 (ISO 14001:2015 is an added advantage); BS OHSAS 18001:2007;
- Type approval certificate (either according to EN ISO 4064:2014, or OIML R49: 2013) from 28-06-2017 listed OIML Issuing Authorities Laboratories i.e. NMI-Australia; PTB-Germany; KIWA or NMiCertin - Netherlands; FORCE Certification A/S-Denmark; LNE-France; NMIJ/AIST-Japan; NMRO-UK; RISE-Sweden;
- MID also accepted
- Manufacturer’s Authorization to sell
- KEBS certificate
- Manufacturer’s Calibration Certificate</td><td></td></tr>
<tr><td>Type of Water Meter</td><td>Single Jet (Mechanical or with AMR enabled * [Smart]); *Automatic Meter Reading or Smart Water Meter</td><td></td></tr>
<tr><td>Class of Water Meter</td><td>The value of the ratio $R=Q_3/Q_1$ shall behave an accuracy of R315 for DN50 and DN65 and R400 for DN 80 & 100mm.
Q_s = Starting Flow rate.
<table><tr><td>DN</td><td>mm</td><td>50</td><td>65</td><td>80</td><td>100</td></tr><tr><td>L</td><td>mm</td><td>300</td><td>300</td><td>350</td><td>350</td></tr><tr><td>Q_3</td><td>m^3/h</td><td>25</td><td>40</td><td>63</td><td>100</td></tr><tr><td>Q_3/Q_1</td><td>R</td><td>315</td><td>315</td><td>630</td><td>630</td></tr><tr><td>Q_s</td><td>l/h</td><td>15</td><td>25</td><td>25</td><td>40</td></tr><tr><td>Q_1</td><td>l/h</td><td>80</td><td>127</td><td>100</td><td>158</td></tr><tr><td>Q_2</td><td>l/h</td><td>127</td><td>203</td><td>160</td><td>254</td></tr><tr><td>Q_4</td><td>m^3/h</td><td>31.25</td><td>50</td><td>78.75</td><td>125</td></tr></table></td><td></td></tr>
<tr><td>Sizing of Water Meter</td><td><u>DN 50, 65, 80, 100 mm.</u>
The meter size will be designated by the nominal size of its inlet and outlet threaded or flanged connectors. Both the inlet and outlet shall be of the same size and on the same axis.
For each meter size designated, the corresponding fixed set of dimensions must correspond to BS 5728/1, ISO 4064-1: 2014 and no deviations from this shall be accepted
(DN 50mm, 80, 100mm)</td><td></td></tr>
<tr><td>Meter Application</td><td><u>Water Utility request for Accuracy Class 2 water meters</u>
The meter manufacturer shall specify the accuracy class
ISO 4064-1:2014 Section 4.2
Accuracy class and maximum permissible error (MPE)
4.2.1 General
A water meter shall be designed and manufactured such that its errors (of indication) do not exceed the maximum permissible errors</td><td></td></tr>
</table>

Technical Requirement	Description	Evaluation (Requirement fulfilled - Yes/No)
Material Requirements	(MPEs) as defined in 4.2.2 or 4.2.3 under rated operating conditions. A water meter shall be designated as either accuracy class 1 or accuracy class 2, according to the requirements of 4.2.2 or 4.2.3. **4.2.2 Accuracy class 1 water meters** The MPE for the upper flow rate zone ($Q_2 \leq Q \leq Q_4$) is ±1 %, for temperatures from 0,1 °C to 30 °C, and ±2 % for temperatures greater than 30 °C. The MPE for the lower flow rate zone ($Q_1 \leq Q < Q_2$) is ±3 % regardless of the temperature range. **4.2.3 Accuracy class 2 water meters** A water meter shall be designated as accuracy class 2. This requires the Maximum Permissible Error (MPE) to be *±2 %* (for temperatures from *0.1 °C* to *30 °C* and *±3 %* for temperatures greater than *30 °C*) for the upper flow rate zone. As the temperature in Kenya is greater than *30 °C*, a MPE of *±3 %* is acceptable. The MPE for the lower flow rate zone shall be *±5 %*. The MPE for the upper flow rate zone ($Q_2 \leq Q \leq Q_4$) is ±2 %, for temperatures from 0,1°C to 30 °C, and±3 % for temperatures greater than 30 °C. The MPE for the lower flow rate zone ($Q_1 \leq Q < Q_2$) is ±5 % regardless of the temperature range. The material should be resistant to normal exposures. The **meter body shall be brass**. **<u>The brass meter shall be flanged. Rotating flanges are an added advantage.</u>**(The meter body material to be specified in the brochure) The meter shall be delivered calibrated. In addition to the inscription requirement in **ISO 4064-1:2014 Section 6.6** (see Annex F, Marks and Inscriptions), the nominal diameter is required to be marked on the meter. As the recommended temperature class, T50, differs from T30, it should be indicated additionally. Furthermore, the abbreviation of the specific WSP shall be engraved to reduce the chance of theft. **Marks and inscriptions** **6.6.2** A water meter shall be clearly and indelibly marked with the following information, either grouped or distributed, on the casing, the indicating device dial, an identification plate or the meter cover, if it is not detachable. These markings shall be visible without	

Technical Requirement	Description	Evaluation (Requirement fulfilled - Yes/No)
	dismantling the water meter after the instrument has been placed on the market or put into use. a) Unit of measurement. b) Accuracy class, where it differs from accuracy class 2. c) Numerical value of Q_3 and the ratio Q_3/Q_1: if the meter measures reverse flow and the values of Q_3 and the ratio Q_3/Q_1 are different in the two directions, both values of Q_3 and Q_3/Q_1 shall be inscribed; the direction of flow to which each pair of values refers shall be clear. The ratio Q_3/Q_1 may be expressed as R, e.g. “R160”. If the meter has different values of Q_3/Q_1 in horizontal and vertical positions, both values of Q_3/Q_1 shall be inscribed, and the orientation to which each value refers shall be clear. d) Type approval sign according to national regulations. e) Name or trademark of the manufacturer. f) Year of manufacture, the last two digits of the year of manufacture, or the month and year of manufacture. g) Serial number (as near as possible to the indicating device). The serial number may be engraved or laser printed in a data matrix format (article code + serial number) for auto reading of the serial number. Marking of approving laboratory with approval number Indelible marking of QR data matrix showing meter serial number, and tracebility of order from manufacturer. {*Data Matrix code is a two-dimensional barcode consisting of black and white "cells" or modules arranged in either a square or rectangular pattern, also known as a matrix. The information to be encoded can be text or numeric data.)* h) Direction of flow, by means of an arrow (shown on both sides of the body or on one side only provided the direction of flow arrow is easily visible under all circumstances). i) Maximum admissible pressure (MAP) if it exceeds 1 MPa (10 bar) or 0,6 MPa (6 bar) for DN ≥500. j) Letter V or H, if the meter can only be operated in the vertical or horizontal position. k) The temperature class will be **T50**.	

<table>
<tr><th>Technical Requirement</th><th>Description</th><th>Evaluation (Requirement fulfilled - Yes/No)</th></tr>
<tr><td></td><td>
<table>
<tr><th>Class</th><th>mAT^{0}C</th><th>MAT ^{O}C</th></tr>
<tr><td>T30</td><td>0.1</td><td>30</td></tr>
<tr><td>T50</td><td>0.1</td><td>50</td></tr>
<tr><td>T70</td><td>0.1</td><td>70</td></tr>
<tr><td>T90</td><td>0.1</td><td>90</td></tr>
<tr><td>T130</td><td>0.1</td><td>130</td></tr>
<tr><td>T180</td><td>0.1</td><td>180</td></tr>
<tr><td>T30/70</td><td>30</td><td>70</td></tr>
<tr><td>T30/90</td><td>30</td><td>90</td></tr>
<tr><td>T30/130</td><td>30</td><td>130</td></tr>
<tr><td>T30/180</td><td>30</td><td>180</td></tr>
</table>
l) The pressure loss class where it differs from Δp63.
m) The installation sensitivity class where it differs from U0/D0.However, U0/D0 is required.
A working pressure of 1,600 kPa is recommended. This should be indicated on the meter as well.1 bar = 100kPa
A water meter shall be designated as accuracy class 2. This requires the Maximum Permissible Error (MPE) to be ±2 % (for temperatures from 0.1 °C to 30 °C and ±3 % for temperatures greater than 30 °C) for the upper flow rate zone. As the temperature in Kenya is greater than 30 °C, a MPE of ±3 % is acceptable. The MPE for the lower flow rate zone shall be ±5 %.</td><td></td></tr>
<tr><td>Engraving</td><td>The abbreviation of KACWASCO shall be engraved to reduce the chance of theft.</td><td></td></tr>
<tr><td>Packaging</td><td>Every single meter must be packed separately with a robust shock-proof or shock-resistant material (such as bubble-wrap) to prevent it from damage during transportation, delivery and installation.</td><td></td></tr>
<tr><td>Water Hammer</td><td>The meter has to be tested against the effect of water hammer for up to 100,000 cycles. The meter remains within the calibration range for period of minimum one year.</td><td></td></tr>
<tr><td>Additional Non-Technical Requirements</td><td>Spare parts/after sales service: NO SPARE PARTS! A water meter shall require no spare parts or servicing, except for the removal of silt by from the internal strainer is preferred. This ensures that the metrology of the water meter is preserved,</td><td></td></tr>
</table>

Technical Requirement	Description	Evaluation (Requirement fulfilled - Yes/No)
Metrological requirements	protected and never tampered with. The water meter manufacturer must guarantee that the meter will perform at its optimum accuracy throughout its lifespan with only the removal of silt. **Maintenance manuals**: Installation manuals, commercial guides and data sheets (in English) shall be provided. The only maintenance will be removal of silt. **Warranty**: The minimum warranty period shall be two years. Warranty must be from the manufacturer. For specially designed and manufactured unserviceable water meters, the manufacturer should provide a guaranteed **lifespan** of at least 8 years. **Testing:** Before authorizing payments and upon delivery after the award of contract, the company will be sampling 1% of the meters at random. A batch will be considered as failed if one or more meters do not comply with the established technical specifications or have failed the tests. Under these circumstances, the specific batch of meters has to be rejected. A random batch of 1% in every batch of 100 meters will be selected by a representative of the MAWASCO's technical department. The tests must be conducted by a Kenya National Accreditation Service (KENAS) Accredited Meter Testing Laboratory such as KEBS or Nyeri Water and Sewerage Company Ltd. The costs for testing shall be taken over by the supplier. Furthermore, the supplier has also to bear the costs for replacement if rejected. **ISO 4064-1:2014 Section 3** Q_1 **- minimum flow rate -** lowest flow rate at which the meter is to operate within the maximum permissible errors Q_2 - **transitional flow rate** - flow rate between the permanent flow rate and the minimum flow rate that divides the flow rate range into two zones, the upper flow rate zone and the lower flow rate zone, each characterized by its own maximum permissible errors Q_3 - **permanent flow rate -** highest flow rate within the rated operating conditions at which the meter is to operate within themaximum permissible errors Q_4 - **overload flow rate** - highest flow rate at which the meter is to operate for a short period of time within the maximum permissible errors, while maintaining its metrological performance when it is subsequently operating within the rated operating conditions	

Technical Requirement	Description	Evaluation (Requirement fulfilled - Yes/No)
	ISO 4064-1:2014 Section 4 4.1 Values of Q_1, Q_2, Q_3, and Q_4 4.1.1 The flow rate characteristics of a water meter shall be defined by the values of Q_1, Q_2, Q_3, and Q_4. 4.1.2 A water meter shall be designated by the numerical value of Q_3 in m^3/h and the ratio Q_3/Q_1. 4.1.3 The value of Q_3 , expressed in m^3/h, shall be chosen from the following list: 1; 1,6; 2,5; 4; 6,3; 10; 16; 25; 40; 63; 100; 160; 250; 400; 630; 1000; 1600; 2500; 4000; 6300; *The list may be extended to higher or lower values in the series.* 4.1.4 The value of the ratio Q_3/Q_1 shall be chosen from the following list: 40; 50; 63; 80; 100; 125; 160; 200; 250; 315; 400; 500; 630; 800; 1000 The list may be extended to higher values in the series. *NOTE: The values in 4.1.3 and 4.1.4 are taken from ISO 3,[4] R 5 and R 10 lines, respectively.* 4.1.5 The ratio Q_2/Q_1 shall be 1,6. 4.1.6 The ratio Q_4/Q_3 shall be 1,25. Tenderers shall state the meteorological classes of the meters offered.	

<table>
<tr><th>Technical Requirement</th><th>Description</th><th>Evaluation (Requirement fulfilled - Yes/No)</th></tr>
<tr><td>Pressure Loss

Indicating device</td><td>
ISO 4064-1:2014 Section 6.5

The pressure loss through a water meter, including its filter or strainer and/or straightener, where either of these forms an integral part of the water meter, shall not be greater than 0,063 MPa (0,63 bar) between Q_1 and Q_3.

<table>
<tr><td rowspan="2">Class</td><td>Maximum Pressure Loss</td><td></td></tr>
<tr><td>MPa</td><td>Bar</td></tr>
<tr><td>Δp63</td><td>0.063</td><td>0.63</td></tr>
<tr><td>Δp63</td><td>0.040</td><td>0.40</td></tr>
<tr><td>Δp63</td><td>0.025</td><td>0.25</td></tr>
<tr><td>Δp63</td><td>0.016</td><td>0.16</td></tr>
<tr><td>Δp63</td><td>0.010</td><td>0.10</td></tr>
</table>
ISO 4064-1:2014 Section 6.7 Indicating device

6.7.1 General requirements

6.7.1.1 Function

The indicating device of a water meter shall provide an easily readable, reliable, and unambiguous visual indication of the indicated volume. A combination meter may have two indicating devices, the sum of which provides the indicated volume.

6.7.1.2 Unit of measurement, symbol, and its placement

The indicated volume of water shall be expressed in cubic metres. The symbol m^3 shall appear on the dial or immediately adjacent to the numbered display.

If units of measurement outside the SI are required or allowed by a country’s national regulations, these units of measurement shall be considered acceptable for indications in that country. In international trade, the officially agreed equivalents between these units of measurement and those of the SI shall be used
</td><td></td></tr>
</table>

Technical Requirement	Description	Evaluation (Requirement fulfilled - Yes/No)

Q_3	Indicating Range (Minimum Values)
m^3/h	m^3
$Q_3 \leq 6,3$	9 999
$6,3 < Q_3 \leq 63$	99 999
$63 < Q_3 \leq 630$	999 999
$630 < Q_3 \leq 6\ 300$	9 999 999

ISO4064-1:2014 Section 6.7.1.3 Indicating range

The indicating device shall be able to record the indicated volume in cubic metres given in Table abovewithout passing through zero.

6.7.1.4 Colour coding for indicating devices
The colour black should be used to indicate the cubic metre and its multiples.
The colour red should be used to indicate sub-multiples of a cubic metre.
These colours shall be applied to either pointers, indexes, numbers, wheels, discs, dials or to the apertureframes.

Other means of indicating the cubic metre, its multiples and its sub-multiples may be used for a water meter provided there is no ambiguity in distinguishing between the primary indication and alternative displays, e.g. sub-multiples for verification and testing.

6.7.2 Types of indicating device
Any of the following types shall be used.
6.7.2.1 Type 1 - Analogue device
The indicated volume is indicated by continuous movement of
a) one or more pointers moving relative to graduated scales, or
b) one or more circular scales or drums each passing an index.
The value expressed in cubic metres for each scale division shall be of the form 10^n, where n is a positive or negative whole number or zero, thereby establishing a system of consecutive decades. Each scale shall either be graduated in values expressed in cubic metres or accompanied by a multiplication factor (×0,001; ×0,01; ×0,1; ×1; ×10; ×100; ×1 000, etc.)
Rotational movement of the pointers or circular scales shall be clockwise.
Linear movement of pointers or scales shall be left to right.
Movement of numbered roller indicators (drums) shall be upwards.

6.7.2.2 Type 2 - Digital device
The indicated volume is given by a line of adjacent digits appearing in one or more apertures. The advance of a given digit shall be completed while the digit of the next immediately lower decade changes from 9 to 0. The apparent height of the digits shall be at least 4 mm.

Technical Requirement	Description	Evaluation (Requirement fulfilled - Yes/No)
Materials and Design	**For non-electronic devices:** a) movement of numbered roller indicators (drums) shall be upwards; b) if the lowest value decade has a continuous movement, the aperture shall be large enough to permit a digit to be read unambiguously. **For electronic devices:** c) either permanent or non-permanent displays are permitted - for non-permanent displays, the volume shall be able to be displayed at any time for at least 10 s; d) the meter shall provide visual checking of the entire display which shall have the following sequence: 1) for seven segment type displaying all the elements (e.g. an "eights" test); 2) for seven segment type blanking all the elements (a "blanks" test); 3) for graphical displays an equivalent test to demonstrate that display faults cannot result in any digit being misinterpreted. The materials used in the construction shall be designed to withstand raw and treated (potable) water and operate for at least 5 years without normal need for maintenance or repair and without the maximum error exceeding the specified limits. Tenderers shall specify the optimum pH and the water quality for which the meters have been designed. They must be constructed throughout of materials which are resistant to internal and external corrosion and if necessary be protected by some suitable surface treatment. All materials of the water meter which are in contact with the water flowing through the water meter shall be non-toxic and non-tainting. Water temperature variations within the working range shall not adversely affect the materials used in the construction of the water meter. The water meter must be resistance to sand, manganese, lime, 12,000 Gauss magnets, hot needles, G-clamps and condensation on the underside of the window of indicating device. **ISO 4064-1:2014 Section 6.1 Materials and construction of water meters** **6.1.1** A water meter shall be manufactured from materials of adequate strength and durability for the purpose for which it is to be used. **6.1.2** A water meter shall be manufactured from materials which shall not be adversely affected by the water temperature variations, within the working temperature range **6.1.3** All parts of a water meter in contact with the water flowing through it shall be manufactured from materials which are conventionally known to be non-toxic, non-contaminating, and biologically inert. *Attention is drawn to national regulations.* **6.1.4** The complete water meter shall be manufactured from	

Technical Requirement	Description	Evaluation (Requirement fulfilled - Yes/No)
	materials which are resistant to internal and external corrosion or which are protected by a suitable surface treatment. **6.1.5** A water meter indicating device shall be protected by a transparent window. A cover of a suitable type may also be provided as additional protection. **6.1.6** Where there is a risk of condensation forming on the underside of the window of a water meter indicating device, the water meter shall incorporate devices for prevention or elimination of condensation. (*The units should be permanently sealed and should be frost, moisture and dust proof.)* **6.1.7** A water meter shall be of such design, composition, and construction that it does not facilitate the perpetration of fraud. **6.1.8** A water meter shall be fitted with a metrological controlled display. The display shall be readily accessible to the customer, without requiring the use of a tool. **6.1.9** A water meter shall be of such design, composition, and construction that it does not exploit the MPE or favour any party.	
Dial Counter	The dial should be of **dry dial magnetic type in all the water meters**. The register is fully – sealed, vacuum filled, with a sample straight – reading presentation. The register is placed in a window inside the meter body in the direction of flow for easy reading.	
Meter Installation Orientation	Letter V or H should be marked or inscribed on the meter, if the meter can only be operated in the vertical or horizontal position. [Velocity Meters]	
Installation Requirements	**It is recommended that the Manufacturer provides his / her specific preferred installation instructions.** The installation instructions shall be guided by the ISO 4064-5:2014 best practice recommendations. **ISO 4064-5:2014 - Installation.** **6.1 General requirements** **6.1.1** Every water meter, single or in a group, shall be easily accessible for reading (without the use of a mirror or ladder, for instance), for installation, for maintenance, for removal and for *in situ* dismantling of the mechanism if required. In addition, for water meters of a mass in excess of 25 kg, there shall be clear access to the installation site to allow the water meter to be brought to, or removed from, its working position, and adequate space around the working position for the installation of lifting gear. The following points should be taken into account: a) the need for adequate illumination of the installation site; b) the need for the floor to be even, rigid, non-slip and clear of obstacles. **6.1.2** Associated fittings such as those specified in Clause 5, if	

Technical Requirement	Description	Evaluation (Requirement fulfilled - Yes/No)
	fitted, shall also be readily accessible, and the requirements of 6.1.1 relating to large meters are also applicable for the fittings. **6.1.3** Measures shall be employed to avoid contamination, especially when the meter is installed in a pit, by mounting the water meter and the fittings at a sufficient height above the floor. If necessary, the pit shall be provided with a sump or drain for water removal. **6.2 Installation requirements** **6.2.1** For correct operation, a water meter shall always be full of water. If there is a risk of air entering the meter, an upstream air release valve shall be installed. **6.2.2** The meter shall be protected from the risk of damage by shock or vibration. **6.2.3** The meter shall not be subjected to undue stresses caused by pipes and fittings. If necessary, it shall be mounted on a plinth or bracket. The water pipe lines and associated fittings shall be adequately anchored to ensure that no part of the installation can be displaced under water thrust when the meter is dismantled or disconnected on one side. **6.2.4** The meter shall be protected from the risk of damage from extremes of temperature of the water or ambient air. **6.2.5** Where possible, the meter pit shall be protected from flooding and rainwater. **6.2.6** The instructions shall give limits on orientation dependent on the meter type. **6.2.7** The meter shall be protected from the risk of damage due to external environmental corrosion. **6.2.8** In the case where the water meter is part of an electrical earthing, in order to minimize the risk to operational staff, there shall be a permanent shunt for the water meter and its associated fittings. **NOTE:** Any national or local legislation concerning the use of water pipes for this purpose applies in the country of use. **6.2.9** Unfavourable hydraulic conditions, e.g. cavitation, surging and water hammer, should be avoided.	

Technical Requirement	Description	Evaluation (Requirement fulfilled - Yes/No)
Automatic Meter Reading Capability	The water meter shall be AMR ready or enabled to allow for future Automatic Meter Reading Capabilities. The AMR meter shall conform to the following characteristics so that it can be ready for AMR. For future tasks, the AMR water meter shall also be compatible with an external pulse reader or sensor and can transmit meter readings via a radio frequency reading system or a fixed network pulse transmitter via GPRS / GSM. Characteristics of the Pulse Reader, Radio frequency reading system and fixed network pulse transmitter are detailed below The water meter will be equipped with pulse emitters which can manage the flow values in both directions and also features alarms. The pulse emitters will An external pulse reader or sensor that is fixed on the meter and fitted with either a radio frequency reading system or a fixed network pulse transmitter via GPRS / GSM. **Properties of Pulse Reader or Sensor:** 1. Compact radio emitter 2. Compatible with a modular meter inductive technology (Ha+Ti or Ti) 3. Frequency MHz 868.95 or 434.47 (for mobile mode walk-by or drive-by through radio frequency transmission module) and 868.30 or 433.42 (for fixed Network via GPRS/GSM) 4. Transmission power 16mW 5. Transmission mode Unidirectional 6. Radio range Up to 2000 m depending on the environment with a Bluetooth receiver for transmission of meter readings 7. Approval EN 300 220, CE RTTE 8. Battery lifetime up to 15 years and a continuous signal emission in programmable seconds. 9. Degree of Protection should be IP 68 10. Insensitive to magnetic fraud 11. Tampering Alarm 12. Provision for manual download and/or delete readings directly from the water meter incase the radio frequency module fails. The pulse reader or sensor shall include an electronic circuit that picks up the data sent by an emitter (clipped on a water meter) and stores them in a memory. The pulse reader or sensor transmits the data and other operating information atleast every 10 seconds or less on mobile mode walk-by or drive-by through radio frequency transmission module and atleast every 20 minutes or lessfor fixed Network via GPRS/GSM.	

Technical Requirement	Description	Evaluation (Requirement fulfilled - Yes/No)
	Walk-by/Drive-by: A handheld unit equipped with a receiver that collects the reading information and directly transfers them to the central computer system within a certain radius. **Fixed network:** A fixed GPRS/LAN receiver installed in buildings, will collect the data from all the external pulse readers or sensors, memorize them, and transmit them each day via GPRS/LAN to a centralized server. Can be connected to remote reading or consumption-analysis systems. Comply with ISO 4064-1:2014 Section 5 i.e. “Water Meters equipped with electronic devices ‘‘	

SECTION VI - SCHEDULE OF REQUIREMENTS

N0.	Item Description	Unit of Measure	Minimum Quantity	Maximum Quantity for contract period
1	Cold consumer meters 15mm as per technical specifications	No.	500	6000
2	Cold consumer meters 20mm as per technical specifications	No	150	1800
3	Cold consumer meters 25mm as per technical specifications	No	50	600
4	Cold consumer meters 32mm as per technical specifications	No	2	24
5	Cold consumer meters 40mm as per technical specifications	No	2	24
6	Cold consumer meters 50mm as per technical specifications	No	2	24
7	Cold consumer meters 80mm as per technical specifications	No	2	24
8	Cold consumer meters 100mm as per technical specifications	No	2	24
9	Brass union Liners			
	25mm	No.	50	600
	20mm	No	100	1200
	15mm	No	100	1200
10	Meter Seals ½”	Pcs	500	6000
11	Meter Seals ¾”	Pcs	500	6000
12	Meter bids	Pkt	2	24
13	Meter Sealing guns	Pcs	2	24
14	Meter Sealing Wire	Roll	2	24

SECTION VII - PRICE SCHEDULE FOR GOODS

Name of tenderer _____ Tender Number _____

Item	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE.	COUNTRY OF ORGIN
1	Cold consumer meters 15mm as per technical specifications	No.	1			
2	Cold consumer meters 20mm as per technical specifications	No	1			
3	Cold consumer meters 25mm as per technical specifications	No	1			
4	Cold consumer meters 32mm as per technical specifications	No	1			
5	Cold consumer meters 40mm as per technical specifications	No	1			
6	Cold consumer meters 50mm as per technical specifications	No	1			
7	Cold consumer meters 90mm as per technical specifications	No	1			
8	Cold consumer meters 100mm as per technical specifications	No	1			
9	Brass union Liners		1			
	25mm	No.	1			
	20mm	No	1			
	15mm	No	1			
10	Meter Seals ½"	Pcs	1			
11	Meter Seals ¾"	Pcs	1			
12	Meter bids	Pkt	1			
13	Meter Sealing guns	Pcs	1			
14	Meter Sealing Wire	Roll	1			

Signature of tenderer _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.
Purchases will be made as and when required.

SECTION VIII - STANDARD FORMS

Notes on the sample Forms

1. Form of Tender - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.

2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.

3. Tender Security Form - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.

4. Contract Form - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.

5. Performance Security Form - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.

6. Bank Guarantee for Advance Payment Form - When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.

7. Manufacturers Authorization Form - When required by the ender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

8.1 **FORM OF TENDER**

Date _____
Tender No. _____

To: _____

_____
[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. ……. *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (…… (*insert equipment description*) in conformity with the said tender documents for the sum of ……. (*total tender amount in words and figures*) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract , in the form prescribed by ……. …….(*Procuring entity).*

4. We agree to abid by this Tender for a period of …… [*number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20 _____

_____ _____
[signature] [in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business
You are advised that it is a serious offence to give false information on this form

Part 1 – General:

Business Name ……
Location of business premises. ……
Plot No…… Street/Road ……..
Postal Address …….. Tel No. ……. Fax ……. E mail …….
Nature of Business ……..
Registration Certificate No. ……
Maximum value of business which you can handle at any one time – Kshs. ……
Name of your bankers …….. Branch ……

	Part 2 (a) – Sole Proprietor Your name in full …….. Age …….. Nationality …… Country of origin ……. • Citizenship details …… …… •
	Part 2 (b) Partnership Given details of partners as follows: Name Nationality Citizenship Details Shares 1. …… 2. …… 3. …….. 4. ……..
	Part 2 (c) – Registered Company Private or Public ……. State the nominal and issued capital of company- Nominal Kshs. …… Issued Kshs. …… Given details of all directors as follows Name Nationality Citizenship Details Shares 1…… 2. …….. 3. …… 4. …… 5 …….
Date …….. Signature of Candidate ……..	

- If a Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or registration.

8.3 TENDER SECURITY FORM

Whereas ……. [*name of the tenderer]* (hereinafter called "the tenderer") has submitted its tender dated ……. [*date of submission of tender]* for the supply, installation and commissioning of ……*[name and/or description of the equipment]* (hereinafter called "the Tender") …….. KNOW ALL PEOPLE by these presents that WE …… of ……. having our registered office at …… (hereinafter called "the Bank"), are bound unto …….. [*name of Procuring entity}* (hereinafter called "the Procuring entity") in the sum of …….. for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20 _____.

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:

(a) fails or refuses to execute the Contract Form, if required; or

(b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

*[signature of the bank]*_____

(Amend accordingly if provided by Insurance Company)

8.4 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between …… [*name of Procurement entity)* of …….. [*country of Procurement entity]* (hereinafter called "the Procuring entity) of the one part and …….. [*name of tenderer]* of …….. [*city and country of tenderer]* (hereinafter called "the tenderer") of the other part;

WHEREAS the Procuring entity invited tenders for certain goods] and has accepted a tender by the tenderer for the supply of those goods in the sum of …… [*contract price in words and figures]* (hereinafter called "the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:

(a) the Tender Form and the Price Schedule submitted by the tenderer
(b) the Schedule of Requirements
(c) the Technical Specifications
(d) the General Conditions of Contract
(e) the Special Conditions of contract; and
(f) the Procuring entity's Notification of Award

3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions 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.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Procuring entity

Signed, sealed, delivered by _____ the _____ (for the tenderer in the presence of _____

(Amend accordingly if provided by Insurance Company)

8.5 **PERFORMANCE SECURITY FORM**

To …….
[*name of Procuring entity]*

WHEREAS …… [*name of tenderer*] (hereinafter called "the tenderer") has undertaken , in pursuance of Contract No. _____ [*reference number of the contract]* dated _____ 20 _____ to supply …… [*description of goods]* (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of ……. [*amount of the guarantee in words and figure]* and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of …….. [*amount of guarantee]* as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20 _____

Signed and seal of the Guarantors

_____
[name of bank or financial institution]

_____
[address]

_____
[date]

8.6 **BANK GUARANTEE FOR ADVANCE PAYMENT FORM**

To ……
[*name of Procuring entity]*

[name of tender] ……..

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, ……. [*name and address of tenderer]*(hereinafter called "the tenderer") shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of …… ……. [*amount of guarantee in figures and words]*.

We, the ……. [*bank or financial institutions]*, as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding …… [*amount of guarantee in figures and words]*

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until …… [*date]*.

Yours truly,

Signature and seal of the Guarantors

_____
[name of bank or financial institution]

_____
[address]

_____
[date]

8.7 MANUFACTURER'S AUTHORIZATION FORM

To [*name of the Procuring entity] ……..*

WHEREAS ……[*name of the manufacturer]* who are established and reputable manufacturers of …….. [*name and/or description of the goods]* having factories at …… [*address of factory]* do hereby authorize …… [*name and address of Agent]* to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. ……. [*reference of the Tender]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

_____

[*signature for and on behalf of manufacturer]*

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent.

8.8 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity
_____
_____

To:_____
_____
_____
_____

RE: Tender No._____

Tender Name_____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

_____
_____

1. Please acknowledge receipt of this letter of notification signifying your acceptance.

2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.

3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

   *(FULL PARTICULARS)*_____
   _____

SIGNED FOR ACCOUNTING OFFICER

8.9 FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO…….OF…….….20……...

BETWEEN

…….APPLICANT

AND

……RESPONDENT *(Procuring Entity*)

Request for review of the decision of the…… (*Name of the Procuring Entity)* of ……dated the…day of ……20…….in the matter of Tender No……..…of ……..20…

REQUEST FOR REVIEW

I/We……,the above named Applicant(s), of address: Physical address…….Fax No……Tel. No……..Email ……, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:-

1.

2.

etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

1.

2.

etc

SIGNED …….(Applicant)

Dated on…….day of ……/…20…

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on …… day of ……....20….……

SIGNED

Board Secretary