

KENYA BUREAU OF STANDARDS

INTERNATIONAL TENDER FOR SUPPLY AND DELIVERY OF KEBS STANDARDIZATION MARK (ISM/SM) STICKERS

TENDER NO: KEBS/T041/2017-2020

International Tender for Supply and Delivery of KEBS Standardization Mark (ISM/SM) Stickers.



The Managing Director
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Kenya Bureau of Standards

SECTION I

INVITATION TO TENDER

Date: Tuesday, 10th April 2018

TENDER REF No: KEBS/T041/2017-2020

International Tender for supply and delivery of KEBS Standardization marks (ISM/SM) Stickers.

1. The Kenya Bureau of Standards (KEBS) invites sealed technical and financial proposals from eligible companies for supply and delivery of KEBS ISM/SM Stickers complete with traceability.
2. Interested eligible companies may obtain further information 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).
3. A complete tender document may be obtained by interested companies upon payment of a non-refundable fee of **KES 1,000** in cash or bankers cheque payable to Kenya Bureau of standards.
4. Prices quoted shall be net inclusive of all taxes and delivery costs expressed in Kenya Shillings and shall remain valid for a period of **120 days** from the closing date of the tender.
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**

To be received on or before **Monday, 30th April, 2018: 1200hrs East African Time.**

6. Tenders must be accompanied by Tender Security of **USD Fifty Thousand (50,000)** in the format specified in the tender document.
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.

KEBS reserves the right to accept or reject any tenders.

**Managing Director,
Kenya Bureau of Standards**



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SECTION II INVITATION TO TENDER

2.1 Eligible Tenderers

- 2.1.1 This tender is open to all tenderers as described in the *Instructions to Tenderers*. The successful tenderer shall supply and deliver KEBS ISM/SM Stickers complete with traceability system for the stipulated duration (hereinafter referred to as “the term”) from the date of commencement specified in the tender documents for a period of 36 months.
- 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 shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the 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 PPRA 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 document, 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 not exceed KES 1, 000/=
- 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
- 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 for non-responsiveness.



2.4 Clarification of 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 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 which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Documents Comprising the Tender

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

- a. A Tender Form duly 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. Duly filled confidential business questionnaire.

2.8 Form of Tender.

- 2.8.1 The tenderers shall duly complete and stamp the Tender Form 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 unit prices where applicable and total tender prices of the services it proposes to provide under the contract including royalties to be paid to KEBS.
- 2.9.2 Prices indicated on the Financial Proposal shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.
- 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 Variations in price shall not be allowed for a period not exceeding one year (12 months).
- 2.9.5 Where variation is allowed, the variation shall not exceed 10% 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 Kenya Shillings.

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 2 per cent of the tender price quoted.
- 2.12.2 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 2.12.7
- 2.12.3 The tender security shall be denominated in United States Dollars and shall be in the form of
 - a) Cash
 - b) A bank guarantee from recognized financial institution
 - c) Letter of credit



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- 2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 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. 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 120 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 tenders 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 and well paged.
- 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.



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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 Monday, 30th April, 2018: 1200hrs East African Time,"**
- 2.15.2 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late". —
- 2.15.3 If the outer envelope is not sealed and marked as required in clause 2.15.1, the Kenya Bureau of Standards will assume no responsibility for the tender's misplacement or premature opening.
- 2.15.4 The tenderers must stamp and sign all the pages of their bid documents.

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 **Monday, 30th April, 2018: 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 Tenders

- 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 tenders.
- 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 Tenders

- 2.18.1 The Kenya Bureau of Standards will open all tenders in the presence of tenderers' representatives who choose to attend, at **Monday, 30th April, 2018: 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 closing/opening of the tenders.
- 2.18.3 The Kenya Bureau of Standards will prepare minutes of the tender opening which may be submitted to the tenderers that signed the tender opening register upon making a formal request.

2.19 Clarification of Tenders

- 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, correctly submitted and paged.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the tenderer does not accept the correction of the errors, its tender shall be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 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 material deviations. 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 Kenya Shillings.

2.22 Evaluation and Comparison of Tenders

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 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 for the execution of ISM/SM contract.
- 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 this base price.

2.22.5 The tender evaluation committee shall evaluate the tender within the timelines a per the law.

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

- a. Necessary qualifications, capability, experience, services, security printing and other equipment and facilities to provide services described in this Tender.
- b. Legal capacity to enter into a contract for provision of printing services described in the Tender
- c. Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- d. Shall not be debarred from participating in public procurement
- e. Shall have performed well in the event of having had or done a previous contract with KEBS.
- f. Shall have no existing legal dispute with KEBS or any government department agencies.



2.23 Contacting the Kenya Bureau of Standards

- 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.
- 2.23.1 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 of Contract

Award Criteria

- 2.24.1 The Kenya Bureau of Standards will award the contract to the successful tenderer whose tender has 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 in writing that its tender has been accepted.
- 2.25.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the Kenya Bureau of Standards. Simultaneously the other tenderers shall be notified that their tenders have not been successful with clear reasons.
- 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 as required by law.

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.



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2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer 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 or other justifiable reasons for the delay.

2.27 Performance Security

2.27.1 Within thirty (30) days of the signing of the contract, the successful tenderer shall furnish the performance security in accordance with the conditions of contract in the Performance Security Form provided in the Tender documents, or in another form acceptable to the Kenya Bureau of Standards.

2.27.2 Failure by 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 most responsive evaluated tenderer or call for new tender.

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 TO INSTRUCTIONS TO THE TENDERERS

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

2.1 Eligible tenderers

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

- i. The tenderer must be a high security printing company with capacity to print KEBS ISM /SM stickers as per contract requirements.
- ii. The tenderer must demonstrate capability and proven experience/record in secure traceability of services for Government Agencies/ departments in multiple countries, three of which must be outside Kenya. Copy of Contracts to be enclosed.
- iii. The tenderer must have the physical and technical infrastructure and qualified personnel required to print and supply secure KEBS ISM Stickers complete with a traceability system.
- 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 hold a valid ISO 9001, ISO 14001, OHSAS 18001 and ISO 14298 certifications.
- vi. The tenderer shall hold valid ISO 27001 certification
- vii. The tenderer or any of its affiliates should not have had any similar contract terminated by any competent authority on procurement malpractice.
- 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 KEBS.
- x. The tenderer shall have purchased this tender document and attached copy of purchase document.
- 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 shall be required to execute a contract with the client within **thirty (30) days** from the date of award.



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) Form RB 1

2.7 Documents comprising the Tender

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

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

2.8 Tender Form

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

2.9 Tender Prices

The tenderer shall indicate proposed prices and royalties in accordance with requirement on clause 2.10.2 c (1) (financial proposal).

2.10 Tender Currencies

- 2.10.1 Prices shall be quoted in Kenya Shillings.

2.11 Tenderers Eligibility and Qualifications Documents

- 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 requirements of this tender and shall satisfactorily provide the following information in order to proceed to the technical stage:

1. Copy of certificate of incorporation for the tenderer certified by a notary public.
2. A list of all directors giving, full names, passport number, Nationality, email addresses and daytime telephone numbers.
3. Copy of passport or identification for each of the listed directors.
4. Copy of current tax compliance certificate or equivalent document issued by the competent authority in the country/ Independent Chartered Accountant where the company is registered certified by a notary public.
5. Organizational Profile (*brief history, business activities and the organization chart that shows how printing, traceability (ICT) and quality assurance services under this tender shall be provided*)
6. Notarized curriculum vitae of persons responsible for security printing and traceability system (ICT).
7. Duly filled, completed and stamped Confidential Business Questionnaire.
8. Evidence of certification to ISO 9001, ISO 14298, ISO 27001, OHSAS 18001 and ISO 14001. All these certifications should belong to one plant.
9. Approved audited account for the last five years certified by a notary public. Tenderer must have an annual turnover of more than USD 10 Million for the last three (3) years. Tenderer must have a positive net worth and must not have incurred losses in the last 3 years.
10. The tenderer shall also include a sworn statement made before a commissioner of oath for the following:
 - i. That the company has not filed for bankruptcy or is not under receivership.
 - ii. That the company has not had any contract with a Government/Government agency terminated by any Authority because of deficiencies in similar contract, wrong doing by the company or other similar deprecating causes in the last 10 years.



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- iii. That, the Tenderer is independent from the industry and not directly or indirectly involved in the manufacturing, import, distribution, or wholesale or retail trade of any products subject KEBS ISM/SM regulations.
- 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.

11. The tenderer must attach a copy for the receipt for the purchase of this tender document.

12. Tender security.

Note: *Duly signed Tender Form must be filed together with financial proposal*

b) THE TECHNICAL EVALUATION

The tenderer is required to provide the following information:

1. Evidence of Physical Presence and technical capacity to offer high security Quality Marks.

i. Physical location and contact information (Fax/Email and Telephone) of Main registered office (i.e. Headquarters) and name, title and contact details of the person responsible for services being tendered.

ii. A list of High security printing equipment owned by the tenderer.

2. Organizational chart

The chart should clearly identify the persons responsible for (i) *high security printing*, (ii) *ICT services*, and (iii) *quality assurance/risk management* in provision of the tendered services.

3. Certifications

The Manufacturing Site that is used for Manufacturing the KEBS Quality Marks must be certified to **ISO 9001, ISO 14298, ISO 27001, ISO 14001 and OHSAS 18001**. This site must be owned and operated by the Bidder for Security Reasons and facilities of any Associated or Sister Companies will not be considered. Outsourcing of any part of the KEBS Quality Mark Manufacturing process will not be permitted for Security reasons. All the above mentioned certifications must belong to one location

Certification to ISO 14298: This certification to be type Governmental Level

Certification to Intergraf is an added advantage.

4. Experience gained in supplying paper based high security printed products to Governments and/or Government departments.

i. A brief description of similar high security printing contracts performed by the company in the last 5 years including the name of Government and/or Government departments, nature of service provided and, duration of service provision.



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- ii. Contract sum (in Dollars) for each contract.
- iii. Copies of contract or testimonial from the contracting Government or Government department and their contact details.

5. Qualifications and experience of the company's personnel

The tenderer should provide the following information:

- i. A schedule of all the personnel identified in the organization chart giving the following information: Full name, academic qualification and professional qualification and key responsibilities with respect to services to be provided under this tender.
- ii. Curriculum vitae for person(s) responsible for high security printing and traceability system. The CVs must be signed by the owners and certified by an attorney. Attach certified copies of their academic and professional certificates

6. Traceability system

The tenderer must have an operational traceability system for field verification that is capable of fulfilling the following additional functions:

- i. **Online ordering system:** The proposed system must be capable of enabling KEBS to place orders for KEBS ISM/SM with successful bidder through an online ordering system.
- ii. Must enable Storage of unique codes/data assigned to KEBS ISM/SM stickers.
- iii. Must enable KEBS personnel or those designated by KEBS to access the database and download MIS reports related to ISM/SM stickers issued to importers/ traders.
- iv. **Field authentication and auditing:** The system must be capable of auditing and displaying details of ISM/SM stickers through scanning of 2D bar/QR code using smartphone application or electronic handheld device.
- v. Maintain and make available a central database of KEBS ISM/SM stickers in format that can be accessible via a short messaging system (SMS) or smartphone application. The central database shall record all codes and monitor status of each product applied with ISM/SM sticker. It shall identify cases of incorrect usage of KEBS ISM/SM stickers and assist KEBS identify potential illicit practices.

NOTE: Tenderer shall provide a smartphone application (Apps), available on iOS and Android, to assist the general public with verification of KEBS ISM/SM sticker authenticity and retrieve its product related information. Successful tenderer shall surrender the smartphone application to KEBS.



7. Proposed features for KEBS ISM Stickers

The proposed secure KEBS ISM/SM stickers must have the following characteristics;

- i. Overt and Covert security features allowing for authentication by different stakeholders in the distribution chain.
- ii. The security features shall be non-commercial available and be safeguarded through an exclusive source of supply.
- iii. The stickers shall be tamper proof and applicable to different substrates such as board, metal or glass etc
- iv. The stickers shall be protected against photocopy, digital reproduction and other method of forgery through appropriate technology.
- v. The stickers shall have a secure 2D barcode and a unique human readable alphanumeric code for traceability purposes. The 2D code shall be printed with secure features to protect it against duplication and counterfeiting.
- vi. Each KEBS ISM/SM sticker shall be authenticated and traceable by a dedicated electronic handheld device. Tenderers to provide such electronic device for demonstration.
- vii. The stickers shall be supplied in forms compatible with high speed automated label application equipment.
- viii. The Proposed System should also be capable of supported Electronic ISM/SM Imprints directly on products where paper labels or stickers are not suitable.

NOTE: KEBS ISM/SM Sticker shall be printed on self-adhesive paper dull to UV light to facilitate viewing of fluorescent prints. The paper shall be 80- 90 GSM (including coating). The size of KEBS ISM/SM Sticker shall be 20mm × 14mm. Tenderer must be capable of handling multiple sizes of KEBS ISM/SM Stickers.

8. Demonstration

Tenderer must demonstrate that the proposed ISM/SM cannot be forged through photocopying and other digital means by providing samples of the proposed KEBS ISM/SM in Bid. Tenderer must also demonstrate capabilities of the proposed traceability system (ordering, verification and reporting) by providing access rights. A sample of an electronic handheld device as well as a smartphone application (for Marks authentication) to be provided in the Bid.

c) FINANCIAL EVALUATION

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

- i. The Unit cost of one ISM/SM Sticker to be sold to the users subject to a maximum of **Kshs 0.5**
- ii. The proposed royalty fee payable to KEBS on a monthly basis subject to a minimum of 7%



2.12 Tender Security

2.12.2 Tenders must be accompanied by Tender Security of United States Dollars **50,000** 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.)**

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

- a) Cash
- b) A bank guarantee from international recognized institution
- c) Letter of credit

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for **one hundred and twenty (120) 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 Tenders shall be presented in **one original and three copies**, each set enclosed in the envelopes as described below.

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 two separate envelopes clearly marked:

“A – Technical Proposal”

“B – Financial Proposal”

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

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

Envelope “B” - Financial proposal

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



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Together, these two envelopes shall be placed in one outer envelope clearly marked: **Tender No. KEBS/T041/2017-2020** International Tender for Supply and delivery of KEBS ISM/SM Stickers complete with traceability system 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 605490/ 6948000
Fax:+254 20 609660
E- mail:info@kebs.org or procurement@kebs.org

“DO NOT OPEN BEFORE 1200hrs (East African Standard Time) on Monday, 30th April, 2018”

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 tenders misplacement or pre-mature opening.

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

2.15 As provided in 2.15 of the *Instruction to Tenders*

2.16 As provided in 2.16 of the *Instruction to Tenders*

2.17 As provided in 2.17 of the *Instruction to Tenders*

2.18 As provided in 2.18 of the *Instruction to Tenders*

2.19 As provided in 2.19 of the *Instruction to Tenders*

2.20 As provided in 2.20 of the *Instruction to Tenders*

2.21 As provided in 2.21 of the *Instruction to Tenders*

2.22 Evaluation and Comparison of Tender s

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

The Kenya Bureau of Standards may request additional information it might deem necessary to verify or expand the information provided by the tenderer. A Due Diligence may be undertaken by KEBS if deemed necessary. The Due Diligence will serve to confirm the information presented in the Technical Proposal and any inconsistencies established may lead to disqualification of the tender.

The evaluation process shall be confidential.

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

2.22.1 Criteria for Evaluation of Technical Proposals

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

Tenderers who do not receive at least 75 points out of the maximum 80 points in the evaluation of their technical proposals shall be disqualified and their financial proposals returned unopened.



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

S. No.	Evaluation Criteria	Max Marks 80
1	Security Printing Certifications of the Bidder	Max 35
	a) The Bidder must be certified for ISO 9001:2008 and the scope of the ISO Certificate must include Printing of Excise Stamps	5
	b) The Bidder must be a High Security Printer certified by Intergraf for Governmental Level for a prior to the date of submission of the bid . The Bidder must be present on the Intergraf List of Certified Security Printers on the Intergraf Official website. Certification to intergraf is an added advantage.	5
	c) The Manufacturing Site that is used for Manufacturing the KEBS Quality Marks must be certified to ISO 9001, ISO 14298, ISO 27001, ISO 14001 and OHSAS 18001 . This site must be owned and operated by the Bidder for Security Reasons and facilities of any Associated or Sister Companies will not be considered. Outsourcing of any part of the KEBS Quality Mark Process Manufacturing process will not be permitted for Security reasons. All the above mentioned certifications must belong to one location.	25
2	Experience gained in supplying paper based high security printed products to Governments and/or Government departments (attach prove)	Max 20
	a) The Bidder must have installed High Security Quality Marks with Digital Track and Trace Solution to two Government Entity in Africa - Purchase Orders/Contract Copy along with reference letter to be attached.	5
	b) The Bidder must have supplied High Security Excise Stamps or Quality Marks or other similar Track and Trace solution, directly to the respective Government Departments. Marks shall be awarded in any one of the below slabs.	
	i) 3 Projects	3
	ii) 4 Projects	4
	iii) 5 or more Projects	5
	c) One of the contracts must be for supply of Quality marks for a National Standards Agency or similar organization/government agency. This contract must have been launched and should be similar in scope to the ISM/SM Project. Copy of the Contract and proof of project launch to be enclosed.	10

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S. No.	Evaluation Criteria	Max Marks 80
5	Security Features of the Proposed KEBS Digital Quality Marks	Max 10
	The Bidder must meet all the Security requirements of the KEBS and must provide a write up of the Security Features offered. The required features are: 1) Overt Features - Printed Features (Atleast TWO) 2) Overt Features - Optically Variable Ink 3) Covert Features - Invisible Prints 4) Semi-Covert Features - Special Text visible through a filter 5) Digital Features - QR Code and USDN Number	10
TOTAL MAXIMUM MARKS		80

Each responsive bid shall be given a Technical Score (TS) which will be the actual marks out of the maximum of eighty.

2.22.2 Criteria for Evaluation of Financial Proposals

Formula for Determining the Financial Score:

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

1. The price per sticker proposed by the tenderer subject to the maximum allowable figure:

The financial score for the fee charged is given by $F1 = Fx/Fy \times 20$

Where

F1 is the score for the proposed price

Fx is the lowest proposed price amongst the responsive tenderers

Fy is the proposed price by the tenderer

Maximum: 20 Points

Note: Any fee above the maximum, allowable shall be deemed non responsive.

2. The share of the fee in (1.) above that the tenderer proposes to remit to the Kenya Bureau of Standards on a monthly basis as royalties for the program's administration.
Formula for financial score for royalty fee $F2 = fry/fm \times 20$
Where;

F2 is the score for the proposed royalty

fry is the proposed royalty by the tenderer

fm is the highest proposed royalty amongst the tenderers.



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Maximum: 20 Points

Note: Any Percentage royalty fee below the minimum allowable shall be deemed non responsive.

The completed tender form must duly be stamped and signed

Each responsive bid shall be given a financial score (FS)

Final Financial Score $F(t) = F1 + F2$

Note: Any non-responsiveness in either the verification fees or royalties shall render the entire financial bid non responsive

2.22.3 Evaluation of Overall Score (Technical and Financial)

The Technical Score (TS) and the Financial Score (Ft) shall be combined to form the overall score (Os) i.e. $Os = Ts + Ft$.

2.22.4 Determination of Successful tenderers

KEBS shall determine the tenderer to be awarded the tender based on overall score. Tenderer with the highest score shall be considered for award.



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.



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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.



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>“KEBS ISM” means Kenya Bureau of Standards Import Standardization Mark;</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 4.2;</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 4.9;</p> <p>“Third Party” means any person or entity other than the client, the contractor or a subcontractor</p>
3.16 Applicable law	Laws of Kenya.



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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 Fax: 604031.
Bid security	USD 50,000 30 days beyond the tender validity period. (150 DAYS)
3.5.1 Performance security	Shall be 5 % of the tender price
3.7 Delivery of Services	As in 3.7.1
3.8 Payment	As in 3.8
3.9 Price adjustment	No price changes shall be allowed.



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 equivalent to 5% (five percent) of the tender price 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 High Security Printing Services

5.2.1 The contractor shall print, supply and deliver secure KEBS ISM/SM or an electronic alternative to the client as per order quantity as described in this tender (*Description of services*) and any amendment thereto as shall be approved by KEBS. The Contractor shall deliver the first batch within one (1) month from the date of execution of the Contract. Subsequent orders shall be delivered within two weeks of ordering by the Client.

5.2.2 The contractor shall set up a 2D code and alphanumeric code *Encoding centre* at the Client's Premises for *encoding* and issuing the KEBS ISM/SM Stickers by the Client to the Client's Customers. The Contractor shall set up the *encoding* centre within *One (1) month* of the date of execution of the Contract.

5.2.3 The contractor shall supply Install, Configure and Commission Traceability System and Data Centre along with required Hardware for the same within one (1) month from the date of execution of the Contract.

5.2.4 The contractor shall conduct training 60 of the Client's Inspectors as well as provide dedicated electronic handheld devices for field verification of ISM/SM sticker authenticity.

5.2.5 Delay by the Contractor to meet the set timelines as prescribed herein shall attract a penalty of Kenya Shillings Ten Thousand (10,000) per day for the period the Contractor fails to meet the timelines. Failure to meet set timelines more than five (5) times shall constitute a breach of contract.

5.3 Personnel

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

5.3.2 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.

5.4 The contractor shall be required to establish an operational office in Kenya to offer technical support to the Client for successful implementation of the programme.



5.5 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

Kenya Bureau of Standards is a statutory body established under the standards Act, Cap 496 Laws of Kenya mandated to, amongst others, conduct import inspection through Pre-export Verification of Conformity (PVoC) programme and destination inspection culminating into issuance of an Import Standardization Mark (ISM/SM) to importers for application on products meeting the requirements of relevant Kenya Standards. ISM/SM is a Quality Mark that gives assurance and confidence to consumers on the quality and safety of imported products bearing it. Therefore, it must be secure and traceable to KEBS database of certified imports.

ISM must be printed on self-adhesive paper with appropriate security features complete with a traceability system. The sticker must be suitable for application a wide range of products through a high speed automated labelling application equipment as well as handheld industrial applicators.

The purpose of this tender is to engage a competent high security printing company with suitable traceability system to supply and deliver secure ISM/SM to Kenya Bureau of Standards ("The Client").

6.2 Printing, Supply, Delivery and Encoding of KEBS ISM

The Tenderer will be required to deliver the first lot of ISM/SM Stickers and setup the Encoding Centre in KEBS premises within One Month / Thirty Days of signing the contract.



SECTION VI: STANDARD FORMS

- 1) Tender Form
- 2) Confidential Questionnaire Form
- 3) Tender Security Form
- 4) Performance Security Form
- 5) Bank Guarantee for advance payment
- 6) Award Notification
- 7) Form RB1
- 8) Contract Form



Kenya Bureau of Standards

1. 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 **5 percent** of the tender price for the due performance of the contract, in the form prescribed by Kenya Bureau of standards.
4. We agree to abide by this Tender for period of **120 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 _____



2. 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

3. 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

4. PERFORMANCE SECURITY FORM

To: Kenya Bureau of Standards

WHEREAS.....[name of tenderer]

(hereinafter called "the tenderer") has undertaken, in pursuance of Contract No.[reference number of the contract]
dated20.....to

supply.....

[Description of services](Hereinafter called "the contract")

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of[amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of[amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the ____ day of 20.....

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)



Kenya Bureau of Standards

5. BANK GUARANTEE FOR ADVANCE PAYMENT

To.....

[name of tenderer].....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,

.....

[name and address of tenderer][hereinafter called "the tenderer"] shall deposit with the Kenya Bureau of Standards a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of *[amount of guarantee in figures and words]*.

We, the*[bank or financial institution]*, as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Kenya Bureau of Standards on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding

[amount of guarantee in figures and words].

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

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

Yours truly,

Signature and seal of the Guarantors _____

[name of bank or financial institution]

[address]

[date]



Kenya Bureau of Standards

6. LETTER OF NOTIFICATION OF AWARD

Address of Kenya Bureau of Standards

To: _____

RE: RFP No. _____

RFP Name _____

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



Kenya Bureau of Standards

7. FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Kenya Bureau of Standards*)

Request for review of the decision of the..... (*Name of the Kenya Bureau of Standards*) ofdated the...day of20.....in the matter of Tender No.....of20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address.....Fax No.....Tel. No.....Email, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:-

- 1.
- 2.
- etc.

By this memorandum, the Applicant requests the Board for order/orders that: -

- 1.
- 2.
- etc

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of20.....

SIGNED
Board Secretary



Kenya Bureau of Standards

8. CONTRACT FORM

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

WHEREAS the Procuring entity invited tenders for the supply and delivery of secure KEBS ISM complete with traceability system 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 Price").

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 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 secure KEBS ISM complete with traceability system 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 _____