



**RUIRU JUJA WATER AND SEWERAGE COMPANY
LIMITED**

P.O BOX 1165-00232 RUIRU, KENYA

PROCUREMENT FOR GOODS

REQUEST FOR QUOTATION (RFQ)

TENDER NAME: RUJWASCO/CLSG II/2025-2026/02

**-RFQ- SUPPLY, DELIVERY AND INSTALLATION OF WATER CONSUMER
METERS**

**FOR RUIRU JUJA WATER AND SEWERAGE COMPANY
LIMITED**

**Project: Water and Sanitation Development
Project (WSDP)**

Credit No: IDA-60300-KE

Purchaser: RUIRU Water and Sewerage Co.

Ltd Country: REPUBLIC OF KENYA

Issued on: 24/02/2026

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REQUEST FOR QUOTATIONS (RFQ)

To: _____

From:

RUIRU JUJA WATER AND SEWERAGE COMPANY LIMITED
P.O BOX 1165-00232 RUIRU, KENYA
EMAIL ADDRESS: info@ruiruwater.co.ke.

Title of the Quotation:

SUPPLY , DELIVERY AND INSTALLATION OF CONSUMER WATER METERS FOR RUIRU JUJA WATER AND SEWERAGE COMPANY LIMITED

Quotation Reference Number: RUJWASCO/Q/25/2040.

1. The **Government of Kenya has received** financing from the World Bank (Bank) toward the cost of the purchase of goods and intends to apply part of the proceeds toward payments under the contract for **Supply , Delivery and Installation of Consumer Water Meters for Ruiru Juja Water and Sewerage Company Limited.**
2. RUIRU JUJA WATER AND SEWERAGE COMPANY LIMITED invites you to submit quotations for **Supply of Goods** as indicated in detail in “Table A. Schedule Of Requirements and Specifications.”

Fraud and Corruption

- (i) The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in the attachment to the Contract Conditions (Attachment A).
- (ii) In further pursuance of this policy, Suppliers shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to the RFQ and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

Eligible Goods

- (iii) All the Goods to be supplied under the Contract and financed by the Bank may have their origin in any Eligible Country.
- (iv) A list of the Purchaser’s requirements is on page 9 of this Request for Quotation (RFQ) document.

Eligible Suppliers

- (v) A Supplier that has been sanctioned by the Bank, pursuant to the Bank’s Anti-Corruption Guidelines, in accordance with its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework as described in the attachment to the Contract Conditions

(Attachment A) paragraph 2.2 d., shall be ineligible to submit Quotations or be awarded or otherwise benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. A list of debarred firms and individuals is available on the Bank's external website: <http://www.worldbank.org/debarr>.

(vi) Suppliers that are state-owned enterprises or institutions in the Purchaser's country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they:

- (a) are legally and financially autonomous;
- (b) operate under commercial law; and
- (c) are not under supervision of the Purchaser.

(vii) A Supplier shall not have a conflict of interest. Any Supplier found to have a conflict of interest shall be disqualified. A Supplier may be considered to have a conflict of interest for the purpose of this Request for Quotations process, if the Supplier:

- a) directly or indirectly controls, is controlled by or is under common control with another Supplier that submitted a Quotation;
- b) receives or has received any direct or indirect subsidy from another Supplier that submitted a Quotation;
- c) has the same legal representative as another Supplier that submitted a Quotation;
- d) has a relationship with another Supplier that submitted a Quotation, directly or through common third parties, that puts it in a position to influence the Quotation of another Supplier, or influence the decisions of the Purchaser regarding this Request for Quotations process; or
- e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, or Related Services, that are the subject of the Request for Quotations process; or
- f) or any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or borrower for implementing the Contract; or
- g) would be providing Goods, works, or non-consulting services resulting from, or directly related to consulting services for the preparation or implementation of the project specified in this Request for Quotations, that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
- h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the Request for Quotations or specifications and/or the evaluation of Quotations, of the subject Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the Request for Quotations process and execution of the Contract.

3. The quotation shall follow the instructions and documents in this RFQ document and shall be in English Language. Suppliers may obtain further information during office hours **8.00 AM – 5.00 PM** at the address given below.
4. Quotations shall be submitted in accordance with the instruction in Part I: Quotation Procedures and in a **sealed envelope clearly** indicating
 - a) name and address of supplier,
 - b) the quotation name and title and must reach the Procuring Entity at the address indicated below not later than **TUESDAY, 10TH MARCH 2026 AT 10.00 A.M.** Quotations can be delivered by registered mail, courier or hand delivery at the supplier's option. ***Late quotations shall be rejected.***
5. Any clarification request regarding this RFQ may be sent in writing to: info@ruiruwater.co.ke and copied to procurement@ruiruwater.co.ke; tenders@ruiruwater.co.ke Requests for clarification should be received by the purchaser not later than: **3 days prior to the deadline for submission for Quotations.**

Any resulting contract shall be subject to the terms and conditions detailed in Part 3: Contract

PART 1: INSTRUCTIONS TO SUPPLIERS

- 1. Suppliers are advised to read carefully** these instructions and the Conditions of Contract in Part 3: Contract, before preparing the quotation.

The standard forms in this RFQ may be photocopied for completion but the Supplier is responsible for their accurate reproduction.

The term Supplier shall mean the firm or person invited to submit a quotation.

The term Quotation herein shall mean the quotation submitted as usually understood in public procurement.

- 2. Validity of Quotations:** The quotation will be held valid for **Sixty (60No.)** days from the date of submission/ Closure date of the quotation.
- 3. Manufacturer's Authorization** - A Supplier that does not manufacture or produce the Goods it offers to supply shall submit a **Manufacturer's Authorization** using the form included to this RFQ to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country.
- 4. Bid Security** - A Bid Security **shall be** required. The bid security amount shall be **KSHS. 200,000** and shall remain valid for a further 28 days beyond the bid validity period of **FURTHER 28 DAYS FROM THE BID VALIDITY DATE.**
- 5. The Quotation shall consist of** completed Tables A, B and C and the Form of Quotation all indicated in Part 2 of this Request for Quotations, and documents to evidence Eligibility and Conformity to Technical Specifications.
- 6. Sealing and Marking of Quotations:** Quotations in one "one original" should be sealed in a single envelope, clearly marked with the **Quotation Reference Number** in the RFQ, the **Suppliers** name and the name of the Procuring Entity. Envelopes should be sealed in such a manner that opening and resealing cannot be achieved undetected.
- 7. Submission of Quotations:** Quotations as per Item 11 below, should be submitted to the address below, on or before the date and time indicated in sub-item 4 below. Late quotations will be rejected

Address for Submission of Quotations.

Name of Procuring Entity: **RUIRU JUJA WATER AND SEWERAGE COMPANY LIMITED**

Name of Department: **Water and Sanitation**

Mailing Address: **P. O. BOX 1165-00232 RUIRU, KENYA**

Physical address: **Ruiru-Juja Water & Sewerage Company Ltd Next to Kenyatta University, Ruiru Campus**

a) Date of submission (deadline): **TUESDAY, 10TH MARCH 2026 AT 10.00 A.M**

b) Time of Submission (deadline): **10.00 A.M**

8. Opening of Quotations: Quotations will be opened immediately after the closing date and time specified in item 5 (4) above, by at least three appointed officials of the Procuring Entity.

9. Examination and Evaluation of the Quotations

a) **Supplier Eligibility:**

Supplier must submit Documentary evidence to show His/her eligibility to be awarded a contract to cover each of the following: ***(All Copies of Documents Must be certified before commissioners of oath)***

- (i) Relevant Valid Trading License /Business Permit;
- (ii) Certificate of Incorporation;
- (iii) CR12;
- (iv) Tender security of **KSHS.200,000.00** shall remain valid for a further 28 days beyond the bid validity period from the REPUTABLE BANK.
- (v) Certified Audited Accounts for the Years **(2024/2023/2022)**;
- (vi) Valid Tax Compliance /Exemption Certificate from Kenya Revenue Authority ***(RUJWASCO Shall authenticate the certificate from KRA ITAX Portal)***;
- (vii) Manufacturer's Authorization
- (viii) Duly Filled, Stamped and Signed Confidential Business Questionnaire in the Format Provided in this tender document;
- (ix) Self -Declaration Forms strictly in the format provided;
- (x) The Supplier shall also complete attached forms to confirm eligibility and non-existence of a conflict of interest in relation to this procurement requirement by signing the attached Forms.

10. Invitation not transferable: This invitation is not transferable to other firms or individuals not so invited.

11. Goods Eligibility: Supplier must submit as evidence documents to show the country of origin of any goods to be supplied or incorporated in the work or services

12. Technical Specifications: Documentary evidence to show that the goods meet the technical specifications.

(As provided in Part 2: Schedule of Requirements, Table A. Schedule Of Requirements and Technical Specifications where applicable). Bidders shall be required to meet all technical specification as provided by Ruiru Juja Water and Sewerage company limited and failure to meet any of the technical requirement of the goods, the bid shall be considered non-Responsive and shall be rejected at this stage and shall not be considered further for detailed Evaluation. Bidder shall be required in their submission to include brochures /technical data sheets where necessary for the goods to be supplied under the contract.

13. Alternative Quotations: Suppliers are **not permitted** to submit alternative quotations for goods/alternative technical solutions for specified parts of the Works or Services Only the Supplier with the winning quotation conforming to the basic technical requirements shall be considered by the Procuring Entity.

14. Currency: Quotations shall be priced in Kenya Shillings. Quotations in other currencies will be rejected if not allowed.

15. Evaluation of Quotations: The evaluation of quotations will be conducted using the procedure set out below to ensure the following: -

- (a) Price Quotations shall be evaluated per line item;
- (b) Compliance with the Technical Specifications, *(Attach Technical Data sheets where applicable)*
- (c) Commercial terms (bid Validity, bid security validity etc.)
- (d) Manufacturer’s Authorization (MA);
- (e) Delivery and Completion Schedules and any other requirements of the RFQ;
- (f) Compliance with the following Mandatory Documents

No.	Documentation /Requirement	Tenders Remarks Provided/Not Provided Y/N
1.	Certificate of Incorporation	
2.	Certificate from Registrar of Companies Showing Directorship and Shareholding (ie. Cr12)	
3.	Power of Attorney to Sign the Tender Documents.	
4.	Duly filled, Signed and Stamped Confidential Business Questionnaire.	
5.	One sample of water meter to be provided by the bidder for the following categories:	

	DN 15mm Single Jet Ratio Meter (R200) which are convertible to SMART meters which meets the tender specifications	
6.	Tenderers MUST provide a duly filled and signed Manufacturer's Authorization Letter (the manufacturers should clearly indicate in a letter from itself) addressed directly to Ruiru-Juja Water and Sewerage Company. The letter MUST demonstrate that the tenderer has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Kenya. The letter MUST state the category of items in this tender document the tender is authorized to supply which must include the following: ✓ Single Jet Ratio Meter (R200) which are convertible to SMART meters	
7.	Tender security of KSHS.200,000.00 shall remain valid for a further 28 days beyond the bid validity period REPUTABLE BANK.	
8.	Provide a copy of KRA Pin Certificate	
9.	Provide a copy of Valid KRA Tax Compliance Certificate (TCC). (RUJWASCO Shall authenticate the certificate from KRA ITAX Portal);	
10.	Provide a copy of Valid business permit	
11.	Specifications for the meters. Bidder MUST attach the specifications of the quoted meters and shall be evaluated for compliance	
12.	Bidders must chronologically serialize all pages of their document NUMERICALLY (i.e. 1, 2, 3.....) up to the last page including all attachments.	
13.	Documents submitted should be Spiral or Vero bound and not loose papers (Documents submitted as loose papers shall be Disqualified)	
14.	Self -Declaration, Forms strictly in the format provided;	
15.	Certified Audited Accounts for the Years (2024/2023/2022);	
16.	The Supplier shall also complete attached forms to confirm eligibility and non-existence of a conflict of interest in relation to this procurement requirement by signing the attached Forms	

TECHNICAL EVALUATION

ITEM	DESCRIPTION	Meets the criteria/ Does not Meet the Criterial (YES/NO)
Have a signed agreement / letter as a local certified service provider or certified by a manufacturer to act as local service provider	Provide a duly filled and signed Manufacturer's Authorization Letter (the manufacturers should clearly indicate in a letter from itself) addressed directly to Ruiru-Juja Water and Sewerage Company. The letter MUST demonstrate that the tenderer has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Kenya. The letter MUST state the category of items in this tender document the tender is authorized to supply which must include the following: Single Jet Ratio Meter (R200) which are convertible to	
Experience of the bidder related to the assignment	Provide at least 3 documentary pieces of evidence in form of LPOs, award letters or contracts to which the company has offered similar services (supply and installation of meters i.e. R200 meters)	
Financial capability	Audited Accounts for 2024, 2023 and 2022 Annual Turnover of over Kshs. 100 million for the last 3 years Below 50 million	
Credit Period: Indicate Credit Period willing to offer – Above 150 Days	Bidder to provide Letter addressed directly to Ruiru-Juja Water and Sewerage Company. The letter MUST indicate the Credit Period	
The supplier will submit specifications for the meters they intend to supply category	Provide detailed specifications from the manufacturers of the following meter which demonstrate adherence to the requirements in the Technical Specifications of this tender document: ✓ Single Jet Ratio Meter (R200) which are convertible to SMART meters	

<p>Demonstrate availability of technical support and service staff (Attach CV's).</p>	<p>Contractor's Representative and Key Personnel Curriculum Vitae (CVs) of the Proposed Key Staff must be presented in the provided format and duly signed by the proposed individual. Copies of certificates and Annual Practicing Licenses (for Project Managers) and Academic Certificates for all staff is mandatory.</p>		
	<p>Proposed Staff</p>	<p>Qualification</p>	
	<p>Site Agent</p>	<p>BSc. or M.Sc. in Civil Engineering). Reg. Eng with EBK General Experience of 10 Years in water supply projects Specific Experience = 3 Years Valid EBK Annual Practicing Licenses Academic Certificates</p>	
	<p>Foreman</p>	<p>Must have a Diploma in Civil Eng.. General Experience 5 Years, Specific Experience = 3 Years Academic Certificates</p>	
	<p>2No Plumbers</p>	<p>Must have a minimum qualification in Grade I Artisan Must have a Minimum 5 years' experience in similar assignments Academic Certificates</p>	
	<p>The bidder to provide the following certificates.</p> <p>Certifications</p> <ol style="list-style-type: none"> 1. Calibration certificates from accredited testing LAB for meters 2. Accuracy Test Certificates from the manufacturer. <p>Pressure Test Certificates from the manufacturer</p>		

(b) Technical examination to determine works eligibility, compliance with technical specifications and commercial responsiveness. Quotations failing this stage will be rejected and not considered in next stage.

(c) Financial comparison of quotations to determine the lowest evaluated quotation. The currency of evaluation is Kenya Shillings.

16. Lowest Evaluated Quotation: The lowest evaluated AND substantially Responsive quotation shall be recommended for award of contract.

26. **Award of contract:** The Contract will comprise the item(s) awarded to the successful Supplier.” and will be awarded to the Supplier/s who:

- (a) **Is Eligible and Offers Eligible Goods;**
- (b) **Offers the Substantially Responsive and Lowest Evaluated Price/s,**
- (c) **Technically Compliant Quotation, and**
- (d) **Guarantees delivery, in accordance with the delivery period/s.**

17. Award of contract shall be by placement of a Letter of Acceptance or Local Purchase Order in accordance with Part 3: Contract. The currency of award and payment shall be currency in which the quotation was submitted. Unsuccessful Suppliers who responded will be notified of the accepted quotation, indicating the name and the amount of the accepted quotation

18. Right to Reject: The Procuring Entity reserves the right to accept or reject any quotation or to cancel the quotation process and reject all quotations at any time prior to contract award.

QUOTATION FORM

Supplier Quotation Form

From:	<i>[Insert Supplier's name]</i>
Supplier's Representative:	
Title/Position:	
Address:	
Email:	

To:	<i>[Insert Purchaser's name]</i>
Purchaser's Representative:	
Title/Position:	
Address:	
Email:	
RFQ Ref No.:	
Date of Quotation:	

SUBMISSION OF QUOTATION

1. **Conformity and no reservations**

In response to the above named RFQ we offer to Supply the UTF Goods–**Commercial Goods RUJWASCO** per this Quotation and in conformity with the RFQ, Delivery and Completion Schedules and Technical Specifications. We confirm that we have examined and have no reservations to the RFQ, including the Contract.

2. **Eligibility**

We meet the eligibility requirements and have no conflict of interest, in accordance with the Request for Quotations. **Suspension and Debarment**

We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council.

3. Quotation Price

Our individual item **Total Price is indicated on the price schedule**

The total price of each item of our offer is **KSHS**.....

4. Quotation Validity

Our quotation shall be valid until **[insert day, month and year]**, and it shall remain binding upon us and may be accepted at any time on or before this date;

5. Not Bound to Accept

We understand that you reserve the right to:

- a. accept or reject any Quotation and are not bound to accept the lowest evaluated cost Quotation, or any other Quotation that you may receive, and
- b. annul the RFQ process at any time prior to the award of the Contract without incurring any liability to Suppliers.

6. Fraud and Corruption

We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

On behalf of the Supplier:

Name of the person duly authorized to sign the Quotation on behalf of the Supplier
.....

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

Signature of the person named above

Signature:

Date signed:Day of

ANNEX 1: SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS

TABLE A. SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATIONS Tenderer to complete column indicating Yes/No as it applies

TECHNICAL SPECIFICATION FOR SUPPLY, DELIVERY AND INSTALLATION OF CONSUMER WATER METERS

TECHNICAL SPECIFICATION FOR DN15/20 CONSUMER WATER METERS

<u>1.1 Technical Requirement</u>	Description																								
1.2 Required Certificates	Type approval certificate: In accordance to ISO 4064 Manufacturer's authorization to sell, Calibration certificate from accredited Laboratory in Kenya																								
1.3 Meter Type	Single jet, IP68 dry type register, magnetic transmission																								
1.4 AMR Technology	Pre-equipped with modular disc for non-reactive scanning for radio																								
1.4 Class of Meter	Class R200																								
1.5 Sizing of Meter	DN 15mm Both the inlet and outlet shall be the same size and on the same axis. The corresponding fixed set of dimensions																								
1.6 Metrological requirements	<p>Q_s = Starting Flow rate.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">DN</th> <th style="text-align: left;">mm</th> <th style="text-align: left;">15</th> </tr> </thead> <tbody> <tr> <td>L</td> <td>mm</td> <td>110</td> </tr> <tr> <td>Q3</td> <td>m³/h</td> <td>2.5</td> </tr> <tr> <td>Q3/Q1</td> <td>R</td> <td>200</td> </tr> <tr> <td>Qs</td> <td>l/h</td> <td><6</td> </tr> <tr> <td>Q1</td> <td>l/h</td> <td>12.5</td> </tr> <tr> <td>Q2</td> <td>l/h</td> <td>20</td> </tr> <tr> <td>Q4</td> <td>m³/h</td> <td>3.125</td> </tr> </tbody> </table>	DN	mm	15	L	mm	110	Q3	m ³ /h	2.5	Q3/Q1	R	200	Qs	l/h	<6	Q1	l/h	12.5	Q2	l/h	20	Q4	m ³ /h	3.125
DN	mm	15																							
L	mm	110																							
Q3	m ³ /h	2.5																							
Q3/Q1	R	200																							
Qs	l/h	<6																							
Q1	l/h	12.5																							
Q2	l/h	20																							
Q4	m ³ /h	3.125																							
1.7 Accuracy class and maximum permissible error (MPE)	<p>Accuracy class 2 Consumer water meters</p> <p>The water meter shall be designated as accuracy class 2. The Maximum Permissible Error (MPE) for the upper flow rate zone ($Q_2 \leq Q \leq Q_4$) shall be $\pm 2\%$, (for temperatures from $0.1\text{ }^\circ\text{C}$ to $50\text{ }^\circ\text{C}$).</p> <p>The MPE for the lower flow rate zone ($Q_1 \leq Q < Q_2$) shall be $\pm 5\%$ regardless of the temperature range.</p> <p>The working pressure shall be up to $1,600\text{ kPa}$. This should be indicated on the meter as well.</p>																								

<p>1.8 Material Requirement</p>	<p>Plastic water meter made from top quality composite materials resistant to corrosion and sediment condensation, guaranteeing working temperature up to 50°C.</p> <p>The material should be resistant to normal exposures,</p> <p>The meter body material to be specified in the brochure.</p> <p>The water meter shall be threaded. The meters shall be supplied complete with a set of connectors that are made of plastic composite or equivalent material resistant to corrosion, rust and damage due to shock or vibration.</p> <p>The connectors shall be threaded to the correct male size, comprising cap nuts, linings and fiber sealing washers. The meter linings shall have adequate provisions to safeguard against tampering</p>
<p>1.9 Non-return Valve</p>	<p>In-built sieves/strainers shall be incorporated in consumer flow meters. A water meter shall include protection devices which can be sealed so as to prevent, both before and after correct installation of the water meter, dismantling or modification of the meter, its adjustment device or its correction device, without damaging these devices. One of the methods frequently applied in Kenya, is sealing by a corrosive resistant wire inserted through 2.5 mm diameter holes in the halves of the body, and secured by a circular sheet metal seal impressed by a device which provides a unique imprint on the seal. The meter linings shall have adequate provisions to safeguard against tampering¹.</p>
<p>1.10 Marks and Inscriptions</p>	<p>In addition to the inscription requirement in ISO 4064-1 (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.</p> <ul style="list-style-type: none"> • Direction of flow by means of an arrow should be shown on the body and easily visible under all circumstances, • Nominal diameter • Nominal Flow rate value – Q3 Class ratio • Serial Numbered Unit of Measurement • Maximum Admissible pressure (MAP) • Name or trademark of the manufacturer • Year of manufacture • RUJWASCO
<p>1.11 Engraving</p>	<p>The meter shall be serialized & engraved RUJWASCO to reduce the chance of theft.</p>

<p>I.12 Testing Protocol</p>	<p>Before accepting any delivery and undergoing type evaluation tests, a random batch of 5% in every batch of 100 meters may be selected by a representative of the RUJWASCO technical department. The meters will be examined to verify that it meets the requirements with respect to the design of the indicating device, the marking of the meter and the application of protection devices”.</p> <p>A batch will be considered as failed if two meters do not comply with the established technical specifications or have failed the tests. In this case the cost of testing will be borne by the Tenderer and vice versa</p> <p>The tests must be conducted by a Kenya National Accreditation Service (KENAS) Accredited Meter Testing Laboratory such as KEBS etc. Furthermore, the supplier has also to bear the costs for replacement if rejected.</p>
<p>I.13 Additional Technical Requirement</p>	<p>Warranty: The minimum warranty period shall be two years.</p> <p>The water meter manufacturer must guarantee that the meter will perform at its optimum accuracy throughout its lifespan with only the removal of silt.</p> <p>Inlet strainers: All meters shall be provided with effective inlet strainers, close fitting and designed for easy removal. Inlet strainers shall be of nickel-plated copper, stainless steel or other materials having satisfactory characteristics.</p> <p>Manuals: Maintenance, installation manuals and data sheets (In English) shall be provided.</p> <p>Calibration: All meters shall be delivered calibrated</p> <p>Spare parts/after sales service: Availability of spare parts has to be proven. The manufacturer should provide a complete list of available spare parts (in English), their specific costs (at the time of purchase) and delivery time.</p>

2.0 Installation of Consumer Water Meters

2.1 Associated Fittings

In addition to the quality meter, the following fittings and instructions should be applied and followed additionally, in order to ensure the correct functioning of Consumer water meters.

- Threaded meters shall be installed using meter liners/connectors. A stopcock, preferably with the direction of the valve operation indicated, should be installed upstream of the meter. In case of high probability of tampering of the downstream of the meter, a non-return valve shall be installed instead.
- If, under specific installation conditions, the accuracy of flow measurement is likely to be affected by suspended particles in the water, the meter may be installed with an additional external strainer. The strainer shall be placed before the stopcock valve in the pipe work upstream.

2.2 Installation Instructions

2.21 General Recommendations

Installation of Consumer water meters shall be carried out professionally according to the installation instructions provided by

the specific manufacturer.

NB - BIDDERS MUST DEMONSTRATE TO COMPLY WITH ALL REQUIREMENTS STATED UNDER ANNEX I SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS. FAILURE TO COMPLY WITH ANY OF THE REQUIREMENT, THE BID BY THE BIDDER SHALL BE CONSIDERED NON-RESPONSIVE AND SHALL BE DISQUALIFIED.

ANNEX 2: PRICE SCHEDULE FOR SUPPLY, DELIVERY AND INSTALLATION OF CONSUMER WATER METERS

TABLE B

<u>RUIRU JUJA WATER AND SEWERAGE COMPANY LTD</u>					
<u>CONDITIONAL LIQUIDITY SUPPORT GRANT II</u>					
<u>BILL NO. I: CONSUMERS METERS AND FITTINGS</u>					
ITEM No.	DESCRIPTION	UNIT	QTY	RATE (Kshs) inclusive of VAT	AMOUNT (Kshs)
I	<i>Supply, delivery and installation of velocity Consumer Water Meters and associated fittings as per the specifications provided</i>				
I.1	DN 15mm velocity Consumer water meters (R200), capable of being made smart by clip on module complete with their connection accessories i.e Liners (SINGLEJET) and seals. (Installation involves replacing the existing meter, relocating some of the existing connections from the premise to the outside. (The meter shall have the following markings:) <i>Unit of measurements</i> <i>Accuracy Class</i> <i>Numerical Value of Q3 and ratio Q3/Q1</i> <i>Name or trademark of the manufacturer</i> <i>Year of manufacture</i> <i>Serial number</i> <i>Direction of flow</i> <i>maximum admissible pressure</i>	Nr	2,000		

Section IV – Bidding Forms

	<i>Temperature class</i>				
1.2	15mm diameter gate valve PN 16	No.	2,000		
1.3	15mm diameter GI 450mm Long stand PN 16 (class B)	No.	4,000		
1.4	15mm diameter G.I Hexagonal Nipple PN 16	No.	2,000		
1.5	15mm diameter G.I Elbow PN 16	No.	4,000		
2	Excavate and install OD 20mm diameter HDPE PN 10 pipe in the trench	M	2,000		
PAGE TOTAL CARRIED TO SECTION COLLECTION SHEET					

NOTE: ALL PRICES QUOTED MUST BE INCLUSIVE OF VAT (16%)

Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be Imported

(Group C Bids, goods to be imported)								
Currencies in accordance with ITB 15						Date: _____		
						RFB No: _____		
						Alternative No: _____		
						Page N° _____ of _____		
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP [<i>insert place of destination</i>] in accordance with ITB 14.8(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination specified in BDS	Total Price per Line item (Col. 7+8)
1	Supply, delivery of velocity Consumer Water Meters and associated fittings as per the specifications provided			2,000				
2	DN 15mm velocity Consumer water meters (R200), capable of being made smart by clip on module complete with their connection accessories i.e Liners (SINGLEJET) and seals. (Installation involves replacing the existing meter, relocating some of the existing connections from the premise to the outside. (The meter shall have the following markings:) <i>Unit of measurements</i> <i>Accuracy Class</i> <i>Numerical Value of Q3 and ratio Q3/Q1</i> <i>Name or trademark of the manufacturer</i> <i>Year of manufacture</i> <i>Serial number</i> <i>Direction of flow</i> <i>maximum admissible pressure</i> <i>Temperature class</i>							

3	15mm diameter gate valve PN 16			2,000					
4	15mm diameter GI 450mm Long stand PN 16 (class B)			4,000					
5.	15mm diameter G.I Hexagonal Nipple PN 16			2,000					
6.	15mm diameter G.I Elbow PN 16			4,000					
7.	OD 20mm diameter HDPE PN 10 pipe			2,000					
10.									
11.									
12.									
								Total Price	

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[Insert Date]*

Price Schedule: Goods Manufactured in the Purchaser’s Country

Purchaser’s Country _____ (Group A and B Bids)								Date: _____ RFB No: _____ Alternative No: _____ Page N° _____ of _____	
Currencies in accordance with ITB 15									
1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4×5)	Price per line item for inland transportation and other services required in the Purchaser’s Country to convey the Goods to their final destination	Cost of local labor, raw materials and components from with origin in the Purchaser’s Country % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.8(a)(ii))	Total Price per line item (Col. 6+7)
								Total Price	

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

Price and Completion Schedule - Related Services

Currencies in accordance with ITB 15					Date: _____ RFB No: _____ Alternative No: _____ Page N° _____ of _____	
1	2	3	4	5	6	7
Service N°	Description of Services (excludes inland transportation and other services required in the Purchaser's Country to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
Total Bid Price						

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

PART 3:
ANNEX 3: CONTRACT FORM AND ANNEXTURES

Contract Agreement

THIS AGREEMENT made the [*insert: number*] day of [*insert: month*], [*insert: year*].

BETWEEN

- (1) [*insert complete name of Purchaser*], a [*insert description of type of legal entity, for example, an agency of the Ministry of of the Government of { insert name of Country of Purchaser } , or corporation incorporated under the laws of { insert name of Country of Purchaser }] and having its principal place of business at [*insert address of Purchaser*] (hereinafter called “the Purchaser”), of the one part, and*
- (2) [*insert name of Supplier*], a corporation incorporated under the laws of [*insert: country of Supplier*] and having its principal place of business at [*insert: address of Supplier*] (hereinafter called “the Supplier”), of the other part :

WHEREAS the Purchaser invited quotations for certain Goods and ancillary services, [*insert brief description of Goods and Services*] and has accepted a quotation by the Supplier for the supply of those Goods and Services

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) the Letter of Award of Contract
 - (b) the Supplier’s quotation
 - (c) Conditions of Contract
 - (d) the Purchaser’s Requirements (including Schedule of Requirements and Technical Specifications)
 - (e) the completed Schedules (including Price Schedules)
 - (f) any other document listed as forming part of the Contract
3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and

Related Services if applicable and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services if applicable 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 the laws of *[the Purchaser's country, unless agreed otherwise]* on the day, month and year indicated above.

[To facilitate this emergency procurement, if acceptable to the Purchaser and the Supplier, electronic signature of the Contract Agreement such as using DocuSign is recommended.]

For and on behalf of the Purchaser:

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier:

Signed: *[insert signature of authorized representative(s) of the Supplier]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

Attachment A to the Conditions of Contract

Fraud and Corruption

(Text in this Appendix shall not be modified)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it

from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring mis procurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants,

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

LETTER OF AWARD OF CONTRACT

[modify as appropriate]

[use letterhead paper of the Purchaser]

[date]

To: *[name and address of the Supplier]*

Subject: **Notification of Award of Contract No.**

In reference to the RFQ *[insert reference number and date]*, your Quotation *[insert reference number and date]* has been accepted.

Please find in closed herewith the Contract. You are requested to sign the contract within *[insert no of days]*.

[Insert the following only if Performance Security is required:] “You are also requested to furnish a Performance Security within *[insert no of days]* in accordance with the Conditions of the Contract, using for that purpose one of the Performance Security Forms attached to the Contract.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract

Beneficial Ownership Disclosure Form

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful Bidder¹. In case of joint venture, the Bidder must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Bidder is any natural person who ultimately owns or controls the Bidder by meeting one or more of the following conditions:

- *directly or indirectly holding 25% or more of the shares*
- *directly or indirectly holding 25% or more of the voting rights*
- *directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder*

RFQ No .: *[insert number of RFQ process]*

Request for Bid No.: *[insert identification]*

To: *[insert complete name of Purchaser]*

In response to your request in the Letter of Acceptance dated *[insert date of letter of Acceptance]* to furnish additional information on beneficial ownership: *[select one option as applicable and delete the options that are not applicable]*

(i) we hereby provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Bidder (Yes / No)
<i>[include full name (last, middle, first), nationality, country of residence]</i>			

OR

(ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions:*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder

OR

(iii) *We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Bidder shall provide explanation on why it is unable to identify any Beneficial Owner]*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder”

Name of the Bidder: *[insert complete name of the Bidder]_____

Name of the person duly authorized to sign the Bid on behalf of the Bidder: **[insert complete name of person duly authorized to sign the Bid]_____

Title of the person signing the Bid: [insert complete title of the person signing the Bid]_____

Signature of the person named above: [insert signature of person whose name and capacity are shown above]_____

Date signed [insert date of signing] **day of** [insert month], [insert year]_____

* In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder. In the event that the Bidder is a joint venture, each reference to “Bidder” in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

** Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.