Ministry of Water, Sanitation and Irrigation

WaterFund
Financing the Water Sector

MWEWASCO
MURANG'A WEST WATER AND SANITATION COMPANY

MURANG'A WEST WATER AND SANITATION COMPANY

P.O BOX 118-10202 KANGEMA, KENYA

REQUEST FOR QUOTATION (RFQ)

Quotation: Supply And Delivery of Domestic Water Meters

Quotation No.: MWEWASCO/CLSG II/3/2025

Project: Conditional Liquidity Support Grant II

Project No: P156634

Credit No: 6030-KE

Purchaser: Murang'a West Water and Sanitation Company

Country: Republic of Kenya

Issued on: 25/11/2025

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REQUEST FOR QUOTATIONS (RFQ)

To: _____

From:

MURANG'A WEST WATER AND SANITATION COMPANY,
P.O BOX 118 - 10202,
KANGEMA

Title of the Quotation:

SUPPLY, DELIVERY AND INSTALLATION OF DOMESTIC WATER METERS

Quotation Reference Number:
MWEWASCO/CLSG II/3/2025

1. The **Government of Kenya** has received financing from the World Bank (Bank) through Waterfund, toward the cost of the purchase of goods and intends to apply part of the proceeds toward payments under the contract for **Supply and Delivery of domestic water meters for Murang'a West Water and Sanitation Company.**
2. MURANG'A WEST WATER AND SANITATION COMPANY invites you to submit quotations for **Supply of Goods as i**ndicated 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, Bidders shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, Bidders, 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 Bidders

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

a) directly or indirectly controls, is controlled by or is under common control with another Bidder that submitted a Quotation;
b) receives or has received any direct or indirect subsidy from another Bidder that submitted a Quotation;
c) has the same legal representative as another Bidder that submitted a Quotation;
d) has a relationship with another Bidder that submitted a Quotation, directly or through common third parties, that puts it in a position to influence the Quotation of another Bidder, 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. Bidders 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 1: Quotation Procedures and in a **sealed envelope clearly** indicating:
    a) Name and address of Bidder,
    b) The quotation name and title,
    and must reach the Procuring Entity at the address indicated below not later than **Wednesday, 3rdDecember, 2025 at 10.00 a.m**. Quotations can be delivered by registered mail, courier or hand delivery at the Bidder's option. ***Late quotations shall be rejected.***

5. Any clarification request regarding this RFQ may be sent in writing to: ***info@mwewasco.co.ke*** **and copied to** ***procurement@mwewasco.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 BIDDERS

1. Bidders 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 Bidder is responsible for their accurate reproduction.

   The term Bidder 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 **one hundred and twenty (120)** days from the date of submission/ Closure date of the quotation.

3. **Manufacturer's Authorization** - A Bidder 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 of Kes.200,000 ***shall be*** required.
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 **Bidders** 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.

Murang'a West Water and Sanitation Company

P.O Box 118 - 10202,

Kangema.

Office Line: 0769 951 223

Off Kangema - Kanorero Road

Email: info@mwewasco.co.ke

a) Date of submission (deadline): **Friday, 7th November, 2025.**

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) **Bidder Eligibility:**

Bidder 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 by The Commissioner of Oath).***

(i) Relevant Valid Trading License /Business Permit;
(ii) Certificate of Incorporation;
(iii) CR12;
(iv) Certified Audited Accounts for 3 previous years
(v) NCA 5 and above
(vi) Registration as a water contractor with the Ministry of Water, class 7 and above
(vii) Valid Tax Compliance /Exemption Certificate from Kenya Revenue Authority
(viii) Manufacturer's Authorization
(ix) Duly Filled, Stamped and Signed Confidential Business Questionnaire in the Format Provided in this tender document;
(x) Self -Declaration Forms strictly in the format provided;
(xi) The Bidder 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:** Bidder 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 herein. 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:** Bidders are **not permitted** to submit alternative quotations for goods/alternative technical solutions for specified parts of the Works or Services Only the Bidder 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.
    (c) Commercial terms (bid Validity, bid security validity etc.)
    (d) Delivery and Completion Schedules and any other requirements of the RFQ.

A. **Compliance with the following Mandatory Requirements**:

i. Relevant Valid Trading License /Business Permit;
ii. Certificate of Incorporation;
iii. CR12;
iv. Valid Tax Compliance /Exemption Certificate from Kenya Revenue Authority.
v. NCA 5 and above
vi. Registration as a water contractor with the Ministry of Water, class 7 and above
vii. Manufacturer's Authorization
viii. Duly Filled, Stamped and Signed Confidential Business Questionnaire;
ix. Self -Declaration Forms strictly in the format provided;

x. The Bidder shall also complete attached forms to confirm eligibility and non-existence of a conflict of interest.

xi. Evidence of 2 previous similar assignments (Recommendation Letters or Signed Delivery Notes)

xii. Certified audited accounts for the last three years.

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 Bidder." and will be awarded to the Bidder/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 Bidders 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 AND QUALIFICATION DOCUMENTS

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

(i) SCHEDULE OF REQUIREMENTS TABLE

(ii) FORM FOR DISCLOSURE OF INTEREST

(iii) CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION

(iv) SELF-DECLARATION FORM

i) FORM OF QUOTATION [To be completed by Tenderer]

Quotation Addressed to	**Murang'a West Water and Sanitation Company**
Date of Quotation	
Quotation Reference Number:	
Subject of Quotation	

1. We have examined and have no reservations to the Request for Quotation document, and understand its full content and intent.

2. In compliance with your request for quotations dated_____, referenced above, we offer to _____(*specify one of supply goods, complete the works or provide the services)* to cover and conform to our pricing listed in the attached in Table B. Quotation Submission TABLE at a total price of Kenya Shillings_____ _____(in words) _____

OR in Foreign Currency (*if allowed*), Currency_____amount_____(in words) _____

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

4. We also confirm that the_____(*goods to be supplied/works to be constructed/services to be provided (select one*) conform to the SCHEDULE OF REQUIREMENTS TABLE below and in conformity with technical specifications listed in PART 2: SCHEDULE OF REQUIREMENTS of this RFQ Document.

5. We undertake to adhere by the Code of Ethical Conduct for Bidders, Contractors and Service Providers, copy available from_____(*specify website*) during the procurement process and the execution of any resulting contract.

6. We confirm that the prices quoted are fixed and firm for the duration of the validity period and performance of the contract and will not be subject to revision or variation.

7. The validity period of our quotation is:_____days from the time and date of the submission deadline (*number to be same as in the instructions to Tenderers).*

8. We confirm we are not submitting any other Quotation as an individual or firm, and we are not participating in any other Quotation as a Joint Venture member or as a subcontractor.

9. We, along with any of our subcontractors, Bidders, Engineer, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to a temporary suspension or a debarment imposed by the Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.

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

11. We hereby certify and confirm that the Quotation is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the "Certificate of Independent Quotation Determination" attached below.

12. We, the Tenderer, have completed fully and signed the FORM FOR DISCLOSURE OF INTEREST- interest of the firm in the Procuring Entity, attached below.

The Delivery/Completion period offered is:_____days from date of acceptance of Quotation. The warranty period offered is_____weeks.

Quotation Authorized by:

Name and designation _____

Signature: _____

ii) SCHEDULE OF REQUIREMENTS TABLE

(Procuring Entity will complete the list of items to be same as those on Part 2 Table A. Schedule of Requirements and Technical Specifications and tenderer should complete columns D and E).

Item	Description of Goods/works/services (Procuring Entity to select one)	Quantity	Unit price	Total Price
1	B	C	D	E
2	Supply, deliver and install R200 Consumer meters and their accessories as per the given specifications(Size= DN15,Accuracy rating=R200)	2000		
3				
		TOTAL PRICE		

Signature:

And seal/Stamp

Name:

Position:

Authorised for and on behalf of (specify name of tenderer) _____

_____ _____

Date _____

Signature:_____

And seal/Stamp

Name:_____

Position:

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

_____ _____

Date _____

iii) FORM FOR DISCLOSURE OF INTEREST – (Interest of the Firm in the Procuring Entity).

Are there any person/persons in **Murang'a West Water and Sanitation Company** who has/have an interest or relationship in this firm? Yes/No……

If yes, provide details as follows.

	Names of Person	**Designation in the Procuring Entity**	**Interest or Relationship with Tenderer**
1			
2			
3			

iv) Conflict of interest disclosure

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Quotation has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the quotation of another tenderer, or influence the decisions of the Procuring Entity regarding this quotation process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the quotation.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Quotation Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Quotation document or specifications of the Contract, and/or the Quotation evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the quotation process and execution of the Contract?		

v) Certification

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name_____

Title or Designation_____

_____ _____

(Signature) *(Date)*

vi) CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION

I, the undersigned, in submitting the accompanying Letter of quotation to the_____

_____ *[Name of Procuring Entity]* for: _____

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

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

1. I have read and I understand the contents of this Certificate;

2. I understand that the Tenderer will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the quotation on behalf of the Tenderer;

4. For the purposes of this Certificate and the quotation, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:

   a) has been requested to submit a quotation in response to this request for quotations;

   b) could potentially submit a quotation in response to this request for quotations based on their qualifications, abilities orexperience;

5. The Tenderer discloses that [check one of the following, as applicable]:

   a) The Tenderer has arrived at the quotation independently from, and without consultation, communication, agreement or arrangement with, any competitor;

   b) the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for quotations, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;

6. In particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

   a) prices;

   b) methods, factors or formulas used to calculate prices;

   c) the intention or decision to submit, or not to submit, a quotation; or

   d) the submission of a quotation which does not meet the specifications of the request for quotations; except as specifically disclosed pursuant to paragraph (5) (b) above;

7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;

8. the terms of the quotation have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official quotation opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name__ Title_____

Date_____

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

vii) SELF-DECLARATION FORM

We, the Tenderer_____*(insert name)* submitting our Quotation in respect of Quotation No_____for_____ _____*(insert quotation Title Description*) for_____ _____*(insert Name of Procuring Entity)*

DECLARE AS FOLLOWS:

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

a) have not engaged/will not engage in any corrupt or fraudulent practices in the processes of procurement and contract execution related to the above quotation as defined and/or described in the following:

i) the RFQ for the above Quotation;
ii) Kenya's Public Procurement and Asset Disposal Act, 2015*)* and its attendant Regulations;

iii) Kenya's Anti-Corruption and Economic Crimes Act, 2013; and

iv) any such other Acts or Regulations of Government of Kenya;

b) have not offered/will not offer any inducement to any member of the board, management, staff and/or employees and/or agents of ……. *(name of the procuring entity);*

c) have not engaged/will not engage in any collusive or corrosive practice with other tenderers participating in the subject quotation;

d) have not been sanctioned or debarred by any entity from participation in public procurement proceedings of Kenya.

That, what is deponed to herein above is true to the best of our knowledge, information and belief.

Name of the Tenderer: ..... *[Insert complete name of tenderer signing the quotation]*

Name of the person duly authorized to sign the quotation on behalf of the Tenderer: ..... *[Insert complete name of person duly authorized to sign the quotation]*

Title of the person signing the Quotation: ..... *[Insert complete title of the person signing the quotation]*

Signature of the person named above: ..... *[Insert signature of person whose name and capacity are shown above]*

PART 2: SCHEDULE OF REQUIREMENTS

Table A. SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS

[Procuring Entity to complete Columns a-d and Tenderer to complete Column Indicating YES or No and if NO indicate the specification of the offered item]

TECHNICAL REQUIREMENTS DESCRIPTION FOR 15MM CONSUMER METERS	
Required Certificates	- ISO 9001-2008/15 Certified
	- Type approval certificate (either according to EN ISO 4064:
	- Manufacturer's authorization
	- KEBS certificate
Type of Water Meter	MultiJet Polymer Type (Mechanical or with AMR enabled "Smart") will be preferred in all cases.(AMR:Automatic Meter reading)
Installation position	The water Meter must have clear indication of installation positionand its performance implication. Preferably, the Meter shall be capable of installation in Horizontal, Vertical and Inclined positions without compromise in its performance. Where performance of a specific Meter deteriorates with installation in a given position, such position must be avoided as much as is practically possible.
Class of Water Meter	Class D or R200; (where R=Q3/Q1)
Sizing of Water Meter	The water Meter shall be sized to match the customers expected monthly consumption. Both the inlet and outlet shall be the same size and on the same axis. The corresponding fixed set of dimensions to BS 5728/1, ISO 4064 – 1: 2014
	Meter Nominal Diameter(mm): 15
	Recommended range of Monthly consumption (M3): 0-100
Material requirements	The material should be resistant to normal exposures,
	The meter body shall be UV stabilized co-polymer, NOT plastic. The meter body material to be specified in the brochure.
	The water meter shall be threaded. The meters shall be supplied complete with a set of connectors that are made of copper alloy or equivalent material resistant to corrosion, rust and damage due to shock or vibration.
	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.
Additional technical requirements	**Warranty**: The minimum warranty period shall be two years.
	The water meter manufacturer must guarantee that the meter will perform at its optimum accuracy throughout its lifespan with only the removal of silt.
	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.
	Manuals: Maintenance, installation manuals and data sheets (In English) shall be provided.
	Calibration: All meters shall be delivered calibrated
Metrological requirements	Qs = Starting Flow rate

	DN mm 15 L mm 110 Q3 m³/h 2.5 Q3/Q1 R 200 Qs l/h <6 Q1 l/h 12.5 Q2 l/h 20 Q4 m³/h 3.125
Accuracy class and maximum permissible error (MPE)	The water meter shall be designated as accuracy **Class 2**. The Maximum Permissible Error (MPE) for the upper flow rate zone ($Q2 \leq Q \leq Q4$) shall be ±2 %, (for temperatures from 0.1 °C to 30 °C and ±3 % for temperatures greater than 30 °C). The MPE for the lower flow rate zone ($Q1 \leq Q < Q2$) shall be ±5 % regardless of the temperature range.
Maximum working Temperature	50 Degrees Celsius (T50)
Maximum Allowable Pressure (MAP)	16 BAR (PN 16)
Strainer and reverse flow Restrictor or Non-return valve	The water Meter MUST have in-built sieves/strainers and non-return valves/mechanism to reduce the risk of water meter reversal fraud.
Tamper protection Seals	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. This can be done by sealing with a corrosive resistant wire or specially made plastic ribbon 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.
Connection parts	Threaded Meters shall be supplied complete with a set of connectors that are made of copper alloy, special polymer, or equivalent material resistant to corrosion, rust and damage due to shock or vibration. 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.
Calibration	The Meter shall be delivered calibrated.
Markings and inscriptions	In addition to the inscription requirement in ISO 4064 (Marks and Inscriptions), the water Meter shall have the following markings clearly and indelibly marked on its body:
	(a) Nominal diameter;
	(b) Maximum allowable temperature (T50);
	(c) Maximum Admissible Pressure (MAP 16 BAR);
	(d) Direction of flow shown by an arrow;
	(e) Name and/or Trademark of the manufacturer;
	(f) Numerical value of Nominal Flow (Q3);
	(g) Letter V or H, if the Meter can only be operated in the vertical or horizontal position;
	(h) Meter serial Number;
	(i) Year of Manufacture.
Engraving	Shall be serialized & engraved **MWEWASCO** in addition to the meter's Serial No.

Meter Accuracy Testing	A water meter shall be designated as accuracy class 2. This requires the Maximum Permissible Error (MPE) to be *±2 %* (for temperatures from *0.1 °C* to *30 °C* and *±3 %* for temperatures greater than *30 °C*) for the upper flow rate zone (Q3 & Q4). The MPE for the lower flow rate zone (Q1 and QT) shall be ±5 %. During procurement, two Metersamples from each Tenderer shall be tested in an accredited facility. Any Meter that shall fail the accredited test shall be considered technically non responsive in the tendering process.
Testing	Before authorizing payments and upon delivery after the award of contract, the company will be sampling 5% of the meters at random. A batch will be considered as failed if one or more meters do not comply with the established technical specifications or have failed the tests.
	Under these circumstances, the specific batch of meters has to be rejected. A random batch of 5% in every batch of 100 meters will be selected by a representative of the MWEWASCO's technical department.
	The tests must be conducted by a Kenya National Accreditation Service (KENAS) Accredited Meter Testing Laboratory such as KEBS etc. The costs for testing shall be taken over by the supplier. Furthermore, the supplier has also to bear the costs for replacement if rejected.
After Sale service	The Meter shall have a warranty of at least 12 months from the date of supply.
	Availability of spare parts has to be proven. The supplier or the manufacturer should provide a complete list of available spare parts (in English), their specific costs (at the time of purchase) and delivery time. The supplier/manufacturer should guarantee the supplyof spare parts for at least two years after the expiry of warranty. The name, address, and contact details of the supplier/manufacturer should guarantee the supplyof spare parts for at least two years after the expiry of warranty. The name, address, and contact details of the ocal agent responsible for providing spare parts and maintenance shall be indicated.
	Operation and Maintenance manuals (in English) shall be provided.

TABLE B. SCHEDULE OF REQUIREMENTS TABLE

(Procuring Entity will complete the list of items to be same as those on Table A. Schedule of Requirements and Technical Specifications and tenderer should complete columns c-e)

Item	Description of Goods/works/services (Procuring Entity to select one)	Quantity	Unit price	Total Price
1	B	C	D	E
2	Supply, delivery and installation of domestic water meters	2000		
3				
		TOTAL PRICE		

Signature:

And seal/Stamp

Name:

Position:

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

_____ _____

Date _____

PART 3: CONTRACT

CONTRACT AGREEMENT

(1) THIS CONTRACT AGREEMENT is made _____ *(specify date)*.

Between _____

[Insert complete name of Procuring Entity], and having its principal place of Business at

_____

_____

[Insert address of Procuring Entity] and

_____

[Insert name of Bidder, or contractor or service provider], and having its principal place of business at

_____

[Insert address of Bidder, contractor or service provider].

(2) WHEREAS the Procuring Entity invited quotations for the Supply of Goods/works/services (*select one*) described in Table B, i.e.

_____*[insert brief description of Goods, works and Services]* and has accepted a Quotation by the Tenderer in the sum of

_____*[insert Contract Price in words and figures]* (hereinafter called "the Contract Price").

(3) NOW THIS AGREEMENT WITNESSED AS FOLLOWS:

1. This Contract Agreement includes the following documents:

(a) Table A. SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS

(b) Table B. QUOTATIONSUBMISSION TABLE

(c) FORM OF QUOTATION

(d) Conditions of Contract

2. In consideration of the payments to be made by the Procuring Entity to the *Bidder/contractor/service provider* as hereinafter mentioned, the *Bidder/contractor/service provider* hereby covenants with the Procuring Entity to provide the Goods/works/services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

3. The Procuring Entity hereby covenants to pay the Bidder/Contractor/service provider *(select one)* in consideration of the provision of the Goods/works/services *(select one)* and the remedying of

defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

(4) In WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Kenya.

For and on behalf of the Procuring Entity

Signed: *[insert signature]*

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

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

For and on behalf of the Bidder/Contractor/Service Provider (*select one*)

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

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

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

CONDITIONS OF CONTRACT

1. Language

The Contract as well as all correspondence and documents relating to the Contract exchanged by the Bidder/Contractor/Service Provider (*select one*) Provider and the Procuring Entity, shall be written in the English Language.

2. Notices

Any notice given by one party to the other pursuant to the Contract shall be in writing.

3. Governing Law

The Contract shall be governed by and interpreted in accordance with the Laws of Kenya, unless otherwise specified hereunder.

4. Settlement of Disputes

The Procuring Entity and the Bidder/Contractor/Service (*select one*) shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If the parties have failed to resolve their dispute or difference by such mutual consultation, either the Procuring Entity or the Bidder/Contractor/Service (*select one*) may give notice to the other party of its intention to commence arbitration. The dispute shall be referred to adjudication or arbitration in accordance with the laws of Kenya.

5. Bidder/Contractor/Service Provider Responsibilities

The Contractor shall supply all the Goods included in the Schedule of Requirements.

6. Contract Price

Prices charged by the Contractor under the Contract shall not vary from the prices quoted by the Contractor in its quotation.

7. Terms of Payment

The Contract Price shall be paid One hundred (100) percent of the Contract Price as follows for Goods, price of goods received upon submission of a claim/invoice supported by the acceptance certificate issued by the Procuring Entity.

8. Inspections and Tests

The Bidder shall at its own expense and at no cost to the Procuring Entity carry out all such tests and/or inspections of the Goods, works or Services to confirm their conformity to technical specifications.

9. Warranty

The Bidder warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the contract.