



**Kenya Bureau of Standards**



**Kenya Bureau of  
Standards**

Standards for quality life

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

**Tender No: KEBS/T009 /2019- 2021**

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

**TENDER OPENING/CLOSING DATE: 24-12-2019**

**TIME: 1200HRS EAST AFRICAN TIME**

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

***NB: Companies with existing contracts with KEBS for the provision of the above services are EXEMPTED from participating in this tender and shall continue rendering the services as per the provisions of the said contract.***



## Kenya Bureau of Standards

### SECTION I INVITATION TO TENDER

Date: Tuesday, 3<sup>rd</sup> December 2019

TENDER No: KEBS/T009/2019-2021

**Tender to offer Pre-Export Verification of Conformity (PVOC) to Standards Services in accordance with Legal Notice 127 of 2018**

- 1.1 The Kenya Bureau of Standards (KEBS) invites sealed technical and financial proposals from eligible companies for the provision of pre-export verification of conformity to standards for a period of three years. The verification of conformity is to be conducted on the basis of Kenya Standards or specifications approved by the Kenya Bureau of Standards.
- 1.2 Interested eligible companies may obtain further information from and inspect the tender documents at **The Procurement Office, Kenya Bureau of Standards KEBS CENTRE Popo Road off Mombasa Road** during normal working hours (between 0800hrs and 1700hrs).
- 1.3 A complete set of tender documents may be obtained by interested companies from the procurement office, or downloaded from the KEBS website: [www.kebs.org](http://www.kebs.org), upon payment of a non-refundable fee of KES 10,000 in cash or bankers cheque payable to Kenya Bureau of standards. Companies which download the tender documents from the website must notify KEBS through [procurement@kebs.org](mailto:procurement@kebs.org) immediately.
- 1.4 Prices quoted should be net inclusive of all taxes and must be expressed in United States Dollars and shall remain valid for a period of **120 days** from the closing date of the tender.
- 1.5 Completed tender documents shall be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the tender box provided at **KEBS CENTRE, Popo Road off Mombasa Road** or be addressed and posted to

**Managing Director**

**Kenya Bureau of Standards**

**P.O. Box 54974-00200**

**NAIROBI-Kenya**

**Email address: [info@kebs.org](mailto:info@kebs.org) or [procurement@kebs.org](mailto:procurement@kebs.org)**

to be received on or before (Tuesday 24<sup>th</sup> December 2019: 1200hrs East African Time).

- 1.6 Tenders must be accompanied by Tender Security of **USD 200,000** in the form of a bank guarantee from reputable bank.
- 1.7 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at **KEBS CENTRE, Popo Road off Mombasa Road**. Tenders delivered outside the required time will not be accepted. KEBS reserves the right to accept or reject any tenders.  
**Managing Director, Kenya Bureau of Standards**



## SECTION II INSTRUCTION TO TENDERERS

### 2.1 Eligible Tenderers

- 2.1.1 This tender is open to all tenderers eligible as described in the *Instructions to Tenderers*. The successful tenderer(s) shall provide pre-export verification of conformity to standards (PVoC) services for the stipulated duration (hereinafter referred to as *—the term*) from the date of commencement specified in the contract
- 2.1.2 The Kenya Bureau of Standards' employees, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under Section 59 of the Public Procurement and Disposal Act 2015
- 2.1.3 Tenderers must provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Kenya Bureau of Standards to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Tender.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred by Public Procurement Regulatory Authority from participating in public procurement shall not be eligible.

### 2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Kenya Bureau of Standards, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall be **KES 10, 000/=**
- 2.2.3 The Kenya Bureau of Standards shall allow the tenderer to review the tender document free of charge before purchase.

### 2.3 Contents of Tender documents

- 2.3.1 The Tender document comprises of the documents listed below:
- i. Instructions to tenderers
  - ii. General Conditions of Contract
  - iii. Special Conditions of Contract
  - iv. Schedule of Requirements



- v. Details of service
- vi. Tender Form
- vii. Contract form
- viii. Confidential business questionnaire form
- ix. Tender security form
- x. Performance security form

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

## **2.4 Clarification of Documents**

2.4.1 A prospective candidate making inquiries of the tender requirement document may notify the Kenya Bureau of Standards in writing and send by post, fax or email at the address indicated in the Invitation for Tenders. The Kenya Bureau of Standards will respond in writing to any request for clarification of the tender requirement, which it receives not later than seven (7) days prior to the deadline for the submission of tender s prescribed by the Kenya Bureau of Standards. Written copies of the Kenya Bureau of Standards' response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents

2.4.2 The Kenya Bureau of Standards shall reply to any clarifications sought by the tenderer within three (3) days of receiving the request to enable the tenderer to make timely submission of its tender.

## **2.5 Amendment of documents**

2.5.1 At any time prior to the deadline for submission of tender, the Kenya Bureau of Standards, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the Tender documents by issuing an addendum.

2.5.2 All prospective tenderers who have obtained the Tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

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

## **2.6 Language of tender**

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Kenya Bureau of Standards, shall be written in English language. Any printed literature furnished by the tenderer may be written in another



language provided they are accompanied by an accurate English translation of the relevant passages in each case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.7 Documents Comprising the Tender**

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

- a. A Tender Form completed in accordance with 2.8 below
- b. Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- c. Tender security furnished is in accordance with Clause 2.12
- d. Duly filled confidential business questionnaire.

## **2.8 Tender Form**

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

## **2.9 Tender Prices**

2.9.1 The tenderer shall indicate on the Financial Proposal the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Financial Proposal shall be the cost of the services quoted including all customs duties and VAT and other taxes payable and all the royalties to be paid to KEBS.

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A proposal submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

2.9.4 Contract price variations shall not be allowed for a period not exceeding one year (12 months).

2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

2.9.6 Price variation requests shall be processed by the Kenya Bureau of Standards within 30 days of receiving the request.



## **2.10 Tender Currencies**

2.10.1 Prices shall be quoted in United States Dollars.

## **2.11 Tenderer's Eligibility and Qualifications**

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

2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Kenya Bureau of Standards' satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## **2.12 Tender Security**

2.12.1 The tenderer shall furnish, as part of its technical proposal, a tender security for the amount specified in Invitation to Tender.

2.12.2 The tender security shall be in the amount not exceeding and not less than **USD 200,000**.

2.12.3 The tender security is required to protect the Kenya Bureau of Standards against the risk of tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.8

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

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

2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.4 will be rejected by the Kenya Bureau of Standards and treated as non-responsive, pursuant to paragraph 2.20.

2.12.6 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Kenya Bureau of Standards.

2.12.7 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.

2.12.8 The tender security may be forfeited:

- a. If a tenderer withdraws its tender during the period of tender validity specified by the Kenya Bureau of Standards on the Tender Form;



Or

- b. In the case of a successful tenderer, if the tenderer fails:
  - i. to sign the contract in accordance with paragraph 2.26
  - Or ii. If the tenderer fails to furnish performance security in accordance with paragraph 2.27
- c. If the tenderer rejects correction of an error in the Tender

## **2.13 Validity of Tenders**

2.13.1 Tenders shall remain valid for 120 days after date of tender opening prescribed by the Kenya Bureau of Standards, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Kenya Bureau of Standards as nonresponsive.

2.13.2 In exceptional circumstances, the Kenya Bureau of Standards may solicit the tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will neither be required nor permitted to modify its tender.

## **2.14 Format and Signing of the Tender**

2.14.1 The tenderer shall prepare four sets (1 original and 3 copies) of the tender documents, clearly marking each —**ORIGINAL TENDER** and —**COPY OF TENDER**, as appropriate. The copies must be separated and sealed separately whereby only the original will be opened. In the event of any discrepancy between them, the original shall govern. Failure to present and seal the documents correctly/separately it will be adjudged non-responsive.

2.14.2 The original and all copies of the tender s shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

## **2.15 Sealing and Marking of Tender**

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

- a) be addressed to the Kenya Bureau of Standards at the address given in the *Invitation to Tender*.



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- b) bear, Tender number and name in the invitation to tender and the words: —DO NOT OPEN BEFORE **Tuesday, 24<sup>th</sup> December 2019; 1200hrs East African Time**,

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

2.15.3 If the outer envelope is not sealed and marked as required in clause 2.15.1, the Kenya Bureau of Standards will assume no responsibility for the tender's misplacement or premature opening.

### 2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Kenya Bureau of Standards at the address specified in the invitation to tender no later than **Tuesday, 24<sup>th</sup> December 2019: 1200hrs East African Time**.

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

### 2.17 Modification and Withdrawal of Tenders

2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice

of the modification, including substitution or withdrawal of the tender is received by the Kenya Bureau of Standards prior to the deadline prescribed for the submission of tenders.

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

2.17.3 No tender may be modified after the deadline for submission of tenders.

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of the tender and the expiration of the period of the tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.17.5 The Kenya Bureau of Standards may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.





- 2.17.6 The Kenya Bureau of Standards shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## **2.18 Opening of Tenders**

- 2.18.1 The Kenya Bureau of Standards will open all tenders in the presence of tenderers' representatives who choose to attend, at **Tuesday , 24<sup>th</sup> December 2019: 1200hrs East African Time** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.2 The tenderers' names, tender modifications or withdrawals, and the presence or absence of requisite tender security and such other details as the Kenya Bureau of Standards, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The Kenya Bureau of Standards will prepare minutes of the tender opening meeting.

## **2.19 Clarification of Tenders**

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the Kenya Bureau of Standards may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the Kenya Bureau of Standards during tender evaluation, tender comparison or contract award decisions shall result in the rejection of the tenderer's tender.

## **2.20 Preliminary Examination and Responsiveness**

- 2.20.1 The Kenya Bureau of Standards will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed, whether the tender documents are generally in order and whether the tender documents are duly sealed and correctly submitted.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the tenderer does not accept the correction of the errors, its tender shall be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 The Kenya Bureau of Standards may waive any minor nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.



2.20.4 Prior to the detailed evaluation, the Kenya Bureau of Standards will determine the substantial responsiveness of each tender to the tender requirements. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the Tender requirements without affecting the substance of the tender. The Kenya Bureau of Standards' determination

of a tenders responsiveness is to be based on the contents of the submitted tender without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the Kenya Bureau of Standards and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **2.21 Conversion to a Single Currency**

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

## **2.22 Evaluation and Comparison of Tenders**

2.22.1 The Kenya Bureau of Standards will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The Kenya Bureau of Standards' evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3 and in the technical proposal:

- a. operational plan proposed in the tender;
- b. deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 2.22.3, the following evaluation methods will be applied:

(a) Operational Plan.

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

(b) Deviation in payment schedule.

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



## **Kenya Bureau of Standards**

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender as per the Public Procurement and Asset Disposal Act 2015, section 80 (6)

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

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

### **2.23 Contacting the Kenya Bureau of Standards**

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

2.23.1 Any effort by a tenderer to influence the Kenya Bureau of Standards in its decisions on tender evaluation, tender comparison or contract award shall result in the rejection of the tenderer's tender.

### **2.24 Award of Contract**

#### *Award Criteria*

2.24.1 The Kenya Bureau of Standards will award the contract to the successful tenderer/s whose tender/s has/have been determined to be substantially responsive in both technical and financial proposals.

2.24.2 The Kenya Bureau of Standards reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or



tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Kenya Bureau of Standards' action. If the Kenya Bureau of Standards determines that none of the tenderers is responsive, the Kenya Bureau of Standards shall notify each tenderer who submitted a tender.

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

#### **2.25 Notification of award**

2.25.1 Prior to the expiration of the period of tender validity, the Kenya Bureau of Standards will notify the successful tenderer(s) in writing that its tender has been accepted.

2.25.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer(s) and the Kenya Bureau of Standards. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful tenderer's furnishing of the performance security pursuant to paragraph 2.27, the Kenya Bureau of Standards will promptly notify each unsuccessful tenderer and will discharge its tender security.

#### **2.26 Signing of Contract**

2.26.1 At the same time as the Kenya Bureau of Standards notifies the successful tenderer or tenderers that its tender has been accepted, the Kenya Bureau of Standards will simultaneously inform the other tenderers that their tender/s has/have not been successful.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer(s) shall sign and date the Contract Form and return it to the Kenya Bureau of Standards.

2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

#### **2.27 Performance Security**



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

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26, 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event; the Kenya Bureau of Standards may make the award to the next qualified evaluated tenderer or call for new tender s.

## **2.28 Corrupt or Fraudulent Practices**

2.28.1 The Kenya Bureau of Standards requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts.

2.28.2 The Kenya Bureau of Standards shall reject a tender for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices or coercion in competing for the contract in question.

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

## **APPENDIX TO INSTRUCTIONS TO THE TENDERERS**

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

### **2.1 Eligible tenderers**

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

- i. The tenderer must demonstrate existence and physical presence and must have the technical infrastructure and qualified personnel required for performing the required service.
- ii. The tenderer must be a legally registered company.
- iii. The tenderer shall have the financial capability to perform the contract and shall not have filed for bankruptcy or be under receivership.



- iv. The tenderer shall hold a current ISO/IEC17020:2012 accreditation for inspection services.
- v. The tenderer shall not have had any contract terminated by any of their client(s) because of deficiencies in the verification of conformity services, wrong doing by the tenderer or other similar deprecating causes in the last 10 years and must not be precluded from entering into contract with KEBS or the Government of Kenya as per the Public Procurement and Disposal Act 2015.
- vi. Except for client-provider relationships, the tenderer shall not be associated with activities that may suggest or be deemed to be in conflict with the inspection or certification services.
- vii. The tenderer shall not be associated with another company proposing in this tender.
- viii. Both the tenderer and its legal representatives shall be free of any impediment to contract with the client.
- ix. The tenderer shall have purchased this tender document.
- x. The tenderer shall present a tender as specified in Section V, to provide the services requested herein.
- xi. The tenderer, their servant or agent shall not have offered any inducement to any personnel of Kenya Bureau of Standards.
- xii. The successful tenderer/s subject to a maximum requirement of tenderers shall be required to execute a contract with the client within thirty **(30) days** from the date of award.
- xiii. The successful tenderer shall provide the services for a period up to and including 18<sup>th</sup> February 2021 from the date of commencement specified in the contract (hereinafter referred to as the term).

### **2.3.1 Contents of this Tender**

The tender document comprises of the documents listed below

- a) Invitation to tender
- b) Instructions to tenderers
- c) General conditions of Contract
- d) Special conditions of Contract



- e) Schedule of Requirements
- f) Description of service
- g) Tender security form
- h) Performance security form
- i) Tender Form
- j) Contract Form
- k) Confidential Business Questionnaire
- l) Form RB 1
- m) Annexes 1-4 (Procedures for verification and certification of shipments)

## **2.7 Documents comprising the Tender**

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

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

## **2.8 Tender Form**

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

## **2.9 Tender Prices**

The tenderer shall indicate proposed prices in accordance with requirement on clause 2.11.2 c (financial tender) taking into account the estimated fob value of certified goods exported and the number of players per zone as indicated in section VI (clause 6.3)

## **2.10 Tender Currencies**

2.10.1 Prices shall be quoted in United States Dollars

## **2.11 Tenderers Eligibility and Qualifications Documents**

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



#### 2.11.2. EVALUATION

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

##### **a) PRELIMINARY EVALUATION**

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

1. A list of all directors and their identification, nationality and contact details
2. Copy of certificate of incorporation endorsed by a notary.
3. Copy of current Tax Compliance Certificate or an equivalent document issued by competent authority in the country where the company is registered.
4. Organizational Profile (Minimum content for qualification: *brief history, business activities, organizational structure showing how the services shall be offered*)
5. Curriculum vitae of the executive staff directly responsible for inspection
6. Duly completed Confidential Business Questionnaire
7. Tenderers must provide copy/ies of necessary license/s to do business endorsed by a notary.
8. Evidence of current accreditation to ISO/IEC 17020:2012. - *Conformity assessment -- Requirements for the operation of various types of bodies performing inspection.*
9. Approved audited account for a period covering at least the last two years.
10. The tenderer must provide evidence of experience in offering offer conformity assessment to the required standard with competent staff having completed at least 1 and provide evidence to cater for scope of inspection required.
11. The tenderer shall also include a sworn statement for the following: -
  - i. That the company has not filed for bankruptcy or is not under receivership.
  - ii. That the company has not had any contract with a Government/Government agency terminated by any Government/Government agencies anywhere in the world because





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of deficiencies in similar conformity assessment services, wrong doing by the company or other similar deprecating causes in the last 10 years. In the case of unresolved business and/or legal disputes, include an explanation.

- iii. That, except for client-provider relationships the tenderer is not associated with any business that may lead to a conflict of interest or with another company proposing in this tender.
- iv. That both the tenderer and its legal representatives are free of any impediment to contract with the Kenya Bureau of Standards or the Government of Kenya and are not in any material legal dispute.

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

13. Tender security.

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

### **b) THE TECHNICAL EVALUATION**

The tenderer is required to provide the following information:

#### **1. Evidence of Presence and location to provide PVoC services.**

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

**Note:** The tenderers must provide information required above for each of the countries Bidden for.

#### **2. Evidence of current accreditation to ISO/IEC 17065.**

#### **3. Experience in the provision of conformity assessment services.**



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- i. The tenderer must provide evidence that the personnel in charge of the tendered service have an experience in undertaking conformity assessment for at least 3 years.
- ii. Copies of testimonials from the past or present employer/s.

#### **4. Qualifications of the company's personnel**

- i. Names, qualification and roles of the personnel responsible for management, supervisory and quality assurance of the services being tendered.
- ii. Curriculum vitae for management, supervisory and quality assurance staff directly involved in the management of the service required. The CVs must be signed by the owners and certified by an attorney.

#### **5. The information communications technology resources**

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

- i. Storage of all copies of RFC, inspection reports, test reports, registration/licensing evaluation reports and any documents used as criteria for certification. It shall also maintain records with respect to conformity assessment activities undertaken under this tender and shall make records accessible to KEBS through an online system.
- ii. To enable personnel designated by KEBS to view and download copies of such documents.
- iii. Retrieve and send to or integrate with KEBS or any other entity as authorized by KEBS specified data relating to certifications undertaken by the successful tenderer in text, Excel or XML format as often as specified by KEBS.

#### **6. Risk management system**

- i. Evidence of an operational risk management system capable of profiling shipments based on risks associated with conformity assessment of exports.

#### **7. Accredited laboratories**

- i. A schedule of the tenderers own/affiliated laboratories accredited to ISO/IEC 17025.



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- ii. The tenderer should give the accreditation number, the accrediting body and scope of their accreditation.

### c) FINANCIAL EVALUATION

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

1. The proposed verification fees for Routes A, B, C and D as a percentage of the fob value of the goods subject to a maximum 0.6%, 0.55%, 0.35% and 0.75% for routes A, B C and D respectively. These fees shall include the cost of inspection; sampling, container sealing and any other overheads related these aspects of inspection.

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

2. The royalty fee the tenderer proposes to remit to the Client on a monthly basis subject to a minimum of 31% of income obtained from the inspection activities.

### 2.12 Tender Security

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

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

b) A bank guarantee from international recognized institution

c) Letter of credit

### 2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for **one hundred and twenty (120) days** from the date of opening of the bid. A tender valid for a shorter period shall be treated as non-responsive and rejected by the Kenya Bureau of Standards.

### 2.14 Method and Form of Presentation of Tenders



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- 2.14.1 Tenders and all attached documents shall be written in English, except for submitted company brochures and publicity materials, which can be expressed in the original language and shall be accompanied by English translations.
- 2.14.2 The tenderer shall prepare four sets (1 original and 3 copies) of the tender documents, clearly marking each —**ORIGINAL TENDER** and —**COPY OF TENDER**, as appropriate. The copies must be separated and sealed separately whereby only the original will be opened. In the event of any discrepancy between them, the original shall govern. Failure to present and seal the documents correctly/separately it will be adjudged non-responsive.
- 2.14.3 The outer envelope of the original shall be clearly marked —**Original** while the outer envelope of the each of the copies shall be clearly marked —**Copy**. The financial and the technical proposals shall be presented in two separate envelopes clearly marked:

**“A – Technical Proposal” “B – Financial Proposal”**

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

Envelope —A — - Technical proposal, tender security and qualification

documents listed in 2.10.2 (a) above

Envelope —B - Financial proposal

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

Together, these two envelopes shall be placed in one outer envelope clearly marked: **Tender No. KEBS/T009/2019-2021 Pre-export Verification of Conformity to Standards Services AND addressed to: -**

The Managing Director

Kenya Bureau of Standards

KEBS CENTRE, Popo Road, Off Mombasa Road

P.O. Box 54974 — 00200 — NAIROBI, KENYA

Tel:+254 20 605490/ 6948000

Fax:+254 20 609660

E- mail:[info@kebs.org](mailto:info@kebs.org) or [procurement@kebs.org](mailto:procurement@kebs.org)

**“DO NOT OPEN BEFORE 1200hrs (East African Standard Time) on Tuesday, 24<sup>th</sup> December 2019”**



2.14.5 If the **outer envelope** is not sealed and marked as required above, the Kenya Bureau of Standards shall assume no responsibility for the tenders misplacement or pre-mature opening.

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

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

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

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

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

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

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

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

## **2.22 Evaluation and Comparison of Tenderers**

In order to be evaluated, tenderers shall satisfactorily include the tender security specified in Clause 2.12, the documentation specified in Clause 2.11.2 (a) of the appendix and fulfilling the requirements specified in Clause 2.1

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

The evaluation process shall be confidential.

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

### **2.22.1 Criteria for Evaluation of Technical Proposals**

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



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Tenderers who do not receive at least 70 points out of the maximum 100 points in the evaluation of their technical proposals shall be disqualified and their financial proposals returned unopened.

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

1	Evidence of the tenderer's physical presence and location, to provide PVoC services in each of the country bidden for.	<ul style="list-style-type: none"> <li>Physical presence (<i>physical address of registered office, official corporate Email address, and official Telephone (3 marks each item)</i>)</li> <li>Name and Title of contact person, <b>2 marks</b></li> <li>Notarized copy/ies of Title/lease/tenancy agreement for offices for registered office <b>4 marks</b></li> </ul>	17
		Organization chart showing how the proposed services will be provided <b>2 marks</b>	
	Evidence of Competence to undertake tendered services.	<p>The tenderer must demonstrate accreditation to ISO 17020 2012 in the following fields</p> <ul style="list-style-type: none"> <li>Food and agricultural products</li> <li>Chemical products and Pharmaceuticals</li> <li>Petroleum products</li> <li>Minerals</li> <li>Electrotechnical and electronic products</li> <li>Mechanical products,</li> <li>Civil, building and Construction</li> <li>Textiles and consumer products</li> </ul> <p><b>(3 marks for each field)</b></p>	24 marks
2	Accreditation for product certification	Evidence of current and valid ISO 17065 accreditation – <b>2 marks</b>	2



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3	The tenderer's personnel experience in providing similar verification of conformity services.	<p>The tenderer should include a brief description of experience for each of the following personnel <b>upto to a maximum of 2</b></p> <p>Person in charge of inspection and certification activities. ( 2 mark)</p> <p>Person in charge of quality assurance (2 marks)</p> <p>Testimonial (<b>2 mark for each satisfactory testimonial.</b>)</p>	8
4	Qualifications, competence and roles of personnel to be utilized in, the performance of services under this contract (Management, Technical supervision and Quality assurance ) for each country bidden for.	<ul style="list-style-type: none"> <li>• Evidence of management training for staff directly involved in the management of the service required (attach certificates)- <b>4 marks</b></li> <li>• Evidence of training in inspection for supervisory staff (attach certificates) - <b>5 marks</b></li> <li>• Evidence of training in QMS audit for quality assurance staff (attach certificates) - <b>5 marks</b></li> </ul>	14
5	<p>The tenderer should describe its information communications technology resources and demonstrate how it will deploy the resources to achieve the following objectives:</p> <ul style="list-style-type: none"> <li>▪ storage of records and documents resulting from conformity assessment activities</li> <li>▪ retrieve and transmit data in text, Excel and XML format.</li> <li>▪ Enable the client's designated personnel to view records of inspection/certification A reference site should be provided for verification of the ICT system capacity. (The tenderer to provide any access credentials and password required for verification)</li> </ul>	<ul style="list-style-type: none"> <li>• Evidence of database capable of storage of records and documents resulting from conformity assessment activities - <b>5 marks</b></li> <li>• Evidence of ability to retrieve and transmit data in text, Excel and XML format - <b>5 marks</b></li> <li>• Enable the client's designated personnel to view and download records of inspection/certification. - <b>2 marks</b></li> </ul>	12
6	A detailed description / demonstration of the	Existence of a risk management system ( <b>2 marks</b> )	12



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	<p>Risk Management system employed by the company in conformity assessment and how the system will be used to assist inspection services being proposed. (The tenderer to provide any access credentials and password required for verification)</p>	<p>Relevance (demonstration of how it will be used to profile goods under route A, B and C) of the system in profiling trade entities and products– <b>8 marks</b></p>	
7	<p>A schedule of the tenderers own or contracted laboratories accredited to ISO/IEC 17025 The tenderer should give details of the scope of their accreditation.</p>	<p>Schedule of the laboratories accredited to ISO/IEC 17025 provided. (Evidence of accreditation - <b>4 marks</b></p> <p>Relevance of scope to KEBS conformity assessment programme:</p> <ul style="list-style-type: none"> <li>▪ Food and agricultural products</li> <li>▪ Chemical products and Pharmaceuticals</li> <li>▪ Petroleum products</li> <li>▪ Minerals</li> <li>▪ Domestic appliances</li> <li>▪ Electro technical and electronic products</li> <li>▪ Mechanical products,</li> <li>▪ Civil, building and Construction</li> <li>▪ Textiles and consumer products</li> </ul> <p><b>(1 mark for each field)</b></p>	13
	<b>Total Marks</b>		<b>100</b>

### Formula for Determining the Technical score:

Technical score = actual final score/highest possible score x 100

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

### 2.22.2 Criteria for Evaluation of Financial Proposals

#### Formula for Determining the Financial Score:

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

1. The percentage of the fob proposed by the tenderer to be paid by the exporter as fees under Routes A, B C and D respectively subject to the maximum allowable percentage for each route:
2. The financial score for the fee charged per route is given  $F(r) = F_x/F_y \times 100$   
Where





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- i.  $F(r)$  is the route under consideration
- ii.  $F_x$  is the lowest proposed inspection fee amongst the responsive tenderers
- iii.  $F_y$  is the proposed inspection fee by the tenderer

$$Fs1 = [F(a) + F(b) + F(c) + F(d)/4] * 15$$

Where  $F(a)$ ,  $F(b)$ ,  $F(c)$  +  $F(d)$  are financial scores under the routes a, b, c and d respectively.  $Fs1$  is the financial score for verification fees.

**Maximum: 15 Points**

**Note: Any Percentage fee above the maximum, allowable for routes A, B, C and D respectively shall be deemed non responsive.**

3. The share of the fee in (1.) above that the tenderer proposes to remit to the Kenya Bureau of Standards on a monthly basis as royalties for the program's administration. Formula for financial score for royalty fee  $Fs2 = \frac{fry}{fm} \times 100$  Where;  $fry$  is the proposed royalty by the tenderer  $fm$  is the highest proposed royalty amongst the tenderers.

**Maximum: 15 Points**

**Note: Any Percentage royalty fee below the minimum of 31% allowable shall be deemed non responsive.**

**The completed tender form must duly be stamped and signed**

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

Final Financial Score  $Fs = Fs1 + Fs2$

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

### 2.22.4 Determination of Successful tenderers

KEBS shall award the tender to the tenderers with the highest financial scores upto to a maximum of three tenderers.



## **SECTION III GENERAL CONDITIONS OF CONTRACT**

### **3.1 Definitions**

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

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

### **3.2 Application**

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

### **3.3 Standards**

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



### **3.4 Patent Right's**

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

### **3.5 Performance Security**

**3.5.1** Within thirty (30) days of signing the contract, the successful tenderer shall furnish to the Kenya Bureau of Standards the performance security where applicable in the amount specified in Special Conditions of Contract.

**3.5.2** The proceeds of the performance security shall be payable to the Kenya Bureau of Standards as compensation for any loss resulting from the tenderer's failure to complete its obligations under the contract.

**3.5.3** The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the Kenya Bureau of Standards and shall be in the form of bank guarantee from an institution recognized in Kenya.

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

### **3.6 Inspections and Tests**

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

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

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



3.6.4 Nothing in paragraph 3.6 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.7 Payment**

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

### **3.8 Prices**

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

### **3.9 Assignment**

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

### **3.10 Termination for Default**

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

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

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



### **3.11 Termination for Insolvency**

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

### **3.12 Termination for convenience**

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

### **3.13 Resolution of disputes**

**3.13.1** The Kenya Bureau of Standards and the Contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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

### **3.14 Governing Language**

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

### **3.15 Force Majeure**

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

### **3.16 Applicable Law**



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

### 3.17 Notices

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

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

## SECTION IV SPECIAL CONDITIONS OF CONTRACT

4.1 Special conditions of contract shall supplement the general conditions of contract (GCC), wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

4.2 Special conditions of contract with reference to the general conditions of contract:

Reference of general conditions of contract	Special condition of contract



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



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3.16 Applicable law	Laws of Kenya.
3.18 Notices	Managing Director Kenya Bureau of Standards P.O. Box 54974-00200 Popo Road Off Mombasa Road Behind Bellevue Cinema NAIROBI. Email:info@kebs.org Fax: 604031.
Bid security	USD 200000 and shall be valid upto 30 days beyond the tender validity period. (150 DAYS)
3.5.1 Performance security	Shall be 5 % of the tender price for each country bidden for
3.6 inspection and tests	As in 3.6
3.7 Payment	As in 3.7
3.8 Price adjustment	.As in 2.9.4 on instructions to tenderers

## SECTION V SCHEDULE OF REQUIREMENTS

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

### 5.1 Performance Security

Within thirty days (30) days) after signing of the contract, the contractor shall place an irrevocable performance security in favor of the client for the amount of United States Dollars equivalent to 5% (five percent) of the tender price for each country bidden for by instrument issued in United States Dollars by a recognized financial institution acceptable to the client, guaranteeing the fulfillment of their contractual obligations.





## **5.2 Inspection/Verification Services**

- 5.2.1 The Contractor shall undertake consignment verification, certification, product registration or product licensing in line with the requirements outlined in the Route Procedures A, B C and D as described in this tender (*Description of services*) and any amendment thereto as shall be approved by KEBS.
- 5.2.2 Failure to provide services in a country where the tenderer has been contracted to provide the service shall attract a penalty equivalent to 15% CIF and a minimum of USD 5000 for each instance the tenderer fails up to a maximum of 5 times. Solicitation by the tenderer of extra charges from the exporter/importer for cross border transport and accommodation of inspectors shall be construed as failure to provide services. Failure to provide services for more than 5 times within six months shall be deemed as a breach of contract.
- 5.2.3 Where applicable, as outlined in procedures for Route A, B C and D the Contractor shall, in liaison with the exporter, schedule and perform the physical inspection of goods within four (4) working days for sea bound shipments and one (1) working day for air freight upon receipt of the duly completed Request for Certification form and other relevant documentation from the exporter unless a later date is requested by the exporter in writing.
- 5.2.4 Failure to meet set timelines shall attract a penalty equivalent to ten times the verification fees charged or chargeable by the contractor.
- 5.2.5 Qualifying tenderer shall submit to KEBS, a list of exporters registered or licensed every month and the products registered or licensed together with surveillance inspection plans for each registration or license. Inspection selectivity shall be based on surveillance inspection plans submitted to KEBS by the contractor at the time of product registration or licensing. However, the frequency of inspections may be increased depending on the risk assessment conducted by the contractor.
- 5.2.6 Where testing is required, qualified tenderer shall identify appropriate samples directly from the consignment during physical inspection for delivery by the exporter to the contractor's own laboratories or any other approved laboratory by the exporter for testing.
- 5.2.7 Where a consignment has met all applicable requirements, the contractor shall issue an electronic certificate containing information and features as specified by KEBS within two (2) working days of receipt of final documentation and meeting payment terms from the exporter/importer for sea bound cargo and one (1) working day for airfreight. PDF versions of the certificates shall be submitted to KEBS at the end of each month.



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



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

### 5.3 Use of Standards

- 5.3.1 The Contractor shall acquire the current editions of Kenya Standards on product requirements and test methods through direct purchase or subscription to KEBS Information Resource Center. Acquisition of the relevant Kenya standard is a pre-requisite for certification of any product.



5.3.2 The Contractor shall certify a product for which a Kenya Standard exists only after conformity to the Kenya standard has been demonstrated.

5.3.3 For products without Kenya Standards, the Contractor will apply available specification in the following order:

- i. International Standard,
- ii. National/regional standards applicable in the country of manufacture,
- iii. Manufacturer's specifications.

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

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

#### **5.4 Verification fees**

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

#### **5.4 Remittances to KEBS**

**5.4.1** The contractor shall ensure that the royalties equivalent to 31% of the fees charged by the contractor or its agents for services provided under this tender except the charges specifically excluded herein are remitted to the client on monthly basis within fourteen (14) days of the subsequent month.

#### **5.5 Subcontracting of PVoC Services**

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

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

5.5.2 The Contractor may subcontract physical inspection in countries not listed in column 5 of the table given in Section VI (clause 6.3) provided the Contractor provides evidence that the body subcontracted has the requisite qualifications specified in this tender to do so.



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

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

#### **5.6 Personnel**

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

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

5.7 The contractor shall be required to establish an operational office in Kenya.

#### **5.8 Performance of the contractor**

5.8.1 The performance of the contractor shall be reviewed annually to ascertain the position of conformity to the contract. This shall be guided by annual reports and compliance to conditions of the contract.

5.8.2 The results of this review shall be discussed with the contractor and may lead to:

- i. Warning.
- ii. Suspension of part or whole of services being provided for a specified period to allow necessary corrective actions.
- iii. Termination of the contract

5.8.3 Notwithstanding any provisions specified in this tender, the performance level attained by the contractor while servicing this tender will be taken into account in awarding similar works in future.



## **SECTION VI DESCRIPTION OF SERVICES**

### **6.1 General Information**

#### **6.1.1 Introduction**

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

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

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

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

### **6.2 Determination of Conformity of Products to**

6.2.1 Certification services shall be provided for all products except those exempted as outlined in the PVoC manual available for download at [www.kebs.org](http://www.kebs.org).

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

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



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

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

**Route B:** (product registration and surveillance)

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

**Route C:** (Licensing and surveillance)

**Route D:** Inspection and verification of consolidated goods- This is route is strictly for KEBS registered consolidators.

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







**SECTION VII: STANDARD FORMS**

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



## Kenya Bureau of Standards

### TENDER FORM

Date \_\_\_\_\_

Tender No. \_\_\_\_\_

To.....

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

#### Gentlemen and/or Ladies:

1. Having examined the Tender documents including addenda Nos.....[Insert numbers] which is hereby duly acknowledged, we, the undersigned, offer to provide

.....  
.....

.....[description of services] in conformity with the said tender documents for the sum of .....[total amount in words and figures]

2. We undertake, if our tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our tender is accepted, we will obtain the Performance Security in a sum equivalent to **5 percent** of the tender price for the due performance of the contract, in the form prescribed by Kenya Bureau of standards.
4. We agree to abide by this Tender for period of **120 days** from the date fixed for tender opening in the Instructions to Tenderers and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal contract is prepared and executed, this tender , together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of \_\_\_\_\_



## Kenya Bureau of Standards

### CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

#### Part 1 General

Business Name

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

Branch  
.....  
.....

#### Part 2 (a) – Sole Proprietor

Your name in full.....Age.....  
Nationality.....Country of Origin.....  
Citizenship details.....

#### Part 2 (b) – Partnership

Given details of partners as follows

Name	Nationality	Citizenship details	Shares
1. ....			
..... 2. ....			
.....			
3. ....			
4. ....			



## Kenya Bureau of Standards

Part 2 (c) – Registered Company			
Private or Public			
State the nominal and issued capital of company Nominal USD.			
Issued USD.			
Given details of all directors as follows:			
Name	Nationality	Citizenship details	Shares
1. ....	.....	.....	.....
2. ....	.....	.....	.....
3. ....	.....	.....	.....
4. ....	.....	.....	.....
Date.....Signature of Candidate.....			

### TENDER SECURITY FORM

Whereas .....[name of the tenderer]

(Hereinafter called —the tenderer) has submitted its tender dated.....[date of submission of tender ] for the provision of

.....  
.....  
.....

.....[name and/or description of the services]

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

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

Hereinafter called —the Bank) are bound unto Kenya Bureau of Standards in the sum of .....for which payment well and truly to be made to the said Kenya Bureau of Standards, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of 20 \_\_\_\_\_.

THE CONDITIONS of this obligation are:

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



## Kenya Bureau of Standards

(a) fails or refuses to execute the Contract Form, if required; or

(b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

we undertake to pay to the Kenya Bureau of Standards up to the above amount upon receipt of its first written demand, without the Kenya Bureau of Standards having to substantiate its demand, provided that in its demand the Kenya Bureau of Standards will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

\_\_\_\_\_  
[signature of the bank]

*(Amend accordingly if provided by Insurance Company)*

### PERFORMANCE SECURITY FORM

To: Kenya Bureau of Standards

WHEREAS.....[name of tenderer]

(hereinafter called —the tenderer) has undertaken, in pursuance of Contract No. \_\_\_\_\_ [reference number of the contract] dated \_\_\_\_\_ 20\_\_\_\_ to

supply.....

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

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of

.....[amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of

.....[amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of 20\_\_\_\_\_



## Kenya Bureau of Standards

\_\_\_\_\_  
Signature and seal of the Guarantors

\_\_\_\_\_  
[name of bank or financial institution]

\_\_\_\_\_  
[address]

\_\_\_\_\_  
[date]

(Amend accordingly if provided by Insurance Company)

### BANK GUARANTEE FOR ADVANCE PAYMENT

To.....

[name of tenderer].....

Gentlemen and/or Ladies:

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

.....

[name and address of tenderer][hereinafter called —the tenderer] shall deposit with the Kenya Bureau of Standards a bank

guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of

..... [amount of guarantee in figures and words]. We, the ..... [bank or financial institution], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as

primary obligator and not as surety merely, the payment to the Kenya Bureau of Standards on its first demand without whatsoever right of objection on our part and without its first claim to the

tenderer, in the amount not exceeding

[amount of guarantee in figures and words].

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

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

Yours truly,



## Kenya Bureau of Standards

Signature and seal of the Guarantors

\_\_\_\_\_  
[name of bank or financial institution]

\_\_\_\_\_  
[address]

\_\_\_\_\_  
[date]

### LETTER OF NOTIFICATION OF AWARD

Address of Kenya Bureau of Standards

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE:TendeNo. \_\_\_\_\_

TendeName \_\_\_\_\_

This is to notify that the contract stated below under the above mentioned Tender has been awarded to you.

\_\_\_\_\_  
\_\_\_\_\_

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

(FULL PARTICULARS)

\_\_\_\_\_  
\_\_\_\_\_



## Kenya Bureau of Standards

SIGNED FOR ACCOUNTING OFFICER

**FORM RB 1**  
**REPUBLIC OF KENYA PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Kenya Bureau of Standards*)  
of .....dated the...day of .....20.....in the matter of Tender No.....of  
.....20...

**REQUEST FOR REVIEW**

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

1.

2.

etc.

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

1.

2.

etc

SIGNED .....(Applicant)

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





Lodged with the Secretary Public Procurement Administrative Review Board on ..... day of  
.....20.....

## CONTRACT FORM

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

1 .In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

- (a) the Tender Form and the Price Schedule submitted by the tenderer;
- (b) the Schedule of Requirements
- (c) the Details of PVOC services
- (d) the General Conditions of Contract
- (e) the Special Conditions of Contract; and
- (f) the Procuring Entity's Notification of Award

3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the PVOC services and to remedy defects therein in conformity in all respects with the provisions of the Contract.



## Kenya Bureau of Standards

4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity)

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

### **ANNEXES**

#### **ANNEX 1: ROUTE A: CONSIGNMENT CERTIFICATION**

##### **1.0 Introduction**

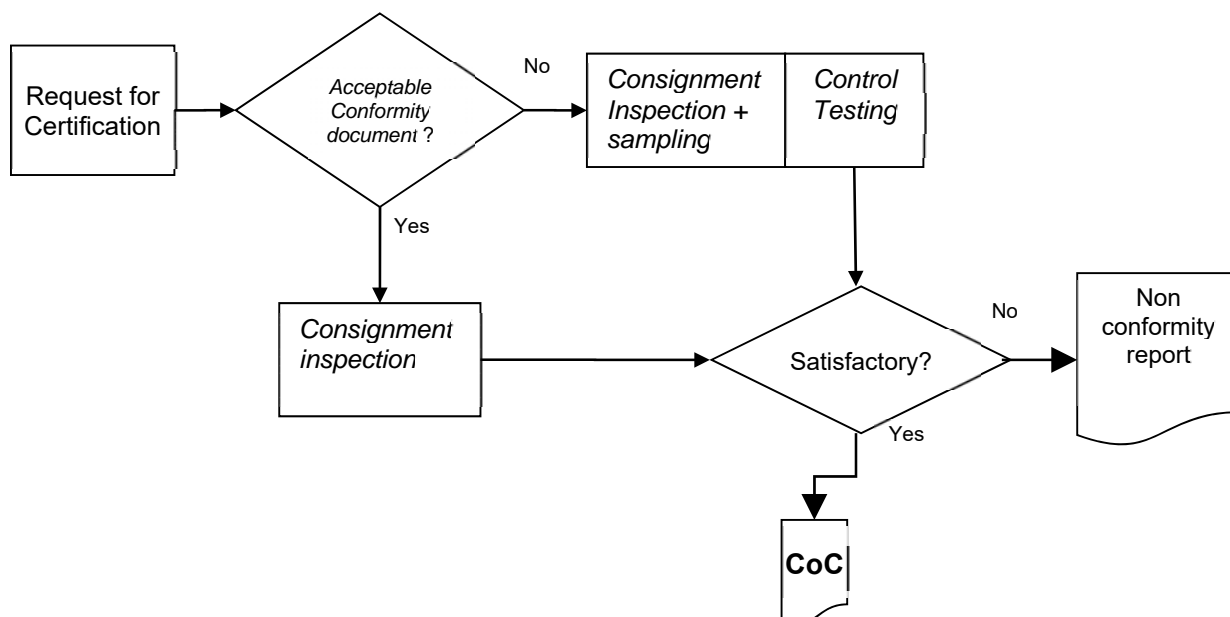
This route is open to any trade party, shipments or products.

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

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

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

The certification process under Route A is as outlined below;



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

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

- i. Unique Consignment Reference -UCR Number (mandatory)
- ii. Proforma/commercial invoice (mandatory)
- iii. Packing list (mandatory)
- iv. Import Declaration Form (IDF) – (where applicable)
- v. Copy of product technical specification from the manufacturer (if available)
- vi. Manual/ operating instructions (where applicable) The manual/instruction shall include English or Swahili translation
- vii. Production data (i.e. Batch size and number, Name of manufacturer, Date of manufacture/expiry, manufacturer's certificates – where applicable)
- viii. QMS Certificates (if available)
- ix. Distributorship/Dealership agreements- if available (only applicable to manufacturer authorized distributors/ Dealers)
- x. Test reports traceable to the goods being shipped, (if available)

## 3.0 Review of RFC/ Documentation by the PVoC Partner.

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

- i. Establish the *applicable Standard* and related *essential requirements*
- ii. Review provided conformity documents (if any) for each line item to define whether they are acceptable or not.



- iii. Prepare inspection Instructions and testing instructions with due regard to the requirements of the relevant standards.

#### **4.0 Consignment Inspection**

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

#### **5.0 Consignment Testing**

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

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

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

The PVoC Partner shall take a certification decision and issue Certificate of Conformity or a Non Conformity Report based on the inspection and test reports. To avoid post issuance amendments of the COC, the PVoC agent shall send to the owner a copy of the draft certificate for confirmation of its correctness with regard to shipment identification, goods description, quantities and values.

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

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

#### **1.0 Introduction**

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

Product registration is recommended to Exporters having frequent shipments.

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

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

Acknowledgement is hereby made for assistance derived from this source



**Note:**

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

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

## **2.0 Registration Process**

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

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

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

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

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

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



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

### **3.0 Monitoring of Registered Goods by PVoC Agent**

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

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

## **4.0 Suspension of a registration for a product**

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

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

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

## **5.0 Withdrawal (cancellation) of a Registration**

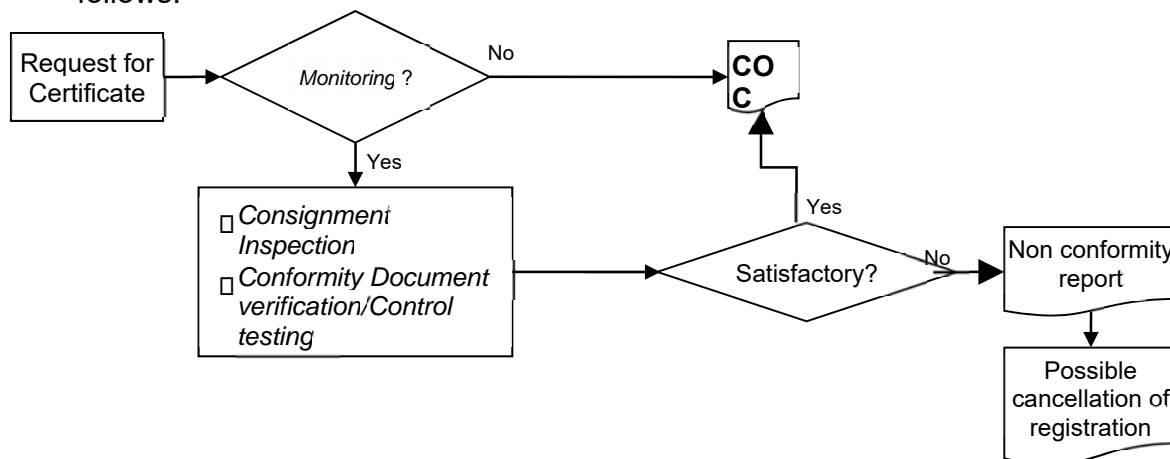
5.1 The registration may withdraw in the following cases:

1. If a product nonconformity is detected
2. If the exporter contravenes the terms of the registration agreement
3. If the exporter fails to take adequate corrective measures after suspension of the registration
4. If the manufacturer notifies the agent of intention to suspend or suspends production of the affected product for a limited time.
5. Voluntary discontinuation by the exporter
6. Change in production process, brand ownership or product requirements that makes it impossible to ensure continued conformity.

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

## 6.0 Certification Process for Registered Products

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



### 6.1 Submission of Request for Certification (RFC)

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

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

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

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

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

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

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

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

### **1.0 Introduction**

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

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

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

*ISO/IEC Guide 28:2004*

Acknowledgement is hereby made for assistance derived from these sources.

#### **1.1 Licensing Criteria**

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

**Note:**

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

- 8. Sugar
- 9. Cereals and pulses such as rice, wheat, beans, maize etc,
- 10. Fertilizer
- 11. Animal and Fishery products (fresh and frozen- not further processed),
- 12. Fresh dairy products





- 13. Fresh horticultural produce
- 14. Used or second hand goods

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

## **2.0 Licensing Process**

### **2.1 Submission of Application Form for Licensing**

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

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

**Partner** PVoC Partner shall:

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

### **2.4 Licensing Decision**

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

## **3.0 Monitoring of Licensed Goods**

### **3.1 Annual Audits**

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

### **3.2 Surveillance Inspection**

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

Surveillance Inspection shall be carried out as detailed in the surveillance plan.

## **4.0 Suspension of a license for a product**

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

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

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

## **5.0 Withdrawal (cancellation) of a License**

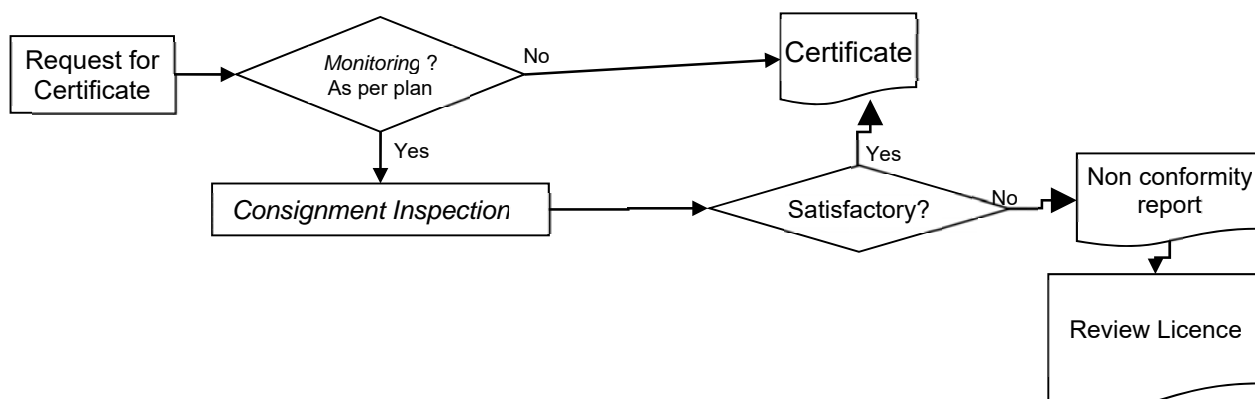
5.1 The license may withdraw in the following cases:

7. If a product nonconformity of a serious nature is detected
8. If the licensee contravenes the terms of the license agreement
9. If the licensee fails to take adequate corrective measures after suspension of the license
10. If the manufacturer notifies the partner of intention to suspend or suspends production of the affected product for a limited time
11. Voluntary discontinuation by the licensee
12. Change in production process, brand ownership or product requirements that makes it impossible to ensure conformity.

5.2 The partner shall on withdrawal of a license notify KEBS. Products under a suspended/withdrawn license shall cease to be designated as such and shall be treated as Route A shipments.

## **6.0 Certification Process for Licensed Products**

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



### 6.1 Submission of Request for Certification (RFC)

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

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

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

### 6.2 Consignment/ Shipment monitoring by PVoC Partner

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

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

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

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

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



## **ANNEX 4: INSPECTION OF CONSOLIDATED CARGO IMPORTS ROUTE D**

### **1.0 PURPOSE**

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

### **2.0 SCOPE**

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

### **3.0 TERMINOLOGY**

#### **3.1 Definition of terms used**

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

##### **3.1.1 Inspection:**

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

##### **3.1.2 Consolidated cargo:**

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

##### **Note:**

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

##### **3.1.3 Consolidator**

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



**3.1.4 High risk products**

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

**3.1.5 Low risks products**

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

**3.1.6 Joint Committee:**

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

**3.2 Abbreviations and acronyms**

3.2.1 KEBS - Kenya Bureau of Standards

3.2.2 KRA –Kenya Revenue Authority

3.2.3 DI- QA & I- Director Quality Assurance and Inspection

3.2.4 FMR - Functional Management Representative

3.2.5 HOD INS – Head of Department, Inspection

3.2.6 INS-O – Inspection Officer

3.2.7 OIC – Officer In-Charge of Station/PVoC

3.2.8 CoC- Certificate of Conformity

3.2.9 COI – Certificate of Inspection

3.2.10 NCR- Non Conformity Report

3.2.11 ISO- International Organization for Standardization

3.2.12 IEC- International Electro Technical Commission.

3.2.13 CIF Cost Insurance and Freight (value of goods).

3.2.14 CVG- Conformity Verification Guidelines

**4.0 REFERENCES**

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

4.1 ISO 9001:2015, Quality Management Systems-requirements



- 4.2 ISO/IEC 17020:2012 Conformity assessment – Requirements for the operation of various types of bodies performing inspection
- 4.3 ISO/IEC 17000:2004 Conformity assessment - Vocabulary and general principles
- 4.4 The Standards Act Cap 496, Laws of Kenya
- 4.5 Legal Notice Number 127 of 2018 CAP 496, Laws of Kenya

## **5.0 PRINCIPAL RESPONSIBILITIES**

5.1 DI- QA& I – shall be responsible for the authorization and implementation of this procedure.

5.2 HOD - Inspection shall be responsible for the implementation and maintenance of this procedure.

5.3 FMR shall be responsible for maintenance and adequacy of this procedure.

## **6.0 PROCEDURE DETAILS**

### **6.1 PART ONE – REGISTRATION AND FOR OPERATION AS A CONSOLIDATOR**

#### **6.1.1 *Conditions for Operation as a Consolidator***

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

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

(i.) The consolidator must be licensed to do business in the country of export

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

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

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



(iv.) Physical address of the warehouse.

#### **6.1.2 *Conditions for approval of the warehouse***

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

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

#### **6.1.3 *Certificate of registration as a consolidator***

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

#### **6.1.4 *Conditions for Operation of Warehouses***

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

### **6.2 PART TWO CERTIFICATION OF CONSOLIDATED GOODS**



### **6.2.1 Inspection by the PVOC Agents in The Country of Supply**

- 6.2.1.1 KEBS shall compile and circulate to PVOC Agents a list of products considered to be high risk.
- 6.2.1.2 The consolidators shall apply for certification and submit the packing list and commercial invoice to PVOC agent at least forty-eight (48) hours before inspection.
- 6.2.1.3 The packing list shall contain proper product description, brand name, Model, Quantity, Origin and Value supported by attached copy of the vendor's invoice. It must also contain the importer contacts, PIN and ID/ Passport details. The packing list should also give the identity of the owners of the individual packages.
- 6.2.1.4 The PVOC agents shall assign the required number of inspectors to the consolidation points to undertake inspection.
- 6.2.1.5 The inspector(s) shall carry physical inspection as provided in the Conformity Verification Guidelines and identify any high risk products in the consignment based on the list circulated by KEBS.
- 6.2.1.6 The inspectors shall in addition confirm the actual quantities as per the packing list and have this documented as part of the report to be forwarded to KEBS.
- 6.2.1.7 The PVoC agent may, upon agreement with the consolidator, subject high risk products identified in Clause 6.2.4 to tests before issuance of Col. Where testing is not done, the PVoC agent shall issue a CoC with a clear indication of the high risk products to be targeted for testing in Kenya by KEBS.
- 6.2.1.8 The PVoC agent shall ensure that all Container- load consolidated cargo is sealed and seal numbers indicated in the Col. For air shipment no sealing shall be done, however appropriate marks and numbers shall be applied on packages as an indication that the goods were inspected.
- 6.2.1.9 The PVOC agent shall issue a Col in the format provided as Annex 3 within 24 hours after receipt of IDF from the consolidator and final review of inspection reports. Goods issued with NCR should not be shipped.
- 6.2.1.10 The consolidator shall pay the PVoC partner inspection fees as per the prevailing rates before being issued with a Col.
- 6.2.1.11 PVoC agents shall ensure that item(s) and corresponding quantities and values are clearly indicated in the Col/NCR. The Col/ NCR shall be availed to KEBS in both pdf and text files for use in destination clearance purposes.
- 6.2.1.12 The PVoC agent shall transmit the COI data to designated addresses at KEBS and KRA at least 1 day before the arrival of the cargo.





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

6.2.2.1 After receipt and examination of the import documents as per INS/OP/01, the INS-O shall target consignments/items/products to be inspected/ verified and have them uniquely identified and placed in a designated area.

6.2.2.2 Imported goods shall undergo the normal Customs formalities and verification on arrival.

6.2.2.3 Goods identified as high risk by the PVoC Partner in the Col shall be sampled for test at fee equivalent to 0.5% of customs value (CIF Value) of the consignment or Kshs. 25,000/- per product sampled whichever is higher.

6.2.2.4 Low risk goods meeting requirements of CVG and accompanied with Col, shall be released by INS-O within a day.

6.2.2.5 High risk goods targeted for test at destination shall be deposited at the Customs warehouse at the point of entry until satisfactory test report is issued by KEBS.

6.2.2.6 Where high risk goods subjected to destination test fail to conform to Kenya standards or approved specifications in critical parameters (see QAS/OP/09/L1), they shall be rejected by the INS-O in consultation with OIC in accordance with INS/OP/04. Such goods shall be re-shipped or destroyed at a cost to the consolidator.

6.2.2.7 Where goods subjected to destination inspection fail to comply with Kenya Standards or approved specifications in non-critical parameters they shall be subjected to rectification/rework as applicable.

**6.3 PART 3 - SANCTIONS FOR CONTRAVENTION OF CONDITIONS OF CONSOLIDATION**

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

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

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

6.3.3 A person who violates any import regulations in force in Kenya or in any matter relating to Customs, makes any entry, a declaration, certificate, application or



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other document, which is false or in correct in any particular, commits an offence and shall be liable to penalties and sanctions stipulated under the East African Community Customs Management Act, 2004.

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

### 7.0 KEY PERFORMANCE INDICATORS

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



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### APPENDICES

### APPENDIX 1: APPLICATION FOR REGISTRATION FORM

### APPLICATION FOR REGISTRATION AS A CONSOLIDATOR

#### PART I: CONSOLIDATOR'S DETAILS

COMPANY

NAME: \_\_\_\_\_

PIN: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

—

PHYSICAL

LOCATION: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-

MAIL: \_\_\_\_\_ CONTACT

PERSON: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

DETAILS OF DIRECTORS:

NAME: \_\_\_\_\_ PIN: \_\_\_\_\_

\_\_\_\_\_

NAME: \_\_\_\_\_ PIN: \_\_\_\_\_

\_\_\_\_\_ NAME:

\_\_\_\_\_ PIN:

\_\_\_\_\_

#### PART II: WAREHOUSE INFORMATION:

NAME OF THE BUILDING: \_\_\_\_\_

STREET NAME: \_\_\_\_\_ TOWN/CITY: \_\_\_\_\_

COUNTRY \_\_\_\_\_ TELEPHONE: \_\_\_\_\_ E-

MAIL: \_\_\_\_\_ **PART III DECLARATION:**

I have read and understood the terms and conditions for operating as a consolidator under PVOC program and the information provided

in this form is true. APPLICANT'S NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

NOTE: *The following documents should be attached:*

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

**For Official Use:**

Serial Number: \_\_\_\_\_

Checked by: \_\_\_\_\_ Sign: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_

Approved by: \_\_\_\_\_ Sign: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_

## APPENDIX 2: Certificate of Registration

(Blank on purpose)

## APPENDIX 3: Certificate of Inspection

(Blank on Purpose)