



1. Invitation to Tender

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| Bid Name: SUPPLY AND DELIVERY OF ONE (1) DOUBLE CABIN PICKUP | Bid No: HFHK/BMZ/MAC/002/2025 |
| Location: NAIROBI, KENYA | Correspondence Language(s): ENGLISH |
| Brief Summary Description about Habitat for Humanity Kenya: | |

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| Deadline for Offer Submission: 24th December 2025 0800 Hours | Submit Offers to: Duly completed and sealed tender documents in plain envelope with the TENDER REF NO. and TENDER DESCRIPTION title clearly indicated on the envelope should be deposited in the tender box placed at the Habitat for Humanity Kenya on or before 24th December 2025 at 8:00 AM addressed to. The National Director Habitat for Humanity Kenya CVS Plaza, 3rd Floor, Lenana Road Nairobi, Kenya Tender Box Location: CVS Plaza, 3rd Floor Reception Telephone: 0101 454 380 |
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Habitat for Humanity Kenya reserves the right to accept or reject any late offers

| Questions and Answers (Q&A) | |
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| If any, Submit Questions in writing to: procurement@hfhkenya.com | |
| Last Day for Questions: 16 th December 2025, 1700, hours | Questions will be answered by: 18 th December 2025, 1700, hours |
| Questions will be answered through: Clarification - BMZ Machakos Vehicle Purchase | |

| Documentation Checklist | | |
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| These documents are contained within this tender package: | ✓ | Invitation to Tender |
| | ✓ | General Conditions for Tender |
| | ✓ | Criteria and Submittals |
| | ✓ | Price Offer Sheet |
| | ✓ | Supplier Information Form |
| | ✓ | Scope of Work/Technical Specifications/BoQ |
| | ✓ | Sample Contract |

2. General Conditions for Tender

Habitat for Humanity Kenya invites offers for the goods, services and/or works described and summarized in these documents, and in accordance with procedures, conditions and contract terms presented herein. Habitat for Humanity Kenya reserves the right to vary the quantity of work/materials specified in the Tender Package without any changes in unit price or other terms and conditions and to accept or reject any, all, or part of submitted offers.

2.1 Habitat for Humanity Kenya (HFHK) - Anti-Bribery and Anti-Corruption Statement

HFHK strictly prohibits:

- Any form of bribe or kickback in relation to its activities
This prohibition includes any *request* from any HFHK employee, consultant or agent for anything of value from any company or individual in exchange for the employee, consultant or agents taking or not taking any action related to the award of a contract or the contract once awarded. It also applies to any *offer* from any company or individual to provide anything of value to any HFHK employee, consultant or agent in exchange for that person taking or not taking any action related to the award of the contract or the contract.
- Conflicts of interests in the awarding or management of contracts
If a company is owned by, whether directly or indirectly, in whole or in part, any HFHK employee or any person who is related to a HFHK employee, the company must ensure that it and the employee disclose the relationship as part of or prior to submitting the offer.
- The sharing or obtaining of confidential information
HFHK prohibits its employees from sharing, and any offerors from obtaining, confidential information related to this solicitation, including information regarding HFHK' price estimates, competing offerors or competing offers, etc. Any information provided to one offeror must be provided to all other offerors.
- Collusion between/among offerors
HFHK requires fair and open competition for this solicitation. No two (or more) companies submitting bids can be owned or controlled by the same individual(s). Companies submitting offers cannot share prices or other offer information or take any other action intended to pre-determine which company will win the solicitation and what price will be paid.

Violations of these prohibitions, along with all evidence of such violations, should be reported to:

info@hfhkenya.org

HFHK will investigate allegations fully and will take appropriate action. Any company, or individual that participates in any of the above prohibited conduct, will have its actions reported to the appropriate authorities, will be investigated fully, will have its offer rejected and/or contract terminated, and will not be eligible for future contracts with HFHK. Employees participating in such conduct will have his/her employment terminated.

Violations will also be reported to HFHK donors, who may also choose to investigate and debar or suspend companies and

their owners from receiving any contract that is funded in part by the donor, whether the contract is with HFHK or any other entity.

2.2 Tender Basis:

- All offers shall be made in accordance with these instructions, and all documents requested should be furnished, including any required (but not limited to) supplier-specific information, technical specifications, drawings, bill of quantities, and/or delivery schedule. If any requested document is not furnished, a reason should be given for its omission in an exception sheet.
- No respondent should add, omit or change any item, term or condition herein.
- If suppliers have any additional requests and conditions, these shall be stipulated in an exception sheet.
- Each offeror may make one response only.
- Each offer shall be valid for the period of **[90 days]** from its date of submission.
- All offers should indicate whether they include taxes, compulsory payments, levies and/or duties, including VAT, if applicable.
- Suppliers should ensure that financial offers are devoid of calculation errors. If errors are identified during the evaluation process, the unit price will prevail. If there is ambiguity on the unit price, the Selection Committee may decide to disqualify the offer.
- Any requests for clarifications regarding the project that are not addressed in written documents must be presented to HFHK in writing. The answer to any question raised in writing by any offeror will be issued to that offeror. In some cases, HFHK may choose to issue clarifications to all offerors. It is a condition of this tender that no clarification shall be deemed to supersede, contradict, add to or detract from the conditions hereof, unless made in writing as an Addendum to Tender and signed by HFHK or its designated representative.
- This Tender does not obligate HFHK to execute a contract nor does it commit HFHK to pay any costs incurred in the preparation and submission of bids. Furthermore, HFHK reserves the right to reject any and all offers, if such action is considered to be in the best interest of HFHK.

2.3 Supplier Eligibility

Suppliers may apply, and will be rejected as ineligible, if they:

- Are not registered companies
- Are bankrupt or in the process of going bankrupt
- Have been convicted of illegal/corrupt activities, and/or unprofessional conduct

- Have been guilty of grave professional misconduct
- Have not fulfilled obligations related to payment of taxes
- Are guilty of serious misinterpretation in supplying information
- Are in violation of the policies outlined in HFHK Conflict of interest or Safeguarding policies

Additional eligibility criteria, if applicable, are stated in section 3.2 of this tender package.

2.4 Response Documents

Offerors must submit an offer in their own format and ensure it contains all the required documents and information specified in this tender. Where an itemized Price Offer Sheet is included in the tender package, the offeror must complete and submit it with the rest of their offer.

2.5 Acceptance of Successful Response

Documentation submitted by offerors will be verified by HFHK. The winning offeror will be required to sign a contract for the stated, agreed upon amount.

2.6 Certification Regarding Terrorism

It is HFHK's policy to comply with humanitarian principles and the laws applicable donors concerning transactions with or support to individuals or entities that have engaged in fraud, waste, abuse, human trafficking, corruption, or terrorist activity. These laws and regulations prohibit HFHK from transacting with or providing support to any individuals or entities that are the subject of government sanctions, donor rules, or laws prohibiting transactions or support to such parties.

3. Criteria & Submittals

3.1 Contract Terms

HFHK intends to issue a **Fixed Price** contract/Purchase order to one company. The successful offeror shall be required to adhere to the statement of work and terms and conditions of the resulting contract. The anticipated contract is incorporated in [Section 6](#) herein. By submitting an offer, offerors certify that they understand and agree to all the terms and clauses contained in [Section 6](#).

3.2 Specific Eligibility Criteria

Eligibility criteria must be met and the corresponding supporting documents listed below under "Tender Submittals" **must** be submitted with offers. Offerors who do not submit these documents may be **disqualified** from any further technical or financial evaluation.

Eligibility Criteria:

- The offeror must be legally registered
- The offeror must be in good standing with its governing tax authority

3.3 Tender Submittals

Documents and required information listed in tender submittals are necessary to support the eligibility criteria and to conduct technical evaluations of received offers (and due diligence). While absence of these documents and/or information does not denote mandatory disqualification of suppliers, the lack of these items has the potential to severely and negatively impact the technical evaluation of an offer.

Documents supporting the Eligibility Criteria:

- Legal Business Registration
- Latest Tax Registration Certificate/Tax compliance certificate
- Manufacturer's Authorization/Proof of Dealership

Documents to conduct the Technical Evaluation and additional Due Diligence:

- Clear Photos of the proposed vehicle
- Cover letter to include all the requirements stated in 3.5.1/ indicating delivery timelines

Price Offer:

The Price offer is used to determine which offer represents the best value and serves as a basis of negotiation before award of a contract. As a Fixed-Price contract, the price of the contract to be awarded will be an all-inclusive fixed price basis, either in the form of a total fixed price or a per-unit/deliverable fixed price. No profit, fees, taxes, or additional costs can be added after contract signing. Offerors must show unit prices, quantities, and total price, as displayed in the Offer Sheet in Section 4. All items must be clearly labeled and included in the total offered price.

Offerors must include VAT and customs duties in their offer as applicable.

3.4 Currency

Offers should be submitted in: Kenya shillings -KES
Payments will be made in: Kenya shillings -KES

3.5 Tender Evaluation (LPTA Selection Method)

Based on the above submittals, HFHK Procurement Committee will conduct a tender evaluation process. HFHK reserves the right to accept or reject any or all bids, and to accept the offer(s) deemed to be in the best interest of HFHK. HFHK will not be responsible for or pay for any expenses or losses which may be incurred by any Offeror in the preparation of their tender.

Evaluations will be conducted as described in the following subsections:

3.5.1 Technical Evaluation

Lowest Price, Technically Acceptable (LPTA)

HFHK Procurement Committee will conduct a technical evaluation which will grade technical criteria on a pass/fail basis. Supplier's bids **must meet the minimum technical standard** established here in order to receive a passing mark. Any offerors who receive a failing mark on any criteria will be automatically disqualified from the tender process.

Only offerors who pass all criteria will move on to the next round of evaluation.

Pass/fail technical criteria are as follows:

| Technical Criteria (If the information is not indicated in the photos shared please include in the cover letter) | Pass or Fail? |
|---|---------------|
| <u>4WD Vehicle</u> , any of these; 5 doors (at least 5-seater) attach clear photos or any other documentation. | |
| <u>Year of manufacture</u> ; From 2025 | |
| <u>Current Vehicle Mileage</u> – Zero Mileage | |
| <u>Engine cc</u> ; From 2,400 cc | |
| <u>Engine Type</u> - 4-cylinder, diesel or e | |
| <u>Transmission</u> - 4 Speed Manual Transmission | |
| <u>Steering System</u> - Power Steering Right Hand Drive | |
| <u>Ownership</u> – New | |
| <u>Air Bag</u> – Minimum 2 | |
| <u>Delivery time</u> ; Indicate | |
| <u>Central Locking System</u> – Required | |
| <u>Air Condition</u> – Required | |
| | |

| | | |
|---|--|--|
| Central Locking – Required | | |
| New Generation Number Plate - Required | | |
| Radio FM – Required | | |
| Immobilizer – Required | | |
| Color – White | | |
| | | |

3.5.2 Financial Evaluation and Price/Cost Analysis

All suppliers who passed all technical criteria will move on to the financial evaluation where the financial offers within HFHK budget and lowest offer price will be awarded the contract subject to additional due diligence as stated in the conditions under section 3.5.3

3.5.3 Additional Due Diligence

Upon completion of both the technical and financial evaluations HFHK may choose to engage in additional due diligence processes with a particular offeror or offeror(s). The purpose of these processes is to ensure that HFHK engages with reputable, ethical, responsible Suppliers with solid financials and the ability to fulfill the contract. Additional due diligence may take the form of the following processes (though it is not limited to):

- Reference Checks
- Test drives and inspection by HFHK.
- Supplier's facility visits
- Analysis of audited financial statements
- Determination of relations and affiliations between offerors
- Other appropriate documented method giving HFHK increased confidence in the supplier's ability to perform

4. Offer Form

Offerors must submit their own independent offer including at least (but not limited to):

- All documents requested in the "Eligibility Criteria" section of this Tender Package
- All documents requested in the "Tender Submittals" section of this Tender Package
- All information listed in the "Documents Comprising the Bid" section below

All offers must be duly signed (including position and full name of the signer) and stamped, with the date of completion.

Documents Comprising the Bid

The following information must be included in the offer of any potential offeror:

- ☐ **Cover Letter** explaining interest to be a contracted vendor or supplier. The content of the cover letter shall include the following information:
 - ☐ A detailed specification of the vehicle you are offering. (attach clear images/photos)
 - ☐ Warranty and after sales support, if any
 - ☐ Current vehicle mileage
 - ☐ Year of manufacture
 - ☐ Delivery period
 - ☐ Engine capacity
- ☐ A Price Offer detailing the unit price only using the **Price Offer Sheet** template provided in section 7
- ☐ Completed and signed **HFHK Supplier Information Form** (template provided in section 7)
- ☐ Other important documents offeror feels need to be attached to support their bid

The original bid shall be signed by the offeror or a person or persons duly authorized to bind the offeror to the contract. Financial offer pages of the bid shall be initialed by the person or persons signing the bid and stamped with the company seal.

Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

5. Scope of Work/Technical Specifications

5.1 Technical Specifications vehicle

| Item | Quantity |
|-------------|----------|
| 4WD Vehicle | 1 |

| Specification Item | Minimum Specification |
|-------------------------|---------------------------------|
| Current vehicle mileage | Zero |
| Year of manufacture | Must be from 2025 |
| Engine capacity | At least 2,400 cc |
| Engine Type | 4-cylinder, diesel |
| Transmission | 6 Speed Manual Transmission |
| Steering system | Power Steering Right Hand Drive |
| Ownership | No more than one previous owner |
| Colour | White |
| Sitting Capacity | Minimum Five |
| Air bags | 2 Minimum |
| Central Locking | Required |
| Air Conditioner | Required |
| Radio | FM |
| Immobilizer | Required |

The following specifications are desirable: - Spare Tyre - Hard canopy - Emergency Triangle - 1kg fire extinguisher - CD Player - Tool kit.

6. Sample Contract

This is the anticipated contract. However, if required, additional terms and conditions may be added by HFHK in the final contract.

7. Attachments to the Tender Package

Annex 1 -Supplier Information Form template

Annex 2 -Price Offer Sheet template

PURCHASE CONTRACT
Contract No. HFHK/BMZ/MAC/002/2025

THIS PURCHASE CONTRACT (the “**Contract**”) entered as of xxxxxxxxxxxxxxxxx

by and between

- (1) **HABITAT FOR HUMANITY KENYA**, is a non-profit organization forming part of the global network of Habitat for Humanity International, whose address for the purpose hereof is CVS Plaza, 3rd Floor, North Wing Lenana Road, Nairobi, hereinafter called “**HFHK**” which expression shall where the context so admits include its successors and assigns) of the first part;

AND

- (2) xxxxxxxxxxxxxxxxx, a private company registered under the companies Act 2015 whose address for the purpose hereof is P.O Box xxxxxxx, xxxxxxx, Kenya (hereinafter called the “**Supplier**” which expression shall where the context so admits include its successors and assigns) of the second part.

In this Agreement HFHK and the Contractor are individually referred to as “**Party**” and collectively as “**Parties**”.
is as follows:

- 1. Defined Terms.** Each of the following terms has the meaning given to such term on Schedule I attached hereto: 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 Contract.
- 2. Purchase and Sale of Goods.** Supplier will sell to HFHK, and HFHK will purchase and pay for, the Goods in accordance with the terms and conditions set forth in this Contract.
- 3. Specifications.** The Goods must strictly comply with or exceed the Specifications listed in Schedule II. No deviation, substitution or change is permitted without HFHK’ prior written consent.
- 4. Contract Amendments.** HFHK may suspend Supplier's performance, increase or decrease the ordered quantities, or make changes for HFHK’s’ reasonable business needs by written notice to Supplier (each, a “**Contract Amendment**”). Unless mutually agreed, a contract Amendment does not apply to change the Goods timely and fully delivered and accepted before the date of the contract 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 contract Amendment signed by the Authorized Representative.
- 5. Non-Exclusivity.** This Contract is not intended to create an exclusive relationship between the parties.

6. Inspection, Acceptance and Rejection.

- a. All Goods will be subject to HFHK' inspection and testing (which may be done by a third party authorized by HFHK), at any time and place, including the period of manufacture/production/creation and before final acceptance. If HFHK inspects or tests at Supplier's premises, Supplier, without additional charge, will provide all reasonable facilities and assistance for the safety and convenience of HFHKs' 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 Contract. 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 three 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 and the packing slip 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 Contract, HFHK 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 HFHK determines in good faith reflects the value to HFHK of the accepted Goods, (2) accept such nonconforming Goods and reduce the purchase price by such amount as HFHKs determines in good faith reflects the reduced value to HFHK of such nonconforming Goods; (3) reject all Goods; and/or (4) terminate this Contract without any further obligation on HFHKs' part.
- d. If any Goods are finally accepted, HFHK will only pay for the quantity accepted up to the quantity specified in this Contract. HFHK will in no event pay for quantity above the amount provided for in this Contract or accepted. HFHK or its agent will hold over-shipments 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.

7. Packing. All Goods will be prepared for shipping and delivery and will be shipped in accordance with the Packing Requirements listed in Schedule I. Price based on weight will include net weight only. Supplier will not charge HFHK 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.

8. Transportation, Shipment and Delivery. Shipment/transportation will be in accordance with the Delivery Terms, Delivery Date, and Delivery Location in Schedule I. HFHK will not be charged for shipping, delivery, loading or unloading costs unless otherwise specified in the Delivery Terms.

9. 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 HFHK at the Delivery Location; provided, HFHK is responsible for any loss caused by its gross negligence.

10. 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 HFHK in accordance with this Contract will be the liability of, and borne solely by, Supplier. If the law requires HFHK to withhold taxes from payments to Supplier, HFHK may withhold those taxes and pay them to the appropriate taxing authority. HFHK will deliver to Supplier an official notice for such taxes. HFHK 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 Contract.

11. Invoicing and Payment.

- a. HFHK will have no obligation to make any payment to Supplier with respect to the Goods until final acceptance in accordance with Section 6(b) and delivery of an invoice that fully complies with the requirements specified in this Contract. Invoices may only be submitted after Supplier receives a GRN. Invoices must be submitted within 60 days of Supplier's acceptance of a GRN. HFHK will have no obligation to pay an invoice submitted after 60 days or to pay an invoice amount that HFHK disputes in a written notice to Supplier. 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. HFHK 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 Contract. HFHK may set-off amounts owed to HFHK against an amount HFHK owes to Supplier or Supplier's affiliated companies, and HFHK will provide notice to Supplier within a reasonable time after the setoff.

12. Representations, Warranties and Additional Covenants. Supplier represents and warrants to HFHK and covenants with HFHK as follows.

- a. Supplier has full rights and authority to enter into and perform its obligations under this Contract. 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 Contract. 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 Contract.
- 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.
- 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, Supplier has not and will not offer or give any employee, agent, or representative of HFHK anything of value to secure any business from HFHK or influence such person to alter the terms, conditions, or performance of any contract with or purchase order from HFHKs, including but not limited to this Contract.
- g. Supplier does not own, directly or indirectly, any other company that was competing for award of this Contract. Supplier did not seek or obtain confidential information related to the award of this Contract from any HFHK employee, agent or representative. Supplier did not collude or conspire with any other individual or entity to limit competition for the award of this Contract, 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 HFHK employee, agent or representative, or, if so owned, Supplier fully disclosed such relationship, and any potential conflict of interest has been waived by HFHKs.
- i. Supplier has not engaged in, and will not engage in, any of the following conduct: (A) trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime); (B) procuring a commercial sex act; or (C) using forced labor.
- j. Supplier is not the subject or any governmental or donor investigation and has not been debarred or suspended by any government, governmental agency or donor.
- k. **Independent Contractor.** The parties intend to be independent contractors. Supplier will be solely responsible for and have control over the means, methods, techniques, personnel and procedures for supplying goods. Neither party will be deemed an agent or partner of the other party.

13. Confidentiality. Supplier will maintain the confidentiality of: (i) any information HFHK provides to Supplier that HFHK identifies as confidential; (ii) the terms and conditions of this Contract; and (iii) nonpublic information regarding HFHKs' policies and practices. Upon HFHKs' request, Supplier will return to HFHK all confidential information provided by HFHK to Supplier. This confidentiality obligation will survive final acceptance of the Goods, payment of the purchase price and termination of this Contract.

14. Indemnification. Supplier will indemnify HFHK and each of its officers, directors, employees, representatives and agents (each, an "**Indemnitee**"), 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 Indemnitee or asserted against any Indemnitee by any third party or by Supplier arising out of, in connection with, or

as a result of this Contract, any failure by Supplier to fully perform its obligations under this Contract or any breach by Supplier of any of its representations and warranties under this Contract, provided that such indemnity will not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses resulted from the gross negligence or willful misconduct of such Indemnitee. This indemnity obligation will survive final acceptance of the Goods, payment of the purchase price and termination of this Contract.

15. Termination and Remedies. This Contract may be terminated under the following circumstances:

- a. by both Parties on mutual written agreement of the Parties;
- b. by HFHK immediately upon written notice in the event HFHKs' donor(s) terminates or withdraws funding that HFHK would use to pay the Supplier under this Contract;
- c. by either Party due to the non-terminating Party's breach of this Contract 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 fulfill its obligations under this Contract; or
- e. by HFHK immediately upon written notice if HFHK using its sole discretion determines that Supplier has or will breach any of its warranties, covenants or representations in this Contract, in which case HFHK may withhold any and all amounts owed to the Supplier until such breach is remedied.

In the event termination is due to HFHKs' breach of this Contract, by HFHK for HFHK convenience, due to force majeure event, or due to loss of funding, HFHK shall be obligated to pay the Supplier for its reasonable, pro-rated costs of work completed and expenses properly incurred prior to termination.

If HFHK determines that Supplier has or will breach any of its warranties, covenants or representations in this Contract, HFHK may, in addition to any other remedies for such breach available at law or in equity, (i) terminate this Contract; (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 12j), withhold payment until such investigation, suspension or debarment is lifted; and (v) if Supplier breaches any of Section 12(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 HFHK donors and appropriate governmental authorities.

16. Dispute Resolution. If any dispute as to the interpretation or application of the Contract other than a matter as to which the decision of HFHK shall be final and conclusive and except as may be otherwise provided in the Contract the parties shall at first instance attempt in good faith to negotiate a settlement. If negotiation fails the dispute shall be referred to Arbitration constituting of three arbitrators, one appointed by the HFHK, one by the Supplier and another agreed by both the arbitrators or in accordance with the provisions of the existing Arbitration Act of Kenya or any statutory modifications or amendments thereof. Any costs incurred as a result of enforcing the condition above

shall be borne by each party equally. Such costs shall be in full and final settlement of all disputes, however arising, whether current or in the future, between the HFHK and the Supplier

16. Additional Donor Terms and Conditions. The Donor Terms (if any) are incorporated in this Contract by reference and are fully binding on Supplier and HFHKs. In the event of a conflict between the Donor Terms and this Contract or any other document between Supplier and HFHKs, the Donor Terms will prevail.

17. Miscellaneous.

- a. This Contract 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 the conflict of law's provisions thereof.
- b. No right or obligation under this Contract (including the right to receive monies due) will be assigned without the prior written consent of HFHK. Any assignment without such consent will be void. HFHK may assign its rights under this Contract.
- 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 set forth on Schedule I. Notices will be deemed to have been given when received, if 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 Contract.
- e. If any provision of this Contract 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 Contract.
- f. Except as otherwise provided above, this Contract may be amended or modified only by a written document signed by both parties. This Contract constitutes the entire contract between the parties relating to the subject matter hereof and supersedes any and all previous Contracts and understandings, oral or written, relating to the subject matter hereof.

IN WITNESS WHEREOF, this Purchase Contract has been duly executed as of the date first written above.

HFHK

SUPPLIER

By:

By:

Name: _____

Name: _____

Title: _____

Title: _____

SCHEDULE I

Additional Terms

1. **Goods:** xxxxxxxxxxxxxxxxxxxxxxxx (the “**Goods**”). All Goods must precisely comply with the specifications attached hereto as Schedule II (the “**Specifications**”).

2. **Quantity:** One Unit

3. **Packing Requirements:** Registration of the vehicle (the “**Packing Requirements**”).

4. **Delivery Location:** HFHK Office at Brookside Close Westland’s, Nairobi (the “**Delivery Location**”).

5. **Delivery Date:** xxxxxxxxxxxx (the “**Delivery Date**”).

6. **Transportation and Unloading Terms:** N/A

7. **Pricing:**

a. **Unit Price(s): Kes.** xxxxxxxxxxx (the “**Unit Price(s)**” Kes).

b. **Total Price:** Kes. xxxxxxxxxxxxxxxx (the “**Price**”)

8. **Additional Payment Terms:**

- The supplier will immediately hand over to HFHK the Original Logbook and signed transfer documents after receiving full payment. Transfer of ownership to commence immediately upon full payment.

9. **Authorized Representatives and Contact Information:**

a. **HFHK:** Only the following HFHK employees are authorized to agree to any amendment of this Contract and any Change Order:

- The National Director

Only the following HFHK employees are authorized to accept or reject Goods or sign on any GRN.

- The National Director

Supplier: Supplier's authorized representative for all purposes is:

- xxxxxxxxxxxxxxxxxxxxxxxx__

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SCHEDULE II

Description of the Goods and Specifications

- Specifications for the Vehicle:** The vehicle must all strictly adhere to the following specifications:

Annexes to the Contract

- Request for Bid
- Bid Offer Sheet
- Supplier Information Form

| Price Offer Sheet | | | | |
|--------------------------------|----------|-----------------|------------|-------------|
| Item Description | Quantity | Unit of Measure | Unit Price | Total Price |
| | | | | |
| | | | | |
| | | | | |
| Total before tax: | | | | |
| VAT (if applicable) | | | | |
| Total: | | | | |
| | | | | |
| Company Name: | | | | |
| Name of Representative: | | | | |
| Title: | | | | |
| Signature: | | | | |
| Date: | | | | |
| | | | | |
| Tender #: | | | | |

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HABITAT FOR HUMANITY KENYA **Supplier Information Form**

The information provided will be used to evaluate the Company before contracting with the HFHK

Please complete all fields.

Supplier Information

| | |
|---|--|
| Company Name | |
| Any other names company is operating under (Acronyms, Abbreviations, Aliases) | |
| Previous names of the company | |
| Address | |
| Website | |
| Phone/Fax Numbers | Phone: _____ Fax: _____ |
| Primary Contact | Name: _____ Phone Number: _____ Email Address: _____ |
| # of Staff | |
| # of Locations | |
| Avg. Value of Stock on Hand | |

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| | |
|---|--|
| (KES) | |
| Government - owned (yes/no) | |
| Name(s) of Board of Directors | |
| Name(s) of Company Owner(s) | |
| Parent companies, if any | |
| Subsidiary or affiliate companies, if any | |

Financial Information

| | |
|--|--|
| Bank Name and Address | |
| Name under which company is registered at bank | |
| Payment Terms | Payment By: <u>Cheque</u> Yes No <u>Wire Transfer</u> Yes No |
| Specify Standard Payment Terms | |

Product/Service Information

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| | |
|---|--|
| List Range of Products/Services Offered | |
| Basis For Pricing (Catalog, List, etc.) | |

References

| | |
|--------------|--|
| Client Name: | <u>Contact Name, Phone, Email Address:</u> |
| Client Name: | <u>Contact Name, Phone, Email Address:</u> |
| Client Name: | <u>Contact Name, Phone, Email Address:</u> |

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Supplier Self-Certification of Eligibility

Company certifies that:

1. It, its affiliates and subsidiaries, owners, officers, directors and key employees (to the best of its knowledge) are not the subject of any government's sanctions, designations, donor rules or prohibitions, or laws prohibiting transactions with it/them. It is not the subject of any donor government investigation into its misconduct with any other recipient of that donors funding.
2. It, its affiliates and subsidiaries, owners, officers, directors and key employees have not and do not engage in any form of terrorism or attacks on civilians and do not provide any form of material support or financial resources for individuals or organizations that do engage in any form of terrorism or deliberate attacks on civilians.
3. It, its affiliates and subsidiaries, owners, officers, directors and key employees have not and do not engage in weapons or drugs manufacture, transport, sale or distribution.
4. It is not in default on any material credit agreement, bankrupt or being wound up, are having its affairs administered by the courts, have entered into arrangements with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
5. It has not been determined to be in breach of a material contract by any legal body anytime within the past 2 years.
6. It pays taxes as and when due and is not currently the subject of any investigation or proceeding related to back-owed taxes.
7. It provides workers compensation insurance to its workers in accordance with the laws of the countries where it operates.
8. It pays social security obligations as required in the countries where it operates.
9. It, its owners, officers and directors have not been convicted of an offense concerning its professional conduct and has not engaged in grave professional misconduct.
10. It, its affiliates and subsidiaries, owners, officers, directors and key employees have not been the subject of criminal investigation or judgement for fraud, corruption, human trafficking, spying, weapons transport or smuggling, sexual exploitation or abuse, involvement in a criminal organization or any other criminal activity.
11. It treats its employees with dignity and respect and maintains social operating standards, including working conditions and social rights: avoidance of child labor, bondage, forced labor, human trafficking or exploitation; assurance of safe and reasonable working conditions; freedom of association; freedom from exploitation, abuse, and discrimination; protection of basic social rights of its employees and HFHK beneficiaries.
12. To the best of its knowledge, no HFHK employee, officer, consultant or other party related to HFHK has a

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financial interest in the Company's business activities, nor is any HFHK employee related to any owner, officer, director or employee of the company, and, if so, it will ensure that the relationship is disclosed to HFHK and will not use for improper influence. Discovery of an undisclosed Conflict of Interest will result in immediate revocation of the Company's Authorized Supplier status and disqualification of Company from participation in future HFHK procurement.

13. It understands that attempting to or agreeing to provide anything of value to any HFHK employee, agent or representative for the purpose of encouraging that person to award Company a contract or take or not take any action related to any contract will result in immediate termination of any agreement. Company certifies that it does not engage in such conduct.
14. It understands that HFHK seeks fair and open competition and the fairest price available and that any attempt by company to subvert fair and open competition, including working with other bidders to fix prices, working to exclude competition, seeking confidential information from HFHK or other bidders, using multiple related or controlled companies to give the appearance of competition, or any similar activity, will result in termination of any agreement. Company certifies that it does not engage in such conduct.
15. It understands that HFHK prohibits any of its partners or suppliers from bribing public officials and certifies that it does not do so.
16. It is not conducting business under other names or aliases that have not been declared to HFHK.

If the Company cannot certify to any of the above it should explain why not. HFHK may take the individual circumstances into account for some situations. However, any false certification could be grounds for immediate disqualification and termination of any future agreement.

By signing the Supplier Information Form, you certify that your Company is eligible to supply goods and services to major donor funded organizations and that all of the above statements are accurate and factual.

Company Name: _____

Name of Representative: _____

Title: _____

Signature: _____

Date: _____

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FOR HFHK USE ONLY

Following documents have been provided [Update according to sections 3.3 and 4 of the Tender Package]:

| Documents | |
|---|--|
| Legal Business Registration | |
| Latest Tax Registration Certificate | |
| <i>[Insert other supporting document as per Tender Package]</i> | |
| <i>[Insert other supporting document as per Tender Package]</i> | |
| Company Profile | |
| References from previous work projects | |
| <i>[Insert other supporting document as per Tender Package]</i> | |
| <i>[Insert other supporting document as per Tender Package]</i> | |
| <i>[Insert other supporting document as per Tender Package]</i> | |
| <i>[Insert other supporting document as per Tender Package]</i> | |
| <i>[Insert other supporting document as per Tender Package]</i> | |
| <i>[Insert other supporting document as per Tender Package]</i> | |

I _____ an employee of HFHK having completed and reviewed this form confirm the accuracy of information provided:

Name _____

Title _____

Signature _____

Date* _____

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*Supplier to be re-authorized one year from this date.
