

Item	Details
Reference No.	CWS/KE/NBO/021/FY26
Project Name:	Clean and Safe Water Access Solution Project
Target Location:	Garsen Sub-Location, Bilisa Location, Garsen Central Ward, Tana Delta Sub-County, Tana River County, Kenya
Tender Title	Provision of Borehole Equipping and Water Distribution Pipeline Connection Services for Idsowe Borehole to Garsen Cluster Tana River
Procurement Type	Request For Proposal (RFP)
Submission Platform	Coupa Procurement System
Clarifications Contact	procurement@cwsafrica.org
Closing Date & Time	17th Aug 2026
Validity Period	90–120 days
Questions and Answers (Q&A)	If any, Submit Questions in writing to: Procurement@cwsafrica.org Last Day for Questions: 13th August 2026; 12 Noon Questions will be answered by 14th August 2026; 05:00 PM All questions received will be consolidated and responses will be shared with all vendors
Activity Duration:	6 weeks from the date of signing the contract
Award Date (Tentative)	TBD

1. Introduction

Church World Service (CWS) is a faith-based organization that transforms communities around the globe through just and sustainable responses to hunger, poverty, displacement, and disaster. Through international development, disaster relief, and its domestic immigration and refugee program, we support action and communities grappling with climate change, emergencies, food insecurity, water scarcity, and issues facing women and children. CWS Kenya works with communities to address poverty, drought, famine, and discrimination.

CWS is implementing the **Clean and Safe Water Access Solution Project** in Garsen Sub-Location, Bilisa Location, Garsen Central Ward, Tana Delta Sub-County, Tana River County, Kenya. The project aims to improve sustainable access to clean and safe water for approximately 500 households living in the IDP camps within the Garsen Cluster by September 2026.

As part of this project, CWS has recently developed a 26-metre-deep borehole at Idsowe with a tested yield of 5 m³/hour. The assignment is to equip the borehole through the supply, installation, testing, and commissioning of a suitably sized submersible pump compatible with the existing solar power system at the site. The contractor will also support water transmission to the Garsen Cluster through the existing distribution network via Minjila, including the supply and installation of approximately 2.5 km of HDPE pipeline to bridge missing sections of the 11km pipeline. The works will include connecting the system to two existing water points at the Garsen Cluster: a water kiosk and an elevated water storage tank.

This Terms of Reference sets out the objectives, scope of work, deliverables, standards, roles, responsibilities, submission requirements, and evaluation criteria for the borehole equipping and water distribution works. The scope is informed by the Borehole Completion Records and Borehole Test Pumping Report dated 14 May 2026.

The contractor shall not commence equipping, abstraction, connection, or commissioning activities until CWS has verified that all applicable Water Resources Authority approvals, authorisations, abstraction permits, borehole completion records, environmental approvals, land or wayleave permissions, and county-level consents are valid, current, and consistent with the intended use, abstraction rate, and distribution arrangement. The contractor shall provide copies of all required permits, licences, method statements, and compliance certificates before mobilization

and shall immediately notify CWS of any permit limitation, expired approval, non-conforming abstraction condition, or regulatory instruction affecting the works.

2. Objectives

- A. To equip the completed borehole with appropriate pumping and controlsystems.
- B. To connect the borehole to the existing water transmission and distribution network, including installation of new pipeline sections where gapsexist.
- C. To deliver a safe, functional, and structurally sound water supply system for the Garsen Cluster, while minimizing environmental and social disruption and complying with the Environmental and Social Management Plan (ESMP) and Health and Safety Management Plan (HSMP).

3. Scope of Work

The contractor shall carry out the following tasks:

3.1. Mobilization and Site Preparation

- a. Mobilize equipment and personnel to the identifiedsite.
- b. Prepare the site ensuring minimal disruption to the local environment andcommunity.
- c. Verify existing infrastructure and pipelineinventory.

3.2. Equip Borehole

- a. Supply and install submersible pump, rising main, cables, control panels and protection systems.
- b. Install bulk meter and associated fittings.
- c. Test and commission pump installation.
- d. Submit pump selection calculations before procurement, including duty point, total dynamic head, drawdown allowance, tested yield limitation, safe abstraction rate, solar power compatibility, cable sizing, protection devices, non-return valve, pressure gauge, flow meter, dry-run protection, surge protection, earthing, and manufacturer performance curves. The installed pump shall not exceed the sustainable yield confirmed by the test pumping report and WRA permit conditions.
- e. Provide manufacturer certificates, warranty documents, country-of-origin details, serial numbers, shop drawings, and test certificates for the pump, motor, controller, cables, pipes, valves, meters, and fittings. CWS reserves the right to reject unbranded, uncertified, second-hand, substituted, or materially different equipment from that proposed and evaluated.

3.3. Water Distribution Pipeline Connection

- a. Construct and connect approximately 2.5 km of HDPE water distribution pipeline to bridge identified missingsections.
- b. Connect the new pipeline sections to existing approved water linesections.
- c. Install valves, air-release valves, washouts, chambers, and all necessaryfittings.
- d. Before pipe procurement and trenching, the contractor shall submit the final pipeline route, chainage schedule, pipe diameter and pressure class, fittings schedule, valve chamber details, thrust restraint details, road/stream crossing method, burial depth, bedding material, marker tape, warning posts, GPS coordinates, and wayleave or land-access confirmations for CWS approval.
- e. All HDPE pipes and fittings shall be new, potable-water grade, UV-protected where exposed, suitable for the operating pressure and surge conditions, and joined using approved butt-fusion or electrofusion procedures by competent technicians. Random site inspection and rejection of non-conforming pipes, fittings, welds, trench bedding, backfill, or chamber works shall be permitted at any time.

3.4. Distribution System Installation

- a. Extend and rehabilitate water distribution lines asrequired.
- b. Connect the system to the existing water kiosk and elevated water storage tank at the Garsen Cluster.
- c. Instalment of valves and protectionstructures.

3.5. Testing and Commissioning

- a. Conduct pressure testing, leakage testing, disinfection, and commissioning of the

completed system.

- b. Train operators and the water management committee on basic operation, maintenance, and monitoring requirements.
- c. Commissioning shall include pressure testing by section, leakage rectification, flushing, chlorination/disinfection, bacteriological and physico-chemical water-quality testing by an accredited laboratory, pump performance testing against the approved duty point, meter calibration verification, and a minimum continuous trial operation period approved by CWS before handover.

4. Key Deliverables

- A. Mobilization and Site Setup Report
- B. Detailed Work Plan
- C. Equipment Installation Report
- D. Pipeline Construction Report
- E. Pressure Test Results
- F. Commissioning Report
- G. Operations and Maintenance Manual
- H. Environmental and Social Compliance Report confirming adherence to the ESMP and HSMP
- I. Final Completion Report, including as-built information, test results, commissioning records, and handover documentation
- J. Regulatory compliance file containing WRA authorisation or permit evidence, NEMA or environmental approval evidence where applicable, water-quality laboratory results, pipe and pump certificates, warranties, operator training attendance records, defects list, and signed handover certificate.

5. Applicable Regulations and Standards

- A. Environmental Management and Coordination Act (EMCA), 1999 (amended 2013)
- B. Environmental (Impact Assessment and Audit) Regulations, 2003 and Amendment 2019
- C. Water Act 2016 and applicable Water Resource Authority guidelines
- D. Occupational Health and Safety Act, 2007
- E. Good International Industry Practice (GIIP) for borehole equipping, water infrastructure works, and commissioning
- F. Water Resources Authority Permit
- G. Water Resources Regulations, applicable WRA permit conditions, county water and public health requirements, Kenya Bureau of Standards requirements for potable-water materials, National Construction Authority requirements, and all applicable labour, tax, anti-corruption, and environmental laws.

6. Environmental, Social, Health and Safety Requirements

The contractor shall:

- a. Implement all relevant mitigation measures from the ESMP.
- b. Prepare and implement a site-specific Environmental, Social, Health and Safety method statement covering trench safety, traffic and pedestrian control, working near communities, emergency response, waste disposal, spill prevention, sanitation for workers, child safeguarding, gender-based violence and harassment prevention, incident reporting, and community grievance management.
- c. Ensure compliance with the Health and Safety Management Plan (HSMP).
- d. Minimize noise, dust and waste generation, and reinstate disturbed areas.
- e. Respect and protect local community resources, maintain open communication with stakeholders, and promptly report any incidents or grievances to CWS.

7. Roles and Responsibilities

CWS Project design, oversight and stakeholder engagement

Contractor Execution of borehole equipping and pipeline distribution works, including environmental compliance

Supervising Engineer: Technical quality assurance and guidance

Environmental Officer: Ensure ESMP and HSMP implementation

Community Water Committee: Coordination with community stakeholders

NEMA and NCA: Regulatory oversight and compliance monitoring

8. Timeline

The borehole equipping, pipeline connection, testing, commissioning, and handover activities are expected to be completed within six weeks from the date of contract signing, subject to site access, weather conditions, and approval of the contractor's work plan.

9. Minimum Contractor Qualifications

Interested contractors must meet the following minimum requirements:

- a. At least three similar projects have been completed in the past 3 years.
- b. Proven ability to work in arid or rural environments.
- c. Availability of necessary machinery, technical personnel and site team.
- d. Valid compliance documents, including PIN, Tax Compliance Certificate and Certificate of Incorporation.
- e. Knowledge of EMCA 1999 and its environmental safeguard requirements.
- f. Provide signed declarations of beneficial ownership, conflict of interest, non-collusion, anti-bribery compliance, litigation history, tax standing, and absence of debarment or termination for default. Any false declaration, undisclosed related-party interest, collusive pricing, forged document, or attempted influence shall be grounds for disqualification, termination, forfeiture of securities, and referral to the relevant authorities.
- g. Compliance with the Occupational Safety and Health Act, 2007.
- h. Key technical personnel must hold valid professional registration, including relevant National Construction Authority (NCA) registration and a Water, Civil, Building, or Construction Engineer registered with the Engineers Board of Kenya, where applicable.

10. Submission Instructions

Interested and qualified contractors should submit the following:

- I. Detailed technical proposal, including methodology, staffing plan, equipment list, and work plan
- II. Financial proposal inclusive of all applicable taxes
- III. Relevant registration documents and licenses, including certificate of incorporation or registration and Tax Compliance Certificate
- IV. References and evidence of past project experience
- V. CVs and professional registrations of key technical personnel, together with equipment ownership or lease schedule

11. Budget and Payment Terms

The budget and payment terms shall be detailed in the contract and aligned with the approved procurement documentation, bill of quantities, agreed milestones, and satisfactory completion of deliverables.

Payments shall be milestone-based and subject to written certification by CWS or the supervising engineer. No advance payment shall be made unless supported by an acceptable advance-payment guarantee. The contract shall require a performance security, retention money, defects-liability period, warranty obligations, liquidated damages for delay, and the right for CWS to procure replacement works or recover costs where the contractor defaults, abandons the works, supplies non-conforming goods, or fails to remedy defects within the instructed period.

12. Reporting and Supervision

The contractor shall report to the CWS Program Director and the supervising Senior Project Specialist. Weekly progress reports shall be submitted throughout implementation, and a final completion report shall be submitted upon completion, commissioning, and demobilization.

The workflow shall include hold-point approvals for mobilization, material submittals, route confirmation, trench inspection before backfilling, pipe jointing, pressure testing, disinfection, water-quality acceptance, pump-performance testing, operator training, and final handover. The contractor shall maintain daily site records, delivery notes, inspection requests, photographic evidence, GPS-tagged as-built records, and signed test forms. CWS may withhold approval or payment for any activity completed without prior inspection where inspection was required.

13. Evaluation

Evaluation shall be conducted in three stages: preliminary eligibility review, technical evaluation, and financial evaluation. Only bidders that meet all mandatory preliminary requirements shall proceed to technical evaluation. The

technical evaluation shall carry a maximum of 70 marks, and the financial evaluation shall carry a maximum of 30 marks, for a total possible score of 100 marks. Bidders must score at least 50 out of 70 marks in the technical evaluation to proceed to financial evaluation.

14. Preliminary Eligibility Review – Mandatory Requirements

No.	Requirement	Provided
1	Certificate of Incorporation or Business Registration	Yes / No
2	Valid KRA Tax Compliance Certificate	Yes / No
3	Valid PIN Certificate	Yes / No
4	Valid NCA registration, Water Works Category 6 and above	Yes / No
5	Registration as a Water Resource Contractor by the Ministry of Water, Sanitation and Irrigation for borehole drilling and equipping	Yes / No
6	Duly completed BOQ and tender forms as provided in the tender documents	Yes / No

Only bidders that meet all mandatory preliminary requirements shall proceed to technical evaluation. Bidders must score at least 50 out of 70 marks to qualify for financial evaluation.

15. Technical Evaluation

No.	Criteria	Scoring Guidance	Maximum Marks
1	Relevant Experience	Demonstrated experience in similar borehole equipping and water distribution pipeline works. Evidence should include contracts, purchase orders, or completion certificates.	20
		3 or more similar projects: 20 marks	
		2 similar projects: 10 marks	
		1 similar project: 5 marks	
		No supporting evidence: 0 marks	
2	Technical Personnel Qualifications	Qualifications and experience of key technical personnel.	20
		Registered Civil or Water Engineer with at least	
		8 years' experience in waterworks: 10 marks	
		Project Engineer with valid EBK or NCA registration: 5 marks	
		Site Supervisor with Diploma in Civil, Mechanical, Building, or Construction Engineering and at least 5 years' experience: 3 marks	
		Site Supervisor with less than 5 years' experience: 2 marks	
3	Equipment and Machinery Availability	Availability of required equipment, including pump lifting tools, borehole camera, submersible pump installation tools, electrical testing and commissioning equipment, excavator/backhoe, electrofusion welding machine, pressure testing equipment, and gauges.	10
		Fully owned equipment with supporting logbooks or ownership evidence: 10 marks	
		Leased equipment with valid lease agreement: 5 marks	
		No ownership evidence or lease agreement: 0 marks	
4	Methodology and Work Plan	Quality of methodology, understanding of the ToR, and practicality of the work plan within the six-week timeline.	10
		Detailed, comprehensive, and realistic methodology with clear timeline: 10 marks	
		Adequate methodology with timeline: 6 marks	
		Weak or generic methodology with limited detail: 4 marks	
		No methodology or work plan submitted: 0 marks	
5	Past Client References / Performance	Evidence of satisfactory past performance through reference letters and completion certificates.	10

		At least 3 reference letters with completion certificates: 10 marks	
		2 references: 5 marks	
		1 reference: 3 marks	
		No reference letter: 0 marks	
Total Technical Score			70

Technical Evaluation (Total 70 Marks – Minimum Score to Qualify: 50 Marks / 70 = 70%)

16. Financial Evaluation

The lowest evaluated financial bid shall receive 30 marks. Other financial bids shall be scored using the formula:

$$\text{lowest evaluated bid amount} \div \text{bidder's evaluated bid amount} \times 30.$$

17. Final Score Summary

Evaluation Component	Maximum Marks
Technical Evaluation	70%
Financial Evaluation	30%
Total Possible Score (Technical +Financial)	100%

The annexes listed below form part of this tender document.

Annex 1: Vendor Information Form

Annex 2: Church World Service Supplier Code of Conduct

Annex 3: Church World Service Terms and Conditions

Annex 4: Church World Service Non-Disclosure Agreement (NDA)

Annex 5: Church World Service Conflict of Interest

Annex 1: Vendor Information Form**Section 1 – Business Details**

1. Business Name _____
2. Physical Address _____
3. Mailing Address _____
4. Email Address _____
4. Telephone Number (s) _____
5. Primary Contact _____
6. Title/Designation _____
7. Secondary Contact _____
8. Title/Designation _____

Section 2 – Registration Details

Registered Name _____

9. Type of Registration _____

(Private company, close corporation, partnership, sole proprietorship, non-profit company, or other)

PIN Number _____

10. Company Officers _____

Section 3 – Goods / Services Provided

11. Is the business a manufacturer, trader/distributor, or service provider?

What is the main line of goods or services provided?

12. Do you wish to be considered as a vendor for any other goods or services? If so, please explain.

Section 4 – Payment Terms & Method

Church World Service prefers a minimum of 30 days' credit from the date of invoice and electronic payment.

13. Please state the credit period and preferred payment method if different from the above.

Section 5-Bank Details

17.	Account Name	
18.	Bank Name	
19.	Bank branch	
20.	Account Number	
21.	Currency	
22.	Branch Code	
23.	Swift Code	

*Please note that it is against Church World Service policies for staff to ask for favors of any kind from vendors.**It is also against our procurement policies for any vendor to pay in cash or in kind for any favors.*

Vendors are responsible for maintaining secure banking and communication controls. Church World Service shall not be liable for payments misdirected due to compromise of the vendor's systems or communications.

For this tender, vendors shall also confirm controls for protecting traveler and approved migrant personal information, including secure handling of passports, visas, manifests, payment information, special assistance needs, and other sensitive records, and shall identify the officer responsible for privacy and information security compliance.

Name of vendor's authorized official: _____

Signature: _____

Date completed: _____

Annex 2: Supplier Code of Conduct Acknowledgment

This form is to be completed by any supplier, contractor or service provider who wishes to supply goods or services to Church World Service. The officer completing the form should be a senior manager authorized to sign or act on behalf of the company.

Introduction

Church World Service policies do not allow the awarding of supply or service contracts to be based on or influenced by:

1. Personal or family relationships between the intended supplier/contractor and any Church World Service staff member.
2. Monetary or material incentive of any kind, e. g gifts, kickbacks, bribes, commission, etc.

In addition, Church World Service management should immediately be informed if any Church World Service staff member has approached any potential supplier, contractor or service provider offering to influence the award of a supply or service contract.

Please fill in all the applicable blanks in the form below.

We, _____, hereby confirm that:

Please tick the applicable box below.

None of our staff has any personal or family relationship with any staff member of Church World Service; or

We are aware of a relationship between one or more of our staff members and staff of Church World Service, which is fully explained as follows:

In addition to the confirmation above, we also confirm that we have not and will not attempt to influence any staff member of Church World Service regarding the awarding of any supply or service contract.

☐ Confirmed

Or

☐ Not confirmed

We commit to comply with the CWS Supplier Code of Conduct.

Supplier Code of Conduct, that:

We must be able to demonstrate compliance with the Church World Service Supplier Code of Conduct. This includes documented evidence and the right of Church World Service or a designated firm to conduct audits. Audits include facility inspections, review of supplier records business practices and conducting employee interviews.

- i. The highest standard of integrity is expected in all of our business dealings. All forms of corruption, extortion, bribery (including facilitation payments), and embezzlement are strictly prohibited and may result in immediate termination and legal action:
- ii. Suppliers will not offer or provide money or anything of value to any person if the circumstances indicate that it is probable that all or part of the money or other thing of value is being given to another individual or entity to influence official action or to obtain a business advantage.
- iii. Suppliers are expected to understand relevant Church World Service gift and hospitality policies before offering or providing Church World Service personnel with any gift and/or business entertainment. Gifts or entertainment should never be offered to Church World Service personnel or representatives under circumstances that create the appearance of impropriety.
- iv. Suppliers must comply with all applicable trade control laws and regulations in the import, export, re-export or transfer of goods and services (including software and technology). All invoices and any customs or similar documentation submitted to Church World Service or governmental authorities in connection with transactions involving Church World Service must accurately describe the goods and services provided and the price thereof.
- v. Suppliers shall not share or exchange any prices, costs or other competitive information, or undertaking of any collusive conduct with any other third party to Church World Service with respect to any proposed, pending or current Church World Service procurement.
- vi. Suppliers will use only subcontractors or other third parties who comply with all applicable laws and regulations, and who adhere to the same (minimum) standards set forth in this guide.
- vii. Church World Service may conduct annual compliance surveys to confirm compliance with this Supplier Code of Conduct. However, Church World Service expects that suppliers will actively audit



and monitor their day-to-day management processes with respect to the Church World Service Code of Conduct and provide evidence to Church World Service upon request.

- viii. Finally, we confirm that should any staff member of Church World Service offer us assistance in obtaining the award of any supply or service contract, we will immediately inform senior management of Church World Service.

Affix Company Stamp Below

Submitted by: Name:

Position:

Annex 3: Church World Service Terms and Conditions

1. **Defined Terms.** Each of the following terms has been used more repeatedly in this document: Authorized Representative, Contract Number, Delivery Date, Delivery Location, Delivery Terms, Donor Terms, Goods, Packing Requirements, Pricing, and Specifications. Other terms are defined as specified throughout this Agreement.
2. **Purchase and Sale of Goods.** Supplier will sell to Church World Service, and Church World Service will purchase and pay for, the Goods in accordance with the terms and conditions set forth in this Agreement.
3. **Specifications.** The Goods must strictly comply with or exceed the Specifications. No deviation, substitution or change is permitted without Church World Service' prior written consent.
4. **Purchase Order Amendments.** Church World Service may suspend Supplier's performance, increase or decrease the ordered quantities, or make changes for Church World Service' reasonable business needs by written notice to Supplier (each, a "Purchase Order Amendment"). Unless mutually agreed, a Purchase Order Amendment does not apply to change the Goods timely and fully delivered and accepted before the date of the Purchase Order Amendment. If any change causes an increase or decrease in the cost of, or the time required for, Supplier's performance, an equitable adjustment may be made in the price or delivery schedule or both, if such adjustment is set forth in a Purchase Order Amendment signed by the Authorized Representative.
5. **Inspection, Acceptance and Rejection.**
 - a. All Goods will be subject to Church World Service' inspection and testing, at any time and place, including the period of manufacture/production/creation and before final acceptance. If Church World Service inspects or tests at Supplier's premises, Supplier, without additional charge, will provide all reasonable facilities and assistance for the safety and convenience of Church World Service' inspectors. No inspection or testing done or not done before final inspection and acceptance will relieve Supplier from responsibility for defects or for other failure to meet the requirements of this Agreement. Notwithstanding any prior inspections or payments made, all Goods will be subject to final inspection and acceptance at the Delivery Location within a reasonable time after delivery (but in no event, less than five business days after the date of delivery).
 - b. Acceptance will occur only when the Authorized Representative delivers written, signed notice of acceptance to Supplier in the form of a goods received notice ("GRN") and such notice has been signed by Supplier's representative. The GRN must include: (1) the GRN number; (2) the Contract number; (3) a description of the Goods; (4) the quantity delivered; (5) final inspection date and location; (6) quantity accepted; and (7) quantity rejected or over-shipped.
 - c. If any delivery, documentation or the Goods delivered do not comply with all of the terms and conditions of this Agreement, Church World Service may do one or more of the following: (1) reject such nonconforming Goods, accept conforming Goods and reduce the purchase price by such amount as Church World Service determines in good faith reflects the value to Church World Service of the accepted Goods, (2) accept such nonconforming Goods and reduce the purchase price by such amount as Church World Service determines in good faith reflects the reduced value to Church World Service of such nonconforming Goods; (3) reject all Goods; and/or (4) terminate this Agreement without any further obligation on Church World Service' part.
 - d. If any Goods are finally accepted, Church World Service will only pay for the quantity accepted up to the quantity specified in this Agreement. Church World Service will in no event pay for quantity above the amount provided for in this Agreement or accepted. Church World Service or its agent will hold overshipments and non-conforming shipments at Supplier's risk and expense for a reasonable time awaiting Supplier's instructions. Supplier will bear the expense of return charges, storage charges and other expenses for over-shipped quantities and Goods not accepted.
6. **Packing.** All Goods will be prepared for shipping and delivery and will be shipped in accordance with the Packing Requirements. Price based on weight will include net weight only. Supplier will not charge Church World Service for packaging or pre-shipping costs, such as boxing, crating, handling damage, drayage, or storage. Supplier will mark all containers with necessary handling and shipping information, Contract Number, date of shipment, and names of the consignee and consignor. A packing list, and other documentation required for domestic or international transit, regulatory clearance or identification of the Goods will accompany each shipment.
7. **Transportation, Shipment and Delivery.** Shipment/transportation will be in accordance with the Delivery Terms, Delivery Date, and Delivery Location. Church World Service will not be charged for shipping, delivery, loading or unloading costs unless otherwise specified in the Delivery Terms.

8. Risk of Loss. Supplier will bear all risk of loss, damage, or destruction to the Goods, in whole or in part, occurring before final acceptance by Church World Service at the Delivery Location; provided, Church World Service is responsible for any loss caused by its gross negligence.
9. Taxes, Duties and Expenses.
 - a. All taxes, duties and other governmental charges with respect to the manufacture/production/creation of the Goods and the delivery of the Goods to Church World Service in accordance with this Agreement will be the liability of, and borne solely by, Supplier. If the law requires Church World Service to withhold taxes from payments to Supplier, Church World Service may withhold those taxes and pay them to the appropriate taxing authority. Church World Service will deliver to Supplier an official notice for such taxes. Church World Service will use reasonable efforts to minimize any taxes withheld to the extent allowed by law.
 - b. Supplier is responsible for all expenses incurred by it in performing under this Agreement.
10. Invoicing and Payment.
 - a. Church World Service will have no obligation to make any payment to Supplier with respect to the Goods until final acceptance in accordance with Section 4(b) and delivery of an invoice that fully complies with the requirements specified in this Agreement. Invoices may only be submitted after Supplier receives a GRN. Invoices must be submitted within 60 days of Supplier's acceptance of a GRN. Church World Service will have no obligation to pay an invoice submitted after 60 days or to pay an invoice amount that Church World Service disputes in a written notice to Supplier. Each invoice must contain or attach the following:
 - i. a copy of the signed GRN;
 - ii. supplier's name and address;
 - iii. description of the Goods delivered, delivery date, quantity, unit price and total price to be paid;
 - iv. all information necessary for Church World Service to implement payment (e.g., name of representative to address payment to, address, bank account information as applicable for the method of payment);
 - v. the Contract Number;
 - vi. packing slip number;
 - vii. taxes and duties (only if payable by Church World Service per the terms of this Agreement);
 - viii. delivery Location and Delivery Date; and (9) any other information reasonably required by Church World Service. Invoices will only be deemed received on the date they are delivered to the Authorized Representative and in full compliance with the requirements herein.
 - b. Church World Service will make payment within 30 days of receipt of Supplier's fully conforming invoice. Payment of an invoice will not constitute acceptance of Goods, and is subject to adjustment for errors, shortages, defects or other failure of Supplier to meet the requirements of this Agreement. Church World Service may set-off amounts owed to Church World Service against an amount Church World Service owes to Supplier or Supplier's affiliated companies, and Church World Service will provide notice to Supplier within a reasonable time after the setoff.
11. Representations, Warranties and Additional Covenants. Supplier represents and warrants to Church World Service and covenants with Church World Service as follows:
 - a. Supplier has full rights and authority to enter into and perform its obligations under this Agreement. Supplier's performance will not violate any agreement or obligation between Supplier and any third party.
 - b. The Goods and all documentation required will meet each of the standards and specifications set forth in this Agreement. The Goods are merchantable and fit for their intended purpose, comply with all applicable law and are free from all defects in material and workmanship.
 - c. Supplier will deliver good and marketable title to the Goods free and clear of all liens, claims, encumbrances and interests of any other person, entity or government. The Goods will not infringe on any patent, copyright, trademark, trade secret or other proprietary right of any third party.
 - d. Supplier will comply with all applicable law, regulations and rules in the performance of its obligations under this Agreement.
 - e. Supplier has not, and will not, engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (<http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>) or the United Nations Security designation list (http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml).
 - f. Supplier will comply with and train its employees in all applicable laws against bribery, corruption, inaccurate books and records, inadequate internal controls and money-laundering, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. Supplier has not and will not offer or give any

employee, agent, or representative of Church World Service anything of value to secure any business from Church World Service or influence such person to alter the terms, conditions, or performance of any contract with or purchase order from Church World Service, including but not limited to this Agreement.

- g. Supplier does not own, directly or indirectly, any other company that was competing for award of this Agreement. Supplier did not seek or obtain confidential information related to the award of this Agreement from any Church World Service employee, agent or representative. Supplier did not collude or conspire with any other individual or entity to limit competition for the award of this Agreement, to set prices being offered or in any other way to interfere with free and open competition.
- h. Supplier is not owned in whole or in part, directly or indirectly, by any immediate or extended family member of any Church World Service employee, agent or representative, or, if so owned, Supplier fully disclosed such relationship and any potential conflict of interest has been waived by Church World Service.
- i. Supplier shall be compliant with the CWS Child Safeguarding and Anti Human Trafficking policies.
- j. Supplier is not the subject of any governmental or donor investigation and has not been debarred or suspended by any government, governmental agency or donor.

12. Confidentiality. Supplier will maintain the confidentiality of:

- i. any information Church World Service provides to Supplier that Church World Service identifies as confidential;
- ii. the terms and conditions of this Agreement; and
- iii. non-public information regarding Church World Service' policies and practices.

Upon Church World Service' request, Supplier will return to Church World Service all confidential information provided by Church World Service to Supplier. This confidentiality obligation will survive final acceptance of the Goods, payment of the purchase price and termination of this Agreement.

13. Indemnification. Supplier will indemnify Church World Service and each of its officers, directors, employees, representatives and agents (each, an "Indemnatee"), and hold them harmless from, any and all losses, claims, damages, liabilities, any government or donor investigations, fines or penalties and related expenses (including incidental and consequential damages and reasonable attorneys' fees, whether incurred at the investigative, trial or appellate level or otherwise) incurred by any Indemnatee or asserted against any Indemnatee by any third party or by Supplier arising out of, in connection with, or as a result of this Agreement, any failure by Supplier to fully perform its obligations under this Agreement or any breach by Supplier of any of its representations and warranties under this Agreement, provided that such indemnity will not, as to any Indemnatee, be available to the extent that such losses, claims, damages, liabilities or related expenses resulted from the gross negligence or wilful misconduct of such Indemnatee. This indemnity obligation will survive final acceptance of the Goods, payment of the purchase price and termination of this Agreement.

14. Termination and Remedies. This Agreement may be terminated under the following circumstances:

- a. by both Parties on mutual written agreement of the Parties;
- b. by Church World Service immediately upon written notice in the event Church World Service' donor(s) terminates or withdraws funding that Church World Service would use to pay Contractor under this Agreement;
- c. by either Party due to the non-terminating Party's breach of this Agreement and failure to correct such breach within 15 days' prior notice of such breach;
- d. by either Party upon written notice if a force majeure event, including any not reasonably foreseeable war, insurrection, change in law or government action or inaction, strike, natural disaster or similar event, prevents the terminating Party from being able to fulfil its obligations under this Agreement; or
- e. by Church World Service immediately upon written notice if Church World Service using its sole discretion determines that Contractor has or will breach any of its warranties, covenants or representations in this Agreement, in which case Church World Service may withhold any and all amounts owed to Contractor until such breach is remedied. In the event termination is due to Church World Service' breach of this Agreement, by Church World Service for Church World Service convenience, due to force majeure event, or due to loss of funding, Church World Service shall be obligated to pay Contractor for its reasonable, pro-rated costs of work completed and expenses properly incurred prior to termination.
- f. If Church World Service determines that Supplier has or will breach any of its warranties, covenants or representations in this Agreement, Church World Service may, in addition to any other remedies for such breach available at law or in equity, (i) terminate this Agreement; (ii) reject any Goods delivered; (iii) return any Goods already accepted and obtain full repayment for any amount paid for such Goods; (iv) if Supplier breaches Section 10(j), withhold payment until such investigation, suspension or debarment is lifted; and (v)

if Supplier breaches any of Section 10(e), (f), (g), (h) or (i), not pay for any Goods that have been accepted but that have been consumed or otherwise cannot be returned to Supplier and report the breach to Church World Service donors and appropriate governmental authorities.

15. **Dispute Resolution.** Any unresolved dispute or claim will be settled by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. ("INTERNATIONAL DISPUTE RESOLUTION PROCEDURES") The number of arbitrators will be one. The place of arbitration will be Nairobi, Kenya. The language of arbitration will be English.
16. **Access to Books and Records.** Church World Service, its donors (including, if applicable, PRM and the Comptroller General of the United States) and any of their respective representatives will have access to any books, documents, papers and records of Supplier that are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.
17. **Additional Donor Terms and Conditions.** The Donor Terms (if any) are incorporated in this Agreement by reference and are fully binding on Supplier and Church World Service. In the event of a conflict between the Donor Terms and this Agreement or any other document between Supplier and Church World Service, the Donor Terms will prevail.
18. **Miscellaneous.**
 - a. This Agreement and the rights and obligations of the parties hereto will be governed by and construed in accordance with the laws of Kenya, without regard to conflict of laws provisions.
 - b. No right or obligation under this Agreement (including the right to receive monies due) will be assigned without the prior written consent of Church World Service. Any assignment without such consent will be void. Church World Service may assign its rights under this Agreement.
 - c. All notices provided for herein will be in writing and will be delivered by hand or overnight courier service, email or fax in accordance with each party's contact information. Notices will be deemed to have been given when received, provided that notices sent by email or fax will be deemed received when sent (except that, if not sent during normal business hours for the recipient, will be deemed received at the opening of business on the next business day for the recipient).
 - d. Time is of the essence of each and every obligation of Supplier under this Agreement.
 - e. If any provision of this Agreement is prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any remaining provisions of this Agreement.
 - f. Except as otherwise provided above, this Agreement may be amended or modified only by a written document signed by both parties. This Agreement constitutes the entire contract between the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof.

Signed:

(Being duly authorized official to sign on behalf of the Bidder)

Name: _____

Designation: _____

Organization: _____

Date: _____

Annex 4: Non-Disclosure Agreement (NDA)

Our Ref: Requisition Number 6049

Date: _____

Procurement Unit, CWS Africa

Dear Sir,

RE: **CONFIDENTIALITY & NON-DISCLOSURE UNDERTAKING.**

We refer to the above matter and to the tender for air travel ticketing and associated services, reference number Requisition Number 6049.

We acknowledge that during the course of provision of services, we shall have access to and be entrusted with confidential information. In this letter, Confidential Information shall mean all information or material that has or could have commercial value or other utility in the business or prospective business of Church World Service. Confidential Information also includes all information of which unauthorized disclosure could be detrimental to the interests of Church World Service, whether or not such information is identified as Confidential Information by Church World Service.

In consideration of you making Confidential Information available to us, we hereby irrevocably and unconditionally undertake to you:

1. That we shall hold in confidence any and all Confidential Information disclosed and further agree not to disclose Confidential Information to third parties or to otherwise use Confidential Information, except with the express written consent from yourselves or as permitted under paragraph 3 below.

That we shall use the Confidential Information solely for the provision of air travel ticketing and associated services and not for any other purpose.

2. That this undertaking shall not prohibit disclosure of Confidential Information;
 1. To our Staff/Partners/Directors/Agents who need to know such Confidential Information to assist with the Implementation. To this end, we shall endeavor to ensure that such Staff/Partners/Directors/Agents have been specifically informed of the confidentiality of the Confidential Information and have agreed to be bound by the terms of this undertaking or have entered into an agreement of similar scope and obligations with ourselves to protect our proprietary and/or the confidential information.
 2. To the extent that such disclosure is required to be disclosed pursuant to law, court order or any requirement by any regulatory authority. In this regard, we shall promptly give notice to yourselves and provide you with sufficient time to assert any exclusions or privileges that may be available by law.
 3. That upon termination of the cooperation between the parties and/or at your request, we hereby agree and undertake to return to yourselves any written information and all materials which contain and/or constitute part of the Confidential Information, and not to keep any copy thereof.
 4. That this undertaking shall not apply to Confidential Information which:
 1. Is in the public domain as of the effective date of this undertaking or legitimately comes into the public domain through no fault of ours.
 2. Is demonstrated to have been known to us prior to the date of this undertaking and was not acquired, directly or indirectly, from yourselves or from a third party under a continuing obligation of confidentiality.
 3. Is demonstrated to have been rightfully received by us after disclosure under this undertaking from a third party who did not require the same to hold it in confidence or limit its use, and who did not acquire it, directly or indirectly, from yourselves under a continuing obligation of confidentiality.
 4. Is demonstrated to have been independently developed by our personnel who have no substantive knowledge of any information provided by yourselves.
 5. That we acknowledge that the Confidential Information will not form a basis of any contract between ourselves and yourselves.
 6. That we warrant that we are acting as Principal in this matter, and not as agent or broker for any person, company or firm.
 7. That no failure or delay by you in exercising any right, power or privilege under this undertaking shall operate as a waiver thereof, nor shall single or partial exercise thereof or the exercise of any other right, power or privilege.
 8. That by issuing this undertaking, we shall be deemed not only to have accepted and confirmed the foregoing undertaking, terms and conditions as set forth hereinabove but also to have acknowledged and confirmed that we are solely liable and responsible for full compliance with the said undertaking, terms and conditions.

9. That this Undertaking shall be governed and construed in accordance with the laws of Kenya and any dispute arising from it shall be subject to the jurisdiction of the Kenyan courts.

Yours Faithfully,

Signed:

(Being duly authorized official to sign on behalf of the Bidder)

Name: _____

Designation: _____

Organization: _____

Date: _____

Annex 5: Church World Service Supplier Conflict of Interest Form

Section 1: Declaration of Conflict of Interest

I/We, the undersigned, declare that:

1. Conflict of Interest
 - a. Neither the company nor its employees, agents, or representatives have any personal or financial interest that could improperly influence, or be perceived to influence, the procurement process with Church World Service.
2. Relationships with CWS Staff
 - a. No employee, director, or representative of our company has a close family relationship (spouse, parent, child, sibling) or financial partnership with any CWS staff involved in procurement or contract administration.
3. Gifts and Benefits
 - a. We have not offered, and will not offer, any gifts, favors, or benefits to CWS staff that could be construed as an attempt to influence procurement decisions.
4. Disclosure Obligation
 - a. If any situation arises that may constitute a conflict of interest during the course of our engagement, we will immediately disclose it in writing to CWS.

Section 2: Supplier Confirmation

I/We certify that the information provided above is true and complete to the best of our knowledge.

Authorized Representative Name: _____

Title/Position: _____

Signature: _____

Date: _____

Company Name: _____

