

KENYA BUREAU OF STANDARDS

(A STATUTORY ORGANIZATION OF GOVERNMENT)

**INTERNATIONAL TENDER FOR DEVELOPMENT, DELIVERY, INSTALLATION AND COMMISSIONING
OF METROLOGY SERVICES MANAGEMENT SYSTEM (MSMS)**

Tender No: KEBS/T014/2015-2016

**International Tender for Development, Delivery, Installation and Commissioning of Metrology Services
Management System**



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SECTION I INVITATION TO TENDER

FEBRUARY 2016

RFP REF No: KEBS/T014/2015-2016

Tender for Development, Delivery, Installation and Commissioning of Metrology Services Management System

- 1.1 The Kenya Bureau of Standards (KEBS) invites sealed tenders from eligible companies for the **for the Development, Delivery, Installation and Commissioning of Metrology Services Management System**
- 1.2 Interested eligible companies may obtain further information from and inspect the tender documents at **The Procurement Office, Kenya Bureau of Standards KEBS CENTRE Popo Road off Mombasa Road** during normal working hours (between 0800hrs and 1700hrs).
- 1.3 A complete request for tender document may be obtained by interested companies upon payment of a non-refundable fee of **KES 1,000** in cash or bankers cheque payable to Kenya Bureau of standards.
- 1.4 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya Shillings (KES) and shall remain valid for a period of **120 days** from the closing date of the tender.
- 1.5 Completed tender documents shall be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the tender box provided at **KEBS CENTRE, Popo Road off Mombasa Road** or be addressed and posted to,

**Managing Director
Kenya Bureau of Standards
P.O. Box 54974-00200
NAIROBI-Kenya
Email address: info@KEBS.org or procurement@KEBS.org**

- To be received on or before (**Tuesday 15th March, 2016 12.00hrs East African Time**).
- 1.6 Tenders must be accompanied by Tender Security of **2%** of the total tender price in the form of a bank guarantee from reputable bank.
 - 1.7 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at **KEBS CENTRE, Popo Road off Mombasa Road Conference Room 1 Admin Block Ground Floor**. Late tenders shall be rejected.
KEBS reserves the right to accept or reject any tenders.

**Managing Director,
Kenya Bureau of Standards**

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2. SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The KEBS's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the KEBS to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers shall not participate in the Tender under any Joint Venture or Consortium. Partnerships between Companies owned and controlled by the same ultimate owner are accepted (i.e. partnership among sister companies) as well as subcontracting of certain products and/or services to sister companies controlled by the same ultimate owner.
- 2.1.5. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

- 2.2.1. The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the KEBS, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2. The price to be charged for the tender document shall not exceed Kshs.**1,000/=**
- 2.2.3. The KEBS shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders

- i) Instructions to tenderers
- ii) General Conditions of Contract
- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Details of service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Principal's or manufacturers authorization form
- xiii) Declaration form

2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.4 Clarification of Documents

2.3.3. A prospective candidate making inquiries of the tender document may notify the KEBS in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The KEBS will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the KEBS. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"

2.3.4. The KEBS shall reply to any clarifications sought by the tenderer within 7 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.5 Amendment of documents

- 2.3.5. At any time prior to the deadline for submission of tenders, the KEBS, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.3.6. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
- 2.3.7. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the KEBS, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of tender

- 2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the KEBS, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Documents Comprising the Tender

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

- a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- c) Tender security furnished is in accordance with Clause 2.12
- d) Confidential business questionnaire

2.8 Form of Tender

- 2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 Tender Prices

- 2.8.2 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.8.3 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 2.8.4 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.8.5 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.8.6 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.8.7 Price variation requests shall be processed by the KEBS within 30 days of receiving the request.

2.10 Tender Currencies

- 2.10.1. Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

2.11 Tenderers Eligibility and Qualifications.

- 2.11.1. Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.11.2. The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the KEBS's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

- 2.12.1. The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

- 2.12.2.** The tender security shall be in the amount not exceeding 2% of the tender price.
- 2.12.3.** The tender security is required to protect the KEBS against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.4.** The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:
- a) *A bank guarantee.*
 - b) *Cash.*
- 2.12.5.** Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the KEBS as non responsive, pursuant to paragraph 2.20
- 2.12.6.** Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the KEBS.
- 2.12.7.** The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.
- 2.12.8.** The tender security may be forfeited:
- a) If a tenderer withdraws its tender during the period of tender validity specified by the KEBS on the tender form; or
 - b) In the case of a successful tenderer, if the tenderer fails:
 - i) to sign the contract in accordance with paragraph 30
 - or
 - ii) to furnish performance security in accordance with paragraph 31.
 - c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

- 2.13.1.** Tenders shall remain valid for **120 days** or as specified in the invitation to tender after date of tender opening prescribed by the KEBS, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the KEBS as non-responsive.
- 2.13.2.** In exceptional circumstances, KEBS may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses

thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

- 2.14.1.** The tenderer shall prepare two copies of the tender, clearly / marking each “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2.** The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3.** The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

- 2.15.1.** The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:

a) be addressed to:

**Managing Director
Kenya Bureau of Standards
P.O. Box 54974-00200
NAIROBI-Kenya
Email address: info@KEBS.org**

b) Bear:

**TENDER NO KEBS/T014/2015/2016. INTERNATIONAL TENDER FOR
DEVELOPMENT, DELIVERY, INSTALLATION AND COMMISSIONING OF**

**METROLOGY CALIBRATION MANAGEMENT SYSTEM (MCMS) DO NOT
OPEN BEFORE 15th March 2016 at 12.00hrs Kenyan Local Time.**

2.15.2. The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”. —

2.15.3. If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the KEBS will assume no responsibility for the tender’s misplacement or premature opening.

2.16 Deadline for Submission of Tenders

2.16.1. Tenders must be received by the KEBS at the address specified under paragraph 2.15.2 no later than **15th March 2016 at 12.00hrs Kenyan Local Time.**

2.16.2. The KEBS may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the KEBS and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3. Bulky tenders which will not fit in the tender box shall be received by the KEBS as provided for in the appendix.

2.17 Modification and withdrawal of tenders

2.17.1. 2.17.1The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification , including substitution or withdrawal of the tender’s is received by the KEBS prior to the deadline prescribed for the submission of tenders.

2.17.2. The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

- 2.17.3.** No tender may be modified after the deadline for submission of tenders.
- 2.17.4.** No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.
- 2.17.5.** The KEBS may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6.** The KEBS shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18 Opening of Tenders

- 2.18.1.** The KEBS will open all tenders in the presence of tenderers' representatives who choose to attend, at **15th March 2016 at 1200hrs (Kenyan Local Time)** at KEBS Board Room. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.2.** The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the KEBS, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3.** KEBS will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

- 2.19.1.** To assist in the examination, evaluation and comparison of tenders the KEBS may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.

- 2.19.2.** Any effort by the tenderer to influence the KEBS in the KEBS's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.
- 2.19.3.** Comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

- 2.20.1.** The KEBS will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2.** Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3.** 2.20.3 The KEBS may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4.** Prior to the detailed evaluation, pursuant to paragraph 23, the KEBS will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The KEBS's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5.** If a tender is not substantially responsive, it will be rejected by the KEBS and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

- 2.21.1.** Where other currencies are used, the KEBS will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing/opening provided by the central bank of Kenya.

2.22 Evaluation and comparison of tenders.

- 2.22.1.** KEBS will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2.** The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.
- 2.22.3.** The KEBS's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:
- a) Operational plan proposed in the tender;
 - b) Deviations in payment schedule from that specified in the Special Conditions of Contract;
- 2.22.4.** Pursuant to paragraph 22.3 the following evaluation methods will be applied:

(a) *Operational Plan.*

The KEBS requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. A tender offering to perform longer than the KEBS's required delivery time will be treated as non-responsive and rejected.

(b) *Deviation in payment schedule.*

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The KEBS may consider the alternative payment schedule offered by the selected tenderer.

2.22.5. The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.22.6. To qualify for contract awards, the tenderer shall have the following:-

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in public procurement.

2.23 Contacting the KEBS

2.23.1. Subject to paragraph 2.19, no tenderer shall contact the KEBS on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2. Any effort by a tenderer to influence the KEBS in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 Award of Contract

a) Post qualification

2.24.1. In the absence of pre-qualification, the KEBS will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2. The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the KEBS deems necessary and appropriate.

2.24.3. An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the

Tenderer's tender, in which event the KEBS will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

2.24.4. Subject to paragraph 2.26 the KEBS will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily. Tenderers shall be a single bidder only.

2.24.5. The KEBS reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the KEBS's action. If the KEBS determines that none of the tenderers is responsive; the KEBS shall notify each tenderer who submitted a tender.

2.24.6. A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Notification of award

2.25.1. Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.25.2. The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the KEBS pursuant to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3. Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the KEBS will promptly notify each

unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

- 2.26.1.** At the same time as the KEBS notifies the successful tenderer that its tender has been accepted, the KEBS will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.26.2.** Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the KEBS.
- 2.26.3.** The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.27 Performance Security

- 2.27.1.** Within thirty (30) days of the receipt of notification of award from the KEBS, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the KEBS.
- 2.27.2.** Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the KEBS may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

- 2.28.1.** The KEBS requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.28.2.** The KEBS will reject a tender for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

2.28.3. Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya

2.29 APPENDIX TO INSTRUCTIONS TO THE TENDERERS

The following information for procurement of services shall complement or amend the provisions of the corresponding clauses in instructions to tenderers (Section II). Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

2.29.1. *Eligible tenderers*

Each company proposing for this Tender shall fulfill the following requirements:

- i) The firms general experience in system development particularly laboratory Management information system.
 - Firms experience in system development (at least three lab systems)
 - Citation of a similar running system in at least one metrology institute.
- ii) Proof that the tenderer has the financial, technical, and production capability necessary to perform the contract (bank statements and/or financial self-declarations and/or auditor statement for the same);
- iii) Both the tenderer and its legal representatives shall be free of any impediment to contract with the client.
- iv) The tenderer shall have purchased this tender document.
- v) The tenderer shall present a tender as specified in section 5, to provide the services requested herein.
- vi) The tenderer, their servant or agent shall not have offered any inducement to any personnel of Kenya Bureau of Standards.
- vii) The successful tenderer shall be required to execute a contract with the client within **30 (thirty) days** from the date of award. The contract will be in the form and shall contain such terms as provided for in **Annex A.**

2.29.2. *Contents of this Tender*

The Tender document comprises of the sections listed below:

- a) Invitation to tender
- b) Instructions to tenderers
- c) General conditions of Contract
- d) Schedule of Requirements
- e) Description of service
- f) Tender security form
- g) Performance security form
- h) Tender Form
- i) Contract Form
- j) Confidential Business Questionnaire

2.29.3. *Documents comprising the Tender*

The tenderer's tender shall consist of the following sections:

- i. Tender security
- ii. Qualification documents
- iii. Technical proposal
- iv. Financial proposal

2.29.4. *Tender Prices*

The tenderer shall indicate proposed prices in accordance with requirement on clause 9.5 (c) - financial tender.

2.29.5. *Tenderers Eligibility and Qualifications Documents*

The tenderers shall include in their technical tenders documents as indicated in clause 2.10.2 a and b):

2.30 *TENDER*

The tenderer's tender shall consist of two parts:

- a) **Technical Tender** and b) **Financial Tender.**

a) Preliminary Tender stage

In the Preliminary tender stage, the tenderer shall be substantially responsive to the following requirements of this tender and shall satisfactorily provide the following information in order to proceed to the technical stage:

1. A list of all directors and their identifications, nationality and contact details.
2. Registered office - Physical location, address, telephone, and fax and e-mail contacts.
3. Tax compliance certificates from the relevant countries of operation
4. Organizational Profile (brief history, business activities, organizational structure, brief on chief executives)
5. Completed Confidential Business Questionnaire.
6. Certified copy of the company's registration to do business in the country of bidder.
7. Verifiable proof that the company has the financial strength to perform the contract.
8. The tenderer shall also include a sworn statement for the following :-
 - i. That the company has not filed for bankruptcy or is not under receivership.
 - ii. That the company has not had any contract with a Government/Government agency terminated by the latter because of deficiencies in similar conformity assessment services, wrongdoing by the company or other similar deprecating causes in the last 10 years. In the case of unresolved disputes, include an explanation.
 - iii. That, except for client-provider relationships the tenderer is not associated with any business that may lead to a conflict of interest or with another company proposing in this tender.
 - iv. That both the tenderer and its legal representatives are free of any impediment to contract with the client.
9. A copy for the receipt for the purchase of this tender document.
10. Tender security.

Note: Dully signed tender form must be filed together with financial tender.

b) The Technical Requirements

Specification Metrology Services Management System (MCMS)

Definitions, Acronyms, and Abbreviations

Database	Collection of all the information monitored by this system.
KEBS	Kenya Bureau of Standards
MCMS	Metrology Calibration Management System
KRA	Kenya Revenue Authority
LPO/LSO	Local purchase order / Local Service Order
ERP	Enterprise resource planning
ACCPAC	Accounting Software used by KEBS as its ERP
MS OFFICE	Microsoft Office Applications (Word, Excel etc)
RS 232	A standard for serial communication transmission of data
IEEE-488 (GPIB)	A bus interface that connects instruments in a computer to an ATE system
USB	Universal Serial Bus
MAPI	Messaging Application Programming Interface - a messaging architecture and a Component Object Model based API for Microsoft Windows
Software requirements specification (SRS)	A document that completely describes all of the functions of a proposed system and the constraints under which it must operate. For example, this document.

2.31 TECHNICAL SPECIFICATIONS

2.31.1. PROJECT OBJECTIVES

Kenya Bureau of Standards requires a system that can provide software to assist in managing Metrology services including calibration (in line with ISO/IEC 17025) and improve calibration management tasks in these areas;

- Planning & Decision-Making - Outsourced/Rejected work, Work recall, traceability status of reference equipment, work scheduling and allocation, quotations and invoicing and management reports
- Management and efficiency of calibration processes
- Documentation of measurement results and various ad-hoc reports
- Analysis of data

The system shall be branded as “Metrology Services Management System”. It shall initially be used by 75 users in Metrology department at head office as well those located in regional offices country wide.

It entails system design and development, Testing and Implementation (Installation, training and commissioning).

2.31.2. TENDER DOCUMENT

This tender document contains basic information for interested bidders and elementary technical specifications for the required application system. It is intended to provide the bidders with fundamental requirements, which have to be taken into account in submitting proposals.

The interested bidders should adhere to the principle guiding document for requirements relating to calibration activities in ISO/IEC 17025 - General Requirements for the Competence of Calibration and Testing Laboratories.

2.31.3. SITE VISIT

Interested bidders are advised to make a visit to the KEBS' metrology laboratories at their own cost so as to examine the laboratories and equipment.

The prospective bidders are also required to visit KEBS ICT data center to carry out comprehensive site survey of the current environment before proposing any solution. KEBS currently has a volume licensing agreement with Microsoft and includes windows server operating system, Microsoft SQL server and clients access licenses. All existing business applications software include Sage ACCPAC ERP run on MS SQL.

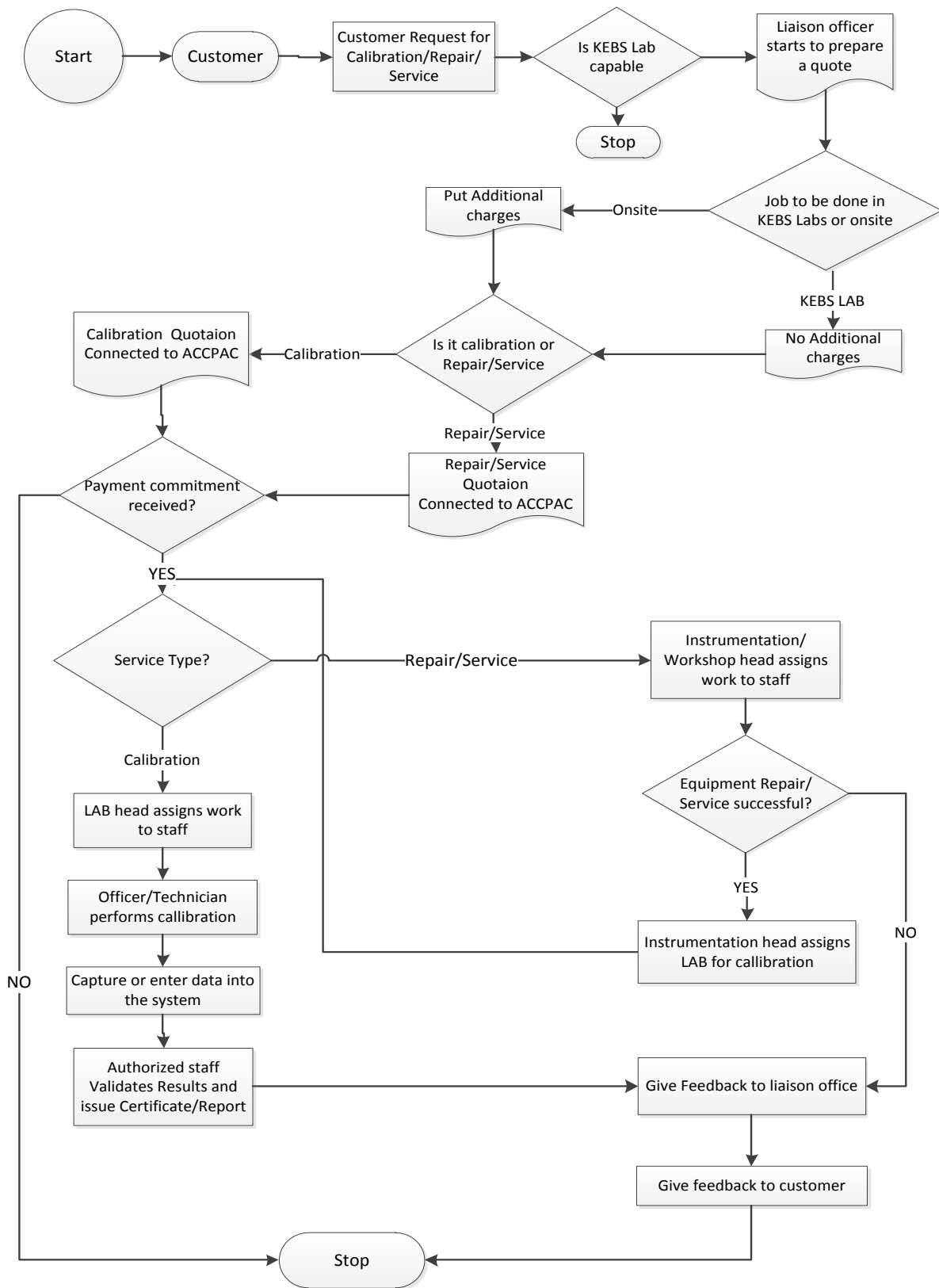
2.31.4. PROOF OF CONCEPT

KEBS shall require all interested bidders to develop a prototype as a proof of concept to be presented as part of the technical evaluation process. It should capture the core activities in providing metrology services as per the technical requirements. A site visit will enhance this process.

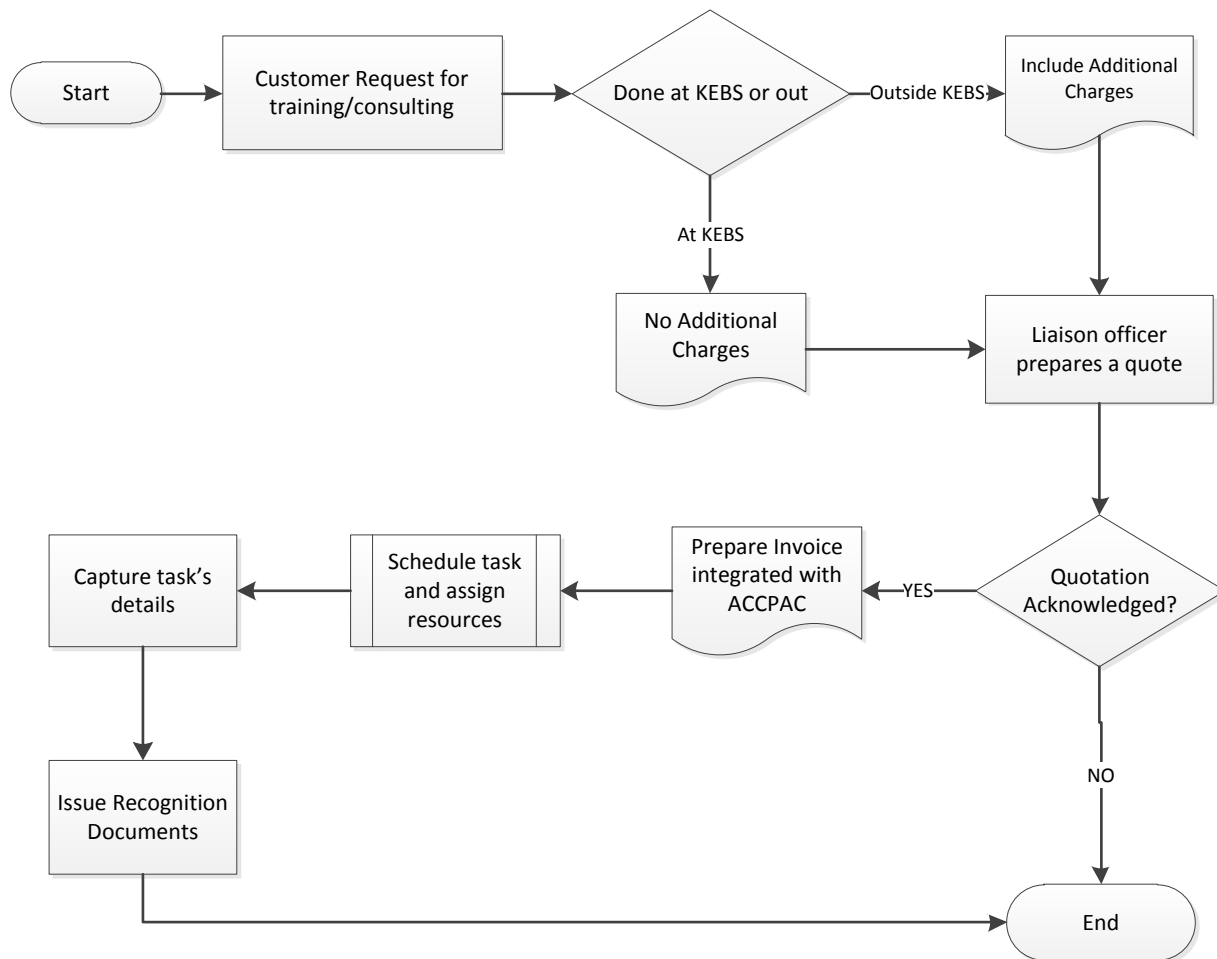
2.31.5. SYSTEM GENERAL OVERVIEW

Kenya Bureau of Standards needs to implement software that assists managing Metrology services and Laboratory calibration Information. It also includes a portal for customers to access their certificates and feedback regarding their equipment.

System Flow diagram for calibration/service/repair



System Flow diagram for training/consulting



Flow Chart Steps

1. Customer requests for calibration, repair/service work or training/consulting.
2. Liaison officer/Clerk prepares a calibration or repair quotation. Indicates if work is in-house or external and sends via email or personally hands it over to the customer. Not all the quotations translate to business. Integration with ACCPAC is required.
3. Customer makes payment or formal commitment (cash, LSO, LPO). Integration with ACCPAC is required.
4. Liaison officer/Clerk receives equipment, assigns a number and takes it to laboratory for calibration or instrumentation for repair/servicing. If it is training/Consulting, consultants/trainers are assigned to the task.

5. Laboratory head/instrumentation head justifies for site work if outside Nairobi.
6. Laboratory head assigns work to any staff in the lab.
7. Instrumentation/Workshop head assigns work to staff.
8. Officer/Technician perform calibration
9. Officer prepare certificate/report, head of lab validates and sign
10. The system automatically triggers an alert inform of email to the customer and liaisons officer immediately after signature is appended to certificate.
11. Liaison officer/Clerk releases certificate/report.
12. Technician/Artisan repair, services or does production work.
13. Liaison office communicates to customer that the work is complete and he/she can come and collect the equipment, sample or dipstick. In the case of training, certificates are collected.

2.32 SYSTEM SPECIFIC TECHNICAL REQUIREMENTS

2.32.1. Usability and Graphical User Interface

- 2.32.1.1. The system shall provide a friendly user interface
- 2.32.1.2. The system shall provide use of icons and toolbars
- 2.32.1.3. The system should enable integration with PDF features
- 2.32.1.4. Administration of the back end to enable system configuration
- 2.32.1.5. The system should be able have alerts inform of email
- 2.32.1.6. User friendly capture forms while keying in records (Data Sheets)
- 2.32.1.7. The system should contain comprehensive user support inform of user guide both in-built html and printable version.
- 2.32.1.8. Ability to view digital images at larger sizes.

2.32.2. Liaisons office

- 2.32.2.1. Ability to enable liaisons office to plan and schedule calibration/repair/service/consultancy/training work

- 2.32.2.2. The system shall simulate the metrology liaisons office by capturing the following details to be used when a customer bring in an equipment for calibration or repair
- a) Metrology services Job cards (Form ME-01)
 - b) Capturing customer and equipment details in a capture sheet
 - c) Prepare a charge sheet master (Metrology Services fees schedule)
 - d) Preparing a subsistence and overhead charges Schedule
- 2.32.2.3. Ability to enable the liaisons officer to generate a quotation. A quotation may or may not go through the business process but its details must hit the ERP system (ACCPAC)
- 2.32.2.4. The system should display tax information within the quotation for the order based on KRA tax calculation.
- 2.32.2.5. Ability of the system to capture details of LPO/LSO/Receipts (include uploading scanned files to a repository folder). The details of the payment commitment should reflect in the ERP system (ACCPAC) through either pull or push method to enable finance officers raise invoice.
- 2.32.2.6. Ability to capture digital signature to be used on certificates.
- 2.32.2.7. Ability to generate Calibration Sticker and Barcode label printable for calibrated items. The sticker label should have the barcode in it to avoid two stickers on the equipment. The barcode alone shall be printed onto the calibration certificate for authentication purposes.
- 2.32.2.8. Ability to track calibration work progress for a client equipment including payments.

2.32.3. Metrology calibration centers and Laboratories.

- 2.32.3.1. The system shall be able to be configured to list all laboratories as listed below with details and option of additional setup.
- i) Time and Frequency
 - ii) AC/DC (Direct Current and Low Frequency measurements)
 - iii) Energy and Transformer
 - iv) Photometry

- v) Acoustics and Vibration
- vi) Dosimetry (Ionizing radiation)
- vii) Mass
- viii) Pressure
- ix) Temperature
- x) Density and Viscosity
- xi) Force
- xii) Volume and Flow
- xiii) Length (Dimensional Metrology)
- xiv) Measurement Solutions

2.32.3.2. Each listed laboratory shall be well described in terms of:

- i) Laboratory Name*
- ii) Laboratory code*
- iii) Associated standard reference equipment*
- iv) Head of laboratory*

2.32.3.3. Procedural details of each laboratory shall be provided to the bidders during site visit and further when developing the application.

2.32.4. Display of standard equipment records

2.32.4.1. The system shall display detailed standard equipment in use and potential ones, categorizing them according to the primary laboratories.

- i. Instrument identification (including manufacturer's name, model number, serial number, trace number and a description of the item),*
- ii. Physical location*
- iii. Current calibration interval,*
- iv. Documentation for interval adjustment using the Calibration Interval Guidelines document (or similar document) if different from manufacturer's recommended interval*
- v. Date of last calibration*
- vi. Calibration source(s), (where the unit was calibrated)*
- vii. Calibration procedure used*
- viii. Results of previous calibrations*
- ix. Relative uncertainties*
- x. Associated environmental conditions*

- *Temperature*
- *Humidity*
- *Pressure*
- *Altitude*
- *Others*

2.32.5. Calibration and repair process automation – core features

- 2.32.5.1. Automatic job/report numbering
- 2.32.5.2. The system should allow the user to capture raw data in all SI units and derived units of measurement.
- 2.32.5.3. The system should automatically process and analyse the captured data, arrange in the form of a Standard calibration certificate and calculate the uncertainty budget in the final results.
- 2.32.5.4. The system should be able to handle all modes of calibration (Fully automated, semi-automated and fully manual)
- 2.32.5.5. Ability to allow date skipping for equipment scheduling
- 2.32.5.6. Ability to allow a metrology officer to schedule for each piece of equipment on the next calibration date without any limitation.
- 2.32.5.7. The system should have description capabilities for units under calibration
- 2.32.5.8. Ability to support offsite calibration data in case the system is offline.
- 2.32.5.9. Ability to do quick search of equipment history
- 2.32.5.10. Ability to select only Standards of measurement with required uncertainties for each calibration.
- 2.32.5.11. Ability to integrate environmental conditions for use in calculating the uncertainty budget.
- 2.32.5.12. Ability to pull and assemble any other contributing factors for the calculation of the uncertainty budget
- 2.32.5.13. Ability to carry over the data from associated tables for calculations of uncertainty budgets creation of the calibration certificates or reports (refer to 6.5.3)
- 2.32.5.14. Integrated work progress tracking system

- 2.32.5.15. The system shall have data capture templates to increase accuracy & speed during data entry
- 2.32.5.16. The system should allow easy creation and editing of procedures to be used in calibration
- 2.32.5.17. The system should allow a flexible form of test report / Certificates as well as data analysis methods
- 2.32.5.18. The system should capture digital signatures on the certificate templates during validation of results and printing of certificates

2.32.6. Regional calibration Centers

- 2.32.6.1. The system shall allow listing of all the regional calibration centres with option of addition with details
 - i) Headquarters*
 - ii) Mt. Kenya*
 - iii) South Rift*
 - iv) North Rift*
 - v) Coast Region*
 - vi) Lake Region*
- 2.32.6.2. Each calibration center shall have associated laboratories

2.32.7. Onsite calibration

- 2.32.7.1. The system shall capture the following details:
- 2.32.7.2. Ability for the system to work off line during onsite calibration process
- 2.32.7.3. Ability for the system to capture particular site location, equipment and customer details
- 2.32.7.4. Officer's details working on site
- 2.32.7.5. Ability to automatically add charges to billable tasks as technicians perform their work

2.32.8. Results Portal

A results portal for publishing all calibration reports to be checked by customers by using a reference number provided by the liaison office. The system goes

through the workflow and should be able to show the status of the results either as pending or complete. The link to the PDF certificates should be available for download by the customers in a secured manner.

2.32.9. Customization

- 2.32.9.1. Ability to enable authorized users to customize certificate, worksheets & stickers templates.
- 2.32.9.2. Use of Cloning feature to Quickly Duplicate Existing Equipment
- 2.32.9.3. Create a number of custom attribute fields for specific equipment types
- 2.32.9.4. Ability to enable the user to design own historical data capture screens
- 2.32.9.5. Custom Rules Help Prevent Unauthorized Equipment Use.

3.1. Communication

- 2.32.9.6. Calibration details Import/Export
- 2.32.9.7. MAPI Compliant Email Capabilities

2.32.10. Compliance

- 2.32.10.1. The system should be able to comply as follows:
- 2.32.10.2. Meets or Exceeds a Wide Range of Calibration Standards Specifications
- 2.32.10.3. Support for Calibration Uncertainty Tracking
- 2.32.10.4. Forward & Reverse Traceability.

2.32.11. Compatibility and Scalability

- 2.32.11.1. The system should be scalable to and compatible with the following:
- 2.32.11.2. MS Office Integration
- 2.32.11.3. Sage ACCPAC ERP integration
- 2.32.11.4. All Documents Created as Acrobat PDF Documents
- 2.32.11.5. RS-232, IEEE-488 (GPIB) and USB Interfacing of Equipment from various manufacturers
- 2.32.11.6. Ability to support Popular Sticker Printers
- 2.32.11.7. True Enterprise Database Support

2.32.11.8. Ability to be automatically updated in the event of new version release so as to reduce deployment cost.

2.32.11.9. Compatibility to all browsers

2.32.12. Calibration Standards and Reference Materials

2.32.12.1. The system shall provide for uploading all standards and other reference materials to the system. (Standard procedures, legal documents, Manufactures' reference Manuals)

2.32.12.2. The system shall enable user to select a particular reference document if required during a calibration process.

2.32.12.3. Ability to build Knowledgebase on calibration matters

2.32.12.4. Ability to upload working documents related to the measurement results

2.32.13. Performance

2.32.13.1. True Client/Server Database Connectivity

2.32.13.2. Exclusive Three-Tier Support for Wide Area Networks

2.32.13.3. 24x7 Capable - Backup Data while still Logged-In

2.32.13.4. Ability to take shortest time possible to handle a process response time

2.32.13.5. The system should maintain highly stability

3.2. Security

2.32.13.6. The system shall have control System Access with Security Profiles

2.32.13.7. The system shall be in such manner that user Access rights can be set by KEBS system administrator

2.32.13.8. The system should be able to protect all documents from unauthorized modification

2.32.13.9. The system should have secure Audit Trail details on all changes made to the system files and database.

2.32.13.10. The system should have capability to backup and restore data

2.32.13.11. The system should have capability of pushing email alerts in case of any incidences

2.32.14. System reporting

2.32.14.1. The system shall be able to generate a report as to:

2.32.14.2. Enable a user to show a report of each calibration process

2.32.14.3. Print certificates and reports (Per job card)

2.32.14.4. Show financial reports (Weekly/Monthly/Quarterly/Semi-Annual/Annually)

2.32.14.5. Generate workload distribution (Per person/ per Lab)

2.32.14.6. Display equipment (Calibrated/Repaired/per lab/Frequent calibrated)

2.32.14.7. List of customers (Old/New/Prospected/Frequent)

2.32.14.8. Show personnel training and skills matrix report

2.32.14.9. Generate calibration turnaround time

2.32.15. Configuration Management Tool

2.32.15.1. The system shall have backend tools to do but not limited to the following:

2.32.15.2. The system should enable globally adjustment of charges

2.32.15.3. The system must have a tool to aid in comprehensive audit trail of all transactions made through the system

i) Users administration

ii) Add user accounts

iii) Assign user privileges

2.32.15.4. Assign digital signature to be used during results validation and certificate release

i) Customers details

ii) Categorize customers per frequency to determine credit worthiness

iii) Create discount rules on a per-customer basis

2.32.15.5. Equipment details

2.32.15.6. Configuration of users and groups

2.32.15.7. System configuration (Admin/Email/Database/Privileges)

2.32.15.8. Personnel skills and expertise

2.32.16. Implementation work plan

The bidder must provide an implementation work plan detailing the following: -

- Desired duration for individual activities/tasks with specification of responsible key personnel.
- Sequencing of tasks and the interrelationship between project activities.
- Individual project timing that adds up to the duration of the total project time.

2.32.17. Training

The bidder is expected to train KEBS users and administrators on the proposed system.

2.32.18. Hardware and software requirements

The bidder is expected to provide details on the system requirements both hardware and software.

2.32.19. Scope of work for annual software assurance and maintenance

- i) The bidder shall provide software support to the site(s) on normal working days Monday to Friday from 8.00 am to 5.00 p.m. the bidder shall provide software support to the customer within twenty-four hours following receipt of the customer's service request.
- ii) The bidder shall provide the latest software updates and fixes for the metrology software.
- iii) Training of users shall be carried out by the bidder upon request by the customer.
- iv) Installation and configuration proposed metrology software system on a new server and client computers whenever a need arises
- v) Creating ad-hoc reports from the system as they may be required from time to time
- vi) Developing and customizing reports as required time to time
- vii) Providing comprehensive new and refresher onsite training to KEBS metrology staff as may be required time to time.

2.32.20. Financial Tender

In the financial tender, the tenderer shall clearly state the following:

Ensure to indicate all costs including interface developments should there be need for the same.

The pricing must be clearly broken down.

Item	Description	Quantity	Rate	Total C o s t
1.	Cost of Metrology Software a s detailed in the specifications above.	1		
2.	User License Costs	75		
3.	Implementation Cost			
4.	Sage ACCPAC ERP Integration Costs			
5.	Other Costs (State and quote)			
	Grand Total (KSh.)			

The preferred user licensing model is concurrent, but it is not a must.

The grand total above shall be the tendered amount.

The bidder shall indicate the annual software assurance and maintenance cost.

This shall become payable each year and will commence 1 year after commissioning.

Item	Description	Quantity	Rate	Total C o s t
1.	Annual Software Assurance and Maintenance Cost			

2.32.21. Tender Security

2.32.21.1. Tenders must be accompanied by Tender Security of **2%** of the total tender amount in accordance with clause 2.32.21.2 below. The format of the tender security is as specified in the Tender Security Form (**30 days beyond the tender validity period.**)

2.32.21.2. The tender security shall be denominated in United States Dollars and shall be in the form of:

a) *Cash*

b) *A bank guarantee from a recognized financial institution acceptable to the client.*

2.32.22. Validity of Tenders

Tenders shall remain valid for **120 (one hundred and twenty) days**. A Tender valid for a shorter period shall be rejected by the Kenya Bureau of Standards as non-responsive.

2.32.23. Method and Form of Presentation of Tenders

2.32.23.1. Tenders and all attached documents shall be written in English, except for submitted company brochures and publicity materials, which can be expressed in the original language.

2.32.23.2. Tenders shall be presented in one **original** and **two copies**, each set enclosed in the envelopes as described below.

2.32.23.3. The outer envelope of the original shall be clearly marked “**Original**” while the outer envelope of the each of the copies shall be clearly marked “**Copy**”. The financial and the technical tenders shall be presented in two separate envelopes clearly marked:

“A – Technical Tender”

“B – Financial Tender”

and shall contain the documents comprising the tender as indicated below:

Envelope “A “ - Technical tender, tender security and qualification documents listed in 2.10.2 (a) above

Envelope “B” - Financial tender

- 2.32.23.4. Both envelope “A” and “B” shall indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late” or in case the technical tender in **envelope A** is “non-responsive”.

Together, these two envelopes shall be placed in one outer envelope clearly marked:

Tender No. KEBS/T014/2015-2016 DEVELOPMENT, DELIVERY, INSTALLATION AND COMMISSIONING OF METROLOGY SERVICES MANAGEMENT SYSTEM (MSMS):-

The Managing Director
Kenya Bureau of Standards
KEBS CENTRE, Popo Road, Off Mombasa Road
P.O. Box 54974 — 00200 — NAIROBI, KENYA
Tel:+254 20 605490/ 6948000
Fax:+254 20 609660
E- mail:info@KEBS.org or procurement@KEBS.org

“DO NOT OPEN BEFORE 1200hrs (East African Standard Time) on 15th March 2016

- 2.32.23.5. If the outer envelope is not sealed and marked as required above, the Kenya Bureau of Standards shall assume no responsibility for the tender’s misplacement or pre-mature opening.
- 2.32.23.6. In the event of any discrepancy between the copies and the original, the original shall govern.

2.32.24. *Evaluation and Comparison of Tenders*

In order to be evaluated, tenders shall satisfactorily include the tender security specified in Clause 2.12, the documentation specified in Clause 2.10.2 (a) and fulfilling the requirements specified in Clause 2.1

The Kenya Bureau of Standards may request additional information it might deem necessary to verify or expand the information provided by the tenderer. KEBS may undertake due diligence on bidder(s) who score a minimum of 50 points in Technical Evaluation before carrying out financial evaluation. The Due Diligence will serve to confirm the information presented in the Technical Tender and any inconsistencies established may lead to disqualification of the tender.

The evaluation process shall be confidential. Any attempt by a tenderer, in the judgment of the Kenya Bureau of Standards, to influence the tender evaluation or contract award shall automatically result in the rejection of its tender.

2.32.25. *Criteria for Evaluation of Technical Tenders*

The technical tenders shall be evaluated according to the criteria set below.

Tenderers who do not receive at least 50 points out of the maximum 70 points in the evaluation of their technical tenders shall be disqualified and their financial tenders returned unopened.

The following criteria shall be used for evaluation of the Technical Tenders:

Tenderers who do not receive at least 50 points out of the maximum 70 points in the evaluation of their technical proposals shall be disqualified and their financial proposals returned unopened. The Proof of Concept (PoC) attracts 10 points while the financial bid attracts 20 points

a) Technical paperwork (70 points)

The following criteria shall be used for evaluation of the Technical Proposals:

- i. The firms general experience in system development particularly laboratory Management information system.

- a) Firms experience in system development (at least three lab systems)
- b) Citation of a similar running system in at least one metrology institute.

Maximum: 10 points

- ii. Qualification, Experience and Competencies of key staff for the assignment. Curriculum vitae for staff directly involved in the development, training and implementation is required. The CVs must have been recently signed by the owners and countersigned by the tenderer's authorized representative

Maximum: 10 points

- iii. Compliance with the specific technical requirements of the application
 - a. Usability and Graphical User Interface
 - b. Liaisons office
 - c. Metrology calibration centers and Laboratories
 - d. Display of standard equipment records
 - e. Calibration and repair process automation
 - f. Regional calibration centers
 - g. Onsite calibration
 - h. Results Portal
 - i. Customization
 - j. Communication
 - k. Compliance
 - l. Compatibility and Scalability
 - m. Calibration Standards and Reference Materials
 - n. Performance
 - o. Security
 - p. System reporting
 - q. Configuration Management Tool

Maximum: 40 points

iv. Implementation Work Plan (Include training)

Maximum: 10 points

Each responsive proposal shall be given a **Technical Score (Ts)**. A proposal whose technical score does not receive at least **50 points** out of the maximum **70** points in this evaluation shall be disqualified and its financial proposals returned unopened.

b) Proof of concept – Demonstration of prototype (10 points)

The bidders who have scored to qualify in the paper work technical shall be invited to illustrate proof of concept to fulfill the requirements in **clause 4**. Each proposal concept shall be given Technical Proof of Concept Score (Tc). A score of 7 and above shall qualify for financial evaluation

Each responsive bid shall be given a **Technical Score (TS)**

c) Criteria for Evaluation of Financial Tenders

Formula for Determining the Financial Score:

The following criteria shall be used for evaluation of the financial Tenders:

Maximum Financial (20 points)

The evaluating team shall take the lowest bidders. Each proposal concept shall be given Financial Score (Fs)

Formula of taking in the Lowest Bidder overall (LB):

$$LB=Ts+Tc+Fs$$

The bidder with the highest LB shall be recommended for award.

The completed tender form must be duly stamped and signed

SECTION III GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

In this contract the following terms shall be interpreted as indicated:

- a) “The contract” means the agreement entered into between the KEBS and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the KEBS under the Contract.
- d) “The KEBS” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

3.2 Application

These General Conditions shall apply to the extent that they are not superceded by provisions of other part of contract.

3.3 Standards

- 3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

3.5 Patent Right's

The tenderer shall indemnify the KEBS against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof .

3.6 Performance Security

Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the KEBS the performance security where applicable in the amount specified in Special Conditions of Contract.

3.6.2 The proceeds of the performance security shall be payable to the KEBS as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the KEBS and shall be in the form of :

a) Cash.

b) A bank guarantee from a recognized financial institution acceptable to the client.

3.6.4 The performance security will be discharged by the KEBS and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

3.7.1 The KEBS or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The KEBS shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the KEBS.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the KEBS may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the KEBS.

3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 Payment

3.8.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC

3.9 Prices

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC , vary from the prices by the tenderer in its tender or in the KEBS's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the KEBS's prior written consent.

3.10 Termination for Default

The KEBS may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

- a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the KEBS.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the KEBS has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

3.12 Termination of insolvency

The KEBS may at the anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the KEBS.

3.13 Termination for convenience

3.13.1 The KEBS by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the KEBS convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the KEBS may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

The KEBS's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15 Governing Language

The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

3.16 Force Majeure

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

3.17 Applicable Law.

The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC

3.18 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

The clauses in this section are intended to assist the KEBS in providing contract specific information in relation to corresponding clauses in the general conditions of contract.

The provisions of section IV complement the general conditions of contract included in section III, specifying contractual requirements linked to the special circumstances of the KEBS and the procurement of services required. In preparing section IV, the following aspects should be taken into consideration.

- a) Information that complement provisions of section III must be incorporated
- b) Amendments and/or supplements to provision of section III, as necessitated by the circumstances of the specific service required must also be incorporated

Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract the provisions of the special conditions of contract herein shall prevail over the provisions of the general conditions of contract.

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.8	Bank Gurantee
3.9	2.9.4
23.14	Arbitration shall be held in Kenya
3.17	Kenyan law
3.18	Indicate addresses of both parties
Other's as necessary	Complete as necessary

SECTION V: SCHEDULE OF REQUIREMENTS

After the award and signing of the contract tendered hereby, each contractor shall fulfill the following obligations:

5.1 *Performance Security*

Within thirty days (30 days) after signing of the contract, the contractor shall place an irrevocable performance security in favor of the client for the amount of 10% (ten percent) of the tender price from a recognized financial institution acceptable to the client, guaranteeing the fulfillment of their contractual obligations.

SECTION VI:DESCRIPTION OF SERVICES

6.1 *General Information*

6.1.1 Introduction

KEBS is a statutory body established under the Standards Act, Cap 496 Laws of Kenya mandated amongst others, carry out conformity assessment of goods and services. Kenya Bureau of Standards requires a system that can provide software to assist in managing Metrology services including calibration (in line with ISO/IEC 17025) and improve calibration management tasks in these areas;

- Planning & Decision-Making - Outsourced/Rejected work, Work recall, traceability status of reference equipment, work scheduling and allocation, quotations and invoicing and management reports
- Management and efficiency of calibration processes
- Documentation of measurement results and various ad-hoc reports
- Analysis of data

The system shall be branded as “Metrology Services Management System”. It shall initially be used by 75 users in Metrology department at head office as well those located in regional offices country wide.

It entails system design and development, Testing and Implementation (Installation, training and commissioning).

Appendix to instructions to tenderers

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers
2.10	Particulars of eligibility and qualifications documents of evidence required
2.12	Tender Security of 2% of the tender price Valid for 150days
2.24	Particulars of post – qualification if applicable
2.30	10% of the tender price
Other's as necessary	Complete as necessary

SECTION VII- STANDARD FORMS

Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the KEBS pursuant to instructions to tenderers clause 12.3
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the KEBS in accordance with the instructions to tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the KEBS and pursuant to the – conditions of contract.
5. The principal's or manufacturer's authorisation form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender security form
6. Performance security form
7. Bank guarantee for advance payment
8. Letter of notification of award.

FORM OF TENDER

Date_____

Tender No._____

To.....

.....

[Name and address of KEBS]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.. *[insert numbers,*
the of which is hereby duly acknowledged, wed, the undersigned, offer to provide.
[description of services]
in conformity with the said tender documents for the sum of . *[total tender amount in words and figures]*
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (KEBS).
4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 20
[signature] *[In the capacity of]*
Duly authorized to sign tender for and on behalf of _____

CONTRACT FORM

THIS AGREEMENT made the ____ day of ____ 20____ between.....[name of procurement entity] of[country of Procurement entity](hereinafter called “the KEBS”) of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS the KEBS invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the KEBS’s Notification of Award.
3. In consideration of the payments to be made by the KEBS to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the KEBS to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The KEBS hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the KEBS)

Signed, sealed, delivered by _____ the _____ (for the tenderer)

in the presence of _____.

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applies to your type of business.

You are advised that it is a serious offence to give false information on this form.

Part 1 General

Business Name
Location of Business Premises
Plot No, Street/Road.....
Postal address Tel No. Fax Email
Nature of Business
Registration Certificate No.
Maximum value of business which you can handle at any one time – Kshs.
Name of your bankers
Branch

	<p align="center">Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details</p> <p>.....</p>																																				
	<p align="center">Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="0"> <thead> <tr> <th>Name</th><th>Nationality</th><th>Citizenship details</th><th>Shares</th></tr> </thead> <tbody> <tr> <td>1.</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr> <td>...</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr> <td>2.</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr> <td>...</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr> <td>3.</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr> <td>...</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr> <td>4.</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr> <td>...</td><td>.....</td><td>.....</td><td>.....</td></tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
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	<p align="center">Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="0"> <thead> <tr> <th>Name</th><th>Nationality</th><th>Citizenship details</th><th>Shares</th></tr> </thead> <tbody> <tr> <td>1.</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr> <td>...</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr> <td>2.</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr> <td>...</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr> <td>3.</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr> <td>...</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr> <td>4.</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr> <td>...</td><td>.....</td><td>.....</td><td>.....</td></tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
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	<p>Date.....Signature of Candidate.....</p>																																				

TENDER SECURITY FORM

Whereas[name of the tenderer](hereinafter called “the tenderer”)has submitted its tender dated.....[date of submission of tender] for the provision of[name and/or description of the services](hereinafter called “the Tenderer”).....

KNOW ALL PEOPLE by these presents that WE.....Of.....having registered office at.....[name of KEBS](hereinafter called “the Bank”)are bound unto.....[name of KEBS](hereinafter called “the KEBS”) in the sum of for which payment well and truly to be made to the said KEBS, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this_____ day of 20_____.

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the KEBS during the period of tender validity:

- (a)fails or refuses to execute the Contract Form, if required; or
- (b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

we undertake to pay to the KEBS up to the above amount upon receipt of its first written demand, without the KEBS having to substantiate its demand, provided that in its demand the KEBS will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To:[name of the
KEBS]WHEREAS.....[name of tenderer]

(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract
No. _____[reference number of the contract] dated
_____20____to
supply.....[Description
services](Hereinafter called “the contract”)

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer
shall furnish you with *a* bank guarantee by a reputable bank for the sum specified
therein as security for compliance with the Tenderer’s performance obligations in
accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on
behalf of the tenderer, up to a total of
[amount of the guarantee in words and figures], and we undertake to pay you, upon
your first written demand declaring the tenderer to be in default under the Contract
and without cavil or argument, any sum or sums within the limits of
[amount of guarantee] as aforesaid, without your needing to prove or to show
grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of 20

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

BANK GUARANTEE FOR ADVANCE PAYMENT

To.....[name of tender].....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,.....[name and address of tenderer][hereinafter called “the tenderer”] shall deposit with the KEBS a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of.....*[amount of guarantee in figures and words]*. We, the*bank or financial institution*], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the KEBS on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the KEBS and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the tenderer under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

LETTER OF NOTIFICATION OF AWARD

Address of KEBS

To: THE MANAGING DIRECTOR KEBS

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(*FULL PARTICULARS*) _____

SIGNED FOR ACCOUNTING OFFICER