



MINISTRY OF WATER, SANITATION & IRRIGATION
KENYA WATER INSTITUTE

TENDER DOCUMENT FOR

SUPPLY AND DELIVERY OF MOTOR VEHICLE-DOUBLE CAB PICKUP 4X4.

TENDER NO.KEWI/TENDER/006/2024/2025

CLIENT:

**THE DIRECTOR/CEO,
KENYA WATER INSTITUTE,
P. O BOX 60013 - 00200,
NAIROBI**

CLOSING DATE: MONDAY 12THAUGUST, 2024 AT 10.00 A.M.

AUGUST 2024

SECTION A: INVITATION TO BID

SUPPLY AND DELIVERY OF MOTORVEHICLE-DOUBLE CAB PICKUP 4X4 AS PER THE ATTACHED SPECIFICATIONS

TENDERNO: KEWI/TEN/006/2024-2025

Kenya Water Institute (KEWI) invites sealed bids from eligible candidates for proposed **Supply and delivery Motor Vehicle -double cab pickup 4x4 as per the specifications.**

A complete set of technical specification documents may be downloaded from the website www.kewi.go.ke or the PPIP portal. Prices quoted should be inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for **120 days**.

All documents to be submitted physically to Kenya water institute

This Invitation is open to all eligible candidates. Successful candidates shall provide the goods for the stipulated duration from the date of commencement (hereinafter referred to as the term).

The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the bid unless where specially allowed under section 131 of the Act.

Candidates shall provide the qualification information statement that the bidder (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 services under this Invitation.

Bidders involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

The Bidder shall bear all costs associated with the preparation and submission of its bid, 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.

Procuring entity requires that bidders observe the highest standard of ethics during the procurement process and execution of contracts.

Procuring entity will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; If a bidder who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

SECTION B: GENERAL INFORMATION

Introduction

1. Eligible Tenderers

- 1.1 This invitation to Tenders is open to all tenderers eligible as described in the tender documents. Successful tenderers shall complete the works by the intended completion date specified in the tender documents.
- 1.2 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 KEWI 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.
- 1.3 Tenderers shall not be under a declaration of eligibility for corrupt and fraudulent practices.
- 1.4 Tenderers shall bid for the supply of items as per specifications (as outlined in the schedule of requirements) and the fabrication of the items as specified in the technical specifications.

2. Eligible Goods

- 2.1 All goods to be provided under this contract shall have their origin in eligible source countries.

3. Cost of Tendering

- 3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and KEWI, will in no case be responsible or liable for those costs, regardless of the conductor or outcome of the tendering process.

4. Contents

- 4.1 The tender document comprises the documents listed below and addenda issued in accordance with Clause 6 of these instructions to tenders.
 - (i) Invitation for Tenders
 - (ii) General Information

- (iii) GeneralConditionsofContract
 - (iv) SpecialConditionsofContract
 - (v) ScheduleofRequirements
 - (vi) TechnicalSpecifications
 - (vii) TenderFormand PriceSchedules
 - (viii) BidSecurityForm
 - (ix) ContractForm
 - (x) PerformanceSecurityForm
 - (xi) BankGuaranteeform
 - (xii) Manufacturer'sAuthorizationForm
- 4.2 TheRendererisexpectedtoexamineallinstructions,forms,terms,andspecificationsinthetenderdocuments.Failuretofurnishinformationrequiredbythetender documents or to submit a tender not substantially responsive to thetender documents in every respect will be at the tenderers risk and may result intherejectionofitstender.

5. ClarificationofDocuments

- 5.1 A prospective tenderer requiring any clarification of the tender document maynotifytheKenya water instituteinwritingattheaddressindicatedintheinvitationfor tenders.Kenya water institute will respondin writingtoanyrequest forclarificationofthetenderdocuments,whichitreceivesnotlaterthantwo(2)daysprior to the deadline for the submission of tenders, prescribed by the Kenya water institute.

6. AmendmentofDocuments

- 6.1 Atanytimepriortothedeadlineforsubmissionoftender,theKenya water institute, for any reason, whether at its own initiative or in response to aclarificationrequestedbyaprospectivetenderer,maymodifythetenderdocuments byamendment.
- 6.2 All prospective candidates whohave received the tender documents will benotifiedoftheamendmentinwriting orby cable,andwillbebinding onthem.
- 6.3 In order to allow prospective tenderers reasonable time in which to take theamendmentintoaccountinpreparingtheirtenders,theKenya water institute, atitsdiscretion,mayextendthedeadlinefor the submissionof tenders.

Preparation of Tenders

7. Language of Tender

7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Kenya water institute, 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.

8. Documents Comprising the Tender

8.1 The tender prepared by the tenderer shall comprise the following components: -

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below including
- (b) Documentary evidence established in accordance with paragraph 12 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 13 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) Bid Security furnished in accordance with paragraph 14

9. Tender Form

- 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, documentation certifying their country of origin, quantity, and prices.

10. Tender Prices

- 10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods/services it proposes to supply under the contract.

- 10.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:-

(i) For purposes of the contract, taxes will be in-built. All prices of goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off the shelf as applicable) by the tenderers will be compared on the basis of the net values presented by the bidders and will be deemed to take into account the access to exemption (if there is to be exemption on taxes and duties, the bids will therefore be compared on the basis of the prices exclusive of the above mentioned duties and taxes).

(ii) Charges for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination; and

- 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 22.

11. Tender Currencies

- 11.1 Prices shall be quoted in the following currencies:-

(a) For goods that the tenderer will supply from within Kenya, the prices shall be quoted in Kenya Shillings; and

- (b) For goods that the tender will supply from outside Kenya, the prices shall be quoted in USD Dollars or Euros.

12. Tenderers Eligibility and Qualifications

12.1 Pursuant to paragraph 1(1.1-1.4) of Section C, the tenderers shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualification to perform the contract if its tender is accepted.

12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Kenya water institute's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 1(1.1-1.4) of Section C documentary evidence of the tenderers qualification to perform the contract if its tender is accepted shall establish to the Kenya water institute's satisfaction:

- (a) that, the case of a tender 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.

13. Goods' Eligibility and Conformity to Tender Documents

13.1 Pursuant paragraph 2 of this Section, the tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents for all goods, which the tenderer proposes to supply under the contract.

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

ervices offered which shall be confirmed by a Certificate of Origin issued at a time of shipment as stated above in paragraph 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 Characteristics of the goods;
 - (b) A list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods following commencement of the use of the goods by the Kenya water institute; and
 - (c) A clause-by-clause commentary on Kenya water institute's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 13.4 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 designed by KEWI 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 KEWI's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

13.5 For purposes of the commentary to be furnished pursuant to paragraph

14. Bid Security/Bidbond Kshs. 160,000.00

14.1 The tenderer is required to furnish, as part of its tender, a Bid Security.

14.2 The Bid Security is required to protect KEWI against the risk of Tenderer's conduct, which would warrant the security's forfeiture, pursuant to paragraph

14.7

14.3 The Bid Security of **Kshs. 160,000** shall be denominated in Kenya shillings and shall be in form of Bank Guarantee from a reputable bank or an Insurance Bond from Insurance Company located in Kenya and approved by Public Procurement Regulatory Authority (PPRA), in the form provided in the tender documents or another form acceptable to the Kenya water institute and valid for thirty - (30) days beyond the validity of the tender..

14.4 Any tender not secured in accordance with paragraph 14.1 and 14.3 will be rejected by the Kenya water institute as non-responsive, pursuant to paragraph 22.

14.5 Unsuccessful Tenderer's Bid Security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of 5 prescribed by KEWI.

14.6 The successful Tenderer's Bid Security will be discharged upon the tenderer signing the contract, pursuant to paragraph 30, and furnishing the performance security, pursuant to paragraph 31.

14.7 The Bid Security may be forfeited:-

(a) If a tenderer withdraws its tender during the period of tender validity specified by the Kenya water institute 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 30 or

(ii) To furnish performance security in accordance with paragraph 31

15. Validity of Tenders

15.1 Tenders shall remain valid for **120 days** or as specified in the tender documents after date of tender opening prescribed by the Kenya water institute, pursuant to paragraph 18. The Kenya water institute shall reject a tender valid for a shorter period as non-responsive.

15.2 In exceptional circumstances, the Kenya water institute 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 Bid Security provided under paragraph 14 shall also be suitably extended.

15.3 A tenderer may refuse the request without forfeiting its Bid Security. A tenderer granting the request will not be required nor permitted to modify its tender.

16. Format and Signing of Tender

16.1 The tenderer may prepare one original and one copy of the tender, clearly marking "ORIGINAL TENDER" and "COPY OF TENDER" as appropriate. In the event of any discrepancy between them, the original shall govern.

16.2 The original and copy 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. Written power-of-attorney accompanying the tenders shall indicate the letter authorization.

The person or persons signing the tender shall initial all pages of the tender, except for un-amended printed literature.

- 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 initialled by the person or persons signing the tender.

Submission of Tenders

17 Sealing and Marking of Tenders

17.1 The tenderer shall seal the original and 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.

17.2 The inner and outer envelopes shall:

- a) Bear the name and address of the Procuring Entity,
- b) Bear the name and address of the Tenderer; and
- c) Bear the name and Reference number of the Tender

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".

17.4 If the outer envelope is not sealed and marked as required by paragraph 17.2, the Kenya water institute will assume no responsibility for the tender's misplacement or premature opening.

18. Deadline for Submission of Tenders

- 18.1 Tenders must be received by the Kenya water institute at the address specified under paragraph 17.2 not later than Monday, **12th August, 2024** at **10.00a.m.**
- 18.2 The Kenya water institute may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the Kenya water institute and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

19. Modifications and Withdrawal of Tenders

- 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 Kenya water institute prior to the deadline prescribed for submission of tenders.
- 19.2 The tenderer's modification or withdrawal notices shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 17. A withdrawal notice may also be sent by cable, but followed by a signed Confirmation copy, post marked not later than the deadline for submission of tenders.
- 19.3 No tender may be modified after the deadline for submission of tenders.
- 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 Bid Security, pursuant to paragraph 14.7.

Opening and Evaluation of Tenders

20. Opening of Tenders

- 20.1 The Kenya water institute will open all tenders in the presence of tenderers' representatives who choose to attend, at Kenya water institute offices, Procurement Pool Room NO.2. The tenderers' representatives who are present shall sign a register evidencing their attendance.

- 20.2 The tenderers' names, tender modifications or withdrawals, and the presence or absence of requisite Bid Security and such other details as Kenya water institute, at its discretion, may consider appropriate, will be announced at the opening.
- 20.3 The Kenya water institute will prepare minutes of the tender opening.

21. Clarification of Tenders

- 21.1 To assist in the examination, evaluation and comparison of tenders the Kenya water institute may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and its response shall be in writing and no change in the prices or substance of the tenders shall be sought, offered, or permitted.
- 21.2 Any effort by the tenderer to influence the Kenya water institute in its tender evaluation, tender comparison or contract award decision may result in the rejection of the tenderer's tender.

22. Evaluation criteria

The evaluation will be undertaken through a three-stage process as detailed below:

- i. Mandatory Evaluation - Pass/Fail
- ii. Technical Compliance Evaluation - Pass/Fail
- iii. Financial Evaluation - Lowest Evaluated Bidder

Stage 1: Mandatory Evaluation

Bidders will be evaluated based on the following mandatory requirements failure

No.	Mandatory Requirements	Responsive or Not Responsive
MR1	Must Submit a copy of certificate of Registration/Incorporation	
MR2	Must Submit a Valid Tax Compliance Certificate	
MR3	Must Fill & Stamp the Price Schedule in the Format provided	
MR4	Must Fill & stamp the Form of Tender in the Format provided	
MR5	Must submit valid Single business permit	
MR6	Must submit a dully filled up & stamped self-Declaration forms in format provided	
MR7	Must submit a dully filled & Stamped Confidential Business Questionnaire in Format provided	
MR8	Bid bond of kshs 160,000	
MR9	Bidders must provide evidence of having supplied by providing copies of orders and award letters.	
MR10	Tenderers shall be required to provide a Manufacturer's Authorization/Prove of Dealership (dealership authorization letter/certificate).	
MR11	Original Manufacturers' Brochures containing technical data must accompany all products quoted. Web site down load will not be acceptable unless they are original manufacturer's PDF format	

Bid evaluation shall be on the basis of pass/fail system and any bid failing in any of the general pre-qualification (mandatory requirements) will not proceed to the Mandatory technical compliance evaluation stage.

Stage 2: Mandatory Technical Compliance evaluation

All the bids admitted at the general pre-qualification (mandatory requirements) stage shall be subjected to a technical compliance evaluation

based on the set criteria as per the table below. Technical bid evaluation shall be on the basis of **Complied/Not** complied and any bid failing in any of the technical evaluation will not proceed to the technical capacity evaluation stage. Bidders shall explicitly indicate their offer (under the 'Bidder's Offer' column) against the minimum specifications. A Bidder has to comply with atleast 70marks out of 100 to move to financial evaluation.

No.	EvaluationAttribute	WeightingScore	Max. Score
T.S.1	Number of years Supplying Motor vehicles	• 5 years and above (each year 4marks)	20
T.S.2	Reference of atleast five firms that the bidder has/is currently offering a similar service Attach reference letter and LPO or contracts of similar nature and size	5 Clients with references (each 4marks)	20
T.S.3	Certified audited accounts for the last two (2) years. Proof of financial stability	Evidence provided each year 10Marks	20
T.S.4	Manufacturer's authorization. (kindly attach)	Equipment authorization (20marks)	20
T.S.5	Provide evidence of provision of spares and in case of any breakdown part of the motorvehicle.	Provide evidence of provision of spares and in case of any breakdown part of the motorvehicle.15 (marks)	20

SECTION (E) SPECIFICATIONS (MANDATORY)

SPECIFICATIONNO.:	Page1
TENDERER'SNAME:	NO:
TENDERNO:	ITEMNO: QTY:
DESCRIPTION:MOTORVEHICLEASPERSPECIFICATIONS	

(SPECIFICATIONS ATTACHED To be filled by tenderer)

MOT&I/MTD/QMS/1791

SPECIFICATION NO. <u>MTD-2842-045-23</u>		Page 2 of 6
TENDERER'S NAME _____		NO: _____
TENDER NO: _____	ITEM NO: _____	QTY: _____
DESCRIPTION: <u>DOUBLE CAB PICK UP, 4x4, LWB. 2300 - 2600 cc DIESEL</u>		

TENDERER'S SPECIFICATION Column to be completed by ALL

	SPECIFICATION	REQUIREMENT	TENDERER'S
f)	Max. G.V.W, approx.	2,850kg	_____ kg
g)	Kerb weight, approx.	1,800kg	_____ Kg
h)	Loading capacity min.	900kg	_____ Kg
i)	Turning radius, approx.	6,500mm	_____ mm
j)	Wading depth min.	600mm	_____ mm

3. ENGINE

a)	Make	-	_____
b)	Model	-	_____
c)	Country of origin	-	_____
d)	Engine performance curves supplied.	Yes	_____ (Y/N)
e)	Engine type, Diesel, 4 stroke, Water cooled.	Yes	_____ (Y/N)
f)	Piston displacement, range.	2300 - 2600cc	_____ cc
g)	Number of cylinders.	4	_____ No.
h)	Maximum power output / rpm, min.	100Kw /3600rpm	_____ Kw _____ rpm
i)	Maximum torque developed /rpm, min.	320Nm/2000 rpm	_____ Nm _____ rpm
j)	Engine aspiration, turbocharged	Yes, mandatory	_____ (Y/N)
k)	Air filter, disposable/oil bath	specify	_____

TENDERER'S NAME

NO:

TENDER NO:

ITEM NO:

QTY:

DESCRIPTION: DOUBLE CAB PICK UP, 4x4, LWB. 2300 - 2600 cc DIESEL**TENDERER'S SPECIFICATION Column to be completed by ALL**

l)	Oil and fuel filter	Disposable	
m)	Average fuel consumption (on full load) at a) Urban driving b) Steady 50Km/h c) Steady 80Km/h	specify	 ____ km/l ____ km/l ____ km/l
n)	Fuel tank capacity, min.	75Lt	____ Lt

4. CLUTCH AND TRANSMISSION

a)	Clutch, dry single plate, diaphragm type	specify	____
b)	Hydraulic, clutch actuation	Yes	____ (Y/N)
c)	Manual, synchromesh gearbox	Yes, Yes	____ (Y/N)
d)	Total speeds, min	5F/1R	____ (Y/N)
e)	Limited Slip Differential	Yes mandatory	____ (Y/N)

5. BRAKES AND TYRES

a)	Assisted hydraulic, dual brake system.	Yes	____ (Y/N)
b)	Drum or disc brake	specify front specify rear	____ ____
c)	Mechanical parking brake, to act on transmission or rear wheels	Yes, specify	____
d)	Locally available all terrain tires-to be confirmed before delivery	Yes mandatory	____ (Y/N)
e)	Optimum tire size	Specify	____

6. SUSPENSION AND STEERING

a)	Front and rear suspension, independent, with telescopic	specify front	____
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TENDERER'S NAME _____

TENDER NO: _____

NO: _____

ITEM NO: _____

QTY: _____

DESCRIPTION: **DOUBLE CAB PICK UP, 4x4, LWB. 2300 - 2600 cc DIESEL**

TENDERER'S SPECIFICATION Column to be completed by ALL

dampers.			
b) Assisted steering		rear	
c) Right Hand Drive steering.		Yes	<input type="radio"/> (Y/ <input type="radio"/> (N/
7. PICK - UP BODY		Yes	<input type="radio"/> (Y/ <input type="radio"/> (N/
a) Roomy cab to seat 5 adults comfortably including driver, drivers seat adjustable in the first row.		Yes	<input type="radio"/> (Y/ <input type="radio"/> (N/
b) Adjustable seats for two with safety (seat) belts provided, first row.		Yes, Yes, Yes	<input type="radio"/> (Y/ <input type="radio"/> (N/
c) Second row to seat 3 adults comfortably.		Yes	<input type="radio"/> (Y/ <input type="radio"/> (N/
d) Seats to have safety belts conforming to KEBS 06-664: 1985 standard		Yes	<input type="radio"/> (Y/ <input type="radio"/> (N/
e) Robust body with secure lower hinged tailgate and a suitable roll cover and locking fitted		Yes, mandatory	<input type="radio"/> (Y/ <input type="radio"/> (N/
f) Rear steps		Yes, mandatory	<input type="radio"/> (Y/ <input type="radio"/> (N/
8. BODY AND FINISH			
a) All exterior body panels made non-corrosive, and all external steel fitting to be galvanised or painted.		Yes	<input type="radio"/> (Y/ <input type="radio"/> (N/
b) Anti-rust compound applied to underbody for sea side operation.		Yes	<input type="radio"/> (Y/ <input type="radio"/> (N/
c) Body finish, high gloss colour, branding and signage to be specified by user		Yes, mandatory	<input type="radio"/> (Y/ <input type="radio"/> (N/
d) Fitted with heavy duty windbreakers-to be confirmed before delivery		Yes, mandatory	<input type="radio"/> (Y/ <input type="radio"/> (N/

TENDERER'S NAME _____

NO: _____

TENDER NO: _____

ITEM NO: _____

QTY: _____

DESCRIPTION: DOUBLE CAB PICK UP, 4x4, LWB. 2300 - 2600 cc DIESEL

TENDERER'S SPECIFICATION Column to be completed by ALL

9. ELECTRICAL SYSTEM AND INSTRUMENTS

a)	System voltage, negative earth, with alternator charging	12V, Yes, Yes	_____
b)	Battery capacity.	specify	_____
c)	Full lighting to conform to Cap 403 Subs.23-Kenya Traffic Act.	Yes	_____(Y/N)
d)	Standard instruments and gauges (or warning lights) for charging circuit, oil pressure, coolant temperature etc	Yes	_____(Y/N)

10. EQUIPMENT

a)	Sunvisors supplied, 2 no.	Yes	_____(Y/N)
b)	Rear view mirrors supplied 2no. external, 1no. internal, foldable	Yes mandatory	_____(Y/N)
c)	Modern Radio /flash disc/SD card fitted	Yes	_____(Y/N)
d)	Fitted with front airbags	Yes, mandatory	_____(Y/N)
e)	With air conditioner	Yes, mandatory	_____(Y/N)
f)	Spare wheel and external carrier fitted.	Yes	_____(Y/N)
g)	Manufacturer's standard tools, first aid kit, safety triangles and fire fighting equipment supplied.	Yes mandatory	_____(Y/N)
h)	Hydraulic jack and wheel brace. supplied.	Yes mandatory	_____(Y/N)
i)	To be fitted with side impact protection bars, engine sump, and fuel tank guard	Yes, mandatory	_____(Y/N)
j)	Front and rear light guard	Yes, mandatory	_____(Y/N)
k)	Fog lights, headlamps on warning boozer, driver foot rest, cabin air filter (pollen), rear heater duct and central locking	Yes, mandatory	_____(Y/N)

11. WARRANTY

SPECIFICATION NO. MTD-2842-045-23	Page 6 of 6
TENDERER'S NAME	NO:
TENDER NO:	ITEM NO: QTY:
DESCRIPTION: DOUBLE CAB PICK UP, 4x4, LWB. 2300 - 2600 cc DIESEL	

TENDERER'S SPECIFICATION Column to be completed by ALL

a)	Each vehicle supplied should carry a statement of warranty.	Yes (Mandatory)	____(Y/N)
b)	Vehicle warranty min., 100,000 Km or 12 Months whichever occurs first.	specify	____ Km ____ mths

12. **MANUALS**

a)	All literature in English language	Yes	____(Y/N)
b)	Drivers handbook, owner's manual and service schedule supplied.	1 per vehicle	____(Y/N)

13. **OTHER REQUIREMENT**

a)	Vehicle to be registered with the N.T.S.A.	Yes (Mandatory)	____(Y/N)
b)	Vehicle to be inspected by the Chief Engineer (Mechanical), Ministry of Roads and Transport, prior to delivery to the user.	Yes (Mandatory)	____(Y/N)
c)	Firm's Status: (Franchise holder/ Dealer/Agent)	Specify	
d)	Availability of spare parts	Indicate motor vehicle dealers who stock spare parts.	
e)	Indicate names and physical addresses of dealers/agents where back-up service can be obtained.	Specify	
f)	Body construction and all fitments to conform to CAP 403 Kenya Traffic Act.	Yes (Mandatory)	____(Y/N)

Stage 3: Financial Evaluation stage

The lowest evaluated bidder at this stage will be considered for award of the tender and the format for financial submission is in the bills of quantities in Section E of the tender document.

NOTE: ALL COSTS SHOULD BE INCLUSIVE OF TAXES AND THE DELIVERY PERIOD.

Price Schedule

NO	DESCRIPTION	Quantity	Unit cost	Total cost
1	Double cab pick up 4* 4 LWB 2700-3200CC DIESEL <ul style="list-style-type: none">• Fitted with a cargo tuff cabin body to accommodate tools equipment and sitting space• Branded as per specifications provided	1		

23. Contacting the Kenya water institute

23.1 Any communication to the Kenya water institute by a bidder in regard to this tender shall be in writing and any response by the latter regarding the same shall also be in writing

24. Post-qualification

24.1 The Kenya water institute 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.

24.2 The determination will take into account the Tenderer's production capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted, as the Kenya water institute deems necessary and appropriate.

24.3 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 Kenya water institute will proceed to the next lowest evaluated tender to make a similar determination of the Tenderer's capabilities to perform satisfactorily.

25. Award Criteria

25.1 Subject to paragraph 10, 23 and 28 the Kenya water institute 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.

26. Kenya water institute Kenya's Right to Vary Quantities

26.1 The Kenya water institute 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.

27. Kenya water institute Reserves Right to Accept or Reject Any or All Tenders

27.1 The Kenya water institute 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 Kenya water institute action.

28. Notification of Award

28.1 Prior to the expiration of the period of tender validity, the Kenya water institute will notify the successful tenderer in writing that its tender has been accepted.

28.2 The notification of award will constitute the formation of the Contract

28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Kenya water institute will promptly notify unsuccessful Tenderer and will discharge its Bid Security, pursuant to paragraph 14.

29. Signing of Contract

29.1 At the same time as the Kenya water institute notifies the successful tenderer that its tender has been accepted, it will send the tenderer the Contract Form provided in the tender document, incorporating all agreements between the parties.

29.2 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to Kenya water institute.

30. Performance Security

30.1 The performance contract will be issued in accordance with the Conditions of the Contract, in the Performance Security Form provided in the tender documents. The performance security shall be in the form of letter of credit issued by a reputable bank carrying on business within Kenya and acceptable to the Authority and the supplier,

30.2 Failure of the successful tenderer to comply with the requirement of paragraph 30 or paragraph 31 shall constitute sufficient grounds for the annulment of the award and forfeiture of the, in which event the Kenya water institute may make the award to the next lowest evaluated Candidate or call for new tenders.

31. Corrupt Fraudulent Practices and Extra-ordinary Commercial Costs

31.1 The Kenya water institute requires that tenderers observe the highest standard of ethics during the procurements process and execution of contracts. In pursuance of this policy, the Kenya water institute:-

- (a) defines, for the purposes of this provision, the terms set forth below as follows:-
 - (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything 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 Kenya water institute, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial noncompetitive levels and to deprive the Kenya water institute of the benefits of free and open competition;
 - (iii) "Extra-ordinary commercial costs" mean any Authority not mentioned in the main contractor which does not result from at least an independent and valid agreement referring to such contract, any Authority to be paid in a tax haven, any Authority paid to a beneficiary who is ambiguously identified or to a company that could be considered as a sham company.
 - (iv) Any effort by a bidder to influence the Kenya water institute in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the tenderer's bid.

- (b) Demand that the bidding firm declares that,
 - (i) The negotiations, the making and the performance of the contract has not or will not give rise to the collection of Extra-ordinary commercial costs, and
 - (ii) It has not proposed, and will not propose, directly or indirectly, any benefits (offers, promises of gifts, gifts.), which constitute or could constitute the offence of corruption within the meaning of the OECD Convention of December 17, 1997 with respect to measures against corruption of foreign public officials.
- (c) Will proceed as follows in case of any detected corrupt or fraudulent practice;
 - (i) The tender will be rejected if it is determined that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

31.2 Furthermore, tenderers shall be aware of the provision stated in the General Conditions of Contract.

SECTION C: GENERAL CONDITIONS OF CONTRACT

1. Definitions

1.1 In the Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Kenya water institute and the tenderer, as recorded in the Contract Forms signed by the parties, including all attachments and appendices there to and all documents incorporated by reference there in
- (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 Kenya water institute under the Contract.
- (d) "The Tenderer" means the individual or firm supplying the Goods under this Contract
- (e) The "Project Site" means the location where the organization is conducting the project.

2. Application

2.1 These General Conditions shall apply in all Contracts made by the Kenya water institute for the procurement of goods.

3. Country of Origin

3.1 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced.

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

4. Standards

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

5. Use of Contract Documents and Information

5.1 The Candidates shall not, without the Kenya water institute's prior written consent, disclose the Contract, or any provision thereof

,or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Kenya water institute in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

- 5.2 The tenderer shall not, without the Kenya water institute's prior written consent, make use of any document or information enumerated in paragraph 5.1 above.
- 5.3 Any document, other than the Contract itself, enumerated in paragraph 5.1 shall remain the property of the Kenya water institute and shall be returned (all copies) to the Kenya water institute on completion of the Tenderer's performance under the Contract if so required by the Kenya water institute.

6. Patent Rights

6.1 The tenderer shall indemnify the Kenya water institute 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 Kenya.

7. Performance Security

7.1 The performance contract will be issued in accordance with the Conditions of the Contract, in the Performance Security Form provided in the tender documents.

7.2 For proposed upgrade of the motor vehicle the supplier shall provide a performance bond/security amounting to 5% of the cost for Supply and should be valid for 30 days beyond the delivery period. However, if the period of delivery is extended, the firm shall provide an extension of the performance bond.

8. Inspection and Tests

8.1 The Kenya water institute or its representatives shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract Specifications. The Kenya water institute shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

8.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s), at a 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 Kenya water institute.

8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Kenya water institute may reject the Goods, and the tenderer shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Kenya water institute.

8.4 The Kenya water institute'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 Goods having previously been inspected, tested, and passed by the Kenya water institute or its representative prior to the Goods' delivery.

8.5 Nothing in paragraph 8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

9. Packing

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.

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.

10. Delivery and Documents

10.1 Delivery of the Goods shall be made by the tenderer in accordance with the term specified by the Kenya water institute in its schedule of Requirements and the Special Conditions of Contract.

11. Insurance

11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manners specified in the Special Conditions of Contract.

12. Payment

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 (SCC).

12.2 The Kenya water institute shall make payments promptly as specified in the Contract.

12.3 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

12.4 The Supplier shall make payments promptly to the Purchaser after submission of an invoice or claim.

12.5 The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in SCC.

13. Prices

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.

14. Assignment

14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Kenya water institute's prior written consent.

15. Subcontracts

15.1 The tenderer shall notify the Kenya water institute 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.

16. Termination for Default

16.1 The Kenya water institute may, without prejudice to any other remedy for 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 Kenya water institute.
- (b) If the tenderer fails to perform any other obligation(s) under the Contract
- (c) If the tenderer, in the judgment of the Kenya water institute has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

16.2 In the event the Kenya water institute terminates the Contract in whole or in part, it may procure, upon such terms and in such manner, as it deems appropriate, Goods similar to those undelivered, and the tenderer shall be liable to the Kenya water institute for any excess costs for such similar Goods.

17. Liquidated Damages

17.1 If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the Kenya water institute shall, without prejudice to its other remedies under the Contract, deduct from the contract prices liquidated damages sum equivalent to the price of the delayed goods. After this the tenderer may consider termination of the contract.

18. Resolution of Disputes

18.1 The Kenya water institute and the tenderer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

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.

19. Language and Law

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.

20. Incidental Services

20.1 The Supplier may be required to provide any or all the following services, including additional services, if any, specified in SCC:

- (a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods
- (c) Furnishing of a detailed operations and maintenance manual for the Authority appropriate unit of the supplied Goods;
- (d) Performance maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) Training of the Kenya water institute personnel, at the Supplier's plant and/or on site, in start-up, operation, maintenance, and/or repair of the supplied Goods. The suppliers shall offer training for additional modules.

20.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

21. Spare Parts

21.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) Such spare parts as the Kenya water institute may choose to purchase from the Supplier, provided that this choice shall not relieve the Supplier of any warranty obligations under the Contract; and

- (b) In the event of termination of production of the spare parts:
- (i) Advance notification to the Kenya water institute of the pending termination, in sufficient time to permit the KEWI to procure needed requirements; and
 - (ii) Following such termination, furnishings at no cost to the Kenya water institute, the specifications of the spare parts, if requested.
- 21.2 The Contractor agrees that the spare parts recommended by him for operation and quoted in Section E shall be in supply for the operation and maintenance of the Goods as per provision of subsequent paragraphs of this Clause.
- 21.3 All the spares for the equipment under the Contract will strictly conform to the Specification given herein and other relevant documents and will be identical to the corresponding main equipment/components supplied under the Contract and shall be fully interchangeable.
- 21.4 Warranty**
- The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except to the extent the design and/or material is required by the Kenya water institute specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 21.5 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, unless specified otherwise in SCC.
- 21.6 The Kenya water institute shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 21.7 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Kenya water institute other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to the final destination.
- 21.8 If the Supplier, having been notified, fails to remedy the defect(s) within

the period specified in SCC, the Kenya water institute may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Kenya water institute may have against the Supplier under the Contract.

22. Force Majeure

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

22.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Kenya water institute in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

22.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Kenya water institute in writing of such condition and the cause thereof. Unless otherwise directed by the Kenya water institute in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

23. Delays in Supplier's Performance

23.1 Delivery of the Goods and performance of services shall be made by the Supplier in accordance with the times schedule prescribed by the Purchaser.

23.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Kenya water institute in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Kenya water institute shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extensions shall be ratified by the parties by amendment of Contract.

- 23.3 Except as provided under the General conditions of contract (GCC) Clause 23, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 17, unless an extension of time is agreed upon pursuant to GCC Clause 24.2 without application of liquidated damages.

SECTION D: SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract supplement in the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

1. Definitions (GCC Clause 1)

GCC 1.1 (d) The Purchaser is "KEWI" KENYA WATER INSTITUTE

2. Country of Origin (GCC Clause 3)

3. Inspection and Tests (GCC Clause 8)

The following inspection procedures and tests are required by KEWI;

The Supplier shall get goods inspected and submit a test certificate and also supplier's guarantee/warranty certificate that the goods conform to laid down specifications.

The KEWI may inspect and/or test any or all the goods to confirm their conformity to the contract, prior to dispatch from the Supplier's premises.

If the goods fail to meet the laid down specifications the supplier shall take immediate steps to remedy the deficiency or replace the defective goods to the satisfaction of the KEWI.

4. Payments (GCC Clause 12)

GCC 12.1 Payment shall be made in the currency specified in the contract. Payments shall be made in Kenya Shillings within thirty (30) days of presentation of Invoice supported by a certificate from the Kenya water institute declaring that the goods have been delivered and that all other contracted services have been performed.

GCC 12.5 Payments shall be made in Kenya Shillings.

5. Prices (Clause 13)

GCC 13.1 Prices payable to the Supplier as stated in the Contract shall be firm and not subject to adjustment during performance of contract.

6. Incidental Services (GCC Clause 20)

GCC 13.2 The incidental services to be provided are as under. The costs shall be included in the contract price:

- (a) Furnishing of the tools required for maintenance of the supplied goods
- (b) Furnishing of detailed operation and maintenance manuals for goods.

7. Spare Parts (GCC Clause 21)

GCC 21.1 All services mentioned therein are required:

GCC 21.3 Add as Clause 21.3 to the GCC the following:

“Suppliers shall carry sufficient inventories to assure ex-stock supply of consumables spares for the Goods. Other spare parts and components shall be supplied as promptly as possible but in any case within six months of placement of order and issuing of Local Purchase Order.”

8. Warranty (Clause 22)

(a) GCC 22.2 In partial modification of the provision, the warranty period shall be for one year (12 months) from date of acceptance of the goods, whichever occurs earlier.

(b) Add as Clause 22.3 to the GCC for following:

“Upon receipt of such notice, the suppliers shall within the period specified in SCC, repair or replace the defective goods or parts thereof, free of cost at the ultimate destination. The Suppliers shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Kenya water institute for the replaced parts/goods thereafter.

In the event of any correction of defects or replacements of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of 12 months.

c) GCC 22.4 & 22.5 the Period for correction of defects in the warranty period is 15 days.

d) Make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with GCC 4.

e) The suppliers should quote separately for post-warranty maintenance contract.

f) Bidders are required to attach brochures for the items quoted.

g) Your tender must have a validity period of at least **120 DAYS** from the closing date.

SECTION F. TENDER FORM AND PRICES SCHEDULES

(i) Form of Tender

Kenya water institute
P.O.Box
60013 - 00200,
NAIROBI

RE: SUPPLY AND DELIVERY OF A MOTORVEHICLE-

In accordance with the Instructions to Tenderers, Conditions of Contract and Specifications for the supply of the above motorvehicle we, the undersigned offer to sell the motorvehicle and remedy any defects therein for the sum of:

KShs[Amount in figures]

Kenya Shillings.....

.....

.....[Amount in words]

We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after thereceipt of the Employer's Representative's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.

We agree to abide by this tender for a period of **120 days** from the date of tender opening, and shall remain binding upon us and may be accepted at any time before the expiry of that period.

Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.

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 tenders for and on behalf of:

.....[Name of Tenderer]

Of.....[AddressofTenderer]

SECTION G: CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 2024

Between **Kenya water institute** (hereinafter called "the Employer") of the one part and (Hereinafter called "the Supplier") of the Other part:

WHEREAS the Employer invited tenders for certain goods and services, Supply and delivery of Motor vehicles and has accepted a tender by the supplier for the supply of goods in the sum of

(words) _____ [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 Schedules submitted by the Tenderer;
 - (b) The schedule of Requirements;
 - (c) The General Conditions of Contract;
 - (d) The Special Conditions of Contract; and
 - (e) The Employer's Notification of Award and Contractor's letter of Acceptance.
3. In consideration of the payments to be made by the Employer to the Supplier, the Contractor hereby covenants with the Employer to provide the services in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Supplier in consideration of the provision of the services, 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.
5. The supplier undertakes to perform the services with the highest standards of proficiency and ethical competence and integrity.

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 ON BEHALF OF KENYA WATER INSTITUTE

DIRECTOR

In the presence of:

PRINCIPAL LEGAL OFFICER

SECTIONH:PERFORMANCESECURITYFORM

To:KENYA WATER INSTITUTE

WHEREAS.....(*Name of tenderer*)hereinaftercalledthe“tenderer”) has undertaken,inpursuanceofContract No.....(*Referencenumberof thecontract*)dated..... 20 To supply

.....
...
(*descriptionofgoods*)(Hereinaftercalled“theContract”).

ANDWHEREASithasbeenstipulatedbyyouinthesaidContractthatthetenderersha llfurnish you with a bank guarantee by a reputable bank for the sum specified therein assecurity for compliance with the Tenderer’s performance obligations in accordance withtheContract.

ANDWHEREASwehaveagreedtogivethetendereraguarantee:
THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf ofthetenderers,up to atotalof).....

(amount of the guarantee in works and figures), and we undertake to pay you, upon yourfirstwrittendemanddeclaringthetenderertobeindefaultundertheContractan dwithoutcavilor argument,anysumofsums withinthelimitsof

.....(*Amountofguarantee*)asforesaid,withoutyo urneeding to prove or to show grounds or reasons for your demand or the sum specifiedtherein.

Thisguaranteeisvaliduntil the.....day of20

Signatureand sealofGuarantors

.....
...
(*Nameofbank orfinancialinstitution*)

.....
...
(*Address*)

.....
...

(Date)

SECTION I: MANUFACTURER'S AUTHORIZATION FORM

To: KENYA WATER INSTITUTE

WHEREAS
(name of 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 and the special conditions of contract 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 competent person.

SECTION J: TENDER SECURITY

To Head of Procurement
KENYA WATER INSTITUTE
NAIROBI
P.O. Box 60013-
00200, Kenya

Dear Sir,

REF: BID BOND OF 2% FOR THE CONTRACT SUM

Whereas pursuant to an Invitation to Tender for supply and delivery of motor vehicle by the Kenya Water Institute, (the Authority), Ms ----- ("The Applicant"), submitted an offer in accordance with the Invitation to Tender;

Whereas following the Invitation to tender process, the Applicant has submitted bid for provision of Addendum.

Whereas the Applicant has requested that this bid bond be executed on its behalf

: Know all men by this presents that, Ms ----- [Name of Bank/Insurance], of ----- [Physical Address] and of ----- [Postal Address] having its registered office at ----- (the Bank/Insurance), hereby guarantee and is bound unto the Authority in the sum of ----- 1% of the contract sum, only which payment will well and truly be made to the Authority upon the following conditions:

If the Applicant, after having been notified as the winning bidder by the Authority, fails to accept the award within fourteen (14) days after such notice;

- i. if the Applicant, after having been notified as the winning bidder by the Authority, fails to submit a performance bond, equivalent to 2% of the bid price the applicant quoted, within fourteen (14) days after such notice;
- ii. if the Applicant, after having been notified as the winning bidder by the Authority, withdraws its bid during the period of the bid validity;

and the Bank binds itself, its successors and assigns by these presents.

Ms ----- [Name of the Bank], undertake to pay the Authority the above-mentioned amount of money upon receipt of written demand, without the Authority having to substantiate the demand, provided that the Authority, in its demand, will note that the amount claimed is due to the Authority owing to the occurrence of any or all of the above conditions.

This bid bond will remain valid up to and including 30 (thirty) days after the period of bid validity, or after signing of a Performance Bond, whichever is the latter, and any demand in respect thereof should reach the Bank within the period when the bid bond is valid.

Signed at this day 20

Authorized Signatory----- Authorized Signatory-----

(Name and signatures of two representatives of the Bank duly authorized by a Power of Attorney).

SECTION K: 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:

1. Business Name
.....
.....

2. Location of business premises.
.....

Plot No..... Street/Road
.....

3. Postal Address..... Tel No..... Fax..... E
mail

4. Nature of Business
.....

5. Registration Certificate No.
.....

6. Maximum value of business which you can handle at any time - Kshs.
.....

7. Name of your bankers
Branch.....

8.	Part2 (a)–SoleProprietor		
9.	Yournameinfull		Age
		
10.	Nationality		Countryoforigin
		
	<input type="checkbox"/> Citizenshipdetails		
		
		
	<input type="checkbox"/>		
11.	Part2(b)Partnership		
12.	Givendetailsofpartnersasfollows:		
13.	Name Shares	Nationality	CitizenshipDetails
	1.....		
	2.....		
	3.....		
	4.....		
14.	Part2(c) -Registered Company		Publi c
15.	Private or	
		
		
16.	Statethenominalandissuedcapitalofcompany-		
17.	Nominal Kshs.....		
18.	IssuedKshs.....		
	Givendetailsofalldirectorsasfollows		

19.	Name	Nationality			
	Citizenship Details				
	Shares				
20.	1.....				
				
21.	2.				
				
				
22.	3.				
				
				
23.	4.				
				
				
24.5				
				
25.	Date	Signature	of	Candidate
				

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

Beneficial ownership report

	Details of all Beneficial Owners	% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes/No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes/No)
	FullName	Directly----	Directly.....	1. Having the right	1. Exercises

1.	National identity card number or Passport number		-- ---- % of shares% of voting rights	ht to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes ----No---- 2. Is this right held directly or indirectly?: Direct..... Indirect.....	significant influence or control over the Company body of the Company (tenderer) Yes--- No-- -- 2. Is this influence or control exercised directly or indirectly? Direct..... Indirect..... ...
	Personal Identification Number (where applicable)		Indirectly--- ----- % of shares	--- % of voting rights		
	Nationality					
	Date of birth [dd/mm/yyyy]					
	Postal address					
	Residential address					
	Telephone number					
	Email address					
Occupation or profession						
2.	Full Name		Directly--- -- ---- % of shares	Directly.....% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes ----No---- Is this right held directly or indirectly?: Direct.....	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes --- No-- -- 2. Is this influence or control exercised
	National identity card number or Passport number		-- ---- % of shares% of voting rights		
	Personal Identification Number (where applicable)		Indirectly--- ----- % of shares	--- % of voting rights		
	Nationality (ies)					
	Date of birth [dd/mm/yyyy]					
	Postal address					

SECTION L: TENDER SECURITY

To Head of Procurement
KENYA WATER INSTITUTE KISI
P.O. Box 4550-
40200, Kenya

Dear Sir,

REF: BID BOND

Whereas pursuant to an Invitation to Tender for supply and delivery of motor vehicle by the Kenya water institute, (the Authority), Ms-----

-- ("The Applicant"), submitted an offer in accordance with the Invitation to Tender;

Whereas following the Invitation to Tender process, the Applicant has submitted bid for provision of sealed battery backup.

Whereas the Applicant has requested that this bid bond be executed on

its behalf: Know all men by this present that, Ms ----- [Name of Bank/Insurance], of ----- [Physical Address] and of ----- [Postal Address] having its registered office at ----- (the Bank/Insurance), hereby guarantee and is bound unto the Authority in the sum of Kshs. 200,000 only which payment will well and truly be made to the Authority upon the following conditions:

If the Applicant, after having been notified as the winning bidder by the Authority, fails to accept the award within fourteen (14) days after such notice;

- i. if the Applicant, after having been notified as the winning bidder by the Authority, fails to submit a performance bond, equivalent to 5% of the bid price the applicant quoted, within fourteen (14) days after such notice;
- ii. if the Applicant, after having been notified as the winning bidder by the Authority, withdraws its bid during the period of the bid validity;

and the Bank binds itself, its successors and assigns by these presents.

Ms ----- [Name of the Bank/Insurance], under takes to pay the Authority the above-mentioned amount of money upon receipt of written demand, without the Authority having to substantiate the demand, provided that the Authority, in its demand, will note that the amount claimed is due to the Authority owing to the occurrence of any or all of the above conditions.

This bid bond will remain valid up to and including 30 (thirty) days after the period of bid validity, or after signing of a Performance Bond, whichever is the latter, and any demand in respect thereof should reach the Bank within the period when the bid bond is valid.

Signed at this day__20

Authorized Signatory----- Authorized Signatory-----

(Name and signatures of two representatives of the Bank duly authorized by a Power of Attorney