



**Kenya Bureau of
Standards**
Standards for Quality life

TENDER NO. KEBS/T014/2020/2021 FOR PROVISION OF CONSULTANCY SERVICES-

COMMUNICATION SUPPORT/PUBLIC RELATIONS

DATE OF TENDER DOCUMENT: 19TH JANUARY 2021

**ALL TENDERERS ARE ADVISED TO READ CAREFULLY THIS TENDER DOCUMENT IN
ITS**

ENTIRETY BEFORE MAKING ANY BID

(TENDER DOCUMENT FOR PROVISION OF PUBLIC RELATIONS)

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INTRODUCTION

Dear Prospective Bidder,

1. Description of The Kenya Bureau of Standards and our Core Business

Kenya Bureau of Standards (KEBS) is a statutory body established under the Standards Act (CAP 496) of the laws of Kenya. KEBS commenced its operations in July 1974.

The KEBS Board of Directors is known as the National Standards Council (NSC). It is the policy making body for supervising and controlling the administration and financial management of the Bureau. The Managing Director is the Chief Executive responsible for the day to day administration of the Bureau within the broad guidelines formulated by the NSC.

1.1 Mandate

The mandate of Kenya Bureau of standards as defined by the standards Act, chapter 496 of the Laws of Kenya is inter alia:

- 1.1.1 To promote standardization in industry and commerce.
- 1.1.2 To make arrangements or provide facilities for the testing and calibration of precision instruments, gauges and scientific apparatus, for the determination of their degree of accuracy by comparison with standards approved by the Minister on the recommendation of the Council, and for the issue of certificates in regard thereto;
- 1.1.3 To make arrangements or provide facilities for the examination and testing of commodities and any material or substance from or with which and the manner in which they may be manufactured, produced, processed or treated;
- 1.1.4 To control, in accordance with the provisions of this Act, the use of standardization marks and distinctive mark;
- 1.1.5 To prepare, frame, modify or amend specifications and codes of practice;
- 1.1.6 To encourage or undertake educational work in connection with standardization;
- 1.1.7 To assist the Government or any local authority or other public body or any other person in the preparation and framing of any specifications or codes of practice;
- 1.1.8 To provide for co-operation with the Government or the representatives of any industry or with any local authority or other public body or any other person, with a view to securing the adoption and practical application of standards;
- 1.1.9 To provide for the testing at the request of the Minister, and on behalf of the Government, of locally manufactured and imported commodities with a view to determining whether such commodities comply with the provisions of this Act or any other law dealing with standards of quality or description

1.2 Quality policy

The Kenya Bureau of Standards (KEBS) is committed to providing Metrology, Standardization and Conformity Assessment Services that meet its customers' requirements as enshrined in the Customer Service Charter and endeavor to exceed their expectations.

The Management of KEBS shall provide the necessary resources towards the effective implementation and continual improvement of the Quality Management System that conforms to the ISO 9001 Standard.

The organizational quality objectives shall be established at corporate level on an annual basis in accordance with the annual Balanced Scorecard and Signed Performance Contract as cascaded to relevant functions.

1.3 KEBS Vision, Mission and Objectives as anchored on Strategic plan 2017-2022

1.4 Vision: To be a global leader in standards-based solutions that deliver quality and confidence.

1.5 Mission: To provide standards-based solutions that promote innovation, trade and quality life.

1.6 Objectives:

- 1.6.1 Enhance delivery of KEBS mandate by improving operational efficiency by 7% annually.
- 1.6.2 Improve customer satisfaction by 0.5% annually by providing Standards, Metrology and Conformity Assessment solutions that support Vision 2030 and Sustainable Development Goals.
- 1.6.3 Attain international recognition and sustain leadership in Standards, Metrology and Conformity Assessment through institutional strengthening and alignment to international best practices.
- 1.6.4 Provide Standards, Metrology and Conformity Assessment solutions that promote innovation.

2. The Assignment

- 2.1.1 The Kenya Bureau of Standards (KEBS) a regulatory government agency mandated with developing and managing standards in the country has for the past one year deliberately engaged key stakeholders and publics in communicating its role and functions mainly through stakeholder engagement, media relations, advocacy, meetings, seminars and workshops.
- 2.1.2 KEBS is implementing a 5-year strategic plan (2017-2022) which is guided by the KEBS Performance Contract, Kenya Vision 2030 and Kenya's Big Four Agenda which aims at ensuring Kenya becomes a middle-income by rapidly industrializing the country by 2030, offering all Kenyans a high quality life. KEBS aims to sustain its communication effort with a goal of educating and informing Kenyans on the role that KEBS plays in trade facilitation and consumer protection.
- 2.1.3 KEBS would like to engage a reputable Communication support agency for the purpose of media management and to strengthen stakeholder relations. The strategy to be implemented should employ both traditional and new age media tools in engaging key interested parties, including the media (mainstream and digital media), donor community,

Government of Kenya: Ministries, Departments and Agencies (MDAs), and leading research institutions in different media and different fora to increase awareness of KEBS services, its impact and to improve understanding of its vision, mission, mandate and call to use standards to support Kenya's economic growth.

- 2.1.4 The agency will provide communication support to all functions that KEBS is responsible for.
- 2.1.5 To augment the achievements so far, KEBS therefore requires a 360° communication agency to strengthen how the organization engages and influences a diverse set of audiences through appropriate messaging and message channels in Public Relations, Digital and Strategic advertising.

3. *The Objective*

- 3.1.1 To increase top of mind awareness and uptake of KEBS services among specific interested parties: the general public, manufacturers, importers, the media (both locally and regional); the MDAs; Key decisions makers in the Government of Kenya and development partners.
- 3.1.2 Position of KEBS as the “go to” knowledge center on standardization, metrology and conformity assessment in Kenya and Africa with a reputation for excellence.
- 3.1.3 To build the capacity of KEBS management and relevant authorities to communicate effectively using the right message for the right audience.
- 3.1.4 To publicize KEBS' successes in terms of standards, metrology and conformity assessment service delivery and implementation of policies.
- 3.1.5 Leverage digital media to communicate KEBS' mandate, services and policies around standards, metrology and conformity assessment.
- 3.1.6 To manage KEBS brand reputation and enhance brand equity.
- 3.1.7 To build understanding, appreciation and support with KEBS interested parties.
- 3.1.8 To constantly monitor and analyze all media platforms in regard to KEBS.
- 3.1.9 To develop and disseminate creatives on a need basis.
- 3.1.10 Crisis Communication management.

4. *Professionalism and Experience*

- 4.1.1 At least five years' progressive experience carrying out PR, advertising, digital and social media activities for renowned organization with a strong focus on MDAs
- 4.1.2 Proven experience in PR Policy and Trade related activities will be an added advantage.
- 4.1.3 In depth relationships with both the Kenyan and international media and the ability to influence editorial coverage.
- 4.1.4 A strong track record in public relations support and event management.
- 4.1.5 Access to outstanding infographics, photography and video journalism skills.
- 4.1.6 Availability and willingness to travel to various parts of the country when needed.
- 4.1.7 Ability to work in close coordination with the communications department and other team members within KEBS.

- 4.1.8 Ability to understand and interpret the KEBS brand.
- 4.1.9 Committed to provision of support beyond working hours when necessary.
- 4.1.10 The Agency must be a member of the Public Relations Society of Kenya. The staff allocated to man KEBS account must be members of Public Relations Society of Kenya
- 4.1.11 The consultancy team shall at all times during the period of the engagement conduct itself in a manner suited to the best interests of KEBS. All members will be required to maintain strict confidentiality throughout the period of engagement of their services. That confidentiality shall survive after the conclusion of the contract.
- 4.1.12 The selected team members should have good credentials in handling relevant activities. Each member of the Team should also have appropriate experience and/or international affiliations including the East African Region. *(Such affiliation will be an added advantage).*

5. Requirements, Reports and Schedules

- 5.1 It is expected that the selected firm may enter into discussion with KEBS on the approach and action plans to realize the objectives of their engagement.
- 5.2 The firm will be expected to give recommendations and implement Public Relations Strategies. They will handle and provide timely submission of reports within specified schedules. This will also include provision of expert advice and opinions on specific cases if required.
- 5.3 The Consultants will be expected to primarily work closely and under the auspices of the Corporate Communications Department.

6. Confirmation and Verification of Bid Documents

- 6.1 All bidding firms are advised to: -
 - 6.1.1 Follow and conform to the information contained in the Tender Document in preparing and submitting its bid.
 - 6.1.2 Ensure that they officially verify the accuracy, authenticity and validity of any and all documentation, certification or information obtained from third parties eg. Kenya Revenue Authority (KRA), professional organizations, letters from references that they intend to or submit to KEBS as part of their bid.
- 6.2 The bidders are also encouraged to demonstrate high degrees of integrity, fidelity to and honesty in the information supplied to KEBS as part of their bids. The information should be as clear and concise as possible.
- 6.3 KEBS advises bidders that any deviations from the contents of this document may lead to disappointment and automatic disqualification of such bidder.

Yours faithfully,

FOR: KENYA BUREAU OF STANDARDS

JANE NDINYA

CHIEF MANAGER, SUPPLY CHAIN

B. TERMS OF REFERENCE

1. *Nature and Scope of the Tender*

ACTIVITY	DESCRIPTION	PERFORMANCE INDICATORS	NOTES
CORPORATE COMMUNICATION STRATEGY	<p>The agency will implement the current two-year communication strategy and propose amendments where necessary.</p> <p>Develop another two-year communication strategy prior to the expiry of the current strategy complete with objectives, target audience, tactics, performance indicators and outputs/outcome</p> <p>The strategy will incorporate three plans as follows: 1. Public Relations Plan 2. Digital Plan 3. Advertising Plan The Strategy developed must position the KEBS brand in a context or channel that is highly relevant to its target audience.</p>	<p>Amendments to align the current Two-year strategy provided for the contract period. A strategy /plan is to be availed before the end of the contractual period of the agency.</p> <p>The strategy is to be developed in liaison with the Corporate Communication Department. The Strategy must; Define KEBS' approach to corporate communications. Conduct a PR audit and media/stakeholder perception audit to identify existing areas of weakness for improvement.</p> <p>Define monthly work plan to continuously improve corporate communications and supporting departments.</p>	<ol style="list-style-type: none"> 1. Quarterly reviews to evaluate the effectiveness and output/outcomes of the strategies. 2. Regular amendments/adjustments to strategy to be undertaken to accommodate evolving needs. 3. The implementation of the monthly plan will form part of the deliverables for payment purposes.
INTERNAL COMMUNICATION	Developing and delivering effective internal communications that will aid customer	<ol style="list-style-type: none"> 1. Develop an effective internal communication plan through targeted staff communication and publications to keep staff 	Monthly and quarterly newsletters

	satisfaction and organization reputation.	<p>informed and act as brand ambassadors.</p> <ol style="list-style-type: none"> 2. Develop content, edit and produce the monthly and quarterly newsletters, bulletins in liaison with Corporate Communication. 3. Develop content and edit other Corporation's publications. 4. Propose other ways of improving internal communication. 5. Implement new initiatives to enhance internal communication 	
PROJECT COMMUNICATION PLAN	Advertising plans for KEBS' projects	<p>Develop advertising strategies, plans and materials for projects identified or being undertaken by KEBS to:</p> <ul style="list-style-type: none"> • Ensure methods used for communication are most effective and innovative. • Assure appropriate levels of communication with internal and external interested parties. • Provide relevant, accurate, consistent and timely information at all times. • Generate and sustain enthusiasm and support for KEBS' products and services. 	Effective campaigns that produce results in terms of uptake of KEBS services, enhancement of brand reputation and equity.
BRAND AND REPUTATION MANAGEMENT	Ensure that corporate identity standards are managed through providing advice /guidance on sustainable	<ol style="list-style-type: none"> 1. Identify risks that will impact the KEBS image negatively and propose mitigation measures. 2. Identify and initiate activities, partnerships and relationships that 	<ol style="list-style-type: none"> 1. A monthly brand perception and reputation report. 2. Reviewed Corporate Identity Manual

	brand/reputation management.	<p>will enhance the corporate reputation.</p> <ol style="list-style-type: none"> 3. Ensure that corporate identity standards are clear and followed. 4. Develop a plan for monitoring brand, perception and reputation. 5. Review Corporate Identity Manual as and when required. 	
MAINSTREAM AND DIGITAL (SOCIAL) MEDIA MANAGEMENT AND MONITORING	Effectively manage and monitor media relations to ensure KEBS's visibility in local and international circles	<ol style="list-style-type: none"> 1. Together with the KEBS team, develop a media management plan for the KEBS on a quarterly basis. 2. Develop a media contact list for electronic (including digital platform) and print media. 3. Daily monitoring and media coverage. This includes weekends and public holidays 4. . Develop press kits and ensure all written material/verbal briefings to the media contain key strategic messages. 5. Develop media briefs for the key spokesperson as necessary. 6. Organize for briefings with the media and ensure that proactive media opportunities are created. 7. Increase positive coverage by ensuring that local and international media is kept well informed of issues, projects and campaigns of KEBS. 	<ol style="list-style-type: none"> 1. A daily mainstream media monitoring coverage report to be sent by 9a.m. 2. A monthly media coverage and perception analysis report to be presented as proof of activities. 3. Organize for Key officers media interviews. 4. Positive media coverage to be a measure of performance and enhanced understanding of KEBS mandate and services.

		<ol style="list-style-type: none"> 8. Pitch for news, pictorials and features based on happenings and developments of KEBS. 9. Proactively advise on media issues, media training, coaching and mentoring when necessary. 	
SOCIAL MEDIA MANAGEMENT AND MONITORING	Effectively manage and monitor digital media to ensure KEBS's visibility in local and international circles and well as gather intelligence on digital conversations about KEBS.	<ol style="list-style-type: none"> 1. Daily monitoring of social media platforms. 2. Effectively use social media and other emerging media to ensure KEBS' visibility. 3. Together with the KEBS team, facilitate the implementation/approval of the KEBS two-year social media plan/strategy. 4. Identify the latest trends in social media and develop a communication platform with several networks. 5. Conduct online surveys on topics of interest. 6. Provide targeted sponsored social media posts. 7. Search engine optimization, social media platform promotions and quick find search bar - find key assets such as searches, tags, and reports by name quickly & easily. 8. Content development for digital media 9. Global Online & Social Media Digital Listening: 	<ol style="list-style-type: none"> 1. Digital Listening and intelligence daily monitoring coverage report to be sent by 9a.m. 2. Daily, monthly and quarterly social media analysis reports 3. Active dissemination of information on the KEBS through the social media. 4. Increase social media engagement. 5. Implementation of digital media plan 6. Review of two-year digital media strategy.

		<ul style="list-style-type: none"> 10. Global Online Editorial Media Monitoring: Unlimited Keywords Global Content 8-Years Retrospective Monitoring 11. Social Media Monitoring: Sources, Including Instagram, Facebook, Twitter, YouTube, Blogs, Comments, Reviews, Forums, Etc. Unlimited Keyword Tracking / Hashtags Global Content 12-Months Retrospective Monitoring Social Echo - Number of Shares Across Facebook, Reddit, Twitter & LinkedIn 12. Weekly & Ad-Hoc Automated & Manual All Media Channels – Online, Social, Print & Electronic Analytical Widgets Reach, Sentiment, World Heat Map, Top Posters, AVE, Etc. 8-Years Retrospective Reporting Explore Social Tool 13. Advancing Analytics to Insights globally. 14. Prioritizing Simplicity and Efficiency. 15. Unlimited mentions 16. Google-like ad-hoc searching 17. Global data across social, news 18. Shareable and interactive dashboards and links 19. Auto-generated social insight dashboard reports 20. Mobile application with push notifications (crisis comms) 	
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		<p>21. Additional Boolean operators which can uncover more information for a brand or more relevant data. Bio or authority operators, for example, can be used to find influencers and uncover partnerships. Emoji searching can be used to help KEBS with sentiment reporting.</p>	
<p>PROVIDE CONSULTATIVE ADVICE ON EVENTS MANAGEMENT (Corporate events/media events/launch among others)</p>	<p>Support KEBS in delivering events within stipulated time frames, undertake the identified activities within the allocated budget and ensure media coverage when necessary, e.g. photography, videography, development of adverts and content for digital media and livestreaming</p>	<p>a) Attend planning meetings where joint functions are to be executed.</p> <p>b) Develop a media plan indicating media activities pre, during and post event.</p> <p>c) Prepare coverage and analysis report.</p>	<p>The successful completion of the event and media coverage forms part of the deliverables.</p>
<p>PRODUCTION OF COMMUNICATION MATERIALS (Graphic design and scripting for production)</p>	<p>All communication materials emanating from KEBS must reflect the corporate identity and enhance KEBS brand.</p>	<p>1. Liaise with the communication department to develop design concepts for corporate publications and promotional/publicity materials (advertisements, digital content, animations, brochures, magazines, staff newsletters, corporate infomercials, documentary etc.)</p> <p>2. Proof read and edit communication materials for errors (grammatical/spelling errors)</p>	<p>Evaluate effectiveness of developed materials.</p>

		3. Develop story liners and scripts as guides for production of documentaries, commercials and informercials.	
ISSUE & CRISIS COMMUNICATION	The organization needs to be prepared in case of emerging issues and crisis to avoid being reactive.	<ol style="list-style-type: none"> 1. Proper assessment and identification of issues/crisis. 2. Advise on the best approach to communicate to allow KEBS position itself and tackle issues in the appropriate way. 	<ol style="list-style-type: none"> 1. Proactively advise on issues/crisis communication, providing training, coaching and mentoring. 2. Proof of media management during a crisis or when KEBS is faced with negative issues/coverage.
MONITORING AND EVALUATION	Measurement of the bidder's performance is linked to the activities mapped out by KEBS. Evaluation is a key component of the work process and aims to identify the impact of the communication outputs and outcomes.	The Bidder is expected to deliver on activities within the stipulated time frames and in line with the terms of reference and agreed timelines for each project.	<p>Evaluation of activity performance to be undertaken on a monthly basis upon presentation of invoice.</p> <p>Evaluation of the implementation of communication strategy to be done on a quarterly basis.</p>

2. *Time Schedule*

- 2.1 This assignment is scheduled to be performed within a 2-year period expected to commence in April 2021.

SECTION I - INVITATION TO TENDER

DATE: 19TH JANUARY 2021

TENDER REFERENCE

NUMBER AND NAME:

- 1.1 Kenya Bureau of Standards hereinafter referred to as KEBS invites bids from eligible Tenderers for Supply of Public Relations Services. Tenderers may obtain further information from the Chief Manager, Supply Chain, KEBS at Popo Road South C Nairobi.

1.2 **Submission of Tender documents**

Completed tender documents in plain sealed envelopes clearly marked **"KEBS/T014/2020/2021 PROVISION OF PUBLIC RELATIONS SERVICES"** should be addressed and delivered to:

**THE MANAGING DIRECTOR,
KENYA BUREAU OF STANDARDS,
P.O. BOX 54974 - 00200
NAIROBI.**

Or be deposited in the Tender Box at the **Main Reception** marked **"TENDER BOX"** so as to be received on or before **10.00 a.m. on, 3rd Wednesday, February, 2021 East Africa time.**

Tender opening will be carried out immediately thereafter at KEBS Centre Conference Room, Adm. Block, Ground Floor.

1.4 **Prices**

Prices quoted should be inclusive of all taxes (where applicable) and must be in Kenya Shillings or a freely convertible currency in Kenya and shall remain valid for One Hundred and Twenty (180) days from the closing date of the tender.

Please note that prices indicated should be inclusive of all taxes and a detailed breakdown given.

SECTION II - TENDER SUBMISSION CHECKLIST

A. Tender Submission Format - Non-Financial Proposal

This order and arrangement shall be considered as the Tender Submission Format, Non-Financial.

Tenderers shall tick against each item indicating that they have provided it.

No.	Item	Tick Where Provided
1	Declaration Form	
2	Duly completed Tender Form	
3	Copy of Company or Firm's Registration Certificate	
4*	Copy of PIN Certificate	
5*	Copy of Valid Tax Compliance Certificate	
6	Confidential Business Questionnaire (CBQ)	
7	Firm profile	
8	CVs of all Team Members including Team Leader	
9	Academic and Professional certificates of all Team Members including Team Leader	
10	Names with full contact as well as physical addresses of previous clients of similar services	
11	Any other document or item required by the Tender Document that is non-financial. (<i>The Tenderer shall specify such other documents or items it has submitted</i>)	

B. Tender Submission Format – Financial Proposal

This order and arrangement shall be considered as the Tender Submission Format, Financial. Tenderers shall tick against each item indicating that they have provided it.

No.	Item	Tick Where Provided
1.	Complete Price Schedules	
2.	Audited Financial Statements of the Tenderer. The audited financial statements required must be those that are reported within eighteen (18) calendar months of the Date of the Tender Document.	
3*	Any other document or item required by the Tender Document that is financial. (The Tenderer shall specify such other documents or items it has submitted)	

***NOTES TO TENDERERS ON TENDER SUBMISSION CHECKLIST**

1. Valid Tax Compliance Certificate shall be one issued by the relevant tax authorities and valid for at least up to the tender closing date. All Kenyan registered Tenderers must provide a valid Tax Compliance Certificate.
2. All Kenyan Registered Tenderers must provide the Personal Identification Number Certificate (PIN Certificate).

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SECTION III - INSTRUCTIONS TO TENDERERS (ITT)

3.1 Definitions

In this tender, unless the context or express provision otherwise requires: -

- a) *Any reference to any Act shall include any statutory extension, amendment, modification, re-amendment or replacement of such Act and any rule, regulation or order made there-under.*
- b) *“Date of Tender Document” shall begin with the first day and end on the last day of the month appearing on the cover page of the Tender Document.*
- c) *“Day” means calendar day and “month” means calendar month.*
- d) *“PPRA” wherever appearing means The Public Procurement Regulatory Authority or its successor(s) and assign(s) where the context so admits.*
- e) *Reference to “the tender” or the “Tender Document” includes its appendices and documents mentioned hereunder and any reference to this tender or to any other document includes a reference to the other document as varied supplemented and/or replaced in any manner from time to time.*
- f) *“The Procuring Entity” means Kenya Bureau of Standards or its successor(s) and assign(s) where the context so admits (hereinafter abbreviated as KEBS).*
- g) *“The Tenderer” means the person(s) submitting its Tender for the provision of services in response to the Invitation to Tender.*
- h) *Where there are two or more persons included in the expression the “Tenderer”, any act or default or omission by the Tenderer shall be deemed to be an act, default or omission by any one or more of such persons.*
- i) *words importing the masculine gender only, include the feminine gender or (as the case may be) the neutral gender.*
- j) *words importing the singular number only include the plural number and vice-versa and where there are two or more persons included in the expression the “Tenderer” the covenants, agreements and obligations expressed to be made or performed by the Tenderer shall be deemed to be made or performed by such persons jointly and severally.*

3.2 Eligible Tenderers

- 3.2.1 This Invitation to Tender is open to all Tenderers duly registered in Kenya and authorized to carry out the business of Public Relations. Successful Tenderers shall provide the services in accordance with this Tender and the ensuing contract.
- 3.2.2 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 KEBS to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation to Tender.

3.3 Declarations of Eligibility

- 3.3.1 Tenderers shall not be under declarations of ineligibility for corrupt and fraudulent practices.
- 3.3.2 Tenderers who are not under these declarations shall complete the Declaration Form strictly in the form and content as prescribed at Section XVI.
- 3.3.3 Those that are under the Declaration for corrupt and fraudulent practices whether currently or in the past shall not complete the Form. They will submit a suitable Form giving details, the nature and present status of their circumstances.

3.4 Pre-Bid Meeting

- 3.4.1 KEBS will not conduct a pre-bid meeting.

3.5 Cost of Tendering

- 3.5.1 Subject to sub-paragraph 3.5.2 the Tenderer shall bear all costs associated with the preparation and submission of its Tender. KEBS will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 3.5.2 There are no charges for downloading the tender document. Tenderers who choose to purchase the document from KEBS shall pay a fee of Kenya Shillings One Thousand or its equivalent in United States of America Dollars (US\$) as stated in the Invitation to Tender Notice.

3.6 Contents of the Tender Document

- 3.6.1 The Tender Document comprises the documents listed below and Addendum (where applicable) issued in accordance with paragraph 3.7 of these Instructions to Tenderers: -
 - a) *Introduction*
 - b) *Invitation to Tender*
 - c) *Tender Submission Checklist*
 - d) *Instructions to Tenderers*
 - e) *Schedule of Requirements*
 - f) *Price Schedule for Services*
 - g) *Evaluation Criteria*
 - h) *General Conditions of Contract*
 - i) *Special Conditions of Contract*
 - j) *Tender Form*
 - k) *Confidential Business Questionnaire Form*
 - l) *Evaluation Criteria and its Table*

- n) *Declaration Form*
- o) *Contract Form*
- p) *Tenderer's References*
- q) *Format of CV for Team Members*
- r) *Tenderer's Commentaries*
- s) *Methodology and Work plan*
- t) *Conditions of Appointment (General and Special)*
- u) *Performance Security Form (Bank Guarantee)*
- v) *Details of Service*

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

3.6.3 All recipients of the documents for the proposed Contract for the purpose of submitting a tender (whether they submit a tender or not) shall treat the details of the documents as "Private and Confidential".

3.7 Clarification of Documents

3.7.1 A prospective Tenderer requiring any clarification of the Tender Document may notify the Supply Chain Manager (Procurement) in writing or by post at KEBS's address indicated in the Invitation to Tender numbers 1.1 and 1.3.

3.7.2 KEBS will respond in writing to any request for clarification of the Tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of Tenders, prescribed by KEBS. Written copies of KEBS's response (*including an explanation of the query but without identifying the source of inquiry*) will be sent to all prospective Tenderers that have duly received the Tender Document.

3.8 Amendment of Documents

3.8.1 At any time prior to the deadline for submission of Tenders, KEBS, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, may modify the tender documents by amendment.

3.8.2 All prospective Tenderers that have received the tender documents will be notified of the amendment(s) (*hereinafter referred to or otherwise known as addendum*) in writing and will be binding on them.

3.8.3 In order to allow prospective Tenderers reasonable time in which to take the amendment into account in preparing their Tenders, KEBS, at its discretion, may extend the deadline for the submission of Tenders.

3.9 Language of Tender

The Tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender, exchanged between the Tenderer and KEBS, shall be written in English language, provided that any printed literature furnished by the Tenderer may be written in another language provided that 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. The English translation shall be on the Tenderer's letterhead and shall be signed by the duly authorized signatory signing the Tender and stamped with the Tenderer's stamp.

3.10 Documents Comprising the Tender

The Tender prepared and submitted by the Tenderers shall include but not be limited to all the following components: -

- a) *Declaration Form, Tender Form and a Price Schedule completed in compliance with paragraphs 3.3, 3.11 and 3.12.*
- b) *Documentary evidence established in accordance with paragraph 3.14 that the Tenderer is eligible to tender and is qualified to perform the service if its tender is accepted.*
- c) *Documentary evidence established in accordance with paragraph 3.16 that the services and any ancillary thereto to be provided by the Tenderer conform to the tender documents, and,*
- d) *A detailed list of previous clients as prescribed for similar services on tender and their contact addresses shall be submitted with the Tender for the purpose of reference and evaluation as per the Evaluation Criteria.*

3.11 Tender Form

The Tenderer shall complete and sign the Tender Form and all other documents furnished in the Tender Document, indicating the Services to be performed, a brief description of the services, quantity (where applicable) amongst other information required.

3.12 Tender Prices

- 3.12.1 The Tenderer shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total tender price of the services it proposes to provide under the contract.
- 3.12.2 Prices indicated on the Price Schedule shall be of all costs for the services including insurances, duties, Value Added Tax (V.A.T) and other taxes payable. No other basis shall be accepted for evaluation, award or otherwise.
- 3.12.3 Tender prices to be submitted (quoted) by the Tenderer shall remain fixed for the contract duration.
- 3.12.4 A price that is derived by a disclosed incorporation or usage of an international accepted standard formula shall be acceptable within the meaning of this paragraph.

3.13 Tender Currencies

For services that the Tenderer will provide from within or outside Kenya, the prices shall be quoted in Kenya Shillings. No other currency may shall be accepted for evaluation or award.

3.14 Tenderer's Eligibility and Qualifications

3.14.1 Pursuant to paragraph 3.2, 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.

3.14.2 The documentary evidence of the Tenderer's qualifications to perform the contract if its Tender is accepted shall be established to KEBS's satisfaction –

- a) *that, the Tenderer has the technical and legal capability to provide the services.*
- b) *that the Tenderer has the financial capability necessary to perform the contract. The Tenderer shall be required to provide Financial Statements of the law firm. The audited financial statements required must be those that are reported within fifteen (15) calendar months of the Date of the Tender Document.*
- c) *Valid and current Tax Clearance Certificate issued by the Kenya revenue Authority (KRA). The Tenderer is strongly advised to confirm the authenticity of the TCC with KRA's Compliance Department to avoid rejection of its Tender.*
- d) *that the Tenderer has the technical and production capability necessary to be appointed and perform the Services well when called upon to do so.*
- e) *that the Tenderer is duly registered, recognized and is a current member of the body or institution accredited and or pertaining to the Services.*
- f) *that the Tenderer is duly registered and is a current member of a recognized body or institution accredited and or pertaining to that service. (This is an added advantage.)*

3.14.3 The law firm will furnish KEBS with a copy of its registration certificate. KEBS reserves the right to subject the certificate and recognition to authentication.

3.15 Past Record

3.15.1 Tenderers with a record of unsatisfactory or default in performance obligations in any contract or service delivery shall not be considered for evaluation or award.

3.15.2 For the avoidance of doubt, this shall include any Tenderer with unresolved case(s) in its obligations for more than six (6) months in any assignment or service delivery.

3.16 Conformity of Services to Tender Documents

3.16.1 The Tenderer shall furnish, as part of its tender, documents establishing the conformity to the Tender Document of all Services that the Tenderer proposes to perform under the contract.

- 3.16.2 The documentary evidence of conformity of the services to the Tender Document may be in the form of literature, drawings, and data.
- 3.16.3 For purposes of the documentary and other evidence to be furnished the Tenderer shall note that standards for competence, professionalism, material, and equipment, designated by KEBS in its Evaluation Criteria are intended to be descriptive only and not restrictive. The Tenderer may adopt higher standards in its Tender, provided that it demonstrates to KEBS's satisfaction that the substitutions ensure substantial and/or higher equivalence to those designated in the Tender Document.

3.17 Deviations

- 3.17.1 Where a Tenderer deems that it possesses competency that may not aptly fit into any of the evaluation criteria set out in the Tender document, it is at liberty to provide a statement of deviations from the tender requirements on a separate sheet of paper clearly marked as "Statement of Deviations".
- 3.17.2 The Statement should include the following: -
- a) the specific tender document requirement
 - b) the deviation proposed by the Tenderer
 - c) the details of the deviation
 - d) justification or reason for the deviation
 - e) where possible, the Tenderer's cost of that deviation and its estimate of the cost of complying with KEBS's requirement without the deviation.

3.18 Demonstration(s), Inspection(s) and Test(s)

- 3.18.1 Where required in the tender, all Tenderers shall demonstrate ability of performance of the required service in conformity with the contract.
- 3.18.2 KEBS or its representative(s) shall have the right to inspect/ test the Tenderer's capacity, equipment, premises, and to confirm their conformity to the tender requirements. This shall include the quality management system. KEBS's representative(s) retained for these purposes shall provide appropriate identification at the time of such inspection/ test.
- 3.18.3 KEBS shall meet its own costs of the inspection/ test. Where conducted on the premises of the Tenderer(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to KEBS. This shall exclude any confidential information held by the Tenderer.
- 3.18.4 Demonstration, Inspection/ Test Report(s) shall be completed upon conclusion of the inspection/ tests. This Report will be considered at time of evaluation and or award.

3.19 Validity of Tenders

- 3.19.1 Tenders shall remain valid for One Hundred and Eighty (180) days after the date of tender opening as specified in the Invitation to Tender or as otherwise may be prescribed by

KEBS, pursuant to paragraph 3.24. A Tender that is valid for a shorter period shall be rejected by KEBS as non-responsive.

- 3.19.2 In exceptional circumstances, KEBS may extend the Tender validity period. The extension shall be made in writing. A Tenderer shall not be required nor permitted to modify its tender during the extended period.

3.20 Alternative Offers

Only main offers shall be considered, as alternative offers are not acceptable.

3.21 Preparation and Signing of the Tender

- 3.21.1 The Tender shall be typed or written in indelible ink. It shall be signed by the Tenderer or a person or persons duly authorized to bind the Tenderer to the contract.
- 3.21.2 The authorization shall be indicated by a written Power of Attorney granted by the Tenderer to the authorized person before any of the following persons: -
- a) *For local Tenderers, a Commissioner of Oaths or a Notary Public or a Magistrate of the Kenyan Judiciary.*
 - b) *For foreign Tenderers, a Notary Public in the country of the Tenderer.*
- In either case above, the Power of Attorney shall accompany the Tender.
- 3.21.3 All pages of the Tender, including un-amended printed literature, shall be initialed by the person or persons signing the Tender and serially numbered.
- 3.21.4 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.
- 3.21.5 KEBS will assume no responsibility whatsoever for the Tenderer's failure to comply with or observe the entire contents of this paragraph 3.21.
- 3.21.6 Any Tender not prepared and signed in accordance with this paragraph may be rejected by KEBS as non-responsive, pursuant to paragraph 3.28.

3.23 Deadline for Submission of Tender

- 3.23.1 Tenders must be received by KEBS by the date and time specified in KEBS's tender document.
- 3.23.2 KEBS may, at its discretion, extend this deadline for submission of Tenders by amending the tender documents in accordance with paragraph 3.7, in which case all rights and obligations of KEBS and the Tenderer previously subject to the initial deadline, will therefore be subject to the deadline as extended.

3.24 Modification and Withdrawal of Tenders

- 3.24.1 The Tenderer may modify or withdraw its Tender after it has submitted, provided that the modification, including substitution or withdrawal of the Tender is received by KEBS prior to the deadline prescribed for submission of tenders.
- 3.24.2 No Tender may be modified after the deadline for submission of Tenders.

- 3.24.3 No Tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period during which the Tender must remain valid except where KEBS extends the initial validity period. Any withdrawal of a Tender during this interval shall result in forfeiture of the Tenderer's Tender Security except where KEBS extends the initial validity period.

3.25 Opening of Tender

- 3.25.1 KEBS shall open all Tenders promptly at the date and time specified in the KEBS tender document and at the location specified in the Invitation to Tender or as may otherwise be indicated.
- 3.25.2 The Tenderer's names, tender modifications or withdrawals, the presence or absence of requisite Tender Security and such other details as KEBS, at its discretion, may consider appropriate, will be announced at the opening.
- 3.25.3 At the Tender opening, tender prices, discounts, and such other details as KEBS, at its discretion, may consider appropriate will be read out.
- 3.25.4 The Tenderers or their representatives may attend the opening and those present shall sign a register evidencing their attendance.

3.27 Process to be Confidential

- 3.27.1 After the opening of tenders, information relating to the examination, clarification, evaluation and comparisons of tenders and recommendations arising therefrom shall not be disclosed to a Tenderer or other person(s) not officially concerned with such process until conclusion of that process.
- 3.27.2 Conclusion of that process shall be deemed to have occurred, at the latest, by the date and time KEBS announces to the successful qualified bidder and unsuccessful bidders of the outcome of the Tender. In any event, official disclosure by KEBS of any information upon conclusion of that process may contain only the information permissible by law in summary form.
- 3.27.3 Information relating to the examination, clarification, evaluation and comparisons of tenders and recommendations concerning the award of Contract shall not be disclosed to a Tenderer or other person(s) not officially concerned with such process until the award of Contract is announced.
- 3.27.4 Any effort by a Tenderer to influence KEBS or any of its staff members in the process of examination, evaluation and comparison of tenders and information or decisions concerning award of Contract may result in the rejection of the Tenderer's bid.

3.28 Clarification of Tender and Contacting KEBS

- 3.28.1 To assist in the examination, evaluation and comparison of Tenders KEBS may, at its discretion, ask the Tenderer for a clarification of its Tender. The request for clarification

and the response shall be in writing, and no change in the prices or substance of the Tender shall be sought, offered, or permitted.

- 3.28.2 The Tenderer is required to provide timely clarification or substantiation of the information that is essential for effective evaluation of its qualifications. It is the responsibility of the Tenderer to provide in writing the clarification or substantiation which should reach KEBS within five (5) days from the date of KEBS's query. Such writing may include by electronic mail, facsimile or postal mail. Should there be no conclusive response within this period, it shall result in the Tenderer's disqualification.
- 3.28.3 Save as is provided in this paragraph and paragraph 3.27 above, no Tenderer shall contact KEBS on any matter related to its Tender, from the time of the tender openings to the time the contract is awarded.
- 3.28.4 Any effort by a Tenderer to influence KEBS in its decisions on tender evaluation, tender comparison, tender recommendation(s) or contract award may result in the rejection of the Tenderer's Tender.

3.29 Preliminary Evaluation and Responsiveness

- 3.29.1 Prior to the detailed Technical and Financial evaluation, KEBS will determine the substantial responsiveness of each Tender. For purposes of this tender, a substantially responsive Tender is one that substantially conforms to the requirements of Preliminary Evaluation. KEBS's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.
- 3.29.2 KEBS will examine the Tenders to determine whether they conform to the Preliminary Evaluation Criteria set out in Section VI Evaluation Criteria.
- 3.29.3 Notwithstanding the contents of the foregoing sub-paragraphs, if a Tender is not substantially responsive, it will be rejected at the earliest stage of evaluation by KEBS and cannot subsequently be made responsive by the Tenderer by correction of any non-conformity.

3.30 Minor Deviations, Errors or Oversights

- 3.30.1 KEBS may waive any minor deviation in a Tender that does not materially depart from the requirements of the Services set out in the Tender Document.
- 3.30.2 Such minor deviation -
 - a) *shall be quantified to the extent possible,*
 - b) *shall be taken into account in the evaluation process, and,*
 - c) *shall be applied uniformly and consistently to all qualified Tenders duly received by KEBS.*
- 3.30.3 KEBS may waive errors and oversights that can be corrected without affecting the substance of the Tender.
- 3.30.4 A material deviation or reservation is one –
 - a) *which affects in any substantial way the scope, quality, or ability of performance of the Services;*

- b) *which limits in any substantial way, inconsistent with the tendering documents, KEBS's rights or the Tenderer's obligations under any ensuing engagement; or,*
- c) *whose rectification would affect unfairly the competitive position of other Tenderers presenting responsive tenders.*

3.31 Technical Evaluation and Comparison of Tender

- 3.31.1 KEBS will further evaluate and compare the Tenders that have been determined to be substantially responsive, in compliance to the Technical Evaluation Criteria as set out in the Tender Document.

3.32 Financial Evaluation

- 3.32.1 The financial evaluation and comparison shall be as set out in the Financial Evaluation Criteria. The comparison shall be of the –

- a) price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the Services
- b) Audited Financial Statements
- c) Quantified deviations, if any, as relates to any of the tender requirements

- 3.32.2 The Tenderer will be notified of the arithmetical error(s). If the Tenderer does not accept the total value of tender as bidden, its Tender will be rejected.

3.33 Preferences

Preferences as per the PPDA, 2015, PPDR, 2006 together with any other relevant Regulations under the PPDA 2015 applies to these Services.

3.34 Tender Evaluation Period

- 3.34.1 The Tender Processing Committee may conduct and complete a preliminary and technical evaluation of the tender within fifteen (15) days of the validity period from the date of the first opening of the Tender.
- 3.34.2 The Tender Processing Committee may conduct the financial evaluation of the tender within fifteen (15) days of the validity period from the date of the first opening of the Tender.
- 3.34.3 Notwithstanding the above, the evaluation period as stated in the Evaluation Criteria may be extended by KEBS but in any event such evaluation will not exceed thirty (30) days in the validity period of the tender.

3.35 Debarment of a Tenderer

A Tenderer who gives false information in the Tender 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.

3.36 Confirmation of Qualification for Award

- 3.36.1 KEBS may confirm to its satisfaction whether the Tenderer that is selected as having submitted the lowest compliant evaluated responsive tender is qualified to perform the contract satisfactorily.
- 3.36.2 The confirmation will take into account the Tenderer's financial, technical and performance capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to paragraphs 3.14 and 3.16 as well as confirmation of such other information as KEBS deems necessary and appropriate. This may include office and other facilities inspection and audits.
- 3.36.3 An affirmative confirmation will be a prerequisite for award of the contract to the Tenderer. A negative confirmation will result in rejection of the Tenderer's Tender, in which event KEBS will proceed to the next lowest evaluated responsive tender to make a similar confirmation of that Tenderer's capabilities to perform satisfactorily.

3.37 Award of Contract

KEBS will award the contract to the successful Tenderer whose Tender has been determined to be substantially responsive, compliant with the evaluation criteria and has been determined to be the lowest evaluated responsive tender, and further, where deemed necessary, that the Tenderer is confirmed to be qualified to perform the contract satisfactorily.

3.38 Termination of Procurement Proceedings

- 3.38.1 KEBS may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 3.38.2 KEBS shall give prompt notice of the termination to the Tenderers, and, on request from any Tenderer, give its reasons for termination within fourteen (14) days of such request.

3.39 Notification of Award

- 3.39.1 Prior to the expiration of the period of tender validity, KEBS shall notify the successful Tenderer in writing that its Tender has been accepted.
- 3.39.2 The notification of award shall not constitute the formation of the contract until one is finally signed by both parties.
- 3.39.3 Simultaneously, and without prejudice to the contents of paragraph 3.27, on issuance of Notification of Award to the successful Tenderer, KEBS shall notify each unsuccessful Tenderer.

3.40 Signing of Contract

- 3.40.1 At the same time as KEBS notifies the successful Tenderer that its Tender has been accepted, KEBS will send the Tenderer the Contract Agreement provided in the Tender Document together with any other necessary documents incorporating all agreements between the Parties.
- 3.40.2 After fourteen (14) days of the date of notification of award, the successful Tenderer shall only sign the Contract Form and all the documents specified in that Form and return them to KEBS within a period of seven (7) days.
- 3.40.3 KEBS shall sign and date the Contract in the period between not earlier than Fourteen (14) days from the date of notification of contract award and not later than fourteen (14) days after expiry of tender validity. Further, KEBS may not sign the contract until and unless the authentic performance security is received in accordance with paragraph 3.41.
- 3.40.4 Failure of the successful Tenderer to sign the Contract, the award shall be annulled.
- 3.40.5 Paragraph 3.39 together with the provisions of this paragraph 3.40 will apply with necessary modifications with respect to the Tenderer notified under sub-paragraph 3.40.4.

3.41 Performance Security

- 3.41.1 After Fourteen (14) days of the date of notification of award from KEBS, the successful Tenderer shall furnish KEBS with a Performance Security which shall be an original Bank Guarantee that is strictly in the form and content as prescribed in the Performance Security Form (Bank Guarantee) in the Tender Document.
- 3.41.2 The Performance Security shall be issued by a commercial bank licensed by the Central Bank of Kenya. The bank must be located in Kenya.
- 3.41.3 The successful Tenderer shall furnish a Performance Security being the sum of ten percent (10%) of the contract price.
- 3.41.4 KEBS shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the successful Tenderer to sensitize its issuing bank on the need to respond directly and expeditiously to queries from KEBS. The period for response shall not exceed five (5) days from the date of KEBS's query. Should there be no conclusive response by the Bank within this period, such successful Tenderer's Performance Security may be deemed as invalid.
- 3.41.5 Failure of the successful Tenderer to furnish an authentic Performance Security, the award shall be annulled, in which event KEBS may notify the next lowest evaluated responsive Tenderer that its Tender has been accepted.
- 3.41.6 Paragraph 3.39, 3.40 together with the provisions of this paragraph 3.41 will apply with necessary modifications, and as far as circumstances permit, with respect to the Tenderer notified under sub-paragraph 3.40.4.

3.42 Terms of Payment

The Tenderer may propose a payment schedule. This will be discussed at the time of contract discussions with the Tenderer that is determined as successful and notified of the award of the Tender.

3.43 Corrupt or Fraudulent Practices

3.43.1 KEBS requires that Tenderers observe the highest standard of ethics during the procurement process and execution of contracts. When used in the present Regulations, the following terms are defined as follows: -

- a) *“Corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of public official in the procurement process or in contract execution;*
- b) *“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of KEBS, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive KEBS of the benefits of free and open competition.*

3.43.2 KEBS will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

SECTION IV - SCHEDULE OF REQUIREMENTS

For Provision of **PUBLIC RELATIONS AND EVENT MANAGEMENT SERVICES FOR A PERIOD OF 2 YEARS**

- a) Corporate Communication Strategy
- b) Internal Communication
- c) Project Communication Plan
- d) Brand and Reputation Management
- e) Media Management and Monitoring
- f) Social Media Management and Monitoring
- g) Provide consultative advice on events management
- h) Production of communication materials
- i) Issue & crisis communication
- j) Monitoring and evaluation

ITEM	DESCRIPTION OF THE SERVICE	ESTIMATED FREQUENCY
a) <i>Corporate Communication Strategy</i>	<p>(i) The agency will implement the current two-year communication strategy and propose amendments where necessary.</p> <p>(ii) Develop another two-year communication strategy prior to the expiry of the current strategy complete with objectives, target audience, tactics, performance indicators and outputs/outcome</p> <p>(iii) The strategy is a yearly plan that incorporates three plans as follows: 1. Public Relations Plan 2. Digital Plan 3. Advertising Plan</p> <p>(iv) The Strategy developed must position the KEBS brand in a context or channel that is highly relevant to its target audience.</p> <p>The deliverables will be as follows;</p> <p>(i) Quarterly reviews to evaluate the effectiveness and output/outcomes of the strategies.</p> <p>(ii) Regular amendments/adjustments to strategy to be undertaken to accommodate evolving needs.</p>	As and when required

	(iii) The implementation of the monthly plan will form part of the deliverables for payment purposes.	
b) Internal Communication	(i) Developing and delivering effective internal communications that will aid customer satisfaction and organization reputation. Provide Monthly and quarterly newsletters	As and when required
c) Project Communication Plan	i. Advertising plans for KEBS' projects. Provide Effective campaigns that produce results in terms of uptake of KEBS services, enhancement of brand reputation and equity.	As and when required
d) Brand and Reputation Management	i. Ensure that corporate identity standards are managed through providing advice /guidance on sustainable brand/reputation management. Provide a monthly brand perception and reputation report.	As and when required
e) Media Management and Monitoring	i. Effectively manage media relations to ensure KEBS's visibility in local and international circles Provide a daily monitoring coverage report to be sent by 9a.m. and a monthly media coverage and perception analysis report to be presented as proof of activities.	As and when required
f) Social Media Management and Monitoring	i. Together with the KEBS team, facilitate the implementation/approval of the KEBS two-year social media plan/strategy. Provide daily reports sent by 9a.m, monthly and quarterly social media analysis reports.	As and when required
g) Provide consultative advise on events management	i. Support KEBS in delivering events within stipulated time frames, undertake the identified activities within the allocated budget and ensure media coverage when necessary. The deliverables will be as follows; a) Attend planning meetings where joint functions are to be executed. b) Develop a media plan indicating media activities pre, during and post event. c) Prepare coverage and analysis report	As and when required
h) Production of communication materials	i. All communication materials emanating from KEBS must reflect the corporate identity and enhance KEBS brand. Evaluate effectiveness of developed materials.	As and when required

<p>i) Issue & crisis communication</p>	<p>i. The organization needs to be prepared in case of emerging issues and crisis to avoid being reactive. Proactively advise on issues/crisis communication, providing training, coaching and mentoring. Proof of media management during a crisis or when KEBS is faced with negative issues/coverage.</p>	<p>As and when required</p>
<p>j) Monitoring and evaluation</p>	<p>i. Measurement of the bidder's performance is linked to the activities mapped out by KEBS. Evaluation is a key component of the work process and aims to identify the impact of the communication outputs and outcomes. Provide monthly evaluation performance</p>	<p>As and when required</p>

SECTION V - PRICE SCHEDULE

TENDER NO. TENDER NO. KEBS/T014/2020/2021 FOR PROVISION OF PUBLIC RELATIONS SERVICES – 2 YEARS CONTRACT.

Annual fee for provision of	Annual Fee in Kshs. Exclusive of VAT	Total Annual Fee Inclusive of VAT
a) Corporate Communication Strategy		
b) Internal Communication		
c) Project Communication Plan		
d) Brand and Reputation Management		
e) Media Management and Monitoring		
f) Social Media Management and Monitoring		
g) Provide consultative advise on events management		
h) Production of communication materials		
i) Issue & crisis communication		
j) Monitoring and evaluation		
TOTAL		

- I. Bidders must quote one fixed annual fee for the provision and supply of all of the categorized services as described in section IV above.**
- II. KEBS will not accept any upward price variation by the contracted agency after the award of the tender and the signing of the contract. If need be, the costs will be subject to downward negotiation before the contract is awarded.**
- III. The price pages must be signed, dated, and stamped.**
- IV. All prices quoted must show VAT status and all other levies where applicable.**
- V. The fee payable and other arising third party payments will be paid monthly or as will be described in the contract.**
- VI. The agency that is awarded the contract will be required to submit three (3) signed and stamped quotations from third parties to be engaged (where required) in the process of implementing the contract.**

- VII. The engaged third parties must be registered with the relevant professional bodies and will provide proof of similar work done for at least two (2) large corporate clients in the last twenty-four (24) months. All verified third party charges will be paid at cost without agency fee, facilitation fee or any additional cost. These costs will be subject to audit and independent verification by KEBS.

Having read, examined and understood the Tender Document including all Addenda, receipt of which we hereby acknowledge, we, the undersigned Tenderer, offer to provide **PUBLIC RELATIONS SERVICES** at the prices given in the schedule of prices inserted by me/ us above.

Name of
Tenderer

Name and Capacity of authorised person signing the Tender

Signature of authorised person signing the Tender

Stamp of Tenderer

SECTION VI - EVALUATION CRITERIA

Evaluation of duly submitted tenders will be conducted along the following stages: -

- 6.1 Part 1 - Preliminary Evaluation Under Paragraph 3.28 of the ITT. These are mandatory requirements. They shall include confirmation of the following: -
 - 6.1.1 Submission of Tender Security - Checking its validity, whether it is Original; whether it is issued by a local bank in Kenya; whether it is strictly in the format required in accordance with the sample Tender Security Form(s). **(Tender Security not required in this tender)**
 - 6.1.2 Submission of Declaration Form(s) duly completed and signed.
 - 6.1.3 Submission and considering Tender Form duly completed and signed.
 - 6.1.4 Submission and considering the following: -
 - 6.1.4.1 For Local Tenderers
 - a) Company or Firm's Registration Certificate
 - b) PIN Certificate.
 - c) Valid Tax Compliance Certificate.
 - 6.1.4.2 For Foreign Tenderers
 - a) Company or Firm's Registration Certificate
 - b) PIN Certificate or its equivalent in the country of bidder or a statement from the tax authorities in the Tenderer's country of origin indicating that such certificate or its equivalent is not issued.
 - c) Valid Tax Compliance Certificate or its equivalent in the country of bidder or a statement from the tax authorities in the tenderer's country of origin indicating that such certificate or its equivalent is not issued.
 - 6.1.5 That the Tender is valid for the period required.
 - 6.1.5 That the firm has attached audited financial statements. The audited financial statements must be of those reported within the eighteen (18) calendar years of the date of the tender. In case of a joint venture, only the audited financial statements of the Lead Partner will be considered.
 - 6.1.7 Submission and considering the Confidential Business Questionnaire: -
 - a) Is fully filled.
 - b) That details correspond to the related information in the bid.
 - c) That the Tenderer is not ineligible as per paragraph 3.2 of the ITT.
 - 6.1.8 Confirmation that the firm's known associates are not in any way bidding in or offering Media Monitoring, News and Research Services or Public Relations and Event Management Services to KEBS
 - 6.1.10 Record of unsatisfactory or default in performance obligations in any contract shall be considered. This shall include any Tenderer with unresolved case(s) in its performance obligations for more than two (2) months in any contract.
 - 6.1.11 Notwithstanding the above, considering any outstanding orders where applicable and the performance capacity indicated by the Tenderer.

Tenderers will proceed to the Technical Evaluation Stage only if they qualify in compliance with Part 1 above, Preliminary Evaluation under Paragraph 3.28.

6.2 Part II – Technical Evaluation and Comparison of Tenders Under Paragraph 3.30 of the ITT.

6.2.2 Scoring Criteria:

The technical scoring will be based on a score of 100 per cent as described below. All bidders who score 70% and above will proceed to the financial stage of evaluation.

Description of Criteria

1. Company Profile and Suitability of Service Provider. Items under section c, d, e and f below will be subject to inspection visit for verification by the KEBS evaluation team Score (Tick in one of the box and attach evidence)

	Description of Scoring Criteria for Technical Evaluation			
1.	<i>Company Profile and Suitability of Service Provider. Items under this section will be subject to inspection visits and verification by the KEBS's evaluation team where necessary</i>	Score	<i>(Tick in one of the box and attach evidence)</i>	
			YES	NO
a.	<i>Proof of two (2) years' experience in provision of Public Relations Services</i>	10		
b.	<i>Recommendations through letters from three (3) large corporate clients whom the bidder has offered similar services in the last twenty-four (24) months. These shall be accompanied with a letter from each of them confirming completion of the contracts on schedule.</i>	10		
c.	<i>Three (3) samples of successful Public Relations and Event Management projects undertaken in the last two years – provide soft copies in CD or Flash Disk (PC format)</i>	30		
d.	<i>Resumes of key agency employees who will be involved during the implementation of the contract (See details on section 2 below)</i>	30		
e.	<i>Membership of relevant professional bodies in Public Relations and related areas</i>	10		
i.	<i>Office Space - Attach Lease Agreement or Title</i>	10		
	Total Technical Score	100		

SECTION 2

Skills and Competency of Agency Employees (Attach CVs in the format described on section XIX: Non- financial Proposal Standard Forms). These will be given scores as indicated below based on the details in the CVS. The list provided during tender will be of the employees of the agency who will service the account and any replacement of the key staff during the contract period must be with a person with similar qualification. The agency must inform KEBS in writing when such a replacement is done.

MINIMUM NUMBER REQUIRED	RESPONSIBILITY	MINIMUM QUALIFICATIONS	MINIMUM EXPERIENCE	TOTAL SCORE
1	Head of team	A bachelor's degree from a recognized university in any field and member of PRSK or its equivalent	Minimum of 5 years' experience managing a Public Relations agency or equivalent with an annual turnover of Shs.50 Million and clients like KEBS	5
1	PR Director	A bachelor's degree from a recognized university in any field and member of PRSK or its equivalent	Minimum 5 years' experience in Public Relations	5
1	Account Director	Bachelor's degree from a recognized university in any field and member of PRSK or its equivalent	Minimum of 3 years' experience managing at least four accounts in a PR firm	5
1	Account Manager	Bachelors from a recognized university in any field	Minimum of 3 years' experience managing at least three accounts in a PR firm	4
1	Events Manager	Bachelors from a recognized university in any field or a HND	Minimum of 3 years' experience in events management	4
2	PR Executives	Bachelors from a recognized university in any field	Minimum of 2 years' experience in a PR firm	4
2	Event Planners	Bachelors from a recognized university in any field or diploma	Minimum of 2 years' experience	3
TOTAL SCORE				30

6.3 Part III – Financial Evaluation Criteria Under Paragraph 3.31 of the ITT.

These are mandatory requirements.

6.3.1 This will include the following: -

- a) Confirmation of the authenticity and sufficiency of the submitted Tender Security.
- b) Confirmation of and considering Price Schedule duly completed and signed.
- c) Checking that the Tenderer has quoted prices based on all costs including duties and taxes
- d) Conducting a financial comparison, including conversion of tender currencies into one common currency,
- e) Taking into account the cost of any deviation(s) from the tender requirements
- f) Considering information submitted in the Confidential Business Questionnaire against other information in the bid including: -
- h) Declared maximum value of business
- i) Shareholding and citizenship for preferences where applicable.

NOTES ON FINANCIAL EVALUATION: -

1. Total tender value means the Tenderer's total tender price inclusive of all taxes eg. Value Added Tax (VAT) and reimbursable.

Date:

Tender Number and Name:

To:

KENYA BUREAU OF STANDARDS
POPO ROAD, SOUTH C
P.O. BOX 54974,00200
NAIROBI,
KENYA.

Dear Sirs and Madams,

Having read, examined and understood the Tender Document including all Addenda, receipt of which we hereby acknowledge, we, the undersigned Tenderer, offer to provide **KEBS/T014/2020/2021 FOR PROVISION OF PUBLIC RELATIONS** for the sum of..... (*total tender price in words and figures*) or such other sums as may be ascertained in accordance with the schedule of prices inserted by me/ us above.

Yours sincerely,

Name of Tenderer

Name and Capacity of authorised person signing the Tender

Signature of authorised person signing the Tender

Stamp of Tenderer

2. Proposed Contract Discussions

- 2.1 KEBS may conduct proposed contract discussions after determining the successful Tenderer. These will be held at KEBS's headquarters at South C, along Mombasa road or otherwise as may be advised. The discussions will additionally touch on methodology of work plan, final Terms of Reference and on financial proposal.
- 2.2 The purpose of negotiations is to reach clarity and agreement on all items. The negotiations will conclude with a review of the draft form of the contract.

TABLE OF CLAUSES ON GENERAL CONDITIONS OF CONTRACT

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SECTION VIII – GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract *hereinafter referred abbreviated as the GCC* shall form part of the Conditions of Contract in accordance with the law and KEBS's guidelines, practices, procedures and working circumstances. The provisions in the GCC will apply unless an alternative solution or amendment is made under other parts of the Contract including the Special Conditions of Contract.

7.1 Definitions

In this contract, the following terms shall be interpreted as follows: -

- a) *"Day" means calendar day and "month" means calendar month.*
- b) *"The Contract" means the agreements entered into between KEBS and the Consultant, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.*
- c) *"The Contract Price" means the price payable to the Consultant under the contract for the full and proper performance of its contractual obligations.*
- d) *"The Services" means services or part thereof to be provided by the Consultant and includes all of the materials and incidentals, which the Consultant is required to perform and provide to KEBS under the contract.*
- e) *"The Procuring Entity" means The Kenya Bureau of Standards or its successor(s) and assign(s) where the context so admits (hereinafter abbreviated as KEBS).*
- f) *"The Consultant" or the "Consulting firm" means the individual or firm providing the services under this contract or his/ her/ its permitted heir(s), personal representative(s), successor(s) or permitted assign(s) where the context so admits. For the avoidance of doubt this shall mean the successful Tenderer pursuant to the tender.*
- g) *Wherever used in the contract, "performance" shall be complete or be deemed to be complete, unless the circumstances indicate otherwise, when the services have been performed in accordance with the Contract and where KEBS does not signify its approval to the Consultant, but without giving notice of dissatisfaction, on the expiration of thirty (30) days from date of documented completion of performance of the service.*

7.2 Application

These General Conditions shall apply to the extent that provisions of other parts of the contract do not supersede them.

7.3 Standards

The Services supplied under this contract shall conform to the standards mentioned in the Details of Service.

7.4 Use of Contract Documents and Information

- 7.4.1 The Consultant shall not, without KEBS's prior written consent, disclose the contract, or any provision thereof or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of KEBS in connection therewith, to any person other than a person employed by the Consultant in the performance of the contract.
- 7.4.2 The Consultant shall not, without KEBS's prior written consent, make use of any document or information enumerated in clause 7.4.1 above.
- 7.4.3 Any document, other than the contract itself, enumerated in clause 7.4.1 shall remain the property of KEBS and shall be returned (including all copies) to KEBS on completion of the Consultant's performance under the contract if so required by KEBS.

7.5 Patent Rights

The Consultant shall indemnify KEBS against all third party claims of infringement of patent, trademark, or industrial design rights arising from provision of the services or any part thereof.

7.6 Performance Security

- 7.6.1 After fourteen (14) days of the date of the notification of contract award, the Consultant shall furnish to KEBS the Performance Security which shall be an original Bank Guarantee that is strictly in the form and content as prescribed in the Performance Security Form (Bank Guarantee) in the Tender Document.
- 7.6.2 The Performance Security shall be issued by a commercial bank licensed by the Central Bank of Kenya. The bank must be located in Kenya.
- 7.6.3 The Performance Security shall be the sum of ten percent (10%) of the contract price. It shall be in the currency of the contract price.
- 7.6.4 Failure of the Consultant to furnish the Performance Security, the award shall be annulled in which event KEBS may notify the next lowest evaluated Tenderer that its Tender has been accepted.
- 7.6.5 The proceeds of the Performance Security shall be payable to KEBS as compensation for any loss resulting from the Consultant's failure to comply with its obligations in accordance with the contract without KEBS being required to demonstrate the loss it has suffered.
- 7.6.6 The Performance Security shall be valid for a minimum of thirty (30) days after satisfactory delivery.
- 7.6.7 KEBS shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the Consultant to sensitize its issuing bank on the need to respond directly and expeditiously to queries from KEBS. The period for response shall not exceed five (5) days from the date of KEBS's query. Should there be no conclusive response by the Bank within this period, such Consultant's Performance Security may be deemed as invalid and the Contract nullified.

- 7.6.8 Subject to the provisions of this contract, the Performance Security will be discharged by KEBS and returned to the Consultant not earlier than thirty (30) days following the date of completion of the Consultant's obligations under the contract.

7.7 Inspection and Tests

- 7.7.1 KEBS or its representative(s) shall have the right to inspect and/or to test the services to confirm their conformity to the contract specifications. KEBS shall notify the Consultant in writing in a timely manner, of the identity of any representative(s) retained for these purposes. Such visit and or inspection/ test shall in no way prejudice KEBS's rights and privileges.
- 7.7.2 In appropriate circumstances, Inspection/ Test Report(s) shall be completed upon conclusion of the inspection/ tests.
- 7.7.3 The inspections and tests may be conducted in the premises of the Consultant. If conducted on the premises of the Consultant, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to KEBS.
- 7.7.4 Should any inspected or tested services fail to conform to the specifications, KEBS may reject the Service(s), and the Consultant shall either replace or remedy the rejected services or make alterations necessary to meet specification requirements free of cost to KEBS.
- 7.7.5 KEBS's right to inspect, test and where necessary, reject the services after provision shall in no way be limited or waived by reason of the services having previously been inspected, tested and passed by KEBS or its representative(s) prior to the services performance / delivery.
- 7.7.6 For the avoidance of doubt, any acknowledgement by KEBS on the Consultant's document shall not be conclusive proof or evidence of satisfactory performance without duly authorized approval by KEBS.
- 7.7.7 Nothing in this clause 7.7 shall in any way release the Consultant from any other obligations under this Contract.

7.8 Packaging and Labelling

- 7.8.1 Where applicable, the Consultant shall provide such packaging of the material and equipment as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract.
- 7.8.2 The method of packaging, labeling and marking shall comply strictly with such special requirements as shall be specified and attached to the Contract and particular Order.
- 7.8.3 The labelling, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract.
- 7.8.4 The materials and equipment shall be packed in good condition suitable for air or road dispatch. Hazard in transit to the final destination shall include rough handling and storage in tropical conditions.

7.9 Delivery and Documents for Materials/ Equipment

- 7.9.1 Where applicable, delivery of the materials/ equipment shall be made by the Consultant to the place and in accordance with the terms specified by KEBS in its Schedule of Requirements or as may be otherwise indicated.
- 7.9.2 The Consultant shall notify KEBS of the full details of the delivered materials/ equipment by delivering the materials/ equipment with a full set of the following documents: -
- a) *Consultant's invoice showing the materials/ equipment description, quantity, unit price and total price*
 - b) *Delivery note*
 - c) *Packing list identifying contents of each package*
- 7.9.3 It is the responsibility of the Consultant to ensure that the delivery documents are received by KEBS at the designated delivery point at the time of delivery.

7.10 Insurance

- 7.10.1 The Consultant shall be responsible for and keep in force current appropriate insurance covers for its property and persons engaged in the performance and or provision of the Services under the contract.
- 7.10.2 The Consultant shall (*except in respect to losses, injuries or damage resulting from any act or neglect of KEBS*) indemnify and keep indemnified KEBS against all losses and claims for injuries or damage to any person or property whatsoever which may arise out of or in consequence of the contract and against all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto.

7.11 Payment

- 7.11.1 Payments shall be made promptly by KEBS and shall not be less than thirty (30) days from completion of satisfactory performance and submission of invoice together with other required and related documents or as otherwise prescribed in the contract.
- 7.11.2 Payment shall primarily be through KEBS's cheque or Real Time Gross Settlement (*RTGS*) or telegraphic transfer. A copy of a valid Performance Security, stamped, certified as authentic by KEBS, shall form part of the documents to be presented to KEBS before any payment is made.

7.12 Interest

Interest payment by KEBS is inapplicable in the contract.

7.13 Prices

- 7.13.1 Without prejudice to clause 7.14 herein below, prices charged by the Consultant for services performed under the contract shall be fixed for the period of the contract with no variations.

- 7.13.2 A price that is derived by a pre-disclosed incorporation or usage of an internationally accepted standard formula shall not be deemed to be a price variation within the meaning of this clause.

7.14 Variation of Contract

KEBS and the Consultant may vary the contract only in accordance with the following: -

- a) *the quantity/scope of variation shall not exceed ten percent (10%) of the original contract quantity/scope.*
- b) *the quantity/scope variation must be executed within the period of the contract.*

7.15 Assignment

- 7.15.1 The Consultant shall not assign in whole or in part its obligations to perform under this contract, except with KEBS's prior written consent.
- 7.15.2 KEBS shall have sole discretion to consent or decline to any assignment without disclosing any reasons to the Consultant.

7.16 Termination of Contract

- 7.16.1 KEBS may, without prejudice to any other remedy for breach of contract, by written notice sent to the Consultant, terminate this contract in whole or in part due to any of the following:

-
- a) *if the Consultant fails to perform any or all of the services within the period(s) specified in the contract, or within any extension thereof granted by KEBS.*
- b) *if the Consultant fails to perform any other obligation(s) under the contract.*
- c) *if the Consultant, in the judgment of KEBS has engaged in corrupt or fraudulent practices in competing for or in executing the contract.*
- d) *by an act of force majeure.*
- e) *if the Consultant becomes insolvent or bankrupt*
- f) *if the Consultant has a receiving order issued against it, compounds with its creditors, or an order is made for its winding up (except for the purposes of its amalgamation or reconstruction), or a receiver is appointed over its or any part of its undertaking or assets, or if the Consultant suffers any other analogous action in consequence of debt.*
- g) *if the Consultant abandons or repudiates the Contract.*

- 7.16.2 In the event that KEBS terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not rendered, and the Consultant shall be liable to KEBS for any excess costs for such similar services and or any other loss PROVIDED that the Consultant shall not be so liable where the termination is for convenience of KEBS.

- 7.16.3 The Parties may terminate the Contract by reason of an act of *force majeure* as provided for in the contract.

7.16.4 The Contract may automatically terminate by reason of an act of *force majeure* as provided for in the Contract.

7.17 Liquidated Damages

Notwithstanding and without prejudice to any other provisions of the contract, if the Consultant fails to perform any or all of the services within the period specified in the contract, KEBS shall, without prejudice to its other remedies under the contract, deduct from the contract prices, liquidated damages sum equivalent to 0.5% of the performance price per day of delay of the delayed due services up to a maximum of ten percent (10%) of the performance price of the delayed due services.

7.18 Resolution of Disputes

7.18.1 KEBS and the Consultant may make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

7.18.2 If, after fourteen (14) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may resort to resolution before a recognized local forum for the resolution of disputes.

7.19 Language and Law

The language of the contract and the law governing the contract shall be the English language and the laws of Kenya respectively unless otherwise stated.

7.20 Waiver

Any omission or failure by KEBS to exercise any of its rights or enforce any of the penalties arising from the obligations imposed on the Consultant shall in no way, manner or otherwise howsoever, alter, amend, prejudice, vary, waive or be deemed to alter, amend, prejudice, vary, waive or otherwise whatsoever any of KEBS's powers and rights as expressly provided in and as regards this contract.

7.21 Force Majeure

7.21.1 Force majeure means any circumstances beyond the control of the parties, including but not limited to:

- a) *war and other hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo;*
- b) *ionizing radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosives or other hazardous properties of any explosive nuclear assembly or nuclear components thereof;*
- c) *rebellion, revolution, insurrection, military or usurped power & civil war;*

- d) *riot, commotion or disorder except where solely restricted to employee's servants or agents of the parties;*
 - e) *un-navigable storm or tempest at sea.*
- 7.21.2 Notwithstanding the provisions of the contract, neither party shall be considered to be in default or in breach of its obligations under the Contract to the extent that performance of such obligations is prevented by any circumstances of *force majeure* which arise after the contract is entered into by the parties.
- 7.21.3 If either party considers that any circumstances of *force majeure* are occurring or have occurred which may affect performance of its obligations it shall promptly notify the other party and provide reasonable proof of such circumstances.
- 7.21.4 Upon the occurrence of any circumstances of *force majeure*, the Consultant shall endeavor to continue to perform its obligations under the contract so far as is reasonably practicable. The Consultant shall notify KEBS of the steps it proposes to take including any reasonable alternative means for performance, which is not prevented by *force majeure*. The Consultant shall not take any such steps unless directed so to do by KEBS.
- 7.21.5 If the Consultant incurs additional costs in complying with KEBS's directions under sub clause 7.21.4, then notwithstanding the provisions of the contract, the amount thereof shall be agreed upon with KEBS and added to the contract price.
- 7.21.6 If circumstances of *force majeure* have occurred and shall continue for a period of **Twenty One (21) days** then, notwithstanding that the Consultant may by reason thereof have been granted an extension of time for performance of the contract, either party shall be entitled to serve upon the other seven (7) days' notice to terminate the contract. If at the expiry of the period of twenty-eight (28) days, *force majeure* shall still continue, the contract shall terminate.

SECTION IX – SPECIAL CONDITIONS OF CONTRACT

The Special Conditions of Contract *hereinafter abbreviated as SCC* shall form part of the Conditions of Contract. They are made in accordance with the law and KEBS's guidelines, practices, procedures and working circumstances. They shall amend, add to and vary the GCC. The clauses in this section need not therefore, be completed but must be completed by KEBS if any changes to the GCC provisions are deemed necessary. Whenever there is a conflict between the GCC and SCC, the provisions of the SCC shall prevail over those in the GCC.

No.	GCC Reference Clause	Particulars of SCC
1.	7.11 Terms of Payment	Add the following new sub-clause 7.11.3 <i>"The Consultant's proposed payment schedule in its Tender as discussed and agreed upon with KEBS shall be adopted as the Terms of Payment."</i>

SECTION X - TENDER FORM

Date:

Tender No.

To:

KENYA BUREAU OF STANDARDS
POPO ROAD, SOUTH C
P.O. BOX 54974,00200
NAIROBI,
KENYA.

Ladies and Gentlemen,

1. Having read, examined and understood the Tender Document including all Addenda, the receipt of which is hereby duly acknowledged, we, the undersigned Tenderer, offer to perform **Public Relations Services** accordance and conformity with the said tender document and in particular the Schedule of Prices that are made part of this Tender.
2. We undertake, if our Tender is accepted, to perform and provide the services in accordance with the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to ten percent (10%) of the contract price for the due performance of the contract, in the form(s) prescribed by The KEBS & Lighting Company Limited.
4. We agree to abide by this Tender for a period of.....days (**Tenderer please indicate validity of your Tender**) from the date fixed for tender opening as per the Tender Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. This Tender, together with your written acceptance thereof and your notification of award, shall not constitute a contract, between us. The contract shall be formed between us when both parties duly sign the written contract.
6. We understand that you are not bound to accept any Tender you may receive.

Yours sincerely,

Name of Tenderer

Signature of duly authorised person signing the Tender

Name and Capacity of duly authorised person signing the Tender

Stamp or Seal of Tenderer

NOTES ON TENDER FORM:

1. KEBS requires a validity period of at least One Hundred and Eighty (180) days.
2. This form must be duly signed, stamped and/or sealed.

SECTION XI - CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

All Tenderers are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. You are advised that it is a serious offence to give false information on this form.

Part 1 – General

Business Name.....

Location of business premises.....

Plot No.Street/ Road

Postal Address Postal Code

Tel No.....

Facsimile.....

Mobile and/ or CDMA No.....

E-mail:.....

Nature of your business

Registration Certificate No.....

Maximum value of business which you can handle at any time KSh.....

Name of your BankersBranch... ..

*Names of Tenderer's contact person(s)

Designation/ capacity of the Tenderer's contact person(s)

Address, Tel, Fax and E-mail of the Tenderer's contact person(s)

.....

.....

Part 2 (a) Sole Proprietor

Your name in full

NationalityCountry of origin

*Citizenship details.....

Part 2 (b) Partnership

Give details of partners as follows: -

Names	Nationality	*Citizenship Details	Shares
-------	-------------	----------------------	--------

1.....			
--------	--	--	--

2.....			
--------	--	--	--

3.....			
--------	--	--	--

4.....			
--------	--	--	--

5.....			
--------	--	--	--

Part 2 (c) Registered Company

Private or Public

State the nominal and issued capital of company-

Nominal KSh.....

Issued KSh.....

Give details of all directors as follows

Name	Nationality	*Citizenship Details	Shares
------	-------------	----------------------	--------

1.....			
--------	--	--	--

2.....			
--------	--	--	--

3.....			
--------	--	--	--

4.....			
--------	--	--	--

5.....			
--------	--	--	--

Name of duly authorized person to sign for and on behalf of the Tenderer

.....

Capacity of the duly authorized person.....

Signature of the duly authorized person.....

***NOTES TO THE TENDERERS ON THE QUESTIONNAIRE**

1. *The address and contact person of the Tenderer provided above shall at all times be used for purposes of this tender.*
2. *If a Kenyan citizen, please indicate under "Citizenship Details" whether by birth, naturalization or registration.*
3. *The details on this Form are essential and compulsory for all Tenderers. **Failure to provide all the information requested may lead to the Tenderer's disqualification.***

SECTION XII – TENDERER'S REFERENCES

Relevant Services carried out in the last three years that best illustrates the Tenderer's qualifications.

Guided by the format below, provide information on each assignment for which your firm, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:		Country:
Location within Country:		Professional staff provided by your firm (profiles):
Name of Client:		No. of staff:
Address:		No. of staff-months; duration of assignment:
Start date (Month/Year):	Completion Date (Month/Year):	Approx. value of services (in KSh.):
Name of associated Transaction Advisors, if any:		No. of months of professional staff provided by associated Transaction Advisors:
Name of senior staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project:		

Description of actual services provided by your staff and the outcome of the Consultancy.
Annual Turnover in KSh. for the year preceding the Consultancy.

Yours sincerely,

Name of Tenderer

Signature of duly authorised person signing the Tender

Name and Capacity of duly authorised person signing the Tender

Stamp or Seal of Tenderer

SECTION XIII – TENDERER’S COMMENTARIES

1. Response/ Commentaries on TOR

Yours sincerely,

Name of Tenderer

Signature of duly authorised person signing the Tender

Name and Capacity of duly authorised person signing the Tender

Stamp or Seal of Tenderer

NOTES TO TENDERER’S COMMENTARIES

1. The tenderer has discretion to provide any comments or suggestions that would be useful for purposes of the objectives of the Tenderer. This can include issues or aspects that would be helpful or worth noting during the performance or completion of the services or that KEBS ought to provide to the Tenderer.
2. The Commentaries should not be more than three (3) single sided A4 size pages at font 12 spacing 1.25. Any content beyond this may stand disregarded.

SECTION XIV – METHODOLOGY AND WORKPLAN

Tenderer's Description of the Methodology and Work plan for performing the assignment.

Yours sincerely,

Name of Tenderer

Signature of duly authorized person signing the Tender

Name and Capacity of duly authorized person signing the Tender

Stamp or Seal of Tenderer

NOTES TO TENDERERS ON WORKPLAN AND METHODOLOGY

1. Reports and Time Schedules
 - 1.1 KEBS may enter into discussion and agreement with the successful Tenderer on the approach and action plans to realize the basic objective of the Tender and contract. The Tenderer should therefore provide its detailed proposals on this, given that the assignment is to be completed within a 3-month period.
2. Any Reports requested by KEBS shall be presented in three hard copies and one soft copy.

**SECTION XV – FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED TEAM MEMBERS
(INCLUDING TEAM LEADER)**

Full name of Team Member: _____ Position in firm _____

Years and or months with Tenderer: _____ Membership (and status) in Professional Bodies:

Key Qualifications:

[Give an outline of team member's key experience most pertinent to the Services going not more than seven years prior to the Date of the Tender Document. Indicate degree of responsibility held by the team member on relevant previous assignments and give dates and locations. For experience in last seven years, also give types of activities performed and client references, where appropriate].

Education:

[Summarize university, other training and specialized education of team member, giving names of universities, dates attended, and degrees, diplomas other certification or accolades obtained]

Employment Record:

[Starting with present position, list in reverse order every employment held in the last seven years. List all positions held by the team member in that period giving dates, names of employing organizations, titles of positions held, and station of work].

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, the information above correctly describes me, my qualifications, and my experience.

[Signature of Team Member] Date: _____
Day/Month/Year

Yours sincerely,

Full name of Tenderer

Signature of duly authorised person signing the Tender

Name and Capacity of duly authorised person signing the Tender

Stamp of the Tenderer

SECTION XVI - DECLARATION FORM

Date _____

To:

KENYA BUREAU OF STANDARDS
POPO ROAD, SOUTH C
P.O. BOX 54974,00200
NAIROBI,
KENYA.

Ladies and Gentlemen,

The Tenderer i.e. (full name and complete physical and postal address)

_____ declares the following:

- a) That I/ We have not been debarred from participating in public procurement by any body, institution or person.
- b) That I/ We have not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement anywhere.
- c) That I/We or any partner and/or other lawyer of the firm is not a person within the meaning of paragraphs 3.2 and 3.3 of ITT.
- d) That I/ We are not insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- e) That I/ We are not associated with any other Tenderer participating in this Tender.
- f) That I/We do hereby confirm that all the information given in this tender is accurate, factual and true to the best of our knowledge.

Yours sincerely,

Name of Tenderer

Signature of duly authorised person signing the Tender

Name and Capacity of duly authorised person signing the Tender

Stamp or Seal of Tenderer

SECTION XVII – DRAFT LETTER OF NOTIFICATION OF AWARD

To:

(Name and full address of the Successful Tenderer)

Dear Sirs/ Madams,

RE: NOTIFICATION OF AWARD OF TENDER NO.....
FOR PROVISION OF PUBLIC RELATIONS SERVICES

We refer to your Tender dated..... and are pleased to inform you that following evaluation, your Tender has been accepted as follows: -

.....
.....

This notification does not constitute a contract. The formal Contract Agreement, which is enclosed herewith shall be entered into upon expiry of fourteen (14) days from the date hereof but not later than fourteen (14) days after expiry of tender validity pursuant to the provisions of the Public Procurement and Disposal Act, 2015 *(or as may be amended from time to time, or replaced)*.

Kindly sign, and seal the Contract Agreement. Further, initial and stamp on all pages of the documents forming the Contract that are forwarded to you with this letter. Thereafter return the signed and sealed Contract together with the documents to us within seven (7) days of the date hereof for our further action.

We take this opportunity to remind you to again note and strictly comply with the provisions as regards the Performance Security and Signing of Contract as stated in the Instructions to Tenderers. We look forward to a cordial and mutually beneficial business relationship.

Yours faithfully,

FOR: KENYA BUREAU OF STANDARDS

CHIEF MANAGER, SUPPLY CHAIN

Enclosures

SECTION XVIII – DRAFT LETTER OF NOTIFICATION OF REGRET

To: *(Name and full address of the Unsuccessful Tenderer)*

Date:

Dear Sirs/ Madams,

RE: NOTIFICATION OF AWARD OF TENDER NO
FOR PROVISION OF PUBLIC RELATIONS SERVICES

We refer to your Tender dated..... and regret to inform you that following evaluation, your Tender is unsuccessful. It is therefore not accepted. The brief reasons are as follows:-

1.
2.
3. etc...

The successful bidder was

We take the early opportunity to thank you for the interest shown in participating in this tender and wish you well in all your future endeavours.

Yours faithfully,

FOR: KENYA BUREAU OF STANDARDS

CHIEF MANAGER, SUPPLY CHAIN

SECTION XIX - CONTRACT AGREEMENT FORM

THIS AGREEMENT made this.....day of.....**20.... BETWEEN THE KENYA BUREAU OF STANDARDS**, Post Office Box Number, Nairobi in the Republic aforesaid (*hereinafter referred to as the “KEBS”*) of the one part,

AND

..... (***Consultant’s full name and principal place of business***) a duly registered entity according to the laws of..... (***state country***) and of Post Office Box Number.....(***full address physical and postal of Contractor***) in the Republic aforesaid, (*hereinafter referred to as the “Contractor”*) of the other part;

WHEREAS KEBS invited tenders for certain services, that is to sayunder Tender Number.....

AND WHEREAS KEBS has accepted the Tender by the Consultant for the services in the sum of(***KEBS specify the total amount in words which should include any payable taxes, duties and insurance where applicable e.g. Value Added Tax***) (*hereinafter called “the Contract Price”*).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: -

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract and the Tender Document.
2. Unless the context or express provision otherwise requires: -
 - a) reference to “this Agreement” includes its recitals, any schedules and documents mentioned hereunder and any reference to this Agreement or to any other document includes a reference to the other document as varied supplemented and or replaced in any manner from time to time.
 - b) any reference to any Act shall include any statutory extension, amendment, modification, re-amendment or replacement of such Act and any rule, regulation or order made thereunder.
 - c) words importing the masculine gender only, include the feminine gender

or (as the case may be) the neutral gender.
 - d) words importing the singular number only include the plural number and vice-versa and where there are two or more persons included in the expression “*the Consultant*” or “*the Consulting firm*” or “*the Successful Tenderer*” the covenants,

- agreements obligations expressed to be made or performed by the Consultant shall be deemed to be made or performed by such persons jointly and severally.
- e) where there are two or more persons included in the expression “*the Consultant*” or “*the Consulting firm*” or “*the Successful Tenderer*” any act default or omission by the Consultant or the Consulting firm or the Successful Tenderer shall be deemed to be an act default or omission by any one or more of such persons.
3. In consideration of the payment to be made by KEBS to the Consultant as hereinbefore mentioned, the Consultant hereby covenants with KEBS to perform and provide the services and remedy any defects thereon in conformity in all respects with the provisions of the Contract.
4. KEBS hereby covenants to pay the Consultant in consideration of the proper performance and 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.
5. The following documents shall constitute the Contract between KEBS and the Consultant and each shall be read and construed as an integral part of the Contract: -
- a) this Contract Agreement
 - b) the Official Order
 - c) the Special Conditions of Contract
 - d) the General Conditions of Contract as per the Tender Document
 - e) the Price Schedules submitted by the Consultant and agreed upon with KEBS
 - f) the Methodology, Work Plans, Time Schedules for Professional Personnel submitted and agreed upon by both KEBS and the Consultant
 - g) Team Composition and Task Assignment agreed upon by KEBS and the Consultant
 - h) the Terms of payment agreed upon by KEBS and the Consultant
 - i) the Performance Security
 - j) KEBS’s Notification of Award dated.....
 - k) the Tender Form signed by the Consultant
 - l) the Declaration Form signed by the Consultant / successful Tenderer
6. In the event of any ambiguity or conflict between the contract documents listed above, the order of precedence shall be the order in which the contract documents are listed in 5 above except where otherwise mutually agreed in writing.
7. The Commencement Date shall be the working day immediately following the fulfillment of all the following: -
- a) Execution of this Contract Agreement by KEBS and the Consultant

- b) Conclusion and signed agreement by the parties on the agreed Work and Action Plans
 - c) Conclusion and agreement by the parties on the Terms of Payment
8. The period of contract validity shall begin from the Commencement date and end sixty (60) days after the last date of the agreed performance schedule.
9. Any amendment, change, addition, deletion or variation howsoever to this Contract shall only be valid and effective where expressed in writing and signed by both parties.
10. No failure or delay to exercise any power, right or remedy by KEBS shall operate as a waiver of that right, power or remedy and no single or partial exercise of any other right, power or remedy.
11. Notwithstanding proper completion of performance or parts thereof, all the provisions of this Contract shall continue in full force and effect to the extent that any of them remain to be implemented or performed unless otherwise expressly agreed upon by both parties.
12. Any notice required to be given in writing to any Party herein shall be deemed to have been sufficiently served, if where delivered personally, one day after such delivery; notices by electronic mail and facsimile shall be deemed to be served one day after the date of such transmission and delivery respectively, notices sent by post shall be deemed served seven (7) days after posting by registered post (*and proof of posting shall be proof of service*), notices sent by courier shall be deemed served one (1) day after such receipt by the courier service.
13. For the purposes of Notices, the address of KEBS shall be Managing Director, Kenya Bureau of Standards, Popo Road, South C, Off Mombasa Road. P.O.Box 54974-00200 Nairobi, Kenya.

The address for the Consultant shall be the Consultant's address as stated by it in the Confidential Business Questionnaire provided in the Tender Document.

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

SIGNED for and on behalf
of **KEBS**

MANAGING DIRECTOR

SEALED with the **COMMON SEAL**
of the **CONSULTANT**
in the presence of:-

DIRECTOR

Affix Consultant's Seal here

DIRECTOR'S FULL NAMES

and in the presence of:-

DIRECTOR/ COMPANY SECRETARY

DIRECTOR/ COMPANY SECRETARY'S FULL NAMES

SECTION XX - PERFORMANCE SECURITY FORM (BANK GUARANTEE)

(To Be Submitted On Bank's Letterhead)

Date:

To:

KENYA BUREAU OF STANDARDS
POPO ROAD, SOUTH C
P.O. BOX 54974,00200
NAIROBI,
KENYA.

WHEREAS.....(hereinafter called "the Consultant") has undertaken, in pursuance of your Tender Number..... and its Tender dated*(insert Consultant's date of Tender taken from the Tender Form)* to provide *(hereinafter called "the Contract");*

AND WHEREAS it has been stipulated by you in the said Contract that the Consultant shall furnish you with a bank guarantee by an acceptable bank for the sum specified therein as security for compliance of the Consultant's performance obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Consultant a guarantee;

THEREFORE, WE HEREBY AFFIRM that we are Guarantors and responsible to you, on behalf of the Consultant, 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 Consultant 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 you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....20....

EITHER

SEALED with the)
COMMON SEAL)
of the said **BANK**)
)

thisday) _____

of20....) BANK SEAL
 in the presence of :-)
)
 _____)
)
 and in the presence of:-)
)
 _____)
 OR

**SIGNED by the DULY AUTHORISED
 REPRESENTATIVE(S)/ ATTORNEY(S) of
 the BANK**

 Name(s) and Capacity(ies) of duly authorised representative(s)/ attorney(s) of the Bank

 Signature(s) of the duly authorised person(s)

NOTES TO CONSULTANTS AND BANKS

1. *Please note that no material additions, deletions or alterations regarding the contents of this Form shall be made to the Performance Security Bond (the Bond) to be furnished by the successful Tenderer/ Consultant. If any are made, the Bond may not be accepted and shall be rejected by KEBS. For the avoidance of doubt, such rejection will be treated as non-submission of the Bond where such Bond is required in the tender and Contract.*
2. *KEBS shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the Consultant to sensitize its issuing bank on the need to respond directly and expeditiously to queries from KEBS. The period for response shall not exceed five (5) days from the date of KEBS's query. Should there be no conclusive response by the Bank within this period, such Consultant's Performance Security may be deemed as invalid and the Contract nullified.*

SECTION XXI - THE DETAILS OF SERVICES

The Details of Services describe the basic requirements for services. In addition to the information and documentation in the Tender Document regarding the technical aspects of this tender, all Tenderers shall comply with the following wherever applicable -

GENERAL REQUIREMENTS

1. Technical documentation shall be in English language. The specific services on offer shall be marked clearly for the services they intend to provide.
2. Deviations from the basic requirements, if any, shall be explained in detail in writing with the offer, with supporting data including calculation sheets, detailed drawings and certified test reports. KEBS reserves the right to reject the services if such deviations shall be found critical to the use and operation of the services.
3. Detailed contact information including title, e-mail, facsimile, telephone or any other form of acceptable communication of the certification or recognition and standards body used shall be provided.
4. Where Certificates and their Reports and are translated into English, all pages of the translations must be signed and stamped by the certifying authority.
5. The Consultant's conformity to reference standards and copies of quality management certifications including valid and current ISO certifications shall be submitted for consideration.

END