



Kenya Bureau of Standards



**Kenya Bureau of
Standards**

Standards for quality life

INTERNATIONAL TENDER FOR PROVISION OF PRE-EXPORT VERIFICATION OF CONFORMITY (PVOC) TO STANDARDS SERVICES

Tender No: KEBS/T013 /2020-2021

International Tender for Provision of Pre-Export Verification of Conformity (PVOC) to Standards Services

TENDER OPENING/CLOSING DATE: 10-02-2021

TIME: 1200HRS EAST AFRICAN TIME

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



Table of Contents

SECTION I	INVITATION TO TENDER	4
SECTION II	INSTRUCTIONS TO TENDERERS	6
APPENDIX TO INSTRUCTIONS TO THE TENDERERS		15
a)	PRELIMINARY EVALUATION	21
b)	THE TECHNICAL EVALUATION	22
c)	FINANCIAL EVALUATION	24
SECTION III	GENERAL CONDITIONS OF CONTRACT	31
SECTION IV	SPECIAL CONDITIONS OF CONTRACT	345
SECTION V	SCHEDULE OF REQUIREMENTS	367
SECTION VI	DESCRIPTION OF SERVICES	41
SECTION VII:	STANDARD FORMS	43
TENDER FORM		444
CONFIDENTIAL BUSINESS QUESTIONNAIRE		455
TENDER SECURITY FORM		466
PERFORMANCE SECURITY FORM		477
LETTER OF NOTIFICATION OF AWARD		488
COTRACT FORM		49
ANNEX 1:	Route A: Consignment Certification	50
ANNEX 2:	Route B: Procdure for Registration and Certification of Registered goods	52
ANNEX 3:	Route C: Procedure for Licensing and Certification of licensed Consignments	56
ANNEX 4:	Route D: Inspection of Consolidated Cargo Imports	60
ANNEX 5:	Procedure for Enrichid CoC	69
ANNEX 6:	Lists of Coutries where the Tenderer must Physically be Present	80
ANNEX 7:	PVOC Intergration (Application Programming Interface) requirements/ Documentation	83
1	Introduction	85
The purpose of this document is to describe the standard API Integration specification for KEBS Information Management System (KIMS) integration with contracted PVoC partners. The applicable interface type is REST or SOAP while Communication protocol will be HTTPS (1 way SSL or 2 way SSL).		
2	Data Flow Design	85
3	API Authorization	87
4	Base URL	87
5	RFC Data	87
5.1	RFC for COC	88
5.2	RFC for COI	90



5.3	RFC for COI Items.....	92
5.4	RFC for COR	92
6	Import Declaration Form (IDF)	94
6.1	IDF Data.....	94
6.2	IDF Items.....	95
7	COC.....	96
7.1	COC Data.....	96
7.2	COC Items.....	97
8	COI.....	98
8.1	COI Data	98
8.2	COI Items	100
9	COR Data	101
10	Risk Profile Data	102
10.1	From PVOC to KEBS	102
10.2	From KEBS to PVOC	103
11	Product Categorization Data	104
12	Reconciliation (Invoicing) - PVOC Data.....	104
13	Monitoring - PVOC Timelines Data	105
14	Queries	106
14.1	Queries – PVOC to KEBS	106
14.2	Queries – KEBS to PVOC	107
15	APPENDIX.....	109
15.1	List of Documents Per Route.....	109



SECTION I INVITATION TO TENDER

Date: Tuesday, 9th February, 2021

TENDER No: KEBS/T012/2020-2023

Tender to offer Pre-Export Verification of Conformity (PVOC) to Standards Services in accordance with the provisions of the Standards Act and any other enabling provisions of the Laws of Kenya

- 1.1. The Kenya Bureau of Standards (KEBS) invites sealed technical and financial proposals from eligible companies for the provision of pre-export verification of conformity to standards for a period of three years. The verification of conformity is to be conducted on the basis of Kenya Standards or specifications approved by the Kenya Bureau of Standards.
- 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 set of tender documents may be obtained by interested companies from the procurement office upon payment of a non-refundable fee of KES 1,000 in cash or bankers cheque payable to Kenya Bureau of standards or downloaded for free from the KEBS website: www.kebs.org. Companies which download the tender documents from the website must notify KEBS through renam@kebs.org and procurement@kebs.org and info@kebs.org immediately.
- 1.4. Prices quoted must be expressed in United States Dollars (USD) and shall remain valid for a period of **180 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

procurement@kebs.org ;

renam@kebs.org

to be received on or before **(Tuesday 9th February 2021: 1200hrs East African Time)**.

- 1.6. Tenders must be accompanied by Tender Security of **USD 200,000** in the form of a bank guarantee from a 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**. Tenders delivered outside the required time will not be accepted.

SECTION II – INSTRUCTIONS TO TENDERERS**TABLE OF CONTENTS**

2.1 Eligible Tenderers	6
2.2 Coast of Tendering.....	6
2.3 Contents of Tender Documents	6
2.4 Clarification of Tender Documents	7
2.5 Amendment of Tender Documents.....	7
2.6 Language of Tenders.....	7
2.7 Documents Comprising the Tender	7
2.8 Tender Form.....	8
2.9 Tender Prises.....	8
2.10 Tender Currencies	8
2.11 Tenderers Eligibility and Qualifications	8
2.12 Tender Security	9
2.13 Validity of Tender	9
2.14 Format and Signing of Tender	Error! Bookmark not defined.0
2.15 Sealing and marking of tender	Error! Bookmark not defined.0
2.16 Deadline for submission of tender	Error! Bookmark not defined.0
2.17 Modification and withdrawal of tender.....	Error! Bookmark not defined.0
2.18 Opening of tender	Error! Bookmark not defined.1
2.19 Clarification of tender	Error! Bookmark not defined.1
2.20 Preliminary examination	Error! Bookmark not defined.1
2.21 Conversion to a single Currency	Error! Bookmark not defined.2
2.22 Evaluation and comparision of tender	Error! Bookmark not defined.2
2.23 Contacting procuring entity	Error! Bookmark not defined.3
2.24 Award Criteria	Error! Bookmark not defined.3
2.25 Notification of Award	Error! Bookmark not defined.3
2.26 Signing of Contract	Error! Bookmark not defined.4
2.27 Performance Security	Error! Bookmark not defined.4
2.28 Corrupt or Fraudulent practices	Error! Bookmark not defined.4

SECTION II INSTRUCTION TO TENDERERS**2.1 Eligible Tenderers**

- 2.1.1. This tender is open to all tenderers eligible as described in the *Instructions to Tenderers*. The successful tenderer(s) shall provide pre-export verification of conformity to standards (PVoC) services for the stipulated duration (hereinafter referred to as *—the term*) from the date of commencement specified in the contract
- 2.1.2. The Kenya Bureau of Standards' employees, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under Section 59 of the Public Procurement and Disposal Act 2015
- 2.1.3. Tenderers must 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 Kenya Bureau of Standards 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 Tender.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred by Public Procurement Regulatory Authority 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 Kenya Bureau of Standards, 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 be **KES 1,000.00** (One Thousand Shillings Only)
- 2.2.3. The Kenya Bureau of Standards 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:
- I. Instructions to tenderers
 - II. General Conditions of Contract
 - III. Special Conditions of Contract
 - IV. Schedule of Requirements
 - V. Details of service
 - VI. Tender Form
 - VII. Contract form
 - VIII. Confidential business questionnaire form
 - IX. Tender security form
 - X. Performance security form
 - XI. Self-Declaration Form that the tenderer will not engage in any corrupt or fraudulent practice

- XII. Non-Debarment Declaration Form
- XIII. Form for Review
- XIV. PVoC integration (Application Programming Interface) requirements/documentation.
- XV. Annexes 1-5 (Procedures for verification and certification of shipments)

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 requirement in every respect will be at the tenderer's risk and may result in the rejection of its tender.

2.4. Clarification of Tender Documents

- 2.4.1. A prospective candidate making inquiries of the tender requirement document may notify the Kenya Bureau of Standards in writing and send by post, fax or email at the address indicated in the Invitation for Tenders. The Kenya Bureau of Standards will respond in writing to any request for clarification of the tender requirement, which it receives not later than seven (7) days prior to the deadline for the submission of tenders prescribed by the Kenya Bureau of Standards. Written copies of the Kenya Bureau of Standards' 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
- 2.4.2. The Kenya Bureau of Standards shall reply to any clarifications sought by the tenderer within three (3) days of receiving the request to enable the tenderer to make timely submission of its tender.

2.5. Amendment of Tender Documents

- 2.5.1. At any time prior to the deadline for submission of tender, the Kenya Bureau of Standards, 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.
- 2.5.2. 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.
- 2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Kenya Bureau of Standards, at its discretion, may extend the deadline for the submission of tender where necessary.

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 Kenya Bureau of Standards, 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 each 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 completed in accordance with 2.8 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. Filled and Signed Confidential Business Questionnaire.
- e. Technical Proposal
- f. Financial Proposal
- g. Declaration forms

2.8. Tender Form

- 1.14.1 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

- 2.9.1. The tenderer shall indicate on the Financial Proposal the royalty fees to be paid to KEBS.
- 2.9.2. Prices indicated on the Financial Proposal shall include the cost of the services quoted and all the royalty fees to be paid to KEBS. This excludes taxes applicable in the countries bidden for.
- 2.9.3. Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A proposal submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- 2.9.4. Contract price variations shall not be allowed for a period not exceeding one year (12 months).
- 2.9.5. Where contract price variation is allowed, the variation shall not exceed 15% of the original contract price.
- 2.9.6. Price variation requests shall be processed by the Kenya Bureau of Standards within 30 days of receiving the request.

2.10. Tender Currencies

- 2.10.1. Prices shall be quoted in United States Dollars.

2.11. Tenderer's Eligibility and Qualifications

- 2.11.1. Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderer's eligibility to tender and its qualifications to perform the contract if its tender is accepted.



- 2.11.2. The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Kenya Bureau of Standards' 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 technical proposal, a tender security for the amount specified in Invitation to Tender.
- 2.12.2. The tender security shall be in the amount not exceeding and not less than **USD 200,000**.
- 2.12.3. The tender security is required to protect the Kenya Bureau of Standards against the risk of tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.8
- 2.12.3 The tender security shall be denominated in United States Dollars and shall be in the form of **bank guarantee** from a registered and licensed bank.
- 2.12.4. Any tender not secured in accordance with paragraph 2.12.1 and 2.12.4 will be rejected by the Kenya Bureau of Standards and treated as non-responsive, pursuant to paragraph 2.20.
- 2.12.5. 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 Kenya Bureau of Standards.
- 2.12.6. 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.
- 2.12.7. The tender security may be forfeited:
- a. If a tenderer withdraws its tender during the period of tender validity specified by the Kenya Bureau of Standards 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 2.26 or;
 - ii. If the tenderer fails to furnish performance security in accordance with paragraph 2.27
 - 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 180 days after date of tender opening prescribed by the Kenya Bureau of Standards, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Kenya Bureau of Standards as nonresponsive.
- 2.13.2. In exceptional circumstances, the Kenya Bureau of Standards 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 neither be required nor permitted to modify its tender.

2.14. Format and Signing of the Tender

- 2.14.1. The tenderer shall prepare four sets (1 original and 3 copies) of the tender documents, clearly marking each “**ORIGINAL TENDER**” and “**COPY OF TENDER**,” as appropriate. The copies must be separated whereby only the original will be opened. 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 un-amended 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 Tender

- 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 the Kenya Bureau of Standards at the address given in the *Invitation to Tender*.
 - b) bear, Tender number and name in the invitation to tender and the words: —**DO NOT OPEN BEFORE Wednesday, 10th February 2021; 1200hrs East African Time**,
- 2.15.2. If the outer envelope is not sealed and marked as required in clause 2.15.1, the Kenya Bureau of Standards 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 Kenya Bureau of Standards at the address specified in the invitation to tender no later than **Wednesday 10th February 2021: 1200hrs East African Time**.
- 2.16.2. The Kenya Bureau of Standards may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in which case all rights and obligations of the Kenya Bureau of Standards and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.17. Modification and Withdrawal of Tender

- 2.17.1. The 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 is received by the Kenya Bureau of Standards prior to the deadline prescribed for the submission of tender s.



2.17.2. The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause 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 the tender and the expiration of the period of the 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 Kenya Bureau of Standards 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 Kenya Bureau of Standards 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 Tender

2.18.1. The Kenya Bureau of Standards will open all tenders in the presence of tenderers' representatives who choose to attend, on **Wednesday, 10th February 2021, 2021: 1200hrs East African Time** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.2. The tenderers' names, tender modifications or withdrawals, and the presence or absence of requisite tender security and such other details as the Kenya Bureau of Standards, at its discretion, may consider appropriate, will be announced at the opening.

2.18.3. The Kenya Bureau of Standards will prepare minutes of the tender opening meeting.

2.19. Clarification of Tender

2.19.1. To assist in the examination, evaluation and comparison of tenders the Kenya Bureau of Standards 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 Kenya Bureau of Standards during tender evaluation, tender comparison or contract award decisions shall result in the rejection of the tenderer's tender.

2.20. Preliminary Examination and Responsiveness

2.20.1. The Kenya Bureau of Standards 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, whether the tender documents are generally in order and whether the tender documents are duly sealed and correctly submitted.

2.20.2. Arithmetical errors will render the tender non-responsive.



- 2.20.3. The Kenya Bureau of Standards may waive any minor 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, the Kenya Bureau of Standards will determine the substantial responsiveness of each tender to the tender requirements. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the Tender requirements without affecting the substance of the tender. The Kenya Bureau of Standards' determination of a tender's responsiveness is to be based on the contents of the submitted tender without recourse to extrinsic evidence.
- 2.20.5. If a tender is not substantially responsive, it will be rejected by the Kenya Bureau of Standards and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21. Conversion to a Single Currency

Prices quoted shall be in United States Dollars. (USD)

2.22. Evaluation and Comparison of Tender

- 2.22.1. The Kenya Bureau of Standards 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 Kenya Bureau of Standards' 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 2.22.3 and in the technical proposal:
- 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 2.22.3, the following evaluation methods will be applied:

(a) Operational Plan.

The Kenya Bureau of Standards requires that the services under the Invitation to Tender shall be performed at the time specified in the Schedule of Requirements. Tender s offering to perform longer than the Kenya Bureau of Standards' required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule.

Tenderers shall state their tender prices for the payment on a schedule outlined in the special conditions of contract. Tender s will be evaluated on the basis of verification fee and royalties.

- 2.22.5. The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender as per the Public Procurement and Asset Disposal Act 2015, section 80 (6)
- 2.22.6. To qualify for contract awards, the tenderer shall have the following: -

- i Necessary qualifications, capability, experience, services, equipment and facilities to provide inspection services described in this Tender
- ii Legal capacity to enter into a contract for provision of inspection services described in the Tender
- iii 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 tender.
- iv Shall not be debarred from participating in public procurement by the relevant regulatory authority.

2.23. Contacting the Procuring Entity

- 2.23.1. Subject to paragraph 2.19, no tenderer shall contact the Kenya Bureau of Standards 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 Kenya Bureau of Standards in its decisions on tender evaluation, tender comparison or contract award shall result in the rejection of the tenderer's tender.

2.24. Award Criteria

- 2.24.1. The Kenya Bureau of Standards will award the contract to the successful tenderer/s whose tender/s has/have been determined to be substantially responsive in both technical and financial proposals.
- 2.24.2. The Kenya Bureau of Standards 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 Kenya Bureau of Standards' action. If the Kenya Bureau of Standards determines that none of the tenderers is responsive, the Kenya Bureau of Standards shall notify each tenderer who submitted a tender.
- 2.24.3. 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 Kenya Bureau of Standards will notify the successful tenderer(s) 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(s) and the Kenya Bureau of Standards. 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 2.27, the Kenya Bureau of Standards will promptly notify each unsuccessful tenderer and will discharge its tender security.

2.26. Signing of Contract

- 2.26.1. At the same time as the Kenya Bureau of Standards notifies the successful tenderer or tenderers that its tender has been accepted, the Kenya Bureau of Standards will simultaneously inform the other tenderers that their tender/s has/have not been successful.
- 2.26.2. Within fourteen (14) days of receipt of the Contract Form, the successful tenderer(s) shall sign and date the Contract Form and return it to the Kenya Bureau of Standards.
- 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 signing of the contract, the successful tenderer(s) 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 Kenya Bureau of Standards.
- 2.27.2. Failure of the successful tenderer to comply with the requirement of paragraph 2.26, 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event; the Kenya Bureau of Standards may make the award to the next qualified evaluated tenderer or call for new tender s.

2.28. Corrupt or Fraudulent Practices

- 2.28.1. The Kenya Bureau of Standards requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts.
- 2.28.2. The Kenya Bureau of Standards shall reject a tender for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices or coercion 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

APPENDIX: INSTRUCTIONS TO THE TENDERERS

The following information regarding the particulars of the tender shall complement and or amend the provisions of the Instructions to Tenderers *hereinafter abbreviated as ITT*. Wherever there is a conflict between the provisions of the ITT and the Appendix, the provisions of the Appendix herein shall prevail over those of the ITT.

No.	ITT Reference Clause	Particulars of Appendix
1.	2.1 Eligible Tenderers	<p><i>I. The tenderer must demonstrate existence and physical presence and must have the technical infrastructure and qualified personnel required for performing the required service.</i></p> <p><i>II. The tenderer must demonstrate existence of operational ICT infrastructure that can integrate with KEBS ICT Systems for seamless operations.</i></p> <p><i>III. The tenderer must be a legally registered company.</i></p> <p><i>a.</i></p> <p><i>IV. The tenderer shall have the financial capability to perform the contract and shall not have filed for bankruptcy or be under receivership.</i></p> <p><i>V. The tenderer shall be accredited to ISO/IEC 17020:2012 standard for inspection services.</i></p> <p><i>VI. The tenderer shall not have been debarred for a specified period of time of not less than 3 years and must not be precluded from entering into contract with KEBS or the Government of Kenya as per the Act.</i></p> <p><i>VII. Except for client-provider relationships, the tenderer shall not be associated with activities that may suggest or be deemed to be in conflict with the inspection or certification services.</i></p> <p><i>VIII. The tenderer shall not be associated with another company proposing in this tender.</i></p> <p><i>1. Both the tenderer and its legal representatives shall be free of any impediment to contract with the client.</i></p> <p><i>IX. The tenderer shall present a tender as specified in Section V, to provide the services requested herein.</i></p>

		<p>X. <i>The tenderer, their servant or agent shall not have offered any inducement to any personnel of Kenya Bureau of Standards.</i></p> <p>XI. <i>The successful tenderer(s) shall be required to execute a contract with the client within thirty (30) days from the date of notification of award.</i></p> <p>XII. <i>The successful tenderer shall provide the services for a period of three (3) years from the date of commencement specified in the contract (hereinafter referred to as the term).</i></p> <p>XIII. <i>The tenderer and his or her sub-contractor, if any, is not debarred from participating in any procurement proceedings</i></p> <p>XIV. <i>The tenderer has not been convicted of corrupt or fraudulent practices</i></p>
2	2.11.2 (10) Documentary evidence of financial capability	<p>i. <i>Verifiable proof that the company has the financial strength to perform the contract. For the purpose of this tender, Approved audited accounts for the last three years certified by a notary public.</i></p>
3.	2.11.2 Documents of evidence of eligibility	<ol style="list-style-type: none"> 1. <i>A list of all directors, their shareholding, giving full name, passport number, nationality, email address and daytime telephone numbers for each director.</i> 2. <i>A notarized/certified copy of certificate of incorporation</i> 3. <i>A notarized/certified copy of valid Tax Compliance Certificate</i> 4. <i>Organizational Profile (Minimum content for qualification: brief history, business activities, organizational structure showing how the services shall be offered)</i> 5. <i>Curriculum vitae / brief of the staff directly responsible for inspection</i> 6. <i>executed declaration of conflict of interest by executive staff and directors</i> 7. <i>filled and signed Confidential Business Questionnaire</i> 8. <i>List of countries the tenderer intends to carry out the services</i>

		<p>9. <i>Notarized/certified copy(ies) of necessary license(s) to do business in each of the countries the tenderer intends to carry out the services</i></p> <p>10. <i>Evidence of current accreditation to ISO/IEC 17020:2012 - Conformity assessment -- Requirements for the operation of various types of bodies performing inspection to provide services in the countries the tenderer listed in 8 above.</i></p> <p>11. <i>Verifiable proof that the company has the financial strength to perform the services in form of approved audited account details for the last three (3) years (January 2017 - December 2019).</i></p> <p>12. <i>The tenderer shall provide list and proof of competent staff involved in inspection.</i></p> <p>13. <i>The tenderer shall also include a sworn statement made before a commissioner for oaths/notary public (attach valid practicing certificate as a commissioner for oaths/notary public) for the following:</i></p> <ul style="list-style-type: none"> i. <i>That the company has not filed for bankruptcy or is not under receivership.</i> ii. <i>That the tenderer shall not have committed an offence relating to procurement under any other Act or Law of Kenya or any other jurisdiction or have been debarred for a specified period of time of not less than 3 years and must not be precluded from entering into contract with KEBS or the Government of Kenya as per the Act.</i> iii. <i>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.</i>
--	--	--



Kenya Bureau of Standards

		<p>iv. That both the tenderer and its legal representatives are free of any impediment to contract with the Kenya Bureau of Standards or the Government of Kenya and are not in any material legal dispute.</p> <p>14. Tender security.</p> <p>15. Duly Filled and signed tender form</p> <p>16. Tender document must be paginated. All tenderers are required to submit their documents paginated in a continuous ascending order from the first page to the last page in this format, i.e., 1, 2, 3, ..., n (where n is the last page)</p> <p><i>Duly filled and signed tender form must be filled together with financial proposal</i></p>
4.	2.1(xxvi) Contract period	<i>The contract period is three (3) years.</i>
5.	2.10.1 Tender Currencies	<i>Prices to be quoted in United States Dollars (USD)</i>
6.	2.12 Tender Security	<p><i>Tenders must be accompanied by Tender Security of United States Dollars 200,000 in accordance with clause 2.12.3 below. The format of the tender security is as specified in the Tender Security Form (30 days beyond the tender validity period.)</i></p> <p><i>The tender validity period is 180 days.</i></p> <p><i>The tender security shall be denominated in United States Dollars and shall be in the form of bank guarantee from a registered and licensed bank.</i></p>
7.	2.14.3 Tender presentation	<p><i>This is a ONE envelope tender. The financial and the technical proposals shall be presented in ONE envelope.</i></p> <p><i>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”.</i></p>
8.	3.5.1 Performance Security	<i>The performance security shall be in a form of a bank guarantee valued USD 500,000. The validity of the bond shall be equivalent to the contract period.</i>



Kenya Bureau of Standards

10.	2.22.3 Mode of Award of Contract	<p><i>This is a multiple award tender.</i></p> <p><i>KEBS shall award the tender to the tenderer(s) that is (are) responsive to Technical and Financial bids with the highest royalty fee offer subject to a minimum of eight (8) tenderers (service providers). Where bidders tie in technical scores and are financial responsive both shall be awarded.</i></p> <p><i>Supposedly the tender does NOT achieve a minimum of eight (8) tenderers a possible re-tender may be done to achieve additional numbers of service providers to reach the minimum eight (8) service providers or even more.</i></p>
-----	---	---

2.1 Eligible tenderers

Each tenderer proposing in this Tender shall fulfill the following requirements:

- I. The tenderer must demonstrate existence and physical presence and must have the technical infrastructure and qualified personnel required for performing the required service.
- II. The tenderer must demonstrate existence of operational ICT infrastructure that can integrate with KEBS ICT Systems for seamless operations.
- III. The tenderer must be a legally registered company.
- IV. The tenderer shall have the financial capability to perform the contract and shall not have filed for bankruptcy or be under receivership.
- V. The tenderer shall be accredited to ISO/IEC 17020:2012 standard for inspection services.
- VI. The tenderer shall not have been debarred for a specified period of time of not less than 3 years and must not be precluded from entering into contract with KEBS or the Government of Kenya as per the Act.
- VII. Except for client-provider relationships, the tenderer shall not be associated with activities that may suggest or be deemed to be in conflict with the inspection or certification services.
- VIII. The tenderer shall not be associated with another company proposing in this tender.
- IX. Both the tenderer and its legal representatives shall be free of any impediment to contract with the client.
- X. The tenderer shall present a tender as specified in Section V, to provide the services requested herein.
- XI. The tenderer, their servant or agent shall not have offered any inducement to any personnel of Kenya Bureau of Standards.

- XII. The successful tenderer(s) shall be required to execute a contract with the client within thirty **(30) days** from the date of notification of award.
- XIII. The successful tenderer shall provide the services for a period of **three (3) years** from the date of commencement specified in the contract (hereinafter referred to as the term).
- XIV. The tenderer and his or her sub-contractor, if any, is not debarred from participating in any procurement proceedings
- XV. The tenderer has not been convicted of corrupt or fraudulent practices

2.3.1 Contents of this Tender

The tender document comprises of the documents listed below

- a) Invitation to tender
- b) Instructions to tenderers
- c) General conditions of Contract
- d) Special conditions of Contract
- e) Schedule of Requirements
- f) Description of service
- g) Tender security form
- h) Performance security form
- i) Tender Form
- j) Contract Form
- k) Confidential Business Questionnaire
- l) Self-Declaration Form that the tenderer will not engage in any corrupt or fraudulent practice
- m) Non-Debarment Declaration Form
- n) PVoC integration (Application Programming Interface) requirements/documentation.
- o) Annexes 1-5 (Procedures for verification and certification of shipments)

2.7 Documents comprising the tender

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

- i. Tender Form and Price schedule
- ii. Documentary evidence established in accordance with Clause 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted.
- iii. Tender security
- iv. Technical proposal
- v. Financial proposal
- vi. Declaration forms
- vii. Confidential business questionnaire

2.8 Tender Form

2.8.1 The tenderers shall complete, sign and stamp the Tender Form furnished in the tender documents, indicating the services to be performed.

2.9 Tender Prices

The tenderer shall indicate proposed royalty fee in accordance with requirement on clause 2.11.2 c (financial evaluation).

2.10 Tender Currencies

2.10.1 Prices shall be quoted in United States Dollars

2.11 Tenderers Eligibility and Qualifications

2.11.1 The tenderers shall include in their technical proposals documents as indicated in clause 2.11.2 a and b):

2.11.2. EVALUATION

The tenderer's tender evaluation shall consist of three parts: A) **Preliminary evaluation**, B) **technical evaluation** and C) **financial evaluation**.

a) PRELIMINARY EVALUATION

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

1. A list of all directors, their shareholding, giving full name, passport number, nationality, email address and daytime telephone numbers for each director.
2. A notarized/certified copy of certificate of incorporation
3. A notarized/certified copy of valid Tax Compliance Certificate
4. Organizational Profile (Minimum content for qualification: *brief history, business activities, organizational structure showing how the services shall be offered*)
5. Curriculum vitae / brief of the staff directly responsible for inspection
6. executed declaration of conflict of interest by executive staff and directors
7. filled and signed Confidential Business Questionnaire
8. List of countries the tenderer intends to carry out the services
9. Notarized/certified copy(ies) of necessary license(s) to do business in each of the countries the tenderer intends to carry out the services
10. Evidence of current accreditation to *ISO/IEC 17020:2012 - Conformity assessment -- Requirements for the operation of various types of bodies performing inspection to provide services in the countries the tenderer listed in 8 above.*

11. Verifiable proof that the company has the financial strength to perform the services in form of approved audited account details for the last three (3) years (*January 2017 - December 2019*).
12. The tenderer shall provide list and proof of competent staff involved in inspection.
13. The tenderer shall also include a sworn statement made before a commissioner for oaths/notary public (attach valid practicing certificate as a commissioner for oaths/notary public) for the following:
 - i. That the company has not filed for bankruptcy or is not under receivership.
 - ii. That the tenderer shall not have committed an offence relating to procurement under any other Act or Law of Kenya or any other jurisdiction or have been debarred for a specified period of time of not less than 3 years and must not be precluded from entering into contract with KEBS or the Government of Kenya as per the Act.
 - 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 Kenya Bureau of Standards or the Government of Kenya and are not in any material legal dispute.
14. Tender security.
15. Duly Filled and signed tender form
16. Tender document must be paginated. All tenderers are required to submit their documents paginated in a continuous ascending order from the first page to the last page in this format, i.e., 1, 2, 3, ..., n (where n is the last page)
17. Duly filled and signed tender form must be filled together with financial proposal

b) THE TECHNICAL EVALUATION

The tenderer is required to provide the following information:

1. Evidence of the tenderer's physical presence and location, to provide PVoC services in each of the country tendered for

- i. Physical location (address) of registered offices in the country being tendered for and contact information (Email and Telephone, name, title and contact information of the person responsible for services being tendered)
- ii. Notarized copy(ies) of title/ lease/tenancy agreement for offices.
- iii. Organizational structure clearly highlighting technical management and quality assurance in the provision of the service being tendered.

2. Evidence of current accreditation to ISO/IEC 17020:2012.

The scope of accreditation should cover the countries tendered for.

3. Experience in the provision of conformity assessment services.

- i. A list of similar conformity assessment contracts performed by the company **within** the last nine (9) years (meaning 0-9 years) including the

name of country/regulatory authority(ies), nature of service provided and, duration of service provision.

Note: Notarized/certified Copies of reference from the contracting authority

- ii. A brief description of contract(s) for medical devices certification performed by the company **within** the last nine (9) years including name of regulatory authority(ies), nature of service provided, duration of service provision and the contact details of the contracting authority.
- iii. Notarized/certified Copies of reference from the contracting authority

4. Qualifications of the company's personnel

- Evidence of management training and relevant work experience for staff directly involved in the management of the service required (attach certificates)
- Evidence of training in inspection and relevant work experience for inspectors and supervisory staff (attach certificates)
- Evidence of training in QMS audit and relevant work experience for quality assurance staff (attach certificates)
- Relevant personnel certification in inspection will be an added advantage

The CVs and certificates must be signed by the owners and certified by an attorney.

5. The information communications technology resources

The tenderer must have an operational ICT system that is capable of fulfilling the following functions:

- i. Secure storage of data and information of Requests for certification (RFC), inspection reports, test reports, registration/licensing evaluation reports, certificates of conformity, certificates of inspection, non-conformity report and any documents used as criteria for certification.
- ii. Maintain records with respect to conformity assessment activities undertaken under this tender and shall make records accessible to KEBS through an online system and real-time for seamless operations.
- iii. Integration with KEBS or any other entity as authorized by KEBS to provide specified data relating to certifications undertaken by the successful tenderer in Text, Excel, JSON or XML format as often as specified by KEBS through Application Programming Interface (API) documentation (Annex 7).
- iv.

6. Risk management system

Relevance (demonstration of how it will be used to profile goods under route A, B, C and D) of the system in profiling trade entities and products

- i. Documented evidence of an operational risk management framework for identification, profiling, assessment and evaluation of conformity of shipments
- ii. Evidence of on ICT based Risk Management System
- iii. Brief explanation supported by copies of inspection documents for consignments whose shipment was prevented following successful profiling in the last 12 months
- iv. Reference of conformity assessment programs where the proposed risk management system is currently in use

7. Accredited laboratories

- i. A schedule of the tenderers own/affiliated laboratories accredited to ISO/IEC 17025.
- ii. The tenderer shall give the accreditation number, the accrediting body and scope of their accreditation.

8. Financial strength

Audited financial accounts for the last three (3) years (2017, 2018 and 2019)

c) FINANCIAL EVALUATION

For the financial evaluation, the tenderer shall clearly state the following:

1. The inspection fee for Routes A, B, C and D as a percentage of the FOB value of the goods is as follows: 0.6%, 0.55%, 0.5% and 0.6% for routes A, B C and D respectively. These fees shall include the cost of inspection; sampling, container sealing and any other overheads related these aspects of inspection.

All the above inspection fees are subject to a minimum of **two hundred and sixty-five United States Dollars (USD 265)** and a maximum of two thousand seven hundred **United States Dollars (USD 2700)** exclusive of all applicable taxes.

2. The royalty fee the tenderer proposes to remit to the Client on a monthly basis subject to a minimum of 35% of income obtained from the inspection activities.

2.12 Tender Security

2.12.2 Tenders must be accompanied by Tender Security of USD 200,000. The format of the tender security is as specified in the Tender Security Form (**30 days beyond the tender validity period.**)

2.12.4 The tender security shall be denominated in United States Dollars and shall be in the form of **bank guarantee** from a registered and licensed bank.



2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for **one hundred and eighty (180) days** from the date of opening of the bid. A tender valid for a shorter period shall be treated as non-responsive and rejected by the Kenya Bureau of Standards.

2.14 Method and Form of Presentation of Tenders

2.14.1 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 and shall be accompanied by English translations.

2.14.2 The tenderer shall prepare four sets (**1 original and 3 copies**) of the tender documents, clearly marking each —**ORIGINAL TENDER** and —**COPY OF TENDER**, as appropriate. The copies must be separated and sealed separately.

2.14.3 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 proposals shall be presented in **ONE** envelope.

2.14.4 The **envelope should be clearly marked:** Tender No. **KEBS/T013/2020-2021** International Tender for Provision Pre-Export Verification of Conformity (PVOC) to Standards Services and addressed to: -

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

“DO NOT OPEN BEFORE 1200hrs (East African Standard Time) on Wednesday, 10th February, 2021”

2.14.5 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.

2.14.6 In the event of any discrepancy between the copies and the original, the original shall govern.

2.22 Evaluation and Comparison of Tenderers

In order to be evaluated, tenderers shall satisfactorily include the tender security specified in Clause 2.12, the documentation specified in Clause 2.11.2 (a) of the appendix 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. A Due Diligence will be undertaken by KEBS to verify the information provided. The Due Diligence will serve to confirm the information presented and any **inconsistencies** established will 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.

2.22.1 Criteria for Evaluation of Technical Proposals

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

Tenderers who do not score at least **80 marks** out of the maximum **100 marks** in the evaluation of their technical proposals shall be disqualified.

No.	Requirement	Evidence	Marks
1	Evidence of the tenderer's physical presence and location, to provide PVoC services in each of the countries tendered for	i. Physical location (address) of registered offices in the country being tendered for and contact information (Email and Telephone, name, title and contact information of the person responsible for services being tendered) – 8 marks ii. Notarized copy(ies) of title/lease/tenancy agreement for offices. For lease/tenancy, provide proof of payment for a period of at least six (6) months – 5 marks iii. Organizational structure clearly highlighting technical management and quality assurance in the provision of the service being tendered. – 5 marks	18
2	Evidence of current accreditation to ISO/IEC 17020:2012	The tenderer must demonstrate accreditation to ISO 17020 2012 in the following fields: <ul style="list-style-type: none"> ▪ Food and agricultural products (2 marks) ▪ Chemical products (2 marks) ▪ Pharmaceuticals products (2 marks) ▪ Medical devices (2 marks) ▪ Petroleum products (2 marks) ▪ Minerals (1 mark) ▪ Electrotechnical and electronic products (2 marks) ▪ Mechanical products (2 marks) ▪ Civil, building and Construction products (2 marks) ▪ Textiles and leather products (2 marks) ▪ aircraft and aircraft parts (1 mark) ▪ marinecraft and marinecraft parts (1 mark) 	21



Kenya Bureau of Standards

No.	Requirement	Evidence	Marks
3	Experience in the provision of conformity assessment services.	<p>A list of similar conformity assessment contracts performed by the tenderer within the last nine (9) years including the name of country/regulatory authority(ies), nature of service provided and, duration of service provision</p> <p>5 Contracts and above – 12 marks</p> <p>3 Contracts to 4 Contracts – 8 marks</p> <p>1 Contract to 2 Contracts – 4 marks</p> <p>Note: if any of the documents is not notarized/certified, award zero (0) mark for above requirement</p>	12
4	Qualifications of the company's personnel	<p>i. Evidence of management training and relevant work experience for staff directly involved in the management of the service required (attach certificates) – 5 marks</p> <p>ii. Evidence of training in inspection and relevant work experience for inspectors and supervisory staff (attach certificates) – 6 marks</p> <p>iii. Evidence of training in QMS audit and relevant work experience for quality assurance staff (attach certificates) – 5 marks</p> <p>iv. Relevant personnel certification in inspection will be an added advantage – 2 marks</p> <p>NB: The CVs and certificates must be signed by the owners and certified by an attorney.</p>	18
5	<p>The information communications technology resources</p> <p>The tenderer must have an operational ICT system that is capable of fulfilling the following functions:</p>	<p>i. Secure storage of data and information of Requests for certification (RFC), inspection reports, test reports, registration/licensing evaluation reports, certificates of conformity, certificates of inspection, non-conformity report and any documents used as criteria for certification (Tenderer to provide graphical representation of the system architecture and the name of the database management system) – 3 marks</p> <p>ii. Maintain records with respect to conformity assessment activities undertaken under this tender and shall make records accessible to KEBS through an online system and real-time for seamless operations (Tenderer to provide workflow diagram(s), instructions/user guide/manual with screenshots for application for inspection, processing of inspection and generating COC/COI/NCR data in text, PDF, Excel and XML format). – 3 marks</p>	8



Kenya Bureau of Standards

No.	Requirement	Evidence	Marks
		iii. Integration with KEBS or any other entity as authorized by KEBS to provide specified data relating to certifications undertaken by the successful tenderer in Text, Excel, JSON or XML format as often as specified by KEBS through Application Programming Interface (API) documentation (Tenderer to demonstrate compatibility with KEBS system and capability to integrate by providing technical documentation to meet API requirements). – 2 marks	
6	Risk management framework	Relevance (demonstration of how it will be used to profile goods under route A, B, C and D) of the system in profiling trade entities and products i. Documented evidence of an operational risk management framework for identification, profiling, assessment and evaluation of conformity of shipments– 1 mark ii. Evidence of on ICT based Risk Management System– 3 marks iii. Brief explanation supported by copies of inspection documents for consignments whose shipment was prevented following successful profiling in the last 12 months – 3 marks iv. Reference of conformity assessment programs where the proposed risk management system is currently in use– 1 mark	8
7	Accredited laboratories	i. A schedule of the tenderers own/affiliated laboratories accredited to ISO/IEC 17025. – 5 marks ii. The tenderer should give the accreditation number, the accrediting body and scope of their accreditation. – 4 marks	9
8	Financial Strength	Audited financial accounts i. Current ratio for the last three (3) years: a. 2:1 and above for each of the three years – 6 marks b. Below 2:1 for each of the three years – 0 mark NB: 2 marks for each year with current ratio of 2:1	6
		Total Marks:	100

Each responsive bid with at least 70 marks out of a maximum 100 marks in the Technical Evaluation shall proceed to financial evaluation stage.



2.22.2 Criteria for Evaluation of Financial Proposals

The financial evaluation will be based on the royalty fees as per clause 2.11.2(c) above under Financial Evaluation

Note 1: Any percentage inspection fee below or above the allowable for routes A, B, C and D shall be deemed nonresponsive.

Note 2: Any Percentage royalty fee below the minimum of 35% shall be deemed nonresponsive.

Note 3: Any non-responsiveness in either the inspection and/or royalty fees shall render the entire financial bid nonresponsive

2.22.3 Determination of Successful tenderers

KEBS shall award the tender to the tenderer(s) that is (are) responsive to Technical and Financial bids with the highest royalty fee offer subject to a minimum of eight (8) tenderers.

SECTION III: GENERAL CONDITIONS OF CONTRACT**3.1 Definitions****3.1.1** In this contract the following terms shall be interpreted as indicated:

- a. —The contract means the agreement entered into between the Kenya Bureau of Standards 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 Kenya Bureau of Standards under the Contract.
- d. —The Kenya Bureau of Standards 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 superseded by provisions of other part of contract.

3.3 Standards

The services provided under this Contract shall conform to the standards mentioned in the schedule of requirements

3.4 Patent Right's

The tenderer shall indemnify the Kenya Bureau of Standards 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.



3.5 Performance Security

- 3.5.1** Within **thirty (30)** days of signing the contract, the successful tenderer shall furnish to the Kenya Bureau of Standards the performance security where applicable in the amount specified in Special Conditions of Contract.
- 3.5.2** The proceeds of the performance security shall be payable to the Kenya Bureau of Standards as compensation for any loss resulting from the tenderer's failure to complete its obligations under the contract.
- 3.5.3** The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the Kenya Bureau of Standards and shall be in the form of bank guarantee from an institution recognized in Kenya.
- 3.5.4** The performance security will be discharged by the Kenya Bureau of Standards 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.

3.6 Inspections and Tests

- 3.6.1** The Kenya Bureau of Standards or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Kenya Bureau of Standards shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.6.2** 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 Kenya Bureau of Standards.
- 3.6.3** Should any inspected or tested services fail to conform to the Specifications, the Kenya Bureau of Standards 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 Kenya Bureau of Standards.
- 3.6.4** Nothing in paragraph 3.6 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.7 Payment

- 3.7.1** The method and conditions of payment to be made to the tenderer under this contract shall be specified in SCC.

3.8 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 Kenya Bureau of Standards' 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.

3.9 Assignment

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

3.10 Termination for Default

The Kenya Bureau of Standards 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 Kenya Bureau of Standards.
- b. if the tenderer fails to perform any other obligation(s) under the Contract.
- c. if the tenderer, in the judgment of the Kenya Bureau of Standards has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the Kenya Bureau of Standards 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 Kenya Bureau of Standards for any excess costs for such similar services.

3.11 Termination for Insolvency

The Kenya Bureau of Standards may at any time 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 Kenya Bureau of Standards.

3.12 Termination for convenience

- 3.12.1** The Kenya Bureau of Standards 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 Kenya Bureau of Standards' 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 Resolution of disputes

- 3.13.1** The Kenya Bureau of Standards 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.
- 3.13.2** 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.

3.14 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.

3.15 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.

3.16 Applicable Law

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

3.17 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.

3.18 Foreign exchange rate

Where payment is being made in another currency other than the United States Dollar, the prevailing foreign exchange rates in the country of supply at the time of payment of the inspection fee shall apply.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract (GCC), 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:

Reference of general conditions of contract	Special condition of contract
3.1	<p>—FOB means Free on Board;</p> <p>—Foreign Currency means any currency other than the currency of the Republic of Kenya;</p> <p>—Government means the Government of Kenya;</p> <p>—Local Currency means the currency of the Republic of Kenya;</p> <p>—COC means Certificate of Conformity;</p> <p>—COI Certificate of Inspection</p> <p>—NCR means Non-Conformity Report;</p> <p>—Party means the Client or the Contractor, as the case may be, and —Parties means both of them;</p> <p>—Performance Security means the amount deposited by the contractor to guarantee the quality of the services as specified in clause 3.5 of the general condition.</p> <p>—Personnel means persons hired by the contractor or by any subcontractor whether or not as employees and assigned to the provision of the services and performance of the contractor's obligations set out herein or any part thereof;</p> <p>—Tender means the document submitted by the contractor to the client, detailing the contractor's abilities and plan for meeting the client's needs;</p> <p>—Subcontractor means any person or entity to whom/which the contractor subcontracts any part of the services in accordance with the provisions of clause 5.5 of schedule of requirements.</p> <p>—Third Party means any person or entity other than the client, the contractor or a subcontractor</p>



Kenya Bureau of Standards

	– WTO means World Trade Organization;
	– TBT means Technical Barriers to Trade; – ISO means International Organization for Standardization;
3.16 Applicable law	Laws of Kenya.
3.18 Notices	Managing Director Kenya Bureau of Standards P.O. Box 54974-00200 Popo Road Off Mombasa Road Behind Bellevue Cinema NAIROBI. Email: info@kebs.org and procurement@kebs.org
Bid security	Must submit a tender security of USD 200,000 valid for 210 days after the date of tender opening in form a bank guarantee from a registered and licensed bank
3.5.1 Performance security	Shall be USD 500,000 in form of a bank guarantee from a registered and licensed bank
3.6 inspection and tests	As in 3.6
3.7 Payment	As in 3.7
3.8 Price adjustment	As in 2.9.4 on instructions to tenderers

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 (30) days** after signing of the contract, the contractor shall place an irrevocable performance security in favor of the client for the amount of **United States Dollars 300,000** by instrument issued in United States Dollars by a recognized financial institution acceptable to the client, guaranteeing the fulfillment of their contractual obligations.

5.2 Inspection/Verification Services

5.2.1 The Contractor shall undertake consignment verification, certification, product registration or product licensing in line with the requirements outlined in the Route Procedures A, B C and D as described in this tender (*Description of services*) and any amendment thereto as shall be approved by KEBS.

5.2.2 Failure to provide services in a country where the tenderer has been contracted to provide the service shall attract a penalty equivalent to 15% CIF and a minimum of USD 5,000 for each instance the tenderer fails up to a maximum of 5 times. Solicitation by the tenderer of extra charges from the exporter/importer for cross border transport and accommodation of inspectors shall be construed as failure to provide services. Failure to provide services for more than 5 times within six months shall be deemed as a breach of contract. This shall not apply to countries where the parties have agreed in writing are undergoing a United Nations embargo or are under political strife.

5.2.3 Where applicable, as outlined in procedures for Route A, B C and D the Contractor shall, in liaison with the exporter, schedule and perform the physical inspection of goods within four (4) working days for sea bound shipments and one (1) working day for air freight upon receipt of the duly completed Request for Certification form and other relevant documentation from the exporter unless a later date is requested by the exporter in writing.

5.2.4 Failure to meet set timelines shall attract a penalty equivalent to ten times the verification fees charged or chargeable by the contractor.

5.2.5 Qualifying tenderer shall submit to KEBS, a list of exporters registered or licensed every month and the products registered or licensed together with surveillance inspection plans for each registration or license. Inspection selectivity shall be based on surveillance inspection plans submitted to KEBS by the contractor at the time of product registration or licensing. However, the frequency of inspections may be increased depending on the risk assessment conducted by the contractor.

5.2.6 Where testing is required, qualified tenderer shall identify appropriate samples directly from the consignment during physical inspection for delivery by the exporter to the contractor's own laboratories or any other approved laboratory by the exporter for testing.

5.2.7 Where a consignment has met all applicable requirements, the contractor shall issue an electronic certificate containing information and features as specified by KEBS within two (2) working days of

receipt of final documentation and meeting payment terms from the exporter/importer for sea bound cargo and one (1) working day for airfreight. PDF versions of the certificates shall be submitted to KEBS at the end of each month.

- 5.2.8 Where the exporter/importer desires a paper version of the certificate of conformity/certificate of inspection, the successful tenderer shall provide the paper certificate provided the certificate contains a means of verification of authenticity.
- 5.2.9 The Contractor shall issue a Non- Conformity Report (NCR) in the medium and format to be specified by the client where the verified consignment fails to comply with the standards, specifications or any requirement notified by the Client within two (2) working days of identifying the non-conformity for sea bound cargo and one (1) working day for airfreight.
- 5.2.10 Failure to meet set timelines with regard to issuance of CoC/Col/NCR shall attract a penalty equivalent to ten (10) times the verification fees charged or chargeable by the tenderer.
- 5.2.11 Failure to comply with set timelines for more than 5% of all consignments handled per month shall be deemed as a breach of contract.
- 5.2.12 Issuance of a COC/COI for non-conforming product(s) shall attract a penalty equivalent to ten (10) times the verification fees charged or chargeable by the contractor for the consignment in which such product is shipped.
- 5.2.13 The contractor shall in the course of their work done under this tender take into account any legal or regulatory requirements as notified by KEBS.
- 5.2.14 Issuance of a CoC to a consignment in disregard of such a notification shall attract a penalty of ten (10) times the fees charged or ought to be charged by the tenderer.
- 5.2.15 The tenderer must have an ICT system that is capable of fulfilling the following functions:
- i. Secure storage of data and information of Requests for certification (RFC), inspection reports, test reports, registration/licensing evaluation reports, certificates of conformity, certificates of inspection, non-conformity report and any documents used as criteria for certification.
 - ii. Maintain records with respect to conformity assessment activities undertaken under this tender and shall make records accessible to KEBS through an online system and real-time for seamless operations.
 - iii. Integration with KEBS or any other entity as authorized by KEBS to provide specified data relating to certifications undertaken by the successful tenderer in Text, Excel, JSON or XML format as often as specified by KEBS through Application Programming Interface (API) documentation.
- 5.2.16 Only documents accessed through the system shall be deemed as having been considered with regard to a certification decision by the tenderer.



- 5.2.17 Failure to provide any of the services listed in 5.2.15 over a continuous period exceeding one week shall be deemed as breach and may lead to termination of the contract for service at KEBS' discretion.
- 5.2.18 The Contractor shall provide information within their knowledge to KEBS regarding any violation of Kenya laws and illegal cargo bound for Kenya.
- 5.2.19 The Contractor shall cooperate with KEBS to facilitate monitoring of its conformity assessment activities provided under this tender and shall provide required information to KEBS to facilitate such monitoring.
- 5.2.23 KEBS shall schedule annual operational audits as part of monitoring and evaluation of the implementation PVoC Program in up to four countries and annual financial audit at the tenderer's financial reporting center. The first audit shall be within six (6) months after commencement of service and subsequent audits will take place on such dates as will be specified by KEBS subject to issuance of a minimum of thirty (30) days' written notice to the successful tenderer. This exercise will be funded by KEBS
- 5.2.24 At the discretion of KEBS, failure to cooperate with audit requirement may lead to termination of the contract.
- 5.2.25 The Contractor shall seal full load containers upon inspection as notified by KEBS. The seal number(s) and container number(s) shall be indicated in the Certificate of Conformity or Certificate of Inspection.
- 5.2.26 Failure to seal a container as notified by KEBS shall attract a penalty of 10 times the fees charged or ought to be charged by the tenderer.
- 5.2.27 The Contractor shall implement an effective risk-management system to support certification services provided. The system should enable profiling of risks associated with shipments and provide sufficient controls to mitigate against the risks.

5.3 Use of Standards

- 5.3.1 The Contractor shall acquire the current editions of Kenya Standards on product requirements and test methods through direct purchase or subscription to KEBS Information Resource Center. Acquisition of the relevant Kenya standard is a pre-requisite for certification of any product.
- 5.3.2 The Contractor shall certify a product for which a Kenya Standard exists only after conformity to the Kenya standard has been demonstrated.
- 5.3.3 For products without Kenya Standards, the Contractor will apply available specification in the following order:
- i. International Standard,
 - ii. National/regional standards applicable in the country of manufacture,
 - iii. Manufacturer's specifications.



Where the manufacturers are used, they shall be submitted as part of the quality documents and presented to KEBS upon request.

5.3.4 Failure to apply the standards as approved by the KEBS shall attract a penalty equivalent to ten (10) times the fees charged or ought to be charged for the consignment in which the product is shipped.

5.4 Inspection fees

The contractor shall require exporters to pay inspection fees as approved by KEBS. Charging below or above the approved fees constitutes a breach of contract and may lead to its termination at the discretion of KEBS.

5.4 Remittances to KEBS

5.4.1 The contractor shall ensure that the royalties equivalent to a minimum of 35% of the fees charged by the contractor or its agents for services provided under this tender except the charges specifically excluded herein are remitted to the client on monthly basis within fourteen (14) days of the subsequent month.

5.5 Subcontracting of PVoC Services

5.5.1 Testing services may be subcontracted to any of the following laboratories;

- i. ISO/IEC accredited laboratories
- ii. Government owned laboratories
- iii. Manufacturer's own laboratory provided the manufacturer has a valid QMS certification

5.5.2 The Contractor may subcontract physical inspection in other countries but not those listed in Annex 6, provided the Contractor provides evidence that the body subcontracted has the requisite qualifications specified in this tender to do so.

5.5.3 The contractor shall not terminate any subcontractors submitted for evaluation (under clause 5.5.2) leading to award of tender without prior notification to KEBS who shall give consent in writing after evaluating the suitability of the replacement.

5.5.4 The contractor shall not engage services of a new subcontractor without consent from KEBS. The contractor shall meet the cost of evaluation of any subcontractor whose service they intend to engage.

5.6 Personnel

5.6.1 The Contractor shall engage qualified personnel to carry out the services under this tender.

5.6.2 The contractor shall not replace any supervisory staff whose details have been submitted for evaluation leading to award of tender without prior notification to KEBS who shall give consent in writing after evaluating the suitability of the replacement.



- 5.7 The contractor shall be required to establish an operational office in Kenya within six (6) months from the date of commencement of the contract.
- 5.8 **Performance of the contractor**
- 5.8.1 The performance of the contractor shall be reviewed annually to ascertain the position of conformity to the contract. This shall be guided by annual reports and compliance to conditions of the contract.
- 5.8.2 The results of this review shall be discussed with the contractor and may lead to:
- i. Warning.
 - ii. Suspension of part or whole of services being provided for a specified period to allow necessary corrective actions.
 - iii. Termination of the contract
- 5.8.3 Notwithstanding any provisions specified in this tender, the performance level attained by the contractor while servicing this tender will be taken into account in awarding similar works in future.

SECTION VI: DESCRIPTION OF SERVICES**6.1 General Information****6.1.1 Introduction**

Pre-Export Verification of Conformity (PVoC) is a conformity assessment programme to certify that products imported into Kenya comply with the applicable Kenya Standards, approved specifications and/or technical regulations before shipment.

Under PVoC regime, products to be imported shall undergo verification and/or testing at country of supply (Exporting) and a Certificate of Conformity or Certificate of Inspection (CoC or Col) issued demonstrating that the products meet the applicable standards and regulations. Where the products fail to meet the approved specifications, a Nonconformity Report (NCR) shall be issued and such goods shall not be allowed for importation into Kenya.

The conformity assessment elements undertaken in PVoC include but are not limited to physical inspection prior to shipment, sampling, testing and analysis in accredited or approved laboratories, audit of production processes and systems, and documentary check of conformity to regulations and overall assessment of conformity to specifications.

The purpose of this tender is to recruit qualified companies (— Contractors) to provide Pre-Export Verification of Conformity to Standards on behalf of the Kenya Bureau of Standards (— The Client).

6.2 Determination of Conformity of Products to Standards

6.2.1 Certification services shall be provided for all products except those exempted as outlined in the PVoC manual available for download at www.kebs.org.

Tenderers are notified that KEBS reserves the right to amend the scope of products at any time during the term when services under this contract are being provided.

6.2.2 Each shipment of goods or products subject to PVoC shall be accompanied by a Certificate of Conformity (CoC) or Certificate of Inspection (Col). The methods employed for achieving these requirements vary according to the nature of product, and the level of risk inherent in the shipment.

6.2.3 The Kenya Bureau of Standards has determined four routes that shall be applied as appropriate conformity assessment procedures for product subject to PVoC, according to type, risk and effect on the health and safety, and environmental protection. The routes are:

Route A: (Inspection and testing) *this is for high-risk products.*

Route B: (product registration and surveillance)

This is based on supplier's ability to consistently meet the quality requirements.

Route C: (Licensing and surveillance)

This route is open for manufacturers at the country of supply

Route D: (Inspection and verification of consolidated goods)



Kenya Bureau of Standards

This route is strictly for KEBS registered consolidators.

The four routes of certification/ verification are part and parcel of this tender and are appended as Annex 1, Annex 2, Annex 3 and Annex 4 respectively.



SECTION VII: STANDARD FORMS

- 1) Tender Form
- 2) Confidential Questionnaire Form
- 3) Tender Security Form
- 4) Performance Security Form
- 5) Award Notification
- 6) Contract Form
- 7) Letter of Notification of Award
- 8) Self-Declaration Form the person/tenderer is not debarred in the matters of public procurement and asset disposal act, 2015
- 9) Self-Declaration Form the person/tenderer will not engage in any corrupt or fraudulent practice



Kenya Bureau of Standards

TENDER FORM

Date _____

Tender No. _____

To.....

.....[Name and address of Kenya Bureau of Standards]

Gentlemen and/or Ladies:

1. Having examined the Tender documents including addenda Nos.....[Insert numbers] which is hereby duly acknowledged, we, the undersigned, offer to provide
.....
.....[description of services] in conformity with the said tender documents for the sum of[total amount in words and figures]
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 Performance Security in a sum equivalent to **USD 300,000**, in the form prescribed by Kenya Bureau of standards.
4. We agree to abide by this Tender for period of **180 days** from the date fixed for tender opening in 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 _____



Kenya Bureau of Standards

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 applied 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 – USD.
Name of your bankers
Branch

Part 2 (a) – Sole Proprietor
Your name in full.....Age.....
Nationality.....Country of Origin.....
Citizenship details.....
Part 2 (b) – Partnership
Given details of partners as follows
Name Nationality Citizenship details Shares
1.
2.
3.
4.
Part 2 (c) – Registered Company
Private or Public
State the nominal and issued capital of company Nominal USD.
Issued USD.
Given details of all directors as follows:
Name Nationality Citizenship details Shares
1.
2.
3.
4.
Date.....Signature of Candidate.....



Kenya Bureau of Standards

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]

KNOW ALL PEOPLE by these presents that WE.....

Of.....having registered office at.....

Hereinafter called —the Bank) are bound unto Kenya Bureau of Standards in the sum offor which payment well and truly to be made to the said Kenya Bureau of Standards, 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 Kenya Bureau of Standards 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 Kenya Bureau of Standards up to the above amount upon receipt of its first written demand, without the Kenya Bureau of Standards having to substantiate its demand, provided that in its demand the Kenya Bureau of Standards 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)



Kenya Bureau of Standards

PERFORMANCE SECURITY FORM

To: Kenya Bureau of Standards

WHEREAS.....[name of tenderer]

(hereinafter called —the tendererII) has undertaken, in pursuance of Contract No. _____ [reference number of the contract]
dated _____ 20____ to

supply.....

[Description of services](Hereinafter called —the contractII)

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)



Kenya Bureau of Standards

LETTER OF NOTIFICATION OF AWARD

Address of Kenya Bureau of Standards

To: _____

RE:TendeNo._____

TendeName_____

This is to notify that the contract stated below under the above mentioned Tender has 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



CONTRACT FORM

THIS AGREEMENT made the _____ day of [month], [year] between [name] of Procurement entity] of [country of Procurement entity] (hereinafter called —the Procuring entityII) of the one part and [name of tenderer] of [city and country of tenderer] (hereinafter called —the tendererII) of the other part:

WHEREAS the Procuring entity invited tenders for the PVOC services and has accepted a tender by the tenderer for the supply of the services in the sum of _____ [contract price in words in figures] (hereinafter called —the Contract Pricell).

NOW THIS AGREEMENT WITNESSTH 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 Details of PVOC services
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring Entity's Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the PVOC services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the services 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 Procuring entity)

Signed, sealed, delivered by _____ the _____ (for the tenderer) in the presence of _____

ANNEXES

ANNEX 1: ROUTE A: CONSIGNMENT CERTIFICATION

1.0 Introduction

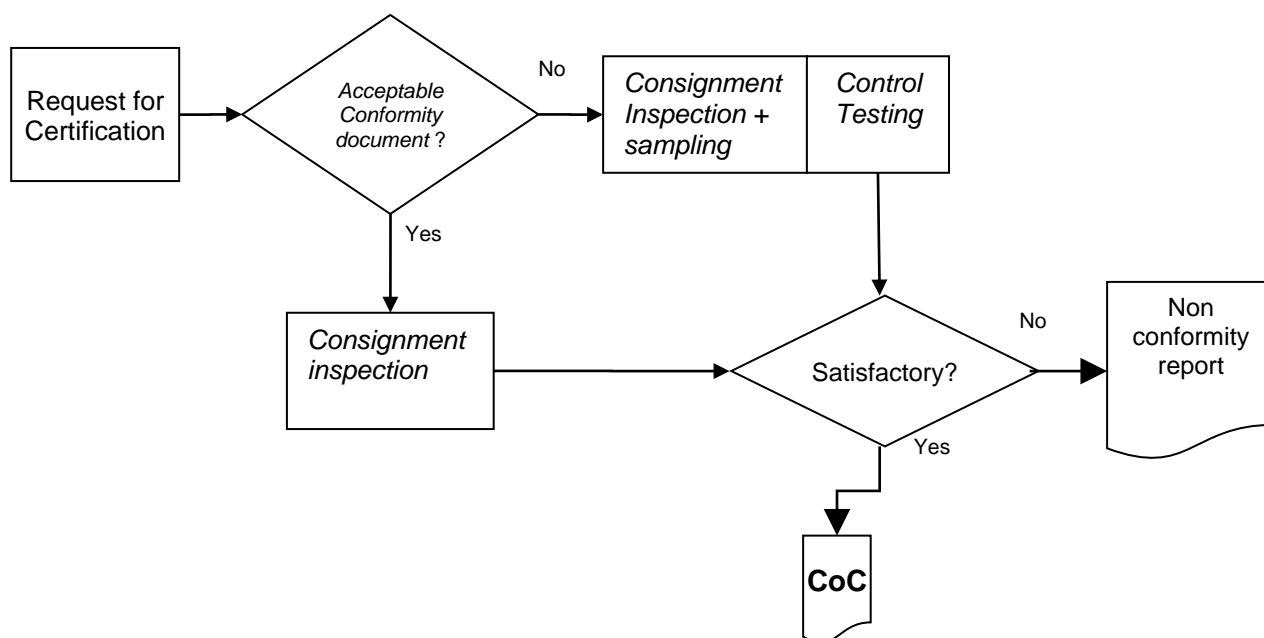
This route is open to any trade party, shipments or products.

This procedure is based on the CBCA (Consignment Based Conformity Assessment) Code of Practice of IFIA (International Federation of Inspection Agencies). Arrangements have been made in accordance with PVOC objectives and Kenyan trade configuration.

Under Route A, products to be shipped shall have to be

- control tested or provided with *acceptable conformity document* and
- physically inspected to demonstrate conformity to *applicable standard(s)*

The certification process under Route A is as outlined below;



2.0 Submission of Request for Certification (RFC) by the Exporter

The exporter shall complete and submit RFC form to the respective PVoC Partner's office together with the following information/documentation;

- Unique Consignment Reference -UCR Number (mandatory)
- Proforma/commercial invoice (mandatory)
- Packing list (mandatory)
- Import Declaration Form (IDF) – (where applicable)
- Copy of product technical specification from the manufacturer (if available)

- vi. Manual/ operating instructions (*where applicable*) The manual/instruction shall include English or Swahili translation
- vii. Production data (i.e. Batch size and number, Name of manufacturer, Date of manufacture/expiry, manufacturer's certificates – *where applicable*)
- viii. QMS Certificates (*if available*) ix. Distributorship/Dealership agreements- *if available* (only applicable to manufacturer authorized distributors/ Dealers)
- x. Test reports traceable to the goods being shipped, (*if available*)

3.0 Review of RFC/ Documentation by the PVoC Partner.

The PVoC Partner shall review the documentation for completeness and to;

- i. Establish the *applicable Standard* and related *essential requirements*
- ii. Review provided conformity documents (if any) for each line item to define whether they are acceptable or not.
- iii. Prepare inspection Instructions and testing instructions with due regard to the requirements of the relevant standards.

4.0 Consignment Inspection

The inspection shall be carried out as per the instruction prepared under 3.0 (iv) above.

5.0 Consignment Testing

When *control testing* is required, samples shall be selected during consignment inspection and forwarded to the laboratory that will perform the tests.

Note: Samples shall be drawn and forwarded to testing laboratory by PVoC Partners.

6.0 Issuance of the Final Certification Documentation (Certification Decision) by the PVoC Partner

The PVoC Partner shall take a certification decision and issue Certificate of Conformity or a Non Conformity Report based on the inspection and test reports.

To avoid post issuance amendments of the COC, the PVoC agent shall send to the owner a copy of the draft certificate for confirmation of its correctness with regard to shipment identification, goods description, quantities and values.

Notes: *Where testing has to be carried out, the final decision on conformity of goods will be taken no earlier than completion of testing.*

ANNEX 2: PROCEDURE FOR REGISTRATION AND CERTIFICATION OF REGISTERED GOODS
“ROUTE B”**1.0 Introduction**

Registration (Route B) offers a fast track certification process for exporters who have demonstrated compliance to the PVOC program and who export goods having reasonable and consistent levels of conformity through registration of such products by the PVoC agent.

Product registration is recommended to Exporters having frequent shipments.

During preparation of the procedure, reference was made to the following document:

International federation of Inspection Agencies (IFIA) Code of Practice for Consignment Based Conformity Assessment Services, May 2012

Acknowledgement is hereby made for assistance derived from this source

Note:

The following products are not eligible for registration under Route B (i.e. are only subject to certification under Route A only):

1. Sugar
2. Cereals and pulses such as rice, wheat, beans, maize etc.,
3. Fertilizer
4. Animal and Fishery products (fresh and frozen- not further processed),
5. Fresh dairy products
6. Fresh horticultural produce
7. Used or second hand goods

2.0 Registration Process**2.1 Submission of Application Form for Registration to PVoC Agent by the Exporter**

Exporters (i.e. Trader or Manufacturer) seeking registration of their products under the PVoC Programme shall fill and submit to the PVoC Agent the Registration Application Form (available on the website) together with the following documentation:

- i. Copy of product technical specification – from the manufacturer (if available)
- ii. Manual/ operating instructions (where applicable)
- iii. QMS Certificates (mandatory)
- iv. Distributorship/ Dealership agreements- if available (only applicable to manufacturer authorized distributors/ dealers)
- v. Test reports, and Certificate of Conformity for same goods previously shipped to Kenya under the PVOC program- (*Mandatory*)

Note: Traders dealing in branded goods shall provide evidence of their relationship with The Original Equipment Manufacturer (OEM)

2.2 Review of Registration Application by the PVoC Agent PVoC Agent shall;

Perform a review of the test reports and the certificate of conformity. At least one (1) previous shipment of same product(s) MUST have been subjected to control testing by any of the PVOC Partners and complied. Where they are none, then the Partner shall undertake control testing of the product(s) in accordance with the applicable product standards

On successful review of registration application, a statement of registration (SoR) is issued for the products and is valid for 1 year (upon payment of the applicable fees).

3.0 Monitoring of Registered Goods by PVoC Agent

The PVoC agent shall draw a monitoring plan for all the products listed in a SoR and submit the plan to KEBS in an agreed format.

Monitoring shall be carried out as detailed in the surveillance monitoring plan for registered products throughout the validity period of the registration.

4.0 Suspension of a registration for a product

4.1 The registration may be suspended for a limited period in the following cases:

1. If product nonconformity is detected of such a nature that immediate withdrawal is not necessary
2. If the exporter contravenes the terms of the registration
3. If the manufacturer notifies the agent of intention to suspend or suspends production of the affected product for a limited time

4.2 The agent shall on suspension of a registration notify KEBS PVOC office. Products under a suspended registration shall be certified in line with the procedure for –Route All certification.

5.0 Withdrawal (cancellation) of a Registration

5.1 The registration may withdraw in the following cases:

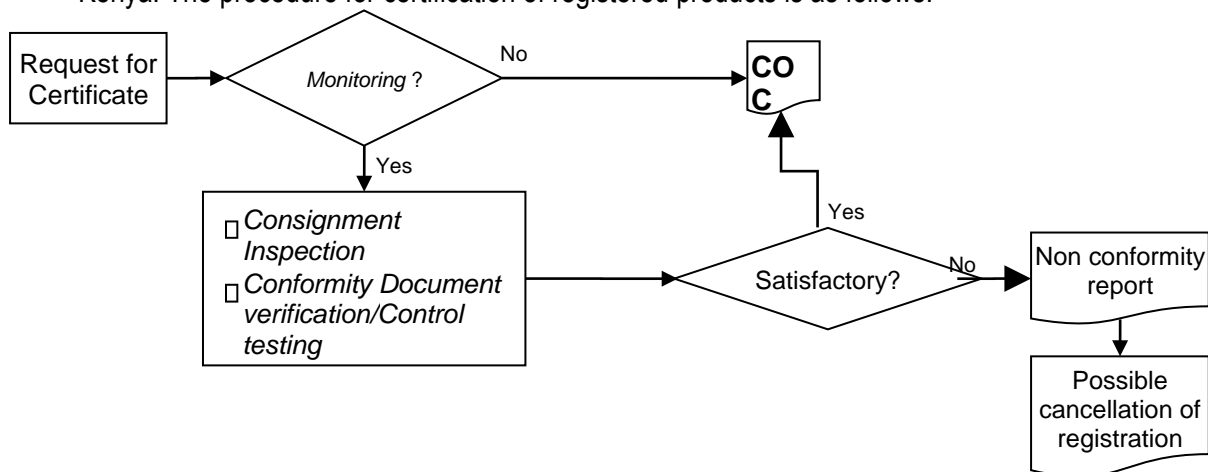
1. If a product nonconformity is detected
2. If the exporter contravenes the terms of the registration agreement
3. If the exporter fails to take adequate corrective measures after suspension of the registration
4. If the manufacturer notifies the agent of intention to suspend or suspends production of the affected product for a limited time.
5. Voluntary discontinuation by the exporter

6. Change in production process, brand ownership or product requirements that makes it impossible to ensure continued conformity.

5.2 The agent shall on withdrawal of a registration notify KEBS. Products under a suspended registration shall cease to be designated as such and shipments shall be treated under route A.

6.0 Certification Process for Registered Products

Shipments of registered products require Certificate of Conformity in order to be permitted into Kenya. The procedure for certification of registered products is as follows:



6.1 Submission of Request for Certification (RFC)

The exporter shall fill and submit the RFC the PVoC Agent along with the following documentation/information;

- i. Valid Statement of Registration.
- ii. Unique Consignment Reference number (*mandatory*)
- iii. Proforma invoice/ Commercial Invoice and packing list.
- iv. Import Declaration Form (*where applicable*)

The concerned PVoC Agent shall review the documentations with a view to establishing the validity of the Statement of Registration and decide whether monitoring for the shipment based on their submitted monitoring plan.

Where monitoring is required, the PVoC agent shall inspect and test/review test reports for the registered products to determine if conformity to quality requirements is being maintained.

6.2 Issuance of the Certificate of Conformity (CoC) or Non-Conformity Report (NCR)

Upon completion of the monitoring (if any) and submission of final invoice, the PVoC agent shall issue a CoC or a NCR.



Kenya Bureau of Standards

To avoid post issuance amendments of the COC, the PVoC agent shall send to the owner a copy of the draft certificate for confirmation of its correctness with regard to shipment identification, goods description, quantities and values.

ANNEX 3: PROCEDURE FOR LICENSING AND CERTIFICATION OF LICENSED CONSIGNMENTS “ROUTE C”

1.0 Introduction

Licensing (Route C) offers a fast track certification process for manufacturers who have a compliant and appropriate quality management system in place.

During preparation of the procedure, reference was made to the following document:

International federation of Inspection Agencies (IFIA) Code of Practice for Consignment Based Conformity Assessment Services, May 2012

ISO/IEC Guide 28:2004

Acknowledgement is hereby made for assistance derived from these sources.

1.1 Licensing Criteria

- a) Be the manufacturer of the products (or the official representative of the manufacturer)
- b) Have a compliant quality management system implemented at factory level (shall include all production sites authorized to manufacture the products). This shall be demonstrated by at least one of the following conditions:
 - Have a valid certification issued by an accredited body. Following certifications are acceptable: ISO 9001, ISO/TS 16949, HACCP, ISO22000, ISO13485 and the like.
 - Manufacture products certified to safety standards, be authorized to affix a safety certification mark on these products and have its factories periodically inspected for these certification marks (last factory inspection report to be provided with certificates related to the products).

Note:

The following products (commodities) are not eligible for licensing under Route C (i.e. are only subject to certification under Route A only):

- 8. Sugar
- 9. Cereals and pulses such as rice, wheat, beans, maize etc,
- 10. Fertilizer
- 11. Animal and Fishery products (fresh and frozen- not further processed),
- 12. Fresh dairy products
- 13. Fresh horticultural produce
- 14. Used or second hand goods

On successful review of licensing application, a statement/notification of licensing is issued for the products and is valid for 1 year (upon payment of the applicable fees).

2.0 Licensing Process

2.1 *Submission of Application Form for Licensing*

Applications for product licensing shall be submitted by the product manufacturer (or the official representative of the manufacturer) . The application shall be accompanied by the necessary supporting documents-test reports and the manufacturer's quality system documentation.

2.2 *Review of Licensing Application by the PVoC Partner* PVoC

Partner shall:

- (a) Perform a review of the manufacturer's quality management system documentation and communicate the review outcome to the manufacturer within 4 working days.
- (b) The PVoC Partner shall conduct an assessment of the production process
- (c) Perform a review of the test reports submitted but where they are not submitted or are inadequate the partner shall undertake testing of the product in accordance with the applicable product standard.

2.4 *Licensing Decision*

After the review of the application, the PVoC partner shall in case of satisfactory results, grant the manufacturer a Statement of Licensing (SoL). The SoL shall be valid for a period of one (1) year, upon payment of applicable fees. If the manufacturer does not meet the criteria for licensing the Partner shall communicate the non-conformities to the manufacturer.

3.0 Monitoring of Licensed Goods

3.1. Annual Audits

The PVoC Partner shall conduct an annual audit of the manufacturing process and review the quality management system for licensed products. Audit schedule for each licensed product(s) shall be submitted to KEBS together with SoL immediately after licensing.

3.2. Surveillance Inspection

Surveillance inspection plan with at least 2 surveillance inspections being scheduled during the validity period of the license shall be prepared and shared with KEBS. Surveillance Inspection shall be carried out as detailed in the surveillance plan.

4.0 Suspension of a license for a product

4.1 The license may be suspended for a limited period in the following cases:

- 4. If product nonconformity is detected of such a nature that immediate withdrawal is not necessary
- 5. If the licensee misuses the ISM through misleading advertisements and does not undertake the necessary corrective actions when required to do so
- 6. If the licensee contravenes the terms of the license
- 7. If the manufacturer notifies the partner of intention to suspend or suspends production of the affected product for a limited time

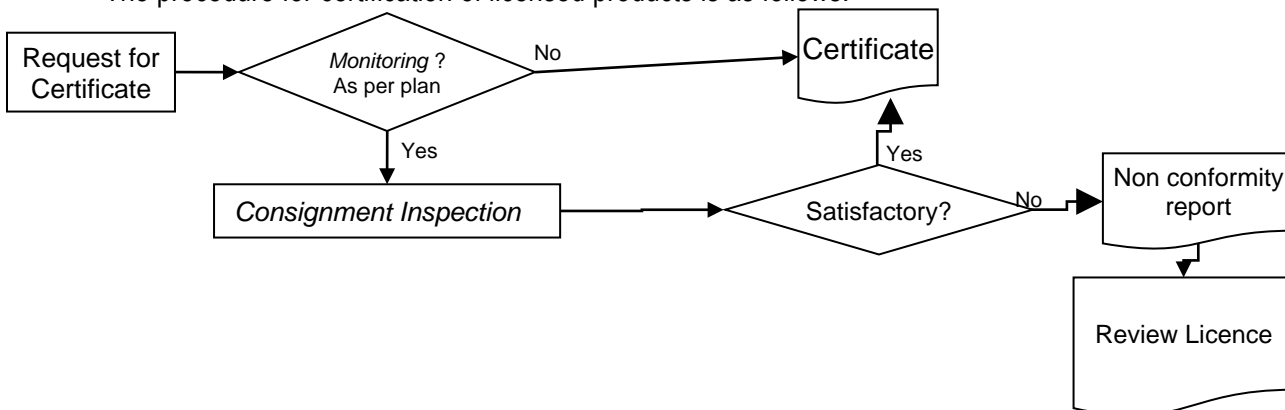
- 4.2 The partner shall on suspension of a license notify KEBS PVOC office. Products under a suspended license shall be certified in line with the procedure for —Route All certification and the licensee will be prohibited from applying the ISM for the duration of the suspension.

5.0 Withdrawal (cancellation) of a License

- 5.1 The license may withdraw in the following cases:
7. If a product nonconformity of a serious nature is detected
 8. If the licensee contravenes the terms of the license agreement
 9. If the licensee fails to take adequate corrective measures after suspension of the license
 10. If the manufacturer notifies the partner of intention to suspend or suspends production of the affected product for a limited time
 11. Voluntary discontinuation by the licensee
 12. Change in production process, brand ownership or product requirements that makes it impossible to ensure conformity.
- 5.2 The partner shall on withdrawal of a license notify KEBS. Products under a suspended/withdrawn license shall cease to be designated as such and shall be treated as Route A shipments.

6.0 Certification Process for Licensed Products

Shipments of licensed products require Certificate of Conformity in order to be permitted into Kenya. The procedure for certification of licensed products is as follows:



6.1 Submission of Request for Certification (RFC)

The exporter shall fill and submit the RFC (available on the website) at least 4 days before shipment to any PVoC Partner along with the following documentations;

- I. Valid Statement of Licensing.
- II. Proforma invoice and where applicable Import Declaration form (IDF) III. Unique Consignment Reference Number (UCR)



The PVoC Partner shall review the documentation with a view to establishing the validity of the Statement of Licensing and decide whether monitoring will be performed or not on this shipment.

6.2 *Consignment/ Shipment monitoring by PVoC Partner*

This step shall be performed as per scheduled surveillance monitoring schedule.

Under the monitoring, consignment inspection is carried out on products having acceptable conformity documents.

PVOC partner may also request control testing and/or conformity document review when a specific doubt is identified.

6.3 *Step 3: Issuance of the Certificate of Conformity (CoC) or Non-Conformity Report (NCR)*

Upon completion of the monitoring (if any), and submission of final invoice, the PVoC Partner shall issue CoC or NCR.

ANNEX 4: INSPECTION OF CONSOLIDATED CARGO IMPORTS ROUTE D**1.0 PURPOSE**

The purpose of this procedure is to ensure that consolidated cargo are inspected and issued with Certificates of Conformity before shipment into Kenya.

2.0 SCOPE

This procedure shall apply to consolidated cargo imported through all entry points in Kenya manned by KEBS and KRA.

3.0 TERMINOLOGY**3.1 Definition of terms used**

For the purpose of this procedure the following terms shall be applied in addition to those already defined in KEBS QM and Inspection Manual.

3.1.1 Inspection:

Is examination of a product design, product, service, process or plant, and determination of their conformity with specific requirements or, on the basis of professional judgment, with general requirements.

3.1.2 Consolidated cargo:

Is Cargo containing a wide range of products or merchandise generally in small quantities or parcels belonging to several consignees who have pooled or assembled together their parcels to form one consignment which may be declared as belonging to one importer at the port of destination or de-consolidated back into the original individual consignments for delivery to the respective cargo owners upon arrival at destination port. For purposes of this procedure a consolidated cargo shall contain not less than 3 different products/ brands.

Note:

These types of products are obtained from different suppliers often without quality documentation.

3.1.3 Consolidator

An individual or firm who brings together separate items from different individuals or sources into a one consignment for importation.

3.1.4 High risk products

Products that are subject to potential danger or hazard that have a bearing on health, safety and environment.

3.1.5 Low risks products

Products that by nature are considered not to cause potential danger or hazard on health, safety and environment.

3.1.6 Joint Vetting Committee:

There shall be a Joint Committee comprising of KRA and KEBS officials who are mandated to process applications for registration of consolidators and to oversee the effective implementation of these guidelines

3.2 Abbreviations and acronyms

- 3.2.1 KEBS - Kenya Bureau of Standards
- 3.2.2 KRA –Kenya Revenue Authority
- 3.2.3 DI- QA & I- Director Quality Assurance and Inspection
- 3.2.4 FMR - Functional Management Representative
- 3.2.5 HOD INS – Head of Department, Inspection
- 3.2.6 INS-O – Inspection Officer
- 3.2.7 OIC – Officer In-Charge of Station/PVoC
- 3.2.8 CoC- Certificate of Conformity
- 3.2.9 COI – Certificate of Inspection
- 3.2.10 NCR- Non Conformity Report
- 3.2.11 ISO- International Organization for Standardization
- 3.2.12 IEC- International Electro Technical Commission.
- 3.2.13 CIF Cost Insurance and Freight (value of goods).
- 3.2.14 CVG- Conformity Verification Guidelines

4.0 REFERENCES

This procedure makes reference to the following documents, which form part of the QMS documentation

- 4.1 ISO 9001:2015, Quality Management Systems-requirements
- 4.2 ISO/IEC 17020:2012 Conformity assessment – Requirements for the operation of various types of bodies performing inspection
- 4.3 ISO/IEC 17000:2004 Conformity assessment - Vocabulary and general principles
- 4.4 The Standards Act Cap 496, Laws of Kenya
- 4.5 Legal Notice Number 78 of 2020 CAP 496, Laws of Kenya

5.0 PRINCIPAL RESPONSIBILITIES

- 5.1 DI- QA& I – shall be responsible for the authorization and implementation of this procedure.
- 5.2 HOD - Inspection shall be responsible for the implementation and maintenance of this procedure.
- 5.3 FMR shall be responsible for maintenance and adequacy of this procedure.

6.0 PROCEDURE DETAILS

6.1 PART ONE – REGISTRATION AND FOR OPERATION AS A CONSOLIDATOR

6.1.1 *Conditions for Operation as a Consolidator*

0.1.1.1 To operate as a consolidator under these guidelines one must be registered as a consolidator by the Joint Committee.

0.1.1.2 To be registered as a consolidator one must fulfill the following requirements.

- (i.) The consolidator must be licensed to do business in the country of export
- (ii.) The consolidator must have access to a warehouse in the country of origin or export which fulfills the requirement given under clause 6.1.2 where goods shall be kept in preparation for inspection and shipment.

0.1.1.3 Anyone wishing to be registered as a consolidator shall apply to the Joint Committee using the application form attached as Annex 1 and shall give the following information:

- (i.) The name of the consolidator
- (ii.) Contact information: physical address, telephone number and email address.
- (iii.) Contact person
- (iv.) Physical address of the warehouse.

6.1.2 *Conditions for approval of the warehouse*

6.1.2.1 The warehouse shall meet the following conditions to be approved for use under these guidelines:

- (i.) The warehouse shall have adequate area to enable the inspector access any part of the consignment with ease.
- (ii.) The premises shall be well secured and have adequate lighting.
- (iii.) The warehouse shall have sanitation facilities.
- (iv.) The warehouse shall have weighing scales, measures, and other facilities, for examining and taking account of goods and for securing them as an inspector may require.

6.1.3 Certificate of registration as a consolidator

Where the location and condition of the warehouse are deemed to be suitable for the holding goods pending inspection, Registration Certificate shall be issued. The certificate of registration is not transferrable.

6.1.4 Conditions for Operation of Warehouses

- 6.1.4.1 The consolidator shall maintain a record of all goods in the warehouse and shall avail such records for examination by an Inspector when required;
- 6.1.4.2 The consolidator shall stack and arrange the goods in the warehouse so as to permit reasonable access by the inspector to every package at all times
- 6.1.4.3 The consolidator shall provide all necessary labor and materials for examining, marking, weighing, and taking stock, of the warehoused goods whenever an inspector so requires.
- 6.1.4.4 The consolidator shall not remove or substitute goods which have been inspected and marked so without obtaining the permission of the inspector.
- 6.1.4.5 An inspector shall have unfettered access to the warehouse premises and to inspect any goods and documents relating to goods stored in the warehouse. After inspection the consolidator shall electronically submit to KEBS and KRA the packing list prior to the arrival of the goods.

6.2 PART TWO CERTIFICATION OF CONSOLIDATED GOODS**6.2.1 Inspection by the PVOC Agents in The Country of Supply**

- 6.2.1.1 KEBS shall compile and circulate to PVOC Agents a list of products considered to be high risk.
- 6.2.1.2 The consolidators shall apply for certification and submit the packing list and commercial invoice to PVOC agent at least forty-eight (48) hours before inspection.
- 6.2.1.3 The packing list shall contain proper product description, brand name, Model, Quantity, Origin and Value supported by attached copy of the vendor's invoice. It must also contain the importer contacts, PIN and ID/ Passport details. The packing list should also give the identity of the owners of the individual packages.
- 6.2.1.4 The PVOC agents shall assign the required number of inspectors to the consolidation points to undertake inspection.
- 6.2.1.5 The inspector(s) shall carry physical inspection as provided in the Conformity Verification Guidelines and identify any high risk products in the consignment based on the list circulated by KEBS.
- 6.2.1.6 The inspectors shall in addition confirm the actual quantities as per the packing list and have this documented as part of the report to be forwarded to KEBS.
- 6.2.1.7 The PVoC agent may, upon agreement with the consolidator, subject high risk products identified in Clause 6.2.4 to tests before issuance of CoI. Where testing is not done, the PVoC agent shall issue a CoC with a clear indication of the high risk products to be targeted for testing in Kenya by KEBS.

- 6.2.1.8 The PVoC agent shall ensure that all Container- load consolidated cargo is sealed and seal numbers indicated in the Col. For air shipment no sealing shall be done, however appropriate marks and numbers shall be applied on packages as an indication that the goods were inspected.
- 6.2.1.9 The PVoC agent shall issue a Col in the format provided as Annex 3 within 24 hours after receipt of IDF from the consolidator and final review of inspection reports. Goods issued with NCR should not be shipped.
- 6.2.1.10 The consolidator shall pay the PVoC partner inspection fees as per the prevailing rates before being issued with a Col.
- 6.2.1.11 PVoC agents shall ensure that item(s) and corresponding quantities and values are clearly indicated in the Col/NCR. The Col/ NCR shall be availed to KEBS in both pdf and text files for use in destination clearance purposes.
- 6.2.1.12 The PVoC agent shall transmit the COI data to designated addresses at KEBS and KRA at least 1 day before the arrival of the cargo.

6.2.2 Destination Inspection and Clearance of consolidated Goods at the Port of Destination in Kenya by KEBS and KRA

- 6.2.2.1 After receipt and examination of the import documents as per INS/OP/01, the INS-O shall target consignments/items/products to be inspected/ verified and have them uniquely identified and placed in a designated area.
- 6.2.2.2 Imported goods shall undergo the normal Customs formalities and verification on arrival.
- 6.2.2.3 Goods identified as high risk by the PVoC Partner in the Col shall be sampled for test at fee equivalent to 0.5% of customs value (CIF Value) of the consignment or Kshs. 25,000/- per product sampled whichever is higher.
- 6.2.2.4 Low risk goods meeting requirements of CVG and accompanied with Col, shall be released by INS-O within a day.
- 6.2.2.5 High risk goods targeted for test at destination shall be deposited at the Customs warehouse at the point of entry until satisfactory test report is issued by KEBS.
- 6.2.2.6 Where high risk goods subjected to destination test fail to conform to Kenya standards or approved specifications in critical parameters (see QAS/OP/09/L1), they shall be rejected by the INS-O in consultation with OIC in accordance with INS/OP/04. Such goods shall be re-shipped or destroyed at a cost to the consolidator.
- 6.2.2.7 Where goods subjected to destination inspection fail to comply with Kenya Standards or approved specifications in non-critical parameters they shall be subjected to rectification/rework as applicable.

6.3 PART 3 - SANCTIONS FOR CONTRAVENTION OF CONDITIONS OF CONSOLIDATION

6.3.1 A consolidator who uses, or permits to be used, his or her warehouse in contravention of any of the terms of his or her registration commits breaches to the terms of this registration and shall be liable for any sanctions up to and including the following;

1. Temporary suspension from operating under these guidelines
2. Deregistration as a consolidator

6.3.2 A consolidator who imports prohibited or concealed goods commits an offence and shall be liable to penalties stipulated under various relevant Acts administered in Kenya.

6.3.3 A person who violates any import regulations in force in Kenya or in any matter relating to Customs, makes any entry, a declaration, certificate, application or other document, which is false or in correct in any particular, commits an offence and shall be liable to penalties and sanctions stipulated under the East African Community Customs Management Act, 2004.

6.3.4 A Consolidator/importer who imports substandard goods not meeting the requirements of the standards commits an offence. The substandard goods shall be rejected and the consolidator dealt with in line with provision of the Standards Act Cap 496 Laws of Kenya.

7.0 KEY PERFORMANCE INDICATORS

Key Performance Indicator	Measure	Responsibility
Submission of the packing list and commercial invoice to PVOC partners	2 days before inspection.	Consolidator
Issuance of CoC/NCR after a successful inspection	1 day	PVOC partner
Inspection of goods with COC (at destination)	1 working day	INS-O
Transmission of COI data	1 day	PVOC Agent



APPENDICES

**APPENDIX 1: APPLICATION FOR REGISTRATION FORM
APPLICATION FOR REGISTRATION AS A CONSOLIDATOR**

PART I: CONSOLIDATOR'S DETAILS

COMPANY NAME: _____

PIN: _____

ADDRESS: _____

PHYSICAL LOCATION: _____

TELEPHONE: _____ E-MAIL: _____

CONTACT PERSON: _____ TELEPHONE: _____

DETAILS OF DIRECTORS:

NAME: _____ PIN: _____

NAME: _____ PIN: _____

NAME: _____ PIN: _____

PART II: WAREHOUSE INFORMATION:

NAME OF THE BUILDING: _____

STREET NAME: _____ TOWN/CITY: _____

COUNTRY: _____ TELEPHONE: _____ E-MAIL: _____

PART III DECLARATION:

I have read and understood the terms and conditions for operating as a consolidator under PVOC program and the information provided in this form is true.

APPLICANT'S NAME: _____ **SIGNATURE:** _____ **DATE:** _____

NOTE: *The following documents should be attached:*

1. Company registration certificate.
2. Tax compliance certificate.



Kenya Bureau of Standards

For Official Use:

Serial Number:

Checked by:

_____ Sign: _____

_____ Date: _____

Approved by:

_____ Sign: _____

_____ Date: _____



APPENDIX 2: Certificate of Registration

(Blank on purpose)

APPENDIX 3: Certificate of Inspection

(Blank on Purpose)



ANNEX 5 Procedure for enriched COC

Table of Contents

RECORD OF CHANGES	70
DISTRIBUTION OF CONTROLLED COPIES	70
1.0 PURPOSE.....	71
2.0 SCOPE.....	71
3.0 TERMINOLOGY.....	71
4.0 ABBREVIATIONS AND ACRONYMS.....	71
5.0 REFERENCES.....	72
6.0 PROCEDURE DETAILS.....	72
6.1 Certification of Products in the Country of Origin	72
6.2 Partner Government Agencies' Regulated Products and Required Documentation while submitting RFC to the PVOC Agent.....	74
6.2.1 Communications Authority of Kenya (CAK)	75
6.2.2 Directorate of Veterinary Services (DVS)	75
6.2.3 Fisheries Department.....	75
6.2.4 Kenya Civil Aviation Authority (KCAA)	75
6.2.5 Kenya Maritime Authority (KMA)	76
6.2.6 Kenya Plant Health Inspectorate Service (KEPHIS)	76
6.2.7 Mines and Geological Department (MGD).....	76
6.2.8 Pest Control Products Board (PCPB).....	77
6.2.9 Pharmacy and Poisons Board (PPB).....	77
6.2.10 Radiation Protection Board (RPB).....	78
6.2.11 Veterinary Medicines Directorate (VMD)	78
7.0 HANDLING THE GOODS AT THE PORT OF ENTRY.....	79

RECORD OF CHANGES

No.	Date (dd/mm/yyyy)	Details of Changes		Authorization (Name and signature)
		Page	Clause/sub-clause and comment	
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

DISTRIBUTION OF CONTROLLED COPIES

As per the soft copies kept in the server or designated computer.

Add: Validity of PGAs KESWS permits



1.0 PURPOSE

The purpose of this procedure is to provide a framework for inspection and certification of products regulated by partner government agencies in line with Government circular reference OP/CAB 9/83A dated 4th June, 2019.

2.0 SCOPE

- 2.1 This procedure shall apply to products regulated by the following government agencies:
- i. Communications Authority
 - ii. Directorate of Veterinary Services
 - iii. Fisheries Department
 - iv. Kenya Civil Aviation Authority
 - v. Kenya Maritime Authority
 - vi. Kenya Plant Health Inspectorate Services
 - vii. Mines and Geological Department
 - viii. Pest Control Products Board
 - ix. Pharmacy and Poisons Board
 - x. Radiation Protection Board
 - xi. Veterinary Medicines Directorate
- 2.2 The specific products are as listed below in clause 6.2 of this procedure
- 2.3 This procedure does not cover products Listed in Annex 2 of the PVoC Manual, Version 9.0 dated 1st July, 2019
- 2.4 This procedure does not cover goods being imported from East African Community Member States.

3.0 TERMINOLOGY

- 3.1 **Definition of terms used**
For the purpose of this procedure the following terms shall apply.
- 3.2 **Inspection:**
Is examination of a product design, product, service, process or plant, and determination of their conformity with specific requirements or, on the basis of professional judgment, with general requirements.
- 3.3 **Verification**
Confirmation by examination and provision of evidence that specified requirements have been met.
- 3.4 **Approved Specification**

Means a Kenya standard or a regional standard or an international standard. This also includes manufacturers specifications as approved and authorized by KEBS.

4.0 ABBREVIATIONS AND ACRONYMS

- **CAK** - Communications Authority of Kenya
- **CIF** – Cost, Insurance and Freight (value of goods)



- **COC** – Certificate of Conformity
- **COR** - Certificate of Roadworthiness for Motor Vehicles
- **DVS** - Department of Veterinary Services
- **IDF** - Import Declaration Form
- **ISO** – Organization of international standards
- **KCAA** - Kenya Civil Aviation Authority
- **KEBS** - Kenya Bureau of Standards
- **KEPHIS** - Kenya Plant Health Inspectorate Service
- **KMA** – Kenya Maritime Authority
- **KRA** – Kenya Revenue Authority
- **NCR** - Non Conformity Report
- **NEMA** – National Environment Management Authority
- **PCPB** - Pest Control Products Board
- **PGA** – Partner Government Agency
- **PPB** - Pharmacy and Poisons Board
- **PVOC** – Pre-Export Verification of Conformity to Standards
- **PVOC Partners** – KEBS Appointed Inspection and Certification Companies.
- **QMS** - Quality Management System
- **RFC** - Request for Certification
- **RPB** – Radiation Protection Board
- **VMD** – Veterinary Medicines Directorate
- **WHO** – World Health Organization

5.0 REFERENCES

This procedure makes reference to the following documents, which form part of the QMS documentation:

- 5.1 ISO 9001:2015, Quality Management Systems-requirements
- 5.2 ISO/IEC 17020:2012 Conformity assessment – Requirements for the operation of various types of bodies performing inspection
- 5.3 ISO/IEC 17000:2004 Conformity assessment - Vocabulary and general principles
- 5.4 The Standards Act Cap 496, Laws of Kenya
- 5.5 Legal Notice 127 of 19th June, 2018
- 5.6 PVoC Manual, PVoC Manual, Version 9.0 dated 1st July, 2019
- 5.7 Government Circular Reference OP/CAB 9/83A dated 4th June, 2019
- 5.8 East African Community Standardisation, Quality Assurance, Metrology and Testing (Enforcement of Technical Regulations in Partner States) Regulations, 2013

6.0 PROCEDURE DETAILS

6.1 Certification of Products in the Country of Origin

- 6.1.1 To initiate importation of any product under this inspection framework, an importer or exporter shall complete and submit RFC form to the respective PVoC Partner's office together with the following information/documentation:
 - i. Unique Consignment Reference (UCR) Number (mandatory)
 - ii. Proforma / Commercial Invoice (mandatory).
 - iii. Packing List (mandatory).
 - iv. Import Declaration Form (IDF) – (*where applicable*).
 - v. Copy of product technical specification from the manufacturer (*if available*)
 - vi. Manual / operating instructions (*where applicable*). The manual/instruction shall include English



- vii. Production data (i.e. Batch size and number, Name of manufacturer, Date of manufacture/expiry, manufacturer's certificates – *where applicable*).
- viii. QMS Certificates (*if available*).
- ix. Distributorship/Dealership agreements- *if available* (only applicable to manufacturer-authorized distributors/ Dealers).
- x. Test reports traceable to the goods being shipped, (*if available*).
- xi. Key documentations relevant to the regulatory requirements of the specific government agency. These documentations are listed below in clause 6.2

6.1.2 Review of RFC / Documentation by the PVoC Partner

The PVoC Partner shall review the documentation for completeness and to:

- i. Establish the applicable standard(s), approved specifications and/or regulatory requirements
- ii. Review provided conformity documents (if any) for each line item to define whether they are acceptable or not.
- iii. Prepare inspection and testing (where applicable) instructions with due regard to the requirements of the relevant standard(s) and/or regulatory requirements

6.1.3 KEBS appointed inspection Partner shall undertake inspection in the country of supply as provided for in the PVoC Manual and issue a CoC for products meeting the requirements of the relevant Kenya standard(s), approved specifications and/or regulatory requirements.

6.1.4 Products not meeting the requirements of the relevant Kenya standard(s), approved specifications and/or regulatory requirements shall be issued with a Non-Conformity Report (NCR) and shall not be eligible for exportation to Kenya.

6.1.5 To avoid post issuance amendments of the COC, the PVoC Partner shall send to the owner a copy of the draft certificate for confirmation of its correctness with regard to shipment identification, goods description, quantities and values.

6.1.6 The Inspection Partner shall provide CoC/NCR data to KEBS

6.1.7 KEBS shall make the data available through Kenya National Electronic Single Window System.

6.1.8 Anti-Counterfeiting Measures in the PVOC Process (I presume "raw materials" are excluded IP requirements? Please advise.

Thanks for your mail.

We also have an issue that you should address with ACA first in line with product description.

1. The IDF and other documentation may not have products description but batch/code names and other descriptive instruments for their own gain. Usually this is done so that the documents (CI, IDF, and even L/C from banks must all tally. So how do we handle that.
2. The IPR holder is the person who insists on having description that are not in "prose form" for issues to do with trade or competition issues, how do we handle that?

)It should be appreciated that what constitutes counterfeiting or counterfeit goods does not have a standard measure as opposed to the products requirements in the standards. It is therefore not easy to come up with generic or guidelines for checking against counterfeit goods. The following are therefore suggested guidelines that must be checked during inspection:

- 6.1.8.1 Evidence of the existence of the intellectual property rights relating to the finished goods, e.g., valid certificate of registration or legal document confirming subsistence of the right.
- 6.1.8.2 Declaration by the exporters that the intellectual property right does not infringe on a right registered and subsisting in Kenya
- 6.1.8.3 The name, full details and capacity (owner/licensee) of the manufacturer of the goods being exported to Kenya for ease of track and trace purposes
- 6.1.8.4 Detailed actual description of the exported goods to include the type, size, model, brand, make and/or shape, as applicable
- 6.1.8.5 No packaging or labels or similar items like bottle tops for excisable goods to be permitted for export unless so exported by a registered manufacturer of excisable goods
- 6.1.8.6 No packaging or labels or similar items to be permitted for export unless the export is by a manufacturer or assembler domiciled and so registered in Kenya
- 6.1.8.7 No unbranded goods to be permitted for export into Kenya

6.1.9 Packaging Requirements

- 6.1.9.1 All packaging materials of polythene shall comply with NEMA regulations.
- 6.1.9.2 Where applicable permits shall be required from NEMA.

6.1.10 Shelf-life for products

- 6.1.10.1 Importers/exporters shall ensure that products with a defined and marked shelf life have a remaining shelf life on importation of at least:
 - a. Food products - 75%
 - b. Non-food products - 50%
- 6.1.10.2 The shelf-life requirement shall be applicable for all products with a defined and a marked shelf-life as identified in 6.1.10.1 above and in line with the East African Community Standardisation, Quality Assurance, Metrology and Testing (Enforcement of Technical Regulations in Partner States) Regulations, 2013, except where the PGA gives an exemption to this requirement to specified products as per the PGA's mandate.

6.1.11 Regulations and Standards Hierarchy

- 6.1.11.1 Products covered by this procedure will only be certified using the indicated documents and will not be subjected to the applicable standards
- 6.1.11.2 PGAs shall confirm compliance of the products to applicable regulations and standards before issuing permits.

6.2 Partner Government Agencies' Regulated Products and Required Documentation while submitting RFC to the PVOC Agent

6.2.1 Communications Authority of Kenya (CAK)**6.2.1.1 Products Regulated by CAK**

No.	HS Code	Product Description
1.	8526	Radar apparatus, radio navigational aid apparatus, Radio remote control apparatus

6.2.1.2 Documents Required

- i. Type approval issued by CAK

6.2.2 Directorate of Veterinary Services (DVS)**6.2.2.1 Products Regulated by DVS**

No.	HS Code	Product Description
1.	0201 - 0210	Fresh/chilled carcasses only
2.	0506	Bones and horn-cores
3.	4101 – 4103	Raw hides and skins

6.2.2.2 Documents Required

- ii. Import Permits and Licenses issued by DVS

6.2.3 Fisheries Department**6.2.3.1 Products Regulated by Fisheries Department – remove fresh frozen fish and move to exemptions in the manual**

No.	HS Code	Product Description
1.	0301 – 0302	Fish, fresh or chilled
2.	0306	Crustaceans, whether in shell or not, fresh, or chilled
3.	0307	Molluscs, whether in shell or not, fresh or chilled
4.	0308	Other non-life aquatic invertebrates under 0308

6.2.3.2 Documents Required

- i. Import Permits and Licenses issued by Fisheries Department

6.2.4 Kenya Civil Aviation Authority (KCAA)**6.2.4.1 Products Regulated by KCAA (awaiting e-mail confirmation by KCAA)**

No.	HS Code	Product Description
1.	8801	Balloons and dirigibles; gliders, hang gliders and other non-powered aircraft.

No.	HS Code	Product Description
2.	8802	Other aircraft (for example, helicopters, aeroplanes); spacecraft (including satellites) and suborbital and spacecraft launch vehicles.
3.	8803	Parts of goods of heading 88.01 or 88.02.
4.	8804	Parachutes (including dirigible parachutes and paragliders) and rotochutes; parts thereof and accessories thereto.
5.	8805	Aircraft launching gear; deck-arrestor or similar gear; ground flying trainers; parts of the foregoing articles.

6.2.4.2 Documents Required

- Import Permits and Licenses issued by KCAA

6.2.5 Kenya Maritime Authority (KMA)

6.2.5.1 Products Regulated by KMA

No.	HS Code	Product Description
1.	Chapter 89	Ships, boats and floating structures below 24 meters shipped for registration and operation in the country (except those which are below 24m and are imported under their own power) Jetski???
2.		Spares – engines, body? specify

6.2.5.2 Documents Required

- Import Permits and Licenses issued by KMA

6.2.6 Kenya Plant Health Inspectorate Service (KEPHIS)

6.2.6.1 Products Regulated by KEPHIS

No.	HS Code	Product Description
1.	0701 - 0709	Edible vegetables and certain roots and tubers – (Fresh/chilled)
2.	1211, 1213	Oil seeds and oleaginous fruits; miscellaneous grains, seeds; industrial or medicinal plants; straw and fodder
3.		Seeds for sowing under any chapter.

6.2.6.2 Documents Required for Inspection

- Import permit issued by KEPHIS
- Phytosanitary certificates from the exporting country

6.2.7 Mines and Geological Department (MGD)

6.2.7.1 Products Regulated by Mines and Geological Department

No.	HS Code	Product Description
1.	3601 – 3604	Explosives and pyrotechnic substances

6.2.7.2 Documents Required

- i. Import Permits and Licenses issued by MGD

6.2.8 Pest Control Products Board (PCPB)**6.2.8.1 Products Regulated by PCPB - pesticides used on animals are regulated by the Veterinary Medicines Directorate**

No.	HS Code	Product Description
2.	3808	Insecticides, rodenticides, fungicides, herbicides, anti-sprouting products

6.2.8.2 Documents Required for Inspection

- i. Valid PCPB Import Permit
- ii. Certificate of Analysis for the pesticides being imported (any laboratory requirement?? – email has been written to PCPB to clarify)
- iii. Valid certificate of registration of the pest control products by PCPB
- iv. Well labelled pesticide packaging material or container shall include; but not limited to; Name and address of the Manufacturer and Formulator, Country of origin, Date of manufacture, Expiry date, Batch number, Amount/quantity
- v. Provision of a 'No Objection' letter from the local agent of the product if importing a product not under agencyship
- vi. Evidence of appointed local agent in Kenya

6.2.9 Pharmacy and Poisons Board (PPB)**6.2.9.1 Products Regulated by PPB**

No.	HS Code	Product Description
1.	3003, 3004	Medicaments
2.	3006.60.00	Chemical contraceptive preparations based on hormones.
3.		Vaccines

6.2.9.2 Documents Required for Inspection

- i. Valid Import Permit/License issued by PPB
- ii. Certificate(s) of Analysis (CoAs) of the product(s)

6.2.9.3 Requirements for Pharmaceutical Inspectors

- i. Be a trained pharmacist who is duly registered in the country of practice
- ii. Should be conversant with international drug control conventions

Note: the PVoC partner should have adequate laboratory infrastructure as spelt out in the WHO Good Practices for Pharmaceutical Quality Control Laboratories, World Health Organization, 2010 Technical Report Series, No. 957, Annex 1.

6.2.9.4 Consignment Inspection

This will include the following activities;

- i. Actual product presentation through organoleptic examination;
- ii. Products physically present versus those on the invoice and permit;
- iii. Physical Product label claim versus that on the invoice & permit;
- iv. Product labelling characteristics as declared to the PPB during product registration (dossiers) - well labelled medicaments shall include; but not limited to; Name and Address of the Manufacturer, Country Origin, Date of Manufacture, Expiry Date, Batch Number, Amount/Quantity
- v. Storage conditions as per the declared climatic zones in dossiers;
- vi. Patient information leaflet (PIL);
- vii. Manufacturing site in country of origin;
- viii. Quantities of the products imported versus those allowed in the permit and those on invoice -
Note: Quantities of the products being imported should tally with those allowed in the permit;
- ix. Minilab tests (Raman spectroscopy);

6.2.10 Radiation Protection Board (RPB)

6.2.10.1 Products Regulated by (RPB)

No.	HS Code	Product Description
1.	2844 - 2845	Radioactive chemical elements and radioactive isotopes
2.		All foods
3.		vehicles
4.		drinking water

6.2.10.2 Documents Required for Inspection

- i. Import permit issued by RPB

6.2.11 Veterinary Medicines Directorate (VMD)

6.2.11.1 Products Regulated by (VMD)

No.	HS Code	Product Description
1.		Animal Medicaments (excluding goods of heading 30.02, 30.05 or 30.06) consisting of two or more constituents which have been mixed together for therapeutic or prophylactic uses, not put up in measured doses or in forms or packing's for retail sale.

6.2.11.2 Documents Required for Inspection

- i. A market authorization issued by the VMD
- ii. Valid Exporter Market Authorization Dealer License issued by VMD



- iii. Exporter's Valid Import License issued by VMD
- iv. Licensed Local Technical Representative, if the exporter has no physical presence in Kenya

7.0 HANDLING THE GOODS AT THE PORT OF ENTRY

- 7.1 The partner government agencies will still continue to discharge their respective mandates regarding imported goods which they regulate
- 7.2 CoC/NCR data will be shared to the respective agencies through Single Window
- 7.3 KEBS shall **Conditionally Release** consignments regulated by Partner Government Agencies to allow for post-release activities and post-market surveillance control measures in line with the respective PGA's legal and statutory obligations.



Kenya Bureau of Standards

Annex 6. LIST OF COUNTRIES WHERE THE TENDERER MUST PHYSICALLY BE PRESENT

No.	COUNTRY	No.	COUNTRY	No.	COUNTRY
1.	Angola	21.	Hungary	41.	Pakistan
2.	Argentina	22.	India	42.	Poland
3.	Australia	23.	Indonesia	43.	Portugal
4.	Austria	24.	Iran	44.	Qatar
5.	Belgium	25.	Israel	45.	Russia
6.	Brazil	26.	Italy	46.	Saudi Arabia
7.	Bulgaria	27.	Japan	47.	Singapore
8.	Canada	28.	Jordan	48.	South Africa
9.	China Mainland	29.	Latvia	49.	South Korea
10.	Cote D' Ivoire	30.	Lithuania	50.	Spain
11.	Czech Republic	31.	Malaysia	51.	Sweden
12.	Denmark	32.	Mauritius	52.	Switzerland
13.	Egypt	33.	Mexico	53.	Taiwan
14.	Estonia	34.	Morocco	54.	Thailand
15.	Ethiopia	35.	Mozambique	55.	Turkey
16.	Finland	36.	Netherlands	56.	Ukraine
17.	France	37.	New Zealand	57.	United Arab Emirates
18.	Germany	38.	Nigeria	58.	United Kingdom
19.	Ghana	39.	Norway	59.	United States
20.	Hong Kong	40.	Oman	60.	Zambia



Kenya Bureau of Standards

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I, of P. O. Box being a
resident of in the Republic of do hereby make
a statement as follows: -

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director
of (insert name of the company) who is a bidder in the
respect of Tender no. KEBS T012/2020-2023 For **(International Tender for Provision of
Pre-Export Verification Of Conformity (PVoC) to Standards Services)**
for **KEBS** and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in
any corrupt or fraudulent practice and has not been requested to pay any inducement to any
member of the Board, Management, Staff and/or employees and/or agents of the **KEBS** which
is the procuring entity.
3. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with
other bidders participating in the subject tender
4. THAT what is deponed to hereinabove is true to the best of my knowledge
information and belief.

.....

(Title)

(Signature)

Date

Bidder's Official Stamp



**SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN
THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT
2015**

**I of Post office Box
Do hereby make a statement as follows:-**

1. THAT I am the company Secretary/Chief Executive/Managing Director/Principal Officer/Director of (insert name of the company) who is a bidder in the respect of Tender no. KEBS T012/2020-2023 For **(International Tender for Provision of Pre-Export Verification Of Conformity (PVoC) to Standards Services)** for **KEBS** and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, Directors and subcontractors have not been debarred from participating in the procurement proceeding under Part IV of the Act.
3. THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief

(Title)

(Signature)

Date

Bidder's Official Stamp



ANNEX 7 : PVoC integration (Application Programming Interface) requirements/documentation.

Table of Contents

1	Introduction.....	85
2	Data Flow Design	85
3	API Authorization	87
4	Base URL	87
5	RFC Data.....	87
5.1	RFC for COC	88
5.2	RFC for COI.....	90
5.3	RFC for COI Items.....	92
5.4	RFC for COR	92
6	Import Declaration Form (IDF)	94
6.1	IDF Data.....	94
6.2	IDF Items.....	95
7	COC.....	96
7.1	COC Data.....	96
7.2	COC Items.....	97
8	COI	98
8.1	COI Data	98
8.2	COI Items	100
9	COR Data	101
10	Risk Profile Data	102
10.1	From PVOC to KEBS.....	102
10.2	From KEBS to PVOC.....	103
11	Product Categorization Data.....	104
12	Reconciliation (Invoicing) - PVOC Data.....	104
13	Monitoring - PVOC Timelines Data	105
14	Queries	106
14.1	Queries – PVOC to KEBS	106
14.2	Queries – KEBS to PVOC	107
15	APPENDIX.....	109
15.1	List of Documents Per Route	109

Table of Figures



Figure 1: Message Exchange Data Flow	85
--	----

List of Tables

Table 1: Categorization of Exchange Messages (Used Motor Vehicles, Mobile Equipment & Spare Parts and General Goods)	86
Table 2: RFC for COC Data Type and Length	88
Table 3: RFC for COI Data Type and Length	90
Table 4: RFC for COI Items Data Type and Length	92
Table 5: RFC for COR Data Type and Length	92
Table 6: IDF Data Type and Length	94
Table 7: IDF Items Type and Length	96
Table 8: COC Data Fields and Length	96
Table 9: COC Items Fields and Length	98
Table 10: COI Data Fields and Length	98
Table 11: COI Items Fields and Length	100
Table 12: COR Data Fields and Length	101
Table 13: Risk Profile Data Type and Length	102
Table 14: Risk Profile Data Type and Length	103
Table 15: Product Categorization Data Type and Length	104
Table 16: PVOC Reconciliation Data Type and Length	104
Table 17: PVOC Monitoring – Timelines Data Type and Length	106
Table 18: Queries Data Type and Length	107
Table 19: Queries from KEBS to PVOC Data Type and Length	107

1 Introduction

The purpose of this document is to describe the standard API Integration specification for KEBS Information Management System (KIMS) integration with contracted PVOC partners. The applicable interface type is REST or SOAP while Communication protocol will be HTTPS (1 way SSL or 2 way SSL).

2 Data Flow Design

These is a diagrammatic flow of the various message exchange between KEBS and PVOC partners.

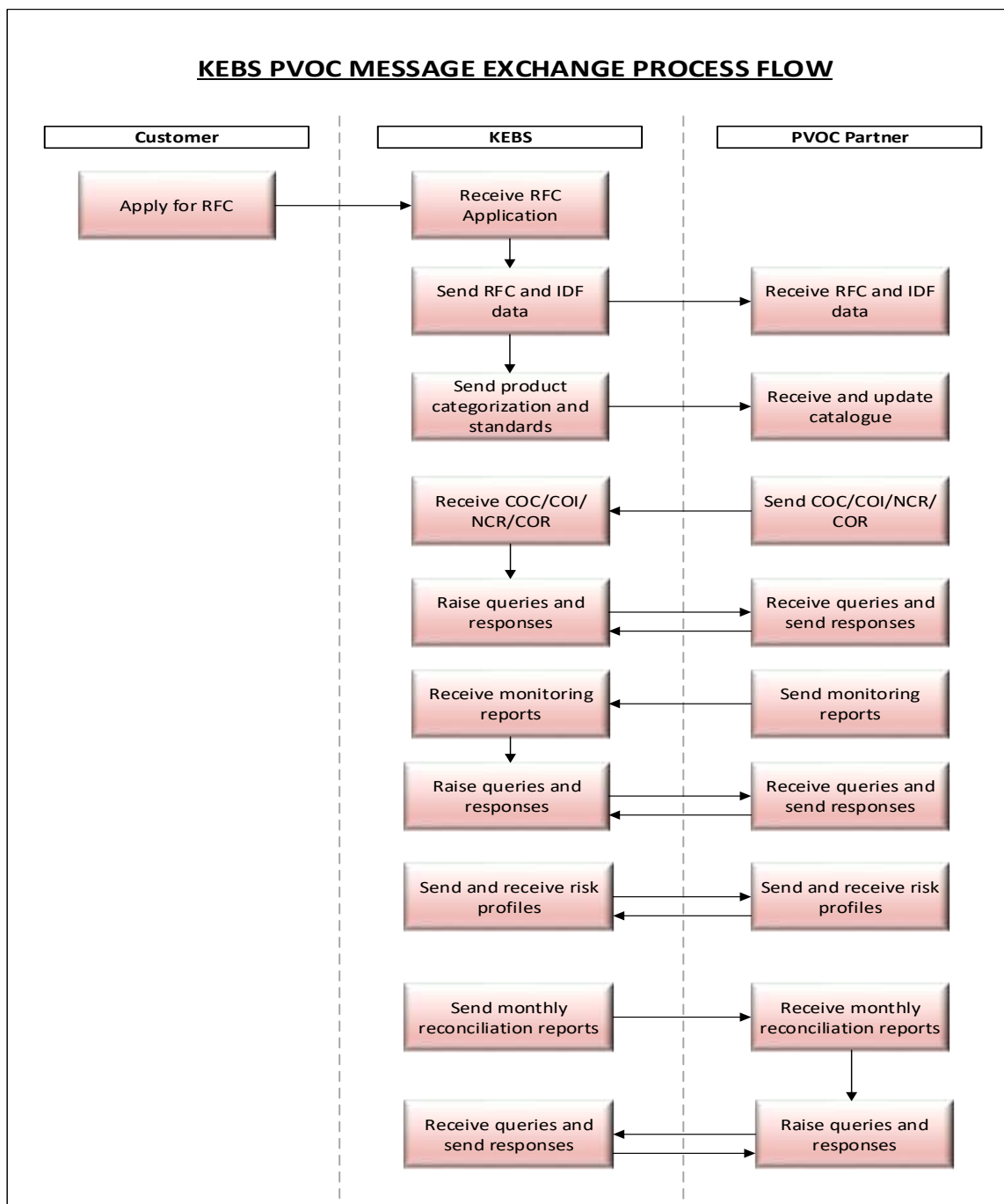


Figure 1: Message Exchange Data Flow

Table 1: Categorization of Exchange Messages (Used Motor Vehicles, Mobile Equipment & Spare Parts and General Goods)

Message	Category of Applicable	Description	Source	Destination
RFC Data	Used Motor Vehicles, Mobile Equipment General Goods	To be sent to the selected PVOC chosen by the trader.	KEBS	PVOC
IDF Data	Used Motor Vehicles, Mobile Equipment General Goods	Sent to PVOC during RFC creation to offer additional details on the IDF at hand. List of items will be contained in the IDF	KEBS	PVOC
COC/NCR/COI Data	General Goods	To be sent to KEBS once after it is issued to the trader/importer	PVOC	KEBS
COR Data	Used Motor Vehicles, Mobile Equipment	To be sent to KEBS once after it is issued to the trader/importer	PVOC	KEBS
Product Categorization based on HS code	General Goods	Sent to PVOC to allow partners categorize products based on KEBS categories	KEBS	PVOC
Reconciliation - Invoicing	Used Motor Vehicles, Mobile Equipment General Goods	Payment management for PVOC collections to KEBS.	KEBS	PVOC
Monitoring 1. Timelines 2. Sealing 3. Standards used 4. Test reports	Used Motor Vehicles, Mobile Equipment General Goods	Data/remarks exchange to handle trader or partner complaints raised, as well as a monitoring tool to monitor partner performance based on set matrices by KEBS.	PVOC PVOC PVOC PVOC	KEBS KEBS KEBS KEBS
Risk Profile	Used Motor Vehicles, Mobile Equipment	Sent to PVOC with a risk matrix of traders whose details appear in QAIMSS risk module	KEBS	PVOC

Message	Category of Applicable	Description	Source	Destination
	General Goods			
Queries 1. Partner Queries 2. Partner responses 3. KEBS queries 4. KEBS responses	Used Motor Vehicles, Mobile Equipment General Goods	Queries against any application or certification between KEBS & PVOC	PVOC KEBS	KEBS PVOC

3 API Authorization

The mode of authorization shall be oauth2 for the production environment, where a set of credentials shall be generated for each partner. Using these credentials, a partner shall obtain a token and use it for all subsequent API calls as long as the token is valid.

Authentication payload:

```
{
  "username": " ",
  "password": " "
}
```

The request returns a token. To authorize API requests, the authorization header is passed as “Authorization: Bearer” followed by the token string.

4 Base URL

The base URL to be used for each API call is

Will be provided later upon signing of contract

5 RFC Data

These data will be transmitted upon RFC application from KEBS to the selected partner. RFCs will be divided into the following:

1. RFC for COC
2. RFC for COI
3. RFC for COR



5.1 RFC for COC

Data is transmitted from KEBS to PVOC.

- Request URL: **{baseurl}/get/ goodsRfc/{partnerRef}/{rfcDate}**
- Request method: **GET**
- Request parameter (Path Variables): **Partner Reference Number and RFC Date**
- Use the provided partner reference as the partner reference number and “2020-06-01” as the RFC Date for testing.

Table 2: RFC for COC Data Type and Length

FIELDS	Data Type	Length	Mandatory
1. Country of Destination	Text	100	Y
2. Application Type	Text	50	Y
3. IDF Number	Text	50	N
4. UCR Number	Text	50	Y
5. Route Used	Text	50	N
6. SOR/SOL Ref	Text	50	N
7. Importer Name	Text	1000	Y
8. Importer Pin	Text	100	Y
9. Importer Address 1	Text	1000	Y
10. Importer Address 2	Text	1000	N
11. Importer City	Text	50	Y
12. Importer Country	Text	10	Y
13. Importer Zip code	Text	100	Y
14. Importer Telephone Number	Text	100	Y
15. Importer Fax Number	Text	100	N
16. Importer Email	Text	100	Y
17. Exporter Name	Text	1000	Y
18. Exporter Address 1	Text	1000	Y



Kenya Bureau of Standards

FIELDS	Data Type	Length	Mandatory
19. Exporter Address 2	Text	1000	N
20. Exporter City	Text	50	Y
21. Exporter Country	Text	10	Y
22. Exporter Zip code	Text	100	Y
23. Exporter Telephone Number	Text	100	Y
24. Exporter Fax Number	Text	100	N
25. Exporter Email	Text	100	Y
26. Third Party Name	Text	1000	Y
27. Third Party Address 1	Text	1000	Y
28. Third Party Address 2	Text	1000	N
29. Third Party City	Text	50	Y
30. Third Party Country	Text	10	Y
31. Third Party Zip code	Text	100	Y
32. Third Party Telephone Number	Text	100	Y
33. Third Party Fax Number	Text	100	N
34. Third Party Email	Text	100	Y
35. Applicant Name	Text	1000	Y
36. Applicant Address 1	Text	1000	N
37. Applicant Address 2	Text	1000	Y
38. Applicant City	Text	50	Y
39. Applicant Country	Text	10	Y
40. Applicant Zip code	Text	100	Y
41. Applicant Telephone Number	Text	100	Y
42. Applicant Fax Number	Text	100	N
43. Applicant Email	Text	100	Y
44. Place of Inspection Name	Text	200	Y
45. Place of Inspection Address	Text	200	Y
46. Place of Inspection Email	Text	120	Y
47. Place of Inspection Contacts	Text	20	Y
48. Shipping Method	Text	50	Y



Kenya Bureau of Standards

FIELDS	Data Type	Length	Mandatory
49. Port of loading	Text	100	N
50. Port of Discharge	Text	100	Y
51. Country of Supply	Text	100	Y
52. Goods Condition	Text	250	Y
53. Assembly State	Text	250	N
54. List of Documents Attached	Text	4000	Y
55. Partner	Text	50	Y

5.2 RFC for COI

Data is transmitted from KEBS to PVOC.

- Request URL: **{baseurl}/get/ coiRfc/{partnerRef}/{rfcDate}**
- Request method: **GET**
- Request parameter (Path Variables): **Partner Reference Number and RFC Date**
- Use the provided partner reference as the partner reference number and “2020-06-01” as the RFC Date for testing,

Table 3: RFC for COI Data Type and Length

FIELDS	Data Type	Length	Mandatory
1. Country of Destination	Text	100	Y
2. Application Type	Text	50	Y
3. IDF Number	Text	50	Y
4. UCR Number	Text	50	Y
5. Route Used	Text	50	Y
6. Exporter Name	Text	1000	Y
7. Exporter Address 1	Text	1000	Y
8. Exporter Address 2	Text	1000	N



Kenya Bureau of Standards

FIELDS	Data Type	Length	Mandatory
9. Exporter City	Text	50	Y
10. Exporter Country	Text	10	Y
11. Exporter Zip code	Text	100	Y
12. Exporter Telephone Number	Text	100	Y
13. Exporter Fax Number	Text	100	N
14. Exporter Email	Text	100	Y
15. Importer Name	Text	1000	Y
16. Importer PIN	Text	100	Y
17. Importer Registration Number	Text	100	N
18. Importer Address 1	Text	1000	Y
19. Importer Address 2	Text	1000	Y
20. Importer City	Text	50	Y
21. Importer Country	Text	10	Y
22. Importer Zip code	Text	100	Y
23. Importer Telephone Number	Text	100	Y
24. Importer Fax Number	Text	100	N
25. Importer Email	Text	100	Y
26. Place of Inspection Name	Text	200	Y
27. Place of Inspection Address	Text	200	Y
28. Place of Inspection Email	Text	120	Y
29. Place of Inspection Contacts	Text	20	Y
30. Shipping Method	Text	50	Y
31. Port of loading	Text	100	Y
32. Port of Discharge	Text	100	Y
33. Country of Supply	Text	100	Y
34. Goods Condition	Text	250	Y
35. Assembly State	Text	250	N
36. List of Documents Attached	Text	4000	Y



FIELDS	Data Type	Length	Mandatory
37. Partner	Text	50	Y

5.3 RFC for COI Items

Data is transmitted from KEBS to PVOC.

- Request URL: **{baseurl}/get/coiRfcItems/{rfcNumber}**
- Request method: **GET**
- Request parameter (Path Variable): **RFC Number**
- Use “RFC1234” as the RFC number for testing

Table 4: RFC for COI Items Data Type and Length

Fields	Data Type	Length	Mandatory
1. Declared HS Code	Text	1000	Y
2. Quantity Line Item	Text	1000	Y
3. Product Description	Text	1000	Y
4. Owner PIN	Text	100	Y
5. Owner Name	Text	1000	Y

5.4 RFC for COR

Data is transmitted from KEBS to PVOC

- Request URL: **{baseurl}/get/corRfc/{partnerRef}/{rfcDate}**
- Request method: **GET**
- Request parameter (Path Variables): **Partner Reference Number and RFC Date**
- Use the provided partner reference as the partner reference number and “2020-06-01” as the RFC Date for testing

Table 5: RFC for COR Data Type and Length

FIELDS	Data Type	Length	Mandatory
1. Country of Destination	Text	100	Y



Kenya Bureau of Standards

FIELDS	Data Type	Length	Mandatory
2. Exporter/Company Name	Text	200	Y
3. Exporter/Company Address	Text	200	Y
4. Exporter/Company Email	Text	120	Y
5. Exporter/Company Contacts	Text	20	Y
6. Importer Name	Text	200	N
7. Importer Address	Text	200	N
8. Importer Email	Text	120	N
9. Importer Contacts	Text	20	N
10. Applicant name	Text	200	Y
11. Applicant Address	Text	200	Y
12. Applicant Email	Text	120	Y
13. Applicant Contacts	Text	20	Y
14. Place of Inspection	Text	200	Y
15. Place of Inspection Address	Text	200	Y
16. Place of Inspection Email	Text	120	Y
17. Place of Inspection Contacts	Text	20	Y
18. Shipping Method	Text	50	Y
19. Port of loading	Text	100	Y
20. Port of Discharge	Text	100	Y
21. Country of Supply	Text	100	Y
22. Goods Condition	Text	250	Y
23. Assembly State	Text	250	N
24. List of Documents Attached	Text	4000	Y
25. RFC Date	Date		Y
26. Preferred Date of Inspection	Date		Y
27. Make	Text	50	Y
28. Model	Text	50	Y
29. Chassis/VIN Number	Text	50	Y



FIELDS	Data Type	Length	Mandatory
30. Engine Number/Model	Text	50	Y
31. Engine capacity (cc Rating)	Text	10	Y
32. Year of Manufacture	Text	10	Y
33. Year of First Registration	Text	10	Y
34. Partner	Text	50	Y

6 Import Declaration Form (IDF)

Data will be sent from KEBS to PVOC accompanying the underlying RFC and as a daily dump for all IDFs received for that day.

6.1 IDF Data

Data will be sent from KEBS to PVOC.

- Request URL: **{baseurl}/get/idf/{country}**
- Request method: **GET**
- Request parameter (Path Variable): **Country of supply**
- Use **"Test"** as the country of supply for testing

Table 6: IDF Data Type and Length

FIELD	Data Type	Length	Mandatory
1. IDF No	Text	15	Y
2. Importer Name	Text	50	Y
3. Importer Address	Text	50	Y
4. Importer Contact Name	Text	50	Y
5. Importer Email	Text	30	Y
6. Importer Telephone	Text	15	Y
7. Importer Fax/Telex	Text	25	N
8. Seller Name	Text	50	Y
9. Seller Address	Text	50	Y
10. Seller Contact Name	Text	50	Y



Kenya Bureau of Standards

FIELD	Data Type	Length	Mandatory
11. Seller Email	Text	30	Y
12. Seller Telephone	Text	15	Y
13. Seller Fax/Telex	Text	25	N
14. Country of Supply	Text	20	Y
15. Ports of Discharge	Text	150	Y
16. Port of Customs Clearance	Text	150	Y
17. Mode of Transport	Text	150	N
18. COMESA	Text	5	Y
19. UCR	Text	15	Y
20. Transaction Terms	Text	250	Y
21. Invoice No.	Text	25	Y
22. Invoice Date	Date	50	Y
23. Currency	Text	10	Y
24. Exchange Rate	Text	10	Y
25. FOB Value	Text	25	Y
26. Freight	Text	30	Y
27. Insurance	Numeric	10.2	N
28. Full description and applicable standard(s)	Text	250	Y
29. Observations	Text	250	Y
30. Total	Numeric	10.2	Y

6.2 IDF Items

Data is transmitted from KEBS to PVOC.

- Request URL: **{baseurl}/get/idfItems/{idfNumber}**
- Request method: **GET**
- Request parameter (Path Variable): **Idf Number**
- Use **"TestIDF"** as the IDF number for testing

*Table 7: IDF Items Type and Length*

FIELDS	Data Type	Length	Mandatory
1. IDF No	Text	15	Y
2. Item Description	Text	50	Y
3. HS Code	Text	50	Y
4. Unit of Measure	Text	10	Y
5. Quantity	Number(6,2)		Y
6. New/Used	Text	10	Y
7. Item Cost	Number(10,2)		Y
8. Applicable Standard	Text	25	Y

7 COC

7.1 COC Data

Data is transmitted from PVOC to KEBS.

- Request URL: **{baseurl}/send/coc**
- Request method: **POST**

Table 8: COC Data Fields and Length

FIELDS	Data Type	Length	Mandatory
1. IDF Number	Text	25	Y
2. RFC Date	Date		Y
3. RFI Number	Text	Numbers (15)	N
4. CoC Number	Text	30	Y
5. CoC Issued Date	Date		Y
6. Clean (Y/N)	Text	1	Y
7. CoC Remarks	Text	4000	Y
8. Issuing Office	Text	4000	Y
9. Importer Name	Text	1000	Y
10. Importer Pin	Text	100	Y
11. Importer Address 1	Text	1000	Y
12. Importer Address 2	Text	1000	N
13. Importer City	Text	50	Y



Kenya Bureau of Standards

FIELDS	Data Type	Length	Mandatory
14. Importer Country	Text	10	Y
15. Importer Zip code	Text	100	Y
16. Importer Telephone Number	Text	100	Y
17. Importer Fax Number	Text	100	N
18. Importer Email	Text	100	Y
19. Exporter Name	Text	1000	Y
20. Exporter Address 1	Text	1000	Y
21. Exporter Address 2	Text	1000	N
22. Exporter City	Text	50	Y
23. Exporter Country	Text	10	Y
24. Exporter Zip code	Text	100	Y
25. Exporter Telephone Number	Text	100	Y
26. Exporter Fax Number	Text	100	N
27. Exporter Email	Text	100	Y
28. Place of Inspection	Text	4000	Y
29. Date of Inspection	Date		Y
30. Port of destination	Text	2000	Y
31. Shipment Mode	Text	400	Y
32. Country of Supply	Text	4000	Y
33. Final Invoice FOB Value	Float		Y
34. Final Invoice Currency	Text	10	Y
35. Final Invoice Exchange Rate	Float		Y
36. Final Invoice Number	Text	4000	Y
37. Final Invoice Date	Date		Y
38. Shipment Partial Number	Float		Y
39. Shipment Seal Numbers	Text	4000	Y
40. Shipment Container Number	Text	4000	N
41. Shipment Gross Weight	Text	10	Y
42. Route	Text	10	Y
43. UCR Number	Text	15	Y
44. Product Categorization	Text	2500	Y
45. Partner (The partner reference provided per PVOC partner)	Text	50	Y

7.2 COC Items

Data is transmitted from PVOC to KEBS.

- Request URL: **{baseurl}/send/cocItems**
- Request method: **POST**



Kenya Bureau of Standards

Table 9: COC Items Fields and Length

FIELDS	Data Type	Length	Mandatory
1. CoC Number	Text	30	Y
2. Shipment Line Brand Name	Text	1000	Y
3. Shipment Line Number	Float		Y
4. Shipment Line HSCode	Text	50	Y
5. Shipment Line Quantity	Float		Y
6. Shipment Line Unit of Measure	Text	400	Y
7. Shipment Line Description	Text	4000	Y
8. Shipment Line VIN	Text	25	N
9. Shipment Line Sticker Number	Text	25	N
10. Shipment Line ICS	Text	4000	N
11. Shipment Line Standards Reference	Text	4000	Y
12. Shipment Line License Reference	Text	50	N
13. Shipment Line Registration	Text	50	N

8 COI

8.1 COI Data

COI Data is transmitted from PVOC to KEBS

- Request URL: **{baseurl}/send/coi**
- Request method: **POST**

Table 10: COI Data Fields and Length

FIELDS	Data Type	Length	Mandatory
1. IDF Number	Text	25	Y
2. RFC Date	Date		Y
3. RFI Number	Text	Numbers (15)	N
4. Col Number	Text	30	Y
5. Col Issued Date	Date		Y



Kenya Bureau of Standards

FIELDS	Data Type	Length	Mandatory
6. Clean?(Y/N)	Text	1	Y
7. Col Remarks	Text	4000	Y
8. Issuing Office	Text	4000	Y
9. Importer Name	Text	1000	Y
10. Importer Pin	Text	100	Y
11. Importer Address 1	Text	1000	Y
12. Importer Address 2	Text	1000	N
13. Importer City	Text	50	Y
14. Importer Country	Text	10	Y
15. Importer Zip code	Text	100	Y
16. Importer Telephone Number	Text	100	Y
17. Importer Fax Number	Text	100	N
18. Importer Email	Text	100	Y
19. Exporter Name	Text	1000	Y
20. Exporter Address 1	Text	1000	Y
21. Exporter Address 2	Text	1000	N
22. Exporter City	Text	50	Y
23. Exporter Country	Text	10	Y
24. Exporter Zip code	Text	100	Y
25. Exporter Telephone Number	Text	100	Y
26. Exporter Fax Number	Text	100	N
27. Exporter Email	Text	100	Y
28. Place of Inspection	Text	4000	Y
29. Date of Inspection	Date		Y
30. Port of destination	Text	2000	Y
31. Shipment Mode	Text	400	Y
32. Country of Supply	Text	4000	Y
33. Final Invoice FOB Value	Float		Y
34. Final Invoice Currency	Text	10	Y
35. Final Invoice Exchange Rate	Float		Y



Kenya Bureau of Standards

FIELDS	Data Type	Length	Mandatory
36. Final Invoice Number	Text	4000	Y
37. Final Invoice Date	Date		Y
38. Shipment Partial Number	Float		Y
39. Shipment Seal Numbers	Text	4000	Y
40. Shipment Container Number	Text	4000	N
41. Shipment Gross Weight	Text	10	Y
42. UCR Number	Text	15	Y
43. Product Categorization	Text	2500	Y
44. Shipment Line Owner PIN	Text	100	
45. Shipment Line Owner Name	Text	1000	
46. Partner (The partner reference provided per PVOC partner)	Text	50	Y

8.2 COI Items

Data transmitted from PVOC to KEBS

- Request URL: **{baseurl}/send/coiitems**
- Request method: **POST**

Table 11: COI Items Fields and Length

FIELDS	Data Type	Length	Mandatory
1. COI Number	Text	50	Y
2. Declared HS Code	Text	1000	Y
3. Quantity Line Item	Text	1000	Y
4. Product Description	Text	1000	Y
5. Owner PIN	Text	100	Y
6. Owner Name	Text	1000	Y
7. Shipment Line Brand Name	Text	1000	Y
8. Shipment Line Number	Float		Y
9. Shipment Line HSCode	Text	50	Y
10. Shipment Line Quantity	Float		Y
11. Shipment Line Unit of Measure	Text	400	Y



Kenya Bureau of Standards

FIELDS	Data Type	Length	Mandatory
12. Shipment Line Description	Text	4000	Y
13. Shipment Line VIN	Text	25	N
14. Shipment Line Sticker Number	Text	25	N
15. Shipment Line ICS	Text	4000	N
16. Shipment Line Standards Reference	Text	4000	Y
17. Shipment Line License Reference	Text	50	N
18. Shipment Line Registration	Text	50	N

9 COR Data

Data transmitted from PVOC to KEBS

- Request URL: **{baseurl}/send/cor**
- Request method: **POST**

Table 12: COR Data Fields and Length

FIELDS	Data Type	Length	Mandatory	Comment
1. COR No.	Text	150	Y	
2. Date Issued	Timestamp		Y	
3. Country of supply	Text	100	Y	
4. Inspection Center	Text	150	Y	
5. Exporter Name	Text	250	Y	
6. Exporter Address	Text	250	Y	
7. Exporter Email	Text	120	Y	
8. Application booking Date	Timestamp		Y	
9. Inspection Date	Timestamp		Y	
10. Make	Text	100	Y	
11. Model	Text	100	Y	
12. Chassis/VIN Number	Text	100	Y	
13. Engine Number/Model	Text	100	Y	
14. Engine capacity (cc Rating)	Text	50	Y	



Kenya Bureau of Standards

FIELDS	Data Type	Length	Mandatory	Comment
15. Year of Manufacture	Text	10	Y	
16. Year of First Registration	Text	10	Y	
17. Inspected Mileage (Odometer reading)	Text	50	Y	
18. Units of Mileage	Text	50	Y	
19. Inspection Remarks	Text	4500	Y	
20. Previous Registration Number	Text	20	Y	
21. Previous Country of Registration	Text	100	Y	
22. Tare Weight	Float	6.2	Y	
23. Load Capacity	Float	6.2	Y	
24. Gross Weight	Float	6.2	Y	
25. Number of Axles	Number			
26. Type of Vehicle	Text	50	Y	
27. Number of Passengers	Number		Y	
28. Body Type	Text	50	Y	
29. Body Color	Text	50	Y	
30. Fuel Type	Text	20	Y	
31. Inspection fee	Float		Y	
32. Inspection fee Currency	Text	10	Y	
33. Inspection fee Exchange Rate	Float		Y	
34. Inspection fee payment Date	Date		Y	
35. Partner (The partner reference provided per PVOC partner)	Text	50	Y	

10 Risk Profile Data

10.1 From PVOC to KEBS

- Request URL: **baseurl}/send/riskProfile**
- Request method: **POST**

Table 13: Risk Profile Data Type and Length



Kenya Bureau of Standards

FIELD	Data Type	Length	Mandatory	Comments
1. HS Code	Text	20	N	
2. Brand Name	Text	250	N	
3. Product Description	Text	250	N	
4. Country of Origin/Supply	Text	250	N	
5. Manufacturer/Trader Name	Text	250	N	
6. Importer Name	Text	250	N	
7. Exporter Name	text	250	N	
8. Risk Level	Text	50	Y	
9. Risk Description	Text	4000	Y	
10. Comments/Remarks	Text	4000	N	
11. Categorization Date	Date		Y	
12. Partner (The partner reference provided per PVOC partner)	Text	50	Y	

10.2 From KEBS to PVOC

- Request URL: **{baseurl}/get/riskProfile/{categorizationDate}**
- Request method: **GET**
- Request parameter (Path Variable): **Categorization Date (YYYY-MM-DD)**
- Use **"2020-05-24"** as the categorization date

Table 14: Risk Profile Data Type and Length

FIELD	Data Type	Length	Mandatory	Comments
1. HS Code	Text	20	N	
2. Brand Name	Text	250	N	
3. Product Description	Text	250	N	
4. Country of Origin/Supply	Text	250	N	
5. Manufacturer/Trader Name	Text	250	N	
6. Importer Name	Text	250	N	
7. Exporter Name	text	250	N	



Kenya Bureau of Standards

FIELD	Data Type	Length	Mandatory	Comments
8. Risk Level	Text	50	Y	
9. Risk Description	Text	4000	Y	
10. Comments/Remarks	Text	4000	N	
11. Categorization Date	Date		Y	

11 Product Categorization Data

Data is transmitted from KEBS to PVOC.

- Request URL: **To be provided**
- Request method: **GET**

Table 15: Product Categorization Data Type and Length

Will be provided later upon signing of contract

FIELD	Data Type	Length	Mandatory	Comments

12 Reconciliation (Invoicing) - PVOC Data

Data is transmitted from KEBS to PVOC.

- Request URL: **{baseurl}/get/invoice/{invoiceDate}/{soldTo}**
- Request method: **GET**
- Request parameters (Path Variables): **Invoice Date (YYYY-mm-DD)** and **Sold To**
- Use **"2020-05-15"** as the invoice date and **"Test"** as the sold to variables for testing

Table 16: PVOC Reconciliation Data Type and Length

FIELD	Data Type	Length	Mandatory	Comments
1. INVOICE No.	Text	15	Y	
2. Sold To	Text	250	Y	
3. Document Date	Date		Y	
4. Order Date	Date		Y	



Kenya Bureau of Standards

FIELD	Data Type	Length	Mandatory	Comments
5. Order No.	Text	15	Y	
6. Customer No.	Text	15	Y	
7. PO Number	Text	50	Y	
8. Ship Via	Text	25	Y	
9. Terms Code	Text	15	Y	
10. Description	Text	250	Y	
11. Due Date	Date		Y	
12. Amount Due	Date		Y	
13. Discount Date	Date		Y	
14. Discount Amount	Numeric	10.2	Y	
15. Unit Price	Numeric	10.2	Y	
16. UOM (UNIT OF MEASURE)	Text	50	N	
17. Amount	Numeric	10.2	Y	
18. Amount In (CURRENCY)	Text	10	Y	
19. Subtotal before taxes	Numeric	10.2	N	
20. Total Taxes	Numeric	10.2	Y	
21. Total Amount	Numeric	10.2	Y	
22. Account Name	Text	50	Y	
23. Bank Name	Text	50	Y	
24. Branch	Text	50	Y	
25. KES ACCOUNT NO.	Text	20	Y	
26. USD ACCOUNT NO.	Text	20	Y	
27. Bank and Branch Code	Number		Y	
28. SWIFT CODE	Text	20	Y	
29. VAT No.	Text	20	Y	
30. PIN No.	Text	20	Y	

13 Monitoring - PVOC Timelines Data

Data will be sent from PVOC to KEBS.

- Request URL: **{baseurl}/send/monitoring/timelines**



- Request method: **POST**

Table 17: PVOC Monitoring – Timelines Data Type and Length

FIELD	Data Type	Length	Mandatory	Comments
1. COCNO	Text	20	N	
2. UCR Number	Text	20	Y	
3. RFC Date	Date		Y	
4. Date of Inspection	Date		Y	
5. COC Issue Date	Date		N	
6. Requested date of Inspection	Date		Y	
7. Confirmation of COC date	Date		Y	
8. RFC to Inspection	Number		Y	
9. Inspection to Issuance	Number		Y	
10. RFC to Issuance	Number		Y	
11. Acceptable Documents to Inspection	Number		Y	
12. Payment to Issuance	Number		Y	
13. Final Documents to Issuance	Number		Y	
14. Route	Text	10	N	
15. Date Acceptable Documents were Submitted	Date		N	
16. Date of Payment	Date		N	
17. Date Final Documents were Received	Date		N	

14 Queries

14.1 Queries – PVOC to KEBS

This data shall be sent from PVOC to KEBS

- Request URL: **{baseurl}/send/monitoring/queries**
- Request method: **POST**



Kenya Bureau of Standards

Table 18: Queries Data Type and Length

FIELD	Data Type	Length	Mandatory	Comments
1. COCNO	Text	20	N	
2. UCR Number	Text	20	Y	
3. RFC Number	Text	20	N	
4. Invoice Number	Text	20	N	
5. KEBS Queries Raised	Text	4000	N	
6. KEBS Responses	Text	4000	N	
7. Partner Response	Text	4000	N	
8. Partner Queries	Text	4000	N	
9. Analysis on Partner Response	Text	4000	N	
10. Conclusion	Text	4000	N	
11. Link to Uploads	Text	4000	N	

14.2 Queries – KEBS to PVOC

This data shall be sent from KEBS to PVOC

- Request URL: **{baseurl}/get/monitoring/queries**
- Request method: **GET**
- **Json Object passed** – Depending on nature of query pass the necessary value

Table 19: Queries from KEBS to PVOC Data Type and Length

FIELD	Data Type	Length	Mandatory	Comments
1. COCNO	Text	20	N	
2. UCR Number	Text	20	Y	
3. RFC Number	Text	20	N	
4. Invoice Number	Text	20	N	
5. KEBS Queries Raised	Text	4000	N	
6. KEBS Responses	Text	4000	N	
7. Partner Response	Text	4000	N	
8. Partner Queries	Text	4000	N	

FIELD	Data Type	Length	Mandatory	Comments
9. Analysis on Partner Response	Text	4000	N	
10. Conclusion	Text	4000	N	
11. Link to Uploads	Text	4000	N	

15 APPENDIX
15.1 List of Documents Per Route

Route	Required Documents	Mandatory?
A	1. Unique consignment Reference –UCR number 2. Proforma / commercial invoice 3. Packing list	Mandatory
	4. Import Declaration Form (IDF) 5. Copy of product technical specification from the manufacturer Manual/ operating instructions. 6. The manual/instruction shall include English or Swahili translation. 7. Production data (i.e. Batch size/number, Name of manufacturer, Date of manufacture/expiry, manufacturer's certificates 8. QMS certificates 9. Distributorship/Dealership agreements-if available (only applicable to manufacturer-authorized distributors/Dealers) 10. Test reports traceable to the goods being shipped.	Not Mandatory
B	Documents Required for Registration	
	1. Product data sheet and/ or Product description (to specify the product's intended use)	Mandatory
	2. Copy of product technical specification – from the manufacturer. 3. Manual/ operating instructions. 4. QMS Certificates. 5. Distributorship/ Dealership agreements (only applicable to manufacturer authorized distributors/ dealers). 6. Test reports, third party certificates/approvals/Certification marks.	Not Mandatory
	Documents Required for Certification	
	1. Statement of Registration. 2. Proforma invoice and Import 3. Declaration form (IDF) 4. Unique consignment Reference –UCR number	Mandatory
C	Documents Required for Licensing	



Kenya Bureau of Standards

Route	Required Documents	Mandatory?
	1. Product data sheet and/ or Product description (to specify the product's intended use)	Mandatory
	2. Test reports	Not Mandatory
	3. The manufacturer's quality system documentation.	
	Documents Required for Certification	
	1. Statement of Licensing.	Mandatory
D	2. Proforma invoice and Import	
	3. Declaration form (IDF)	
	4. Unique consignment Reference –UCR number	
	1. Unique consignment Reference –UCR number	Mandatory
	2. Proforma / commercial invoice	
	3. Master Packing list (submitted in a separate mail)	
	4. Declaration Form (IDF)	
	5. Copy of product technical specification from the manufacturer Manual/ operating instructions.	Not Mandatory
	6. The manual/instruction shall include English or Swahili translation.	
	7. Production data (i.e. Batch size/number, Name of manufacturer, Date of manufacture/expiry, manufacturer's certificates	
	8. QMS certificates	
	9. Distributorship/Dealership agreements-if available (only applicable to manufacturer-authorized distributors/Dealers)	
	10. Test reports traceable to the goods being shipped	