



ADDENDUM NUMBER 1 OF TENDER NO. KEBS/T012/17-2020

Question 1: Clause 2.27: Performance security pg12

Clause 2.27.1 mentions that the successful tenderer shall submit the performance security within 28 days whereas clauses 3.5.1 and 5.1 talk of 30 days. Please clarify whether it's within 28 days or 30 days.

Answer 1:

Clause 2.27.1 of Section II is hereby amended to read: **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**

Question 2: Clause 2.11.2: Evaluation pg 15

a) Preliminary Evaluation

Item 9:approved audited account details for the last 5 years (January 2011 – December 2016).

The years mentioned (2011 – 2016) makes it 6 years. Please clarify whether its 5 years or 6 years?

Answer 2:

Clause 2.11.2 (a) 9 of Appendix to instructions to tenderers is hereby amended to read: **Verifiable proof that the company has the financial strength to perform the services in form of approved audited account details for the last five years (January 2012 - December 2016)**

Question 3: Technical Evaluation

Item 1(i & ii): Requirements on physical offices and provision of copies of title/proof of lease/tenancy agreement for offices in each site.

Can the tenderer provide the relevant documents for the Country's Head Quarters and provide a directory for the branches within the country?



Answer 3:

Clause 2.11.2(b) 1 (ii) is hereby amended to read:

Copy/ies of title/proof of lease/tenancy agreement for the main office in each country.

Question 4: Item 4(ii): requirement for CVs to be certified by an attorney.

Can the tenderer's person(s) with the power of attorney from the tenderer be allowed to sign the CVs?

Answer 4:

It is hereby clarified that CVs must be signed by the owner and be countersigned by an attorney. For purposes of this tender, where countersigning or certification by an attorney is required, the tenderer's own in-house attorney (i.e. staff of the bidder) is allowed to countersign or certify the documents. .

Question 5: Item 4(iii): List of inspectors with valid IFIA certification forzones 3, 4, 13 and 14

IFIA certification only provides the list of countries an Inspection firm is certified for and is not applicable to persons. Can KEBS clarify on this requirement?

Answer 5:

Clause 2.2.11(b) 4(iii) of Appendix of Instructions to tenderer is hereby amended to read: **List of inspectors with valid IFIA certification.**

Note: The words: ..'for those tenderers tendering for any of the following zones: Zone 3, Zone 4, Zone 13 and Zone 14' in clause 2.2.11(b) 4 (iii) are hereby deleted. The requirement applies to all tenderers.

Question 6:

Can the tenderer submit the accreditation number, body and the copy of the current certificate instead of providing the scope of accreditation for each country listed in the zones?

Answer 6:

The requirements in clause 2.11.2 (b) 7 of Appendix to instructions to tenderers remain as is. Tenderers must respond to the requirements as requested in the tender document



Question 7: Financial Evaluation

Item 1, second paragraph: the fees shall include the cost of inspection, sampling, container sealing and any other overheads related these aspects of inspection.

Can KEBS exclude Bulk sampling and container sealing from the applicable fees?
Container sealing can be applicable to Exporters with compliance issues but at a cost.

Answer 7:

Please refer to the tender document. Bulk sampling is part of the general sampling. The fees cover documentary verification, physical inspection, sampling of goods including sealing of the containers where applicable.

Question 8: Clause 2.22.1: Criteria for Evaluation of Technical proposals pg 20

Item 1: copies of title/lease/tenancy agreement for offices certified by an attorney for each location.

Can the tenderer use its company lawyer to certify the title/lease/tenancy agreement for the offices?

Answer 8:

For purposes of this tender, where countersigning or certification by an attorney is required, the tenderer's own in-house attorney (i.e. staff of the bidder) is allowed to countersign or certify the documents

Question 9: Item 4: evidence of management training for staff directly involved in the management of the service required (attach certificates).

Please clarify the specific type of management certificates is KEBS looking for?

Answer 9:

The tenderer should provide certificates related to trainings on managerial duties

Question 10: Clause 5.2: Inspection/Verification Services

Clause 5.2.25: The Contractor shall seal full load containers upon inspection as notified by KEBS.

What happens where the tenderer seal container(s) and thereafter the other relevant government agencies break the seal for consignment verification before shipment at the port of export?



Answer 10:

Sealing of containers as notified by KEBS is a requirement. However, breakage of seals during implementation will be dealt with as an operational issue.

Question 11: Clause 5.4: Remittances to KEBS

Clause 5.4.1: the contractor shall ensure that the royalties equivalent to 31% of the fees charged by contractorare remitted to the client on monthly basis.....

The minimum percentage being charged by KEBS is too high for a programme of similar nature. This might water down the quality of service delivery during the programme execution. Can KEBS retain the royalty fees paid on the current contract?

Answer 11:

No. Tenderers are required to propose royalties payable to KEBS as outlined in the tender document.

Question 12

Section II Appendix to Instructions to tenderers, 2.11.2 Evaluation (page 16)

We understand that, to be compliant at the technical evaluation to the note of section 2.11.2 b. 1. Evidence of Presence and location to provide PVoC services, page 16:

“Note: The tenderers must provide information required above for each of the countries listed in column 5 of the table given in Section VI (Clause 6.3) and for the proposed sub-contractors in the remaining countries for each zone bidden for in the absence of their own registered office.”

the tenderer must provide the required documentation (listed in 2.11.2.b.1 i, ii, and iii) for all the countries of column 5. The tenderer must have a legal entity in these countries; subcontractors are not allowed (in line with 2.11.2.a.7.).

For the remaining countries (countries which are not in column 5) the tenderer is asked to provide the same documentation. As an alternative, the tenderer is allowed to use a subcontractor for which same documentation will have to be provided.

Do you confirm that it is correct



Answer 12

Yes, your understanding is correct. However, take note of Answer No. 3 above.

Question 13

Section V Schedule of requirements - Clause 3.5.1 Performance Security, page 30 states:

“Within thirty days (30) days) after signing of the contract, the contractor shall place an irrevocable performance security equivalent to **5% (ten percent)** of the tender price per zone by instrument issued in United States Dollars by a recognized financial institution acceptable to the client, guaranteeing the fulfillment of their contractual obligations..”

The SCC clause 3.5.1 states that the performance security shall be 5%.

Can you please confirm the percentage?

Answer 13

Section V, clause 5.1 is hereby amended to read: **Within thirty days (30) days) after signing of the contract, the contractor shall place an irrevocable performance security in favor of the client for the amount of United States Dollars equivalent to 5% (five percent) of the tender price per zone by instrument issued in United States Dollars by a recognized financial institution acceptable to the client, guaranteeing the fulfillment of their contractual obligations.**

Question 14

Request for postponement of the submission date

Considering the huge quantity of documents to be collected from our network, we need to have more time to prepare the tender. We therefore kindly ask you to postpone the date for submission, in accordance with the minimum time period between advertisement and deadline for submission of international tenders prescribed by the Public Procurement Regulation

Answer 14

The tender submission date remains as published in the invitation to tender.

Question 15: Tender security:

Is China Guangfa Bank qualified in this situation, or to put it in another way that to be equipped with which parameters can be called an international recognized bank according to the tender document?



Answer 15

The tender security can be in the form of a bank guarantee from an international bank that is operational and duly registered as such by the financial regulator in the country of operation.

Question 16

Can KEBS issue an invitation letter to personnel of the tenderer to facilitate their travel to Kenya for purposes of participating in the tender?

Answer 16

Invitation to tender in Section I of the tender document is an open invitation to all interested tenderers. No additional invitation letter to facilitate specific tenderers will be given by KEBS.

ADDITIONAL INFORMATION

The proposed verification fees by tenderers for Routes A, B, C and D respectively must be the same for ALL zones bidded for.

ALL OTHER CONDITIONS REMAIN THE SAME.

MANAGING DIRECTOR