KENYA BUREAU OF STANDARDS

TENDER FOR

DESIGN AND DEVELOPMENT OF AN INTEGRATED QUALITY ASSURANCE, INSPECTION, MARKET SURVEILLANCE, STANDARDS LEVY AND STANDARDS DEVELOPMENT (QAIMSS) WEB BASED SYSTEM

KEBS/T027/2018/2019

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INVITATION TO TENDER

TENDER NO. KEBS/T027/2018/2019: DESIGN AND DEVELOPMENT OF AN INTEGRATED QUALITY ASSURANCE, INSPECTION, MARKET SURVEILLANCE, STANDARDS LEVY AND STANDARDS DEVELOPMENT (QAIMSS) WEB BASED SYSTEM

Kenya Bureau of Standards (KEBS) invites tenders for **DESIGN AND DEVELOPMENT OF AN INTEGRATED QUALITY ASSURANCE, INSPECTION, MARKET SURVEILLANCE, STANDARDS LEVY AND STANDARDS DEVELOPMENT (QAIMSS) WEB BASED SYSTEM**

Eligible firms may obtain tender documents from KEBS centre Nairobi, Procurement Office between 8.30 am and 4pm or download from the KEBS website**.**

Completed tender documents in plain sealed envelopes clearly marked **"KEBS/T027/2018/2019:**

should be addressed and delivered to:

THE MANAGING DIRECTOR,
KENYA BUREAU OF STANDARDS,
POPO ROAD OFF MOMBASA ROAD
P.O. BOX00001 54974 - 00200
NAIROBI.

Or be deposited in the Tender Box at **KEBS Centre Main Reception** marked "**TENDER BOX**" so as to be received on or before **10.00 am on Tuesday 4th June 2019.** Tender opening will be carried out immediately thereafter at the **KEBS Centre Conference Room.**

ALL interested bidders must attend Pre- tender submission workshop/Conference **on 24th May 2019 at KEBS Head Office at 9:30am** where Certificate of attendance will be issued Stamped and Signed by Authorized KEBS officers being a mandatory requirement to all the firms participating in the tender.

Tenders must be accompanied by Bid Bond of 2**%** of the Tender sum in the format specified in the tender documents.

Tenderers or their representatives are free to attend the tender opening.

MANAGING DIRECTOR

SECTION II: INSTRUCTIONS TO TENDERERS

2.1 **Eligible tenderers**

2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.

2.1.2. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.

2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.

2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred 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 procuring entity, 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 procuring entity 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) Form of tender vii) Price schedules viii) Contract form
ix) Confidential business questionnaire form
x) Tender security form
xi) Performance security form
xii) Principal's or Manufacturers Authorization form
xiii) Declaration 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 documents in every respect will be at the tenderers 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 document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities 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 procuring entity shall reply to any clarifications sought by the tenderer within 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 tenders, the Procuring entity, 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 Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

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 Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 **Documents Comprising the Tender**

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

(a) A Tender Form and a Price Schedule completed in Accordance with paragraph 9, 10 and 11 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) Confidential business questionnaire

2.8 **Form of Tender**

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 **Tender Prices**

2.9.1 The tenderer shall indicate on the Price schedule 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 Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

2.9.4 Contract price variations shall not be allowed for contracts 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 procuring entity within 30 days of receiving the request.

2.10 **Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers.

2.11 **Tenderers Eligibility and Qualifications.**

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

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's 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 tender, a tender security for the amount and form specified in the Invitation to tender.

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

2.12.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

a) A bank guarantee.

b) Such insurance guarantee approved by the Authority.

c) Cash

d) Letter of credit

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.20

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

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

2.12.7 The tender security may be forfeited:

(a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity 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 30 or (ii) to furnish performance security in accordance with paragraph 31.

(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** or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.13.2 In exceptional circumstances, the Procuring entity 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 not be required nor permitted to modify its tender.

2.14 **Format and Signing of Tender**

2.14.1 The tenderer shall prepare two copies of the tender, clearly marking each **"ORIGINAL TENDER"** and **"COPY OF TENDER,"** as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended 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 Tenders**

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 Procuring entity at the address given in the invitation to tender

(b) Bear, tender number and name in the invitation to tender and the words: "**DO NOT OPEN BEFORE 10.00 am** on **Tuesday 4th June, 2019."**

2.15.3 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".

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity 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 Procuring entity at the address specified under paragraph 2.15.2 not later **10.00 am on Tuesday 4th June 2019**

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

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's is received by the procuring entity 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 paragraph 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 tenders and the expiration of the period of 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 procuring entity 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 procuring entity 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 Procuring entity will open all tenders in the presence of tenderer' Representatives who choose to attend, on **10.00 am** on **Tuesday 4th June 2018.** and in the location specified in the invitation to tender. The tenderers representatives who are present shall sign a register evidencing their attendance.

2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 **Clarification of tenders**

2.19.1 To assist in the examination, evaluation and comparison of tenders the procuring entity 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 procuring entity in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

2.20 **Preliminary Examination and Responsiveness**

2.20.1 The Procuring entity 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, and whether the tenders are generally in order.

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 candidate does not accept the correction of the errors, its tender will 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 Procuring entity may waive any minor informality or non-conformity 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, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

2.21 **Conversion to a single currency**

2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

2.22 **Evaluation and comparison of tenders.**

2.22.1 The procuring entity 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 Procuring entity's 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 2.22.4 and in the technical specifications:

(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 22.3 the following evaluation methods will be applied:

(a) ***Operational Plan***.

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) ***Deviation in payment schedule.***

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

The Criteria for the evaluation of Technical Proposals is as follows:

A) Technical Evaluation

This will be based on the technical proposal submitted in accordance to the forms provided and the following criteria shall be used: -

Total Technical Score: **100 Marks**

B) Financial Evaluation

The firms that will score a minimum pass score in the Technical evaluation will have their Financial Proposals opened. The firm that will submit the responsive Financial Proposal will be considered for award.

2.22.5 The tender evaluation committee shall evaluate the tender within 15 days from the date of opening the tender.

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 what is being procured.
(b) Legal capacity to enter into a contract for procurement
(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

2.23. **Contacting the procuring entity**

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

2.23.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 **Award of Contract**

a) **Post qualification**

2.24.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) **Award Criteria**

2.24.3 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.4 The procuring entity 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 procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

2.24.5 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 Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. 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 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

2.26 **Signing of Contract**

2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

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 receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts.

2.28.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

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 tenderers

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

Instructions to Tenderers	**Particulars of appendix to instructions to tenderers**
2.1	The tender is for all eligible and qualified firms and the successful tenderer shall be required to provide public relations services
2.11	Your proposal should be submitted with the following information: - A) **<u>Mandatory Documents</u>**: i) Certificate of Registration/Incorporation ii) Valid Tax Compliance certificate from Kenya Revenue Authority iii) Dully completed Confidential Business Questionnaire (MUST be filled and signed by authorized signatory) v) Dully completed form of tender to be placed in the financial proposal envelope.
2.12	Tenderers must provide a tender security of 2% from a reputable bank or reputable insurance company recognized by the Public Procurement Oversight Authority), cash or letter of credit valid for 150 days
2.13.	The tender shall be prepared in two envelope system. Technical and Financial proposal. The Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL**," and the Financial Proposal in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL".** Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall indicate "**KEBS/T027/2018/2019**

SECTION III GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 **Definitions**

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

a) "The contract" means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.

c) "The services" means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.

d) "The Procuring entity" means the organization sourcing for the services under this Contract.

e) "The contractor means the individual or firm providing the services under this Contract.

f) " GCC" means general conditions of contract contained in this section

g) "SCC" means the special conditions of contract h) "Day" means

calendar day

3.2 **Application**

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

3.3 **Standards**

3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

3.5 **Patent Right's**

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

3.6 **Performance Security**

Within twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:

a) Cash.
b) A bank guarantee.
c) Such insurance guarantee approved by the Authority.
d) Letter of credit.

3.6.4 The performance security will be discharged by the procuring entity 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.

3.7 **Inspections and Tests**

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

3.7.2 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 Procuring entity.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity 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 Procuring entity.

3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 **Payment**

3.8.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC.

3.9 **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 procuring entity's 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.

3.10 **Assignment**

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the procuring entity's prior written consent.

3.10 **Termination for Default**

The Procuring entity 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 Procuring entity.

b) If the tenderer fails to perform any other obligation(s) under the Contract.

c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the Procuring entity 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 Procuring entity for any excess costs for such similar services.

3.12 **Termination of insolvency**

The procuring entity may at the anytime 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 procuring entity.

3.13 **Termination for convenience**

3.13.1 The procuring entity 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 procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 **Resolution of disputes**

The procuring entity's 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.

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.

3.15 **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.

3.16 **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.

3.17 **Applicable Law.**

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

3.18 **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 D. Special Conditions of Contract

1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

2. Bid Security. The tenderer shall furnish, as part of its tender a tender security comprising **of 2% of the total quoted tender price**. The tender security shall be cash, a **bank guarantee** from a Reputable bank or such insurance guarantee approved by the authority valid for 30 days beyond the validity of the tender

3. General conditions of the contract clause 7.1 performance security.
The performance security shall be in the amount of 10% of the contract price and shall remain valid for 30 days beyond the last date of installation and commissioning.

4. Where the tender price is in foreign currency, the Exchange Rate will be as per Central Bank of Kenya exchange rate of Tender closing/opening date.

Section E. Schedule of Requirements

Number	Description	Quantity	Delivery schedule Start: End:
1.	DESIGN AND DEVELOPMENT OF AN INTEGRATED QUALITY ASSURANCE, INSPECTION, MARKET SURVEILLANCE, STANDARDS LEVY AND STANDARDS DEVELOPMENT (QAIMSS) WEB BASED SYSTEM		

(Shipment/ Design and Development) In weeks/months from _______________________

Section G. Tender Form and Price Schedules

(i) Form of Tender

Date: ______________________
Tender Nº: __________________

To: ……………………………
…………………………..
[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.…………………………….. *[Insert numbers],*
The receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver*……………………………………………… …………. [Description of services]* In conformity with the said tender documents for the sum of……………………………….............. *[Total tender 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 guarantee of a bank in a sum equivalent to 10 percent of the Contract Price for the due performance of the Contract, in the form prescribed by ……………………………………………(Procuring entity).
4. We agree to abide by this Tender for a period of. ……………[*number]* days from the date fixed for tender opening of 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.

6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this ________________ day of ________________ 20______.

___________________________ ____
[Signature] *[In the capacity of]*

Duly authorized to sign tender for and on behalf of _____________

TERMS OF REFERENCE:
DESIGN AND DEVELOPMENT OF AN INTEGRATED QUALITY ASSURANCE, INSPECTION, MARKET SURVEILLANCE, STANDARDS LEVY AND STANDARDS DEVELOPMENT (QAIMSS) WEB BASED SYSTEM

A. BACKGROUND

The Kenya Bureau of Standards (KEBS) is a statutory organization established under the Standards Act, Cap 496 Laws of Kenya for the provision of Standards Development, Metrology, Conformity Assessment, Training, and Certification services. Since its inception in 1974, KEBS has continued to offer the aforementioned services for the realization of the following national goals;

a. Safeguard health and safety of the consumers
b. Facilitate fair trade
c. Protect the environment
d. Promote innovation

The realization of the above goals requires coordinated implementation of various Kenya Standards or approved specifications not only at the manufacturing outfits but also at the Ports of entry as well as in the Market. The five KEBS departments central to the realization of the above goals, therefore, are;

1) Quality Assurance
2) Import Inspection
3) Market Surveillance
4) Standard Development and Trade
5) Standards Levy

KEBS is in the process of implementing an enterprise wide automation strategy. The aim for the impending digital transformation is to improve efficiency, transparency and accountability in KEBS processes. This initiative will improve KEBS Automation Level by remaining open to emerging technologies with underlying philosophy of maximizing the opportunities while minimizing corporate risks. In addition, KEBS will be able to leverage on technology for knowledge management thus improving efficiency and customers/stake-holder's satisfaction via provision of online services.

The expected outcomes of the automation and digitization exercise are:

1) An Integrated Single Source of Truth: resulting in an integrated system for Quality Assurance, Inspection, Market Surveillance, Levy, and Standards. This will be achieved through procurement of an integrated Product Certification, Inspection and Market Surveillance, Standards Levy online tracking system and Standards Development Process workflow system.

2) Integrated Process Efficiency: It is realized that not all transformation elements result in a system, therefore it is expected that a business process re-engineering towards cross-function efficiency be implemented.

3) Customer Value: KEBS focus is on improving value to its customers, both internal and external, and especially the latter as a public enterprise. This is to be achieved by empowering the consumers with online self-service, digital complaints registration encompassing social media, improving speed of serving customers and providing easy access to capacity building.

4) Improved Revenue: this digital transformation exercise is expected to result in increased revenue to the organization by blocking leakages and inefficiencies of collection, moving more towards real-time revenue realization and opening up new areas of monetization (and by innovation).

5) Digitized Enterprise: by the end of this automation exercise, KEBS should be fully transformed into a fully digitized organization, which shall become a platform for future innovations and increased value to the public and wider economic ecosystems globally.

In addition, the system will be integrated with KEBS existing systems and external parties such as Sage 300, Laboratories Management Information System, KEBS Webstore, PVOC Inspection agents/Partners contracted by KEBS, Kenya Revenue Authority, Registrar of Companies and KENTRADE- Kenya National Electronic Single Window (KNESWS). The system will enable clients to access services and information, make payments, track the processing of their requests and submit complaints through a live online system.

B. OBJECTIVES

Objective 1: Review of Project Requirement Documents
To review all the requirements documentations.

Purpose:
For the contracted firm to get to understand KEBS' business and automation expectations and develop a refined software requirement specification document for the QAIMS web-based system. After delivery of the prerequisite documentation, the contracted firm is expected to understand the minimum expectation with regards to KEBS requirements.

Objective 2: System wireframes and Mock-ups
To develop wire frame and mock ups that give a visual representation of the web solution and demonstrate at minimum basic functionality of the proposed system.

Purpose:
The above shall be used for stakeholder sensitization and assist stakeholders to visualize the requirements, refine them, propose new ideas and capture emerging issues as well as receive feedback so as to progressively elaborate requirements.

Objective 3: System development
To develop an intuitive web-based technology such as Blockchain, Artificial Intelligence so and so on to endure the solution readily adapts to the changing technological sphere. The platform is expected to use non-proprietary software (open-source technologies) and is expected to compatible with various devices.

Purpose:
The above objective area ensures that the web-based solution reflects the user needs and refined requirements.

Objective 4: System Prototype and User Testing
To develop a working system prototype for stakeholders to subject web solution to various tests so as to ensure that the designed solution fits the purpose and also adheres to best practices.

Purpose:
The purpose of this test is to ensure that the web-based solution functions as it was supposed to.

Objective 5: Organizational Change Management
To engage all critical stakeholders at various points of the assignment and conduct various types of trainings (ordinary users, advanced users, training of trainers etc.) for all users who shall be using the system.
Purpose:
This will ensure that knowledge transfer is conducted to guarantee effective and optimal use of the solution to non-technical and technical teams. The desired goal is to ensure all users require little supervision from either KEBS champions or the contracted firm.

Objective 6: System Piloting, Data migration and deployment
To first run the solution on a trial basis on a test environment and then deploy it to a live production environment to test whether the solution runs as intended.

Purpose:
Piloting will allow for the solution to be tested in both controlled and live environments with the intention of testing various factors such as functionality and correctness, availability, security, usability and accessibility etc.

Objective 7: Documentation
To document all the aspects of the assignment at all stages of the assignment including commenting on various functions/methods in codebase of the solution to guarantee continuity/enhancement once the solution is handed over to KEBS.

Purpose:
This will ensure that all stages of the assignments are fully documented for the purpose of delivery of subsequent processes, understand the logic behind implementation of features but to also allow for extensibility of the solution.

Objective 8: System Support and Maintenance
To provide full support and maintenance services during the 3-year warranty period for the solution based on the signed-off Software License Agreement.

Purpose:
Support and Maintenance ensures that the system operates at desired performance and availability levels consistently; with all Service Levels met, it deals with both routine and periodical aspects of maintenance. All operational processes & procedures must be based on eTOM and ITIL

C. SCOPE

General Scope

This assignment will require the review of all available documentation and these reviews shall be conducted periodically throughout the lifecycle of the project. The documentation shall utilised in all stages of the assignment, that is, from the requirements collection stage to support & maintenance of the system.

Bidders must ensure 100% delivery of objective areas, the scope and deliverables quoted figures must include (but not limited to) professional fees, statutory fees, associated travels costs (where applicable) and inclusive of warranty, support and maintenance (for a period of 2 years). All required facilitation for delivering this assignment will be assumed to be under the scope of this assignment. It is the responsibility of contractor to ensure there are no omissions in the design and execution of this assignment.

It should be noted that KEBS's stakeholders are based in various regions of Kenya.

Specific Scope

Assignment Plan

It is expected that assignment/workplan plan shall be developed and that it shall constitute multiple mini-plans such as needs analysis and requirements definition, development, testing, training, piloting and deployment. Each mini plan will highlight the key deliverables, the required resources and other required inputs. The assignment plan will be delivered as one document that will be approved before commencement of the assignment. The workplan shall be updated from time to time based on need and emerging realities though with the approval of the project implementation team. It should be noted that the contracted firm must spend at least 30% of the time on site during system development phase, 50% of the time on site during Testing, Debugging and Piloting phase and 100% of the time during Deployment phase and maintenance period. Refer to the indicative project schedule in the Timeline section of this TOR for guidance on the time thresholds set for those phases.

Objective 1: Review of requirements

The contracted firm will be required to review all requirement documents provided as well as any other that may be relevant in the delivery of this project. The review of the available material is supposed to help the contracted firm understand KEBS as an institution, its business processes and the desired expectations after automation. This objective area also is supposed to help identify and fill gaps in the requirements documentation. The final requirement documentation that shall be used in the assignment has to be signed off before kick starting implementation of the system.

The requirements gathering and analysis stage will also include documenting of Application Programming Interfaces (APIs) requirements for the business process detailed above and others to be established at requirements review stage. These pre-determined set of APIs will need to be scoped and documented to ensure that any future integration on standard information exchange aspects is effectively and efficiently delivered.

The requirements review phase will also review and elaborate aspects of Business Intelligence needs, process reengineering and tools that will support data mining and advanced reporting for pre-defined as well as ad hoc parameters. It expected that the requirements review process will include aspects of establishing mechanisms to support/integrate notification systems such as SMS, emails etc. in the proposed KEBS system. In addition, this stage should also consider aspects of fault identification, tolerance and correction mechanisms to be embedded in the design of the solution.

Objective 2: Wireframes and Mockups

The desired design will give an end-to-end simulation with near real look and feel of the proposed enhancements. The wireframes and mockups shall be required to encompass all critical features of the system with provision for limited functionalities. Also, agile approach to the design of the system is expected to be used where users will be required to provide feedback in order to refine the conceptualization of features and functions. The development of the proposed KEBS's system will commence once feedback is collated, incorporated and the mockup design is signed-off by KEBS.

Objective 3: System Development
The final Business Requirements Document (BRD), the Systems Requirements Specification (SRS) and other requirement documentation will form the crux for developing the solution. The team of developers must adequately acquaint themselves with the documentation before the development of the solution commences. The development of the solution will be done using open source technology and in a modular fashion. The contracted firm is expected to develop the solution using the most recent technologies in the open source arena. Additionally, the source code in its entirety exclusively belongs to the client's. It is expected adequate technical resources will be deployed to ensure that the turn around time is within the assignment timelines as per the Assignment Plan and as per the correct quality standards based on best practices practiced all over the world.

Objective 4: System Prototype and User Testing
It is expected that in the Assignment Plan, the mini-plan under the Test section will detail all types of Tests that will be conducted within the contracted firm's environment and test environment. Among other tests, such as: security, stress, functional, integration (to be conducted as User Acceptance Tests) tests must be conducted. All critical tests will be signed off before proceeding to the next phase of the assignment. A log of all tests, emerging issues and resolution must be maintained all through the life of the assignment from the time the first tests are conducted to the time when the warranty period expires.

Objective 5: Organizational Change Management (Stakeholder engagement and Training)
It is expected that training materials shall be developed and approved in advance before being used. The training materials shall be in the form of hard copy documents (professionally designed and published), and in soft copy versions, in-built help tools in the solution, how to do videos and step-by-step infographics for critical and common processes. Delivery methodology of these training should be a mix of various modern and innovative techniques that will ensure that optimal results are achieved. A mini-training plan will be detailed in the Assignment Plan. For the stakeholder engagement, all the mini-plans in the Assignment Plan must clearly highlight the various points in the assignment where various stakeholders will be engaged; this is expected to be throughout the life of the assignment. Deliberate efforts to engage all interested parties in the design of the assignment is required.

Objective 6: Piloting, Data Migration and Deployment of the enhancements
In the Assignment Plan, it is expected that the Pilot and Deploy mini-plan will detail how they will be piloted and deployed. The plan will take into consideration various aspects that will ensure that all feedback gathered from the pilot is incorporated in the solution during the pilot phase; and that the deployment strategies do not disrupt business continuity. Migration will ensure that there is adequate historical data to conduct various transaction in the system. All data migration needs (especially associated costs) are covered within the set budget limits.

Objective 7: Documentation
At various stages of the assignment various documents have to be generated and updated from time-to time. The quality of the documentation is expected to be guided by acceptable best practice. The various documents must have the required technical depth and clarity depending on the targeted users.

Objective 8: Support and Maintenance
The submitted bid and the Assignment Plan will include a Draft Service Level Agreement detailing essential/critical aspects of the proposed SLA. The SLA must take into consideration the minimum support and maintenance period from the day of signoff of the last module after go live shall be two (2) calendar years. Also, in the Draft SLA, the annual cost of support and maintenance after the end of the 2 years' warranty period will not exceed 5% of the original contract value. It is expected that the

warranty period will include system updates / patch releases for aspects that are required to enhance performance, security, use etc. resulting from emerging issues such as new operating systems, databases, security threats, industry compliance standards etc. Also to be noted, for purposes of ensuring that utmost integrity is maintained throughout the life of the assignment and beyond, the contracted firm will not conduct any business with users of the system to be developed that may compromise the integrity of the system and may lead to conflict of interest.

D. METHODOLOGY

General principles

The following essential principles will guide the assignment from the onset to completion. It is expected that the overall approach to delivering this assignment will be through consistent consultation and collaboration/partnership. There are different documents that will be generated at various stages of the assignment and must meet best practice in terms of content and quality. It is worth noting that these documentations shall subjected to review and approval by the PIT.

Specific Methodologies

Objective 1: Review of requirements documents

Inputs

1. Project Work plan
2. System Requirement documentation
3. ICT Policy documentation (to be provided)
4. Relevant KEBS institution level documentation (To be provided)

Approach

- Revise the documents under the inputs of this objective area.
- Hold working sessions with the designated teams/persons as may be required. The contracted firm is required to seek clarifications where necessary.
- Document all requirements gathered and undertake needs analysis.
- Update the Business Requirements Document and System Requirements Specifications to ensure all new information is included and gaps filled.
- Ensure there is consistent consultation and collaboration during the entire life of the assignment.
- Consolidate and incorporate reviews/feedback on the Business Requirements Documents and System Requirements Specifications from the identified stakeholders through the established communication channels.

Outputs

1. Revised Business Requirements Document
2. Revised Software Requirements Specification

Objective 2: System Wireframe and Mockups

Inputs

1. All inputs and outputs in objective 1 above.
2. Insights from project team.

Approach

- Review the documents under the inputs of this objective area.
- Hold working sessions with the designated teams/persons as may be required. The contracted firm is required to seek clarifications where necessary.

- Conduct demos for various users/stakeholders on the prototype in order to refine the documented requirements.
- Ensure there is consistent consultation and collaboration during the entire life of the assignment.
- Ensure that prototyping activities adhere to the best practices.
- Consolidate and incorporate reviews/feedback on the mock up from the identified stakeholders through the established communication channels.

Outputs

1. System Wireframe and Mockups
2. Stakeholders Feedback

Objective 3: System Development

Inputs

All inputs and outputs in objective 2 above.
Findings from research on current technologies and related issues.

Approach

- Review the documents under the inputs of this objective area.
- At least 3 KEBS staff will be attached to work with the developers.
- Hold working sessions with the designated teams/persons as may be required. The contracted firm is required to seek all clarifications where necessary.
- Develop specific modules of the solution based on the assignment schedule. The solution should be done as per the requirements document, feedback from the prototyping process.
- The source code and its documentation must be submitted in accordance with the client's ICT policies, the assignment plan and the assignment SLA.
- Ensure there is consistent consultation and collaboration during the entire life of the assignment.
- Ensure that the system development activities adhere to the Quality Management Framework guidelines.
- Consolidate and incorporate reviews/feedback on the system module(s) under development from the testing Test Log Matrix from the identified stakeholders through the established communication channels.

Outputs

1. Fully tested and signed off System Modules.
2. Source code (with comments) and database script with its documentation.

Objective 4: System Prototype and User Testing

Inputs

1. All inputs and outputs in objective 3 above.
2. Insights from project team.

Approach

- Review the documents under the inputs of this objective area
- Hold working sessions with the designated teams/persons as may be required
- Conduct various types of tests as detailed in the work plan
- It is expected that the contracted firm will conduct in-depth in-house tests before subjecting the system to the various user tests
- Review test cases incorporated in the Test Plan.

- Update the Test Log Matrix or on equivalent tools used. At the end of all tests, a Test Report must be generated and shared with the team.
- Participate in validation/verifications activities at points deemed necessary during this stage.
- Ensure User Acceptance Testing (UAT) sign-offs are done for each module. As for interdependent modules, where sign-offs of one module is required before proceeding, that condition must be observed.
- Ensure there is consistent consultation and collaboration between KEBS and stakeholders during the entire life of the assignment.
- Consolidate and incorporate feedback from stakeholders on system modules through the established communication channels.

Outputs

1. System Prototype
2. Updated Test Log Matrix or equivalent
3. Signed-Off UATs
4. Test Report (containing updates on test cases)

Objective 5: Change management

Inputs

1. All inputs and outputs in objective 4 above.
2. Insights from project team.

Approach

- Review the documents under the inputs of this objective area.
- Hold working sessions with the designated teams/persons as may be required. The contracted firm is required to seek all clarifications where necessary.
- undertake all the required activities in the assignment plan under change management min-plan.
- with the required approvals, update the change management min-plan in the assignment plan.
- Ensure there is consistent consultation and collaboration during the entire life of the assignment.
- At the end of each training cycle, submit a training report detailing how the training transpired.
- Ensure that change management activities adhere to best practices.
- Consolidate and incorporate reviews/feedback on the change management mini-plan from the identified stakeholders through the established communication channels.

Outputs

1. Updated Change Management Plan
2. Training Report(s)

Objective 6: System piloting, data migration and deployment

Inputs

1. All inputs and outputs in objective 5 above.
2. Insights from project team.

Approach

- Review the documents under the inputs of this objective area.

- Hold working sessions with the designated teams/persons as may be required. The contracted firm is required to seek all clarifications where necessary.
- Undertake all the required activities in the assignment plan under change management min-plan.
- With the required approvals, update the change management min-plan in the assignment plan.
- At the end of each training cycle, submit a training report detailing how the training transpired.
- Ensure there is consistent consultation and collaboration during the entire life of the assignment.
- Ensure that piloting, data migration and deployment activities adhere to best practices.
- Consolidate and incorporate reviews/feedback on the piloting, data migration and deployment mini-plan from the identified stakeholders through the established communication channels.

Outputs

1. Deployed system that is fully functional
2. Updated Change Management Plan
3. Training Report(s)

Objective 7: Documentation

It is expected that documentation will happen consistently all through the life of this assignment. It is important that all development and review of documentation is done taking into account the following:

- Review various input documentation for each document to be developed.
- Hold working sessions with the designated teams/persons as may be required. The contracted firm is required to seek all clarifications where necessary.
- Ensure there is consistent consultation and collaboration.
- Ensure that the documentation process adheres to best practices.
- Consolidate and incorporate reviews/feedback from the identified stakeholders through the established communication channels.

Objective 8: Support and Maintenance

Inputs

1. Draft Service Level Agreement (SLA)
2. All inputs and outputs in objectives 1 to 7 above.
3. Insights from project team.

Approach

- Review the documents under the inputs of this objective area.
- Hold working sessions with the designated teams/persons as may be required. The contracted firm is required to seek all clarifications where necessary.
- Implement the signed off SLA.
- Provide status update every 3 months on support and maintenance activities.
- Ensure there is consistent consultation and collaboration during the entire life of the assignment.
- Ensure that piloting, data migration and deployment activities adhere to best practices.
- Consolidate and incorporate reviews/feedback on support and maintenance from the identified stakeholders through the established communication channels.

Outputs

1. Periodical Report.

E. DELIVERABLES

Based on the scope and methodology detailed above, the below is a summary of key deliverables of this assignment:

1. ***Workplan*** – This is basically a schedule of all activities that will guide the execution of the project from inception to ultimately delivering the eLearning solution.
2. ***Business Requirements Document*** - will detail at high level the business process to be automated (it includes As-Is Processes, List of user expectations, gap assessment, highlighting best practices to be adopted for the technical parts of this assignment).
3. ***System Requirements Specifications*** - will elaborate functions and features of the solution including details TO-BE Processes, general and user specific functional requirements, constraint requirements, infrastructure requirements, design principles, integration readiness assessment. Include new information and fill gaps.
4. ***System Prototype*** – end to end system module prototypes that gives the look and feel of the core functions of the solution.
5. ***Fully tested and signed off System Modules*** – functional modules that have been reviewed and approved by the users as having met their desired requirements.
6. ***Source code with its documentation*** – The source code, database script; as indicated the solution must be open source and non-proprietary.
7. ***Test Log Matrix or equivalent*** – this will be a living document that will be continuously updated and monitored based on the various module and system tests conducted.
8. ***Signed-Off UAT Reports*** – this will be done at the end of all modules user testing. It will be signed off once all aspects raised in the Test Log Matrix have been addressed for the respective modules.
9. **Test Report** – at the end of the tests, a summary report of the test exercises will be compiled and submitted for future reference.
10. ***Functional system in test and production environments*** – the actual signed-off system that meets the requirements of KEBS both in test and production environments.
11. **Training Report** – at the end of training exercise a summary of the training exercise conducted, will be compiled for future reference and will contain the details of who, where, when and how they were conducted and the outcome of the same. This document will be drafted in line with the Change management plan and will be progressively developed as trainings are conducted.
12. ***Signed Off Support and Maintenance SLA*** (documentation and actual activities) – This Agreement will detail the Terms and Conditions on what and how support and maintenance will be conducted during the 2 years' period from commissioning date. The document will detail all obligations of both the Contractor and KEBS. It will also have, among others, incident resolution mechanism, escalation matrix etc. The SLA will also clearly stipulate exclusions and how they should be dealt with in case of occurrence. All possible risks that may hinder 99.7% availability of the facilities will have to be documented with clear mitigation measures. Completed Support and Maintenance activities as per the SLA. These include day-to-day support as well as scheduled/on-demand maintenance activities.

F. USER REQUIREMENT AND SOFTWARE REQUIREMENT SPECIFICATION FOR THE INTEGRATED QUALITY ASSURANCE, INSPECTION, MARKETSURVEILLANCE, STANDARDS LEVY AND STANDARDS DEVELOPMENT (QAIMSS) WEB BASED SYSTEM

1.1 BACKGROUND

The Kenya Bureau of Standards (KEBS) is a statutory organization established under the Standards Act, Cap 496 Laws of Kenya for the provision of Standards Development, Metrology, Conformity Assessment, Training, and Certification services. Since its inception in 1974, KEBS has continued to offer the services for the realization of the following national goals;

a. Safeguard health and safety of the consumers
b. Facilitate fair trade
c. Protect the environment
d. Promote innovation

The realization of the above goals requires coordinated implementation of various Kenya Standards or approved specifications not only at the manufacturing outfits but also at the Ports of entry as well as in the Market. The five KEBS departments central to the realization of the above goals, therefore, are;

1) Quality Assurance
2) Import Inspection
3) Market Surveillance
4) Standard Development and Trade
5) Standards Levy

Quality Assurance department is responsible for enforcement of Kenya Standards or approved specifications at the manufacturing level (i.e. factories) leading to the award of Quality Marks for application on products meeting the requirements.
Import Inspection department on the other hand is responsible for the enforcement of Kenya Standards or approved specifications on imported products either at the Port of entry or in the country of supply through appointed inspection agents.

Market Surveillance department on the other hand undertakes surveillance inspection on all products in the market to ensure that products offered for sale meet the requirements of the relevant Kenya Standards or approved specifications. The department also monitors use of KEBS Quality Marks in the market in addition to handling consumer complaints.

Standard Development and Trade details with development of standards. A Kenyan Standard is document established by consensus and approved by the KEBS, that provides, for common and repeated use, rules, guidelines or characteristics for products and services and related processes or production methods, aimed at the achievement of the optimum degree of order in a given context. It may also include or deal exclusively with terminology, symbols, packaging, marking or labelling requirements as they apply to a product, process or production method. Standards, therefore, help to make sure that products and services are fit for their purpose and are comparable and compatible.

1.2 COMMUNICATION PROCESSES

2 USER, SYSTEM AND INFRASTRUCTURE REQUIREMENTS

2.1 USER REQUIREMENTS

2.2 SYSTEMS REQUIREMENTS

Confidentiality	Electronic Data will be accessible only to the authorized persons who have been granted access to the QAIMS.
Security	Security of data, software, and hardware from accidental loss, malicious actions, or equipment failure must be addressed. Types of security to be considered are: *Physical security:* protection of hardware or storage devices from theft or damage. Server hardware must be in a secure room, away from non-IT personnel. Room must also provide for a proper safe operating environment for the hardware, with uninterruptable power supplies (UPS). *Network security:* the transmission of any data and communications over a network must be secured from leakages. Network security measures, such as encrypting network traffic, should be employed so as to reduce the risks of network traffic leakage and unauthorized devices intercepting data. *Application security:* the application must be implemented with security levels, with different functions being assigned to different levels or groups of users. *Data security:* all data in the database must be secured from casual viewing and be protected by passwords and encryption. Data must also be protected from loss due to hardware failure with backups and/or mirrors. Preferably, backups must be stored off-site to prevent loss of data.
User Accounts	User accounts will be created in order to grant access to the authorized user only. On creation of the user, password will be created; the default random password will be provided for all created users. User will be required to change their password after the first log in the system.
Multi-Level Operation	The QAIMS must have the capability to be operated at multiple levels: The Unit, Departmental and Institutional Levels. At each level, different options must be presented depending the on the requirements of each level.
Software Standards	The development of this QAIMS and database will consider the following: Based on high-usage costs of proprietary software and software licenses; PHP

	server-side scripting language, and Apache web server will be utilized in development and implementation of QAIMS.
Hardware Standards	The development of the QAIMS will establish the minimum standards for hardware for desktops and servers. The system to be accessed using hand held data capture devices during field inspection.

2.3 (FEATURE) REQUIREMENTS

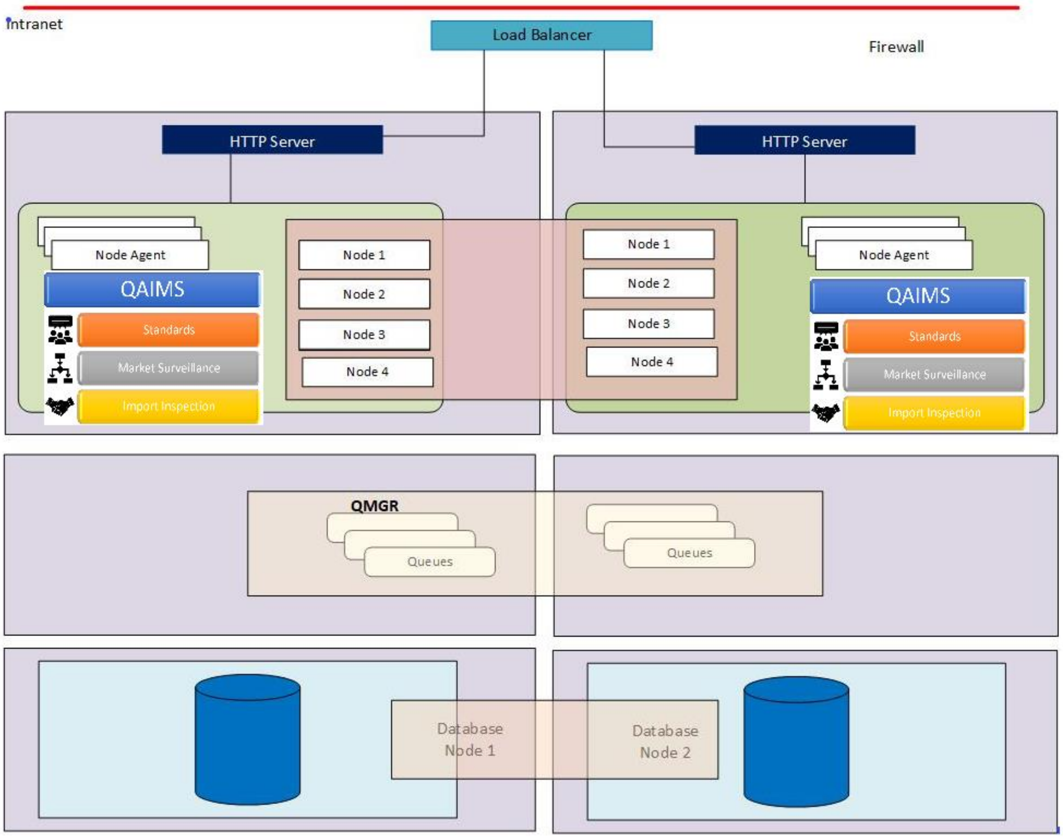
Distributed Online System	One of the main features of the application development is that it should be developed as a web-based system capable of working online synchronizing data from users with the Central Database at KEBS. The benefits of that are several fold: The operation and maintenance of the QAIMS is not necessarily dependent on a live stable connection, which might be difficult to obtain at some remote offices. A Central Database allows for easy sharing of data among all area and all levels.
Ease of Use	The QAIMS must be user friendly and intuitive, with readily available help and/or onscreen hints for the user. Clear and precise labels and instructions must be apparent on all screens, with more help available at the click of a button and/or keystroke (e.g. the F1 key). There must be a common look-and-feel across the entire application and for all applications developed under the Project.
Ease of Operation and Maintenance	The QAIMS should be designed with minimal maintenance requirements, with most of the features automated. For example, installation should be done using an install program and/or wizard. Maintenance should be done with automated procedures, such as for backup and recovery. Diagnostic tools should be provided to ensure that the system is running properly, and that data synchronization is run on demand and without errors.
Assisted Quality Assurance	The proposed QAIMS should be designed in such a way as to increase the quality of the data collected and statistics generated. Examples of application features that would aid in increasing the data quality: - Assistance to user during data entry by providing data entry aids or

	prompts. Examples of this are providing warnings when entered values fall out of acceptable ranges or when data contradicts other data and providing lookup tables for entering of codes. - Using a two-step data entry process. A two-step data entry process has an Entry Step and an Approval/Confirmation Step. - To improve data accuracy automated checking reports are required. It will highlight certain common errors or inconsistencies by checking and comparing related data items, standard acceptable ranges/values, and data from external sources.

2.4 DATA REQUIREMENTS

Existing Data Conversion	Since KEBS have accumulated a multitude of data from the past years in their local systems, there should be a proper session for data conversion for application initiation.
Data Retention and Archiving	For reference purposes, KEBS require historical data be maintained and stored in the database in an easily retrievable and consistent manner. The retention and archiving of data will follow the KEBS archiving policy.
Backup and Disaster Recovery	It is imperative that routine procedures be defined for the backup of the database. This includes off-site storage of backup.

ARCHITECTURE REQUIREMENTS
Platform should provide a flexible, scalable and configurable service-based solution. The platform is designed to have a centralized model that allows user to operate it as a unified model. All modules to be implemented to make use of a centralized repository running off a single database.



2.5 INFRASTRUCTURES REQUIREMENTS

Infrastructure Requirements
In order to provide the basic environment for the recommended systems, the following observed needs are proposed for consideration:

Infrastructure Requirements	To harness the full potential of QAIMS each participating KEBS office should have structured Local Area Network (LAN) for intra connectivity and information sharing and reliable Internet connectivity. In the meantime, all participating KEBS office should be interconnected via Virtual Private Network (VPN) to ensure optimum security when exchanging sensitive information such as standards and license documents. Each user with a specific role into QAIMS should have a fully functioning computer system (Desktop or Laptop) for accessing QAIMS networked resources.

3 SYSTEM REQUREMENTS

3.1 OVERVIEW

3.2 STANDARDS LEVY

System should be able to:-

1) Provide for online downloading, filling and submission of SL1/SL1 C levy registration forms with accompanying attachments by manufacturers

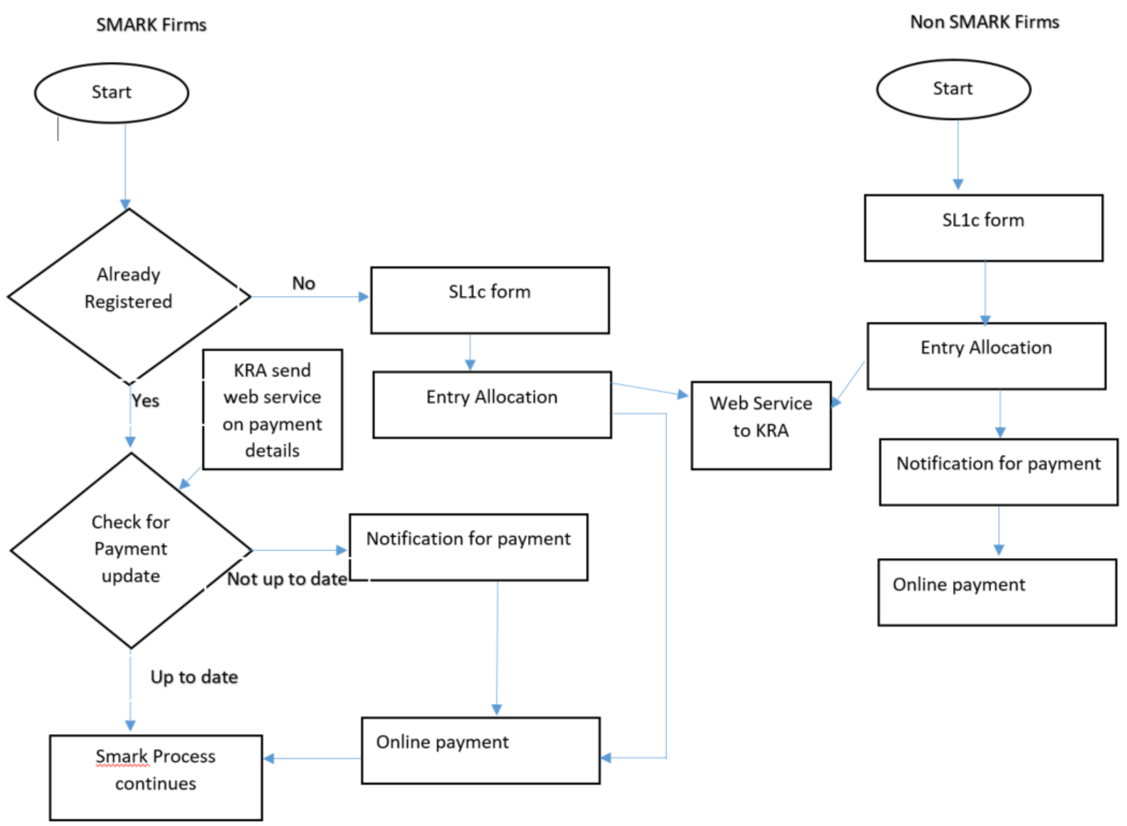
2) Integrate with Kenya revenue Authority (KRA) system for all payments done through KRA

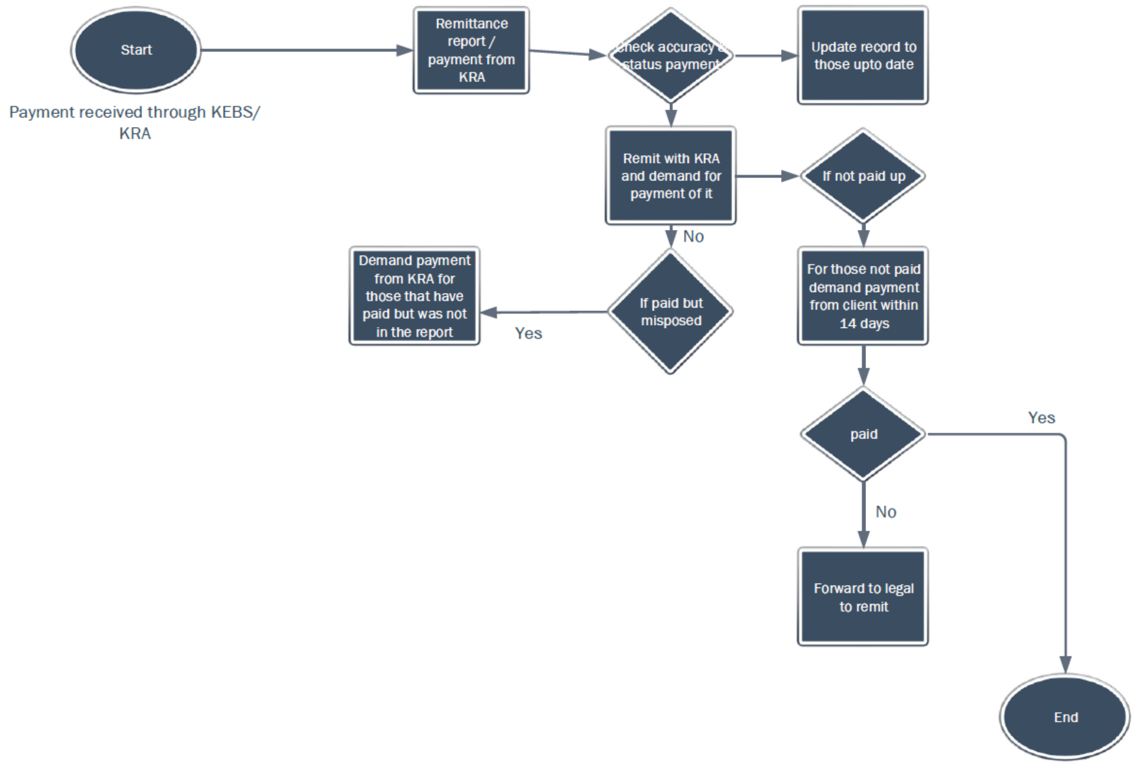
3) Provide for a levy module for flagging down manufacturers that are not complying with the levy order

4) Generate alerts regarding change of Standardization mark status and Change of company of registration details

Activity Sequence Diagram

Monitoring





3.3 QUALITY ASSURANCE PROCESSES

STANDARDIZATION MARK

S/No.	PROCESS/ ACTIVITY	REQUIRED	OUTPUT	REMARKS
1.	Online manufacturer's account creation	-Firm name -Postal address -Email address -Physical address -To be integrated with registrar of companies (KRA PIN, CR 12)	-firm log in account	
2a.	Online application by manufacturers (based on risk profiling module for 3-year validity permit)	-product name (to be picked from a product list) -brand name -product category -region/Location (GPS) -permit number (renewal)	Application transmitted to KEBS.	Product category includes Food, Chemical, Mechanical,

		-STA/10 form (system form) -Turnover (annual) - up to date standards levy payment (existing firms)-firms to connect to levy system to pay levy + arrears. -standards levy registration (new firms) -integration with standards levy records -Risk profiling module to check the compliance status of products (if product complies for past six years' firm can apply for 3-year permit) -For edible fats, edible oils, maize flour, wheat flour and table salt, the system to require the manufacturer to apply for Food Fortification Logo (FFL) in addition to Smark application -provision for uploading documents by manufacturers		Electrical, etc Product list/code to be developed
2b.	Online payments	-calculator based on annual turnover + cost of applicable standards + cost of FFL (where applicable) + permit validity period (1 or 3 years as applicable) -System to be integrated with KEBS' webstore	Payable fee Payment modes: -Bank transfers -Mpesa -Airtel money ACCPAC to be integrated with the system	Harmonize permits expiry date
3	Application review	Head of Function (HOF)/ Quality Assurance Manager (QAM) to review applications for completeness. If complete, allocate to Quality Assurance Officer (QAO) If not complete, system to notify		

		manufacturer		
4.	Allocation of applications to QAO	-HOF/QAM to have allocation rights -officers' names (drop down) -Ability to edit application details by HOF/QAM (esp. product category) and re-route the application	-Applications allocated to officers -Alerts to officers who have been allocated firms	
5	Scheduling of factory visits	-Schedule visit in the system within 15 days from date of application. -System to do countdown of the number of days from date of application -Schedule and email notifications and for pending factory visits	Daily reminders to QAO, HOF and QAM (system scheduler)	
	Factory assessment/ audits and reporting	Provide for various options: -Key in the inspection report in the system -Head of section to comment on report and send back to officer -Issues to be addressed by the manufacturer (system to alert the manufacturer as picked from the specific field in the inspection report) - QAO to fill Scheme of supervision of control-system form (provide acceptance check box) -System to alert the manufacturer on Scheme of supervision and control	-Alerts for Head of section and QAM to view report and/or make comments - Alerts for officer to view any comments on the report	To provide data to the risk profiling module
	Submission of samples through LIMS to the labs for testing (Integration)	-Access to standards catalogue (integrated with Standards (SDT) database) -System to provide drop down of parameters for each standard with check box for each parameter	-sample ref generated -Print out sticker with sample ref (hand held device) -Notification to the lab on samples	

			submitted with the parameters matrix	
	Access of lab test reports by QAO	Access of lab test report using the sample ref generated	Notification to submitting officer on ready test reports	
	email alert of lab test reports to the firms	Test report sent to client portal by the system	Test reports on firms' portal	
	Review of lab test reports	-If test report shows compliance, QAO to alert Product Standardization Committee (PSC) in the system for permit approval -If test report shows non-compliance, QAO to alert in the system the manufacturer to take corrective action within 30 days -Manufacturer to provide evidence of compliance in the system from accredited/designated labs -Alert market surveillance in case of non-compliance	Alerts to QAO, PSC, Manufacturer and market surveillance	To provide data to the risk profiling module
	Approval of Permits to use Standardization/ FFL marks	PSC to access: -inspection report -lab test report -scheme of supervision and control -PSC to have provision for making comments in the system (approved or deferred) and reasons for deferral	-Approved /deferred applications (report) -System to alert QAO and Manufacturer on approval/deferral	
	Tracking of permit application status by firms	Ability to check status of permits (progress of application)	Permit application status reflect on firms' portal	
	Generation of e-permit	On approval by PSC, the system to generate e-permit and send alert to the manufacturer with the access details	Alert to Manufacturer and QAO	
	Access of permits by	-e-Permits to reflect on firms' interface	-Permits on firms'	

	firms and other stakeholders	-Firm can download and print e-permit -Permits to reflect in KEBS website and SMS platform (real time)	portal -Permits on KEBS website -e-permit to have 2 pages-front (permit details) + back (conditions for use of permit)	
	Risk profiling module.	To pick data from: -Factory inspections -Lab test reports -Market surveillance reports -Import inspection reports Above data to be used for computing: -Risk profile (product, manufacturer and importer) -product compliance to standards Risk profiling to be used for decision making e.g. frequency of surveillance inspections	Product risk profile in the system	
	Alerts on firms' due for inspection (Renewal)	System alerts officers on firms due for surveillance inspection (3 months prior to expiry of permit)	Alerts to QAO and HOF/QAM	To pick data from risk profiling module
	Scheduling of factory visits (Renewal)	Schedule visit in the system 3 months prior to expiry of permit	Schedule and daily notifications for pending factory visits (system scheduler)	
	Alerts on permits due to expire	System alerts the firms on permits due to expire 2 months prior and payment of standards levy	Weekly alerts until permit is renewed	
	Alerts to Market	System to send alerts to MS	Alerts	Internal

	surveillance on non-complying products and expired permits			integration
	System queries/Data analysis	System to analyse data on: -timelines -products certified per sector/category -permit status per sector/category -data on revenue -product performance -officer performance	-Charts -Graphs -Tables, etc	
	Suspension of permits	System tracks status of e-permit (valid, expired, withdrawn or suspended)	Alert to manufacturer, market surveillance, Head of Department (HOD)-QA, Regional Managers, QAM, Product Certification Manager, QAO	Provide data to risk profiling module

DIAMOND MARK- SYSTEM REQUIREMENTS

S/No.	PROCESS/ ACTIVITY	REQUIRED	OUTPUT	REMARKS
	Online application by manufacturers	-product name (to be picked from a product list) -brand name -product category -region/Location (GPS) -permit number (for renewal) -STA/3 form (system form) - up to date standards levy (existing firms)-firms to connect to levy system to pay levy arrears.	Application transmitted to KEBS.	Product category includes Food, Chemical, Mechanical, Electrical, etc Product list /codes to be developed

		-integration with standards levy records -provision for uploading documents by manufacturers -Risk profiling module to check the compliance status of products (if product complies 3 consecutive times firm can apply for 3-year permit)		
	Online payments	-system to calculate payable fees based on Diamond mark fee schedule and prompts the applicant -system generates receipt (evidence of payment)	Payable fee Payment modes: -Bank transfers -Mpesa -Airtel money ACCPAC to be integrated with the system	Harmonize permits expiry date of all permits held by the applicant
3	Application alert and review	Head of Department-Quality Assurance (HOD-QA)/ Regional Manager (RM) to review applications for completeness. If compete, HOD-QA/RM appoint assessors If not complete, system to notify manufacturer		
4.	Appointment of assessors	-HOD-QA/RM appoints assessors -system alerts the appointed assessors	-Alerts to assessors	
5	Scheduling of factory assessment	-Assessors schedule for assessment in the system within 10 days from date of appointment -System to do countdown of the number of days from date of	-Alerts manufacturer and send the assessment criteria. -Daily reminders on the countdown	

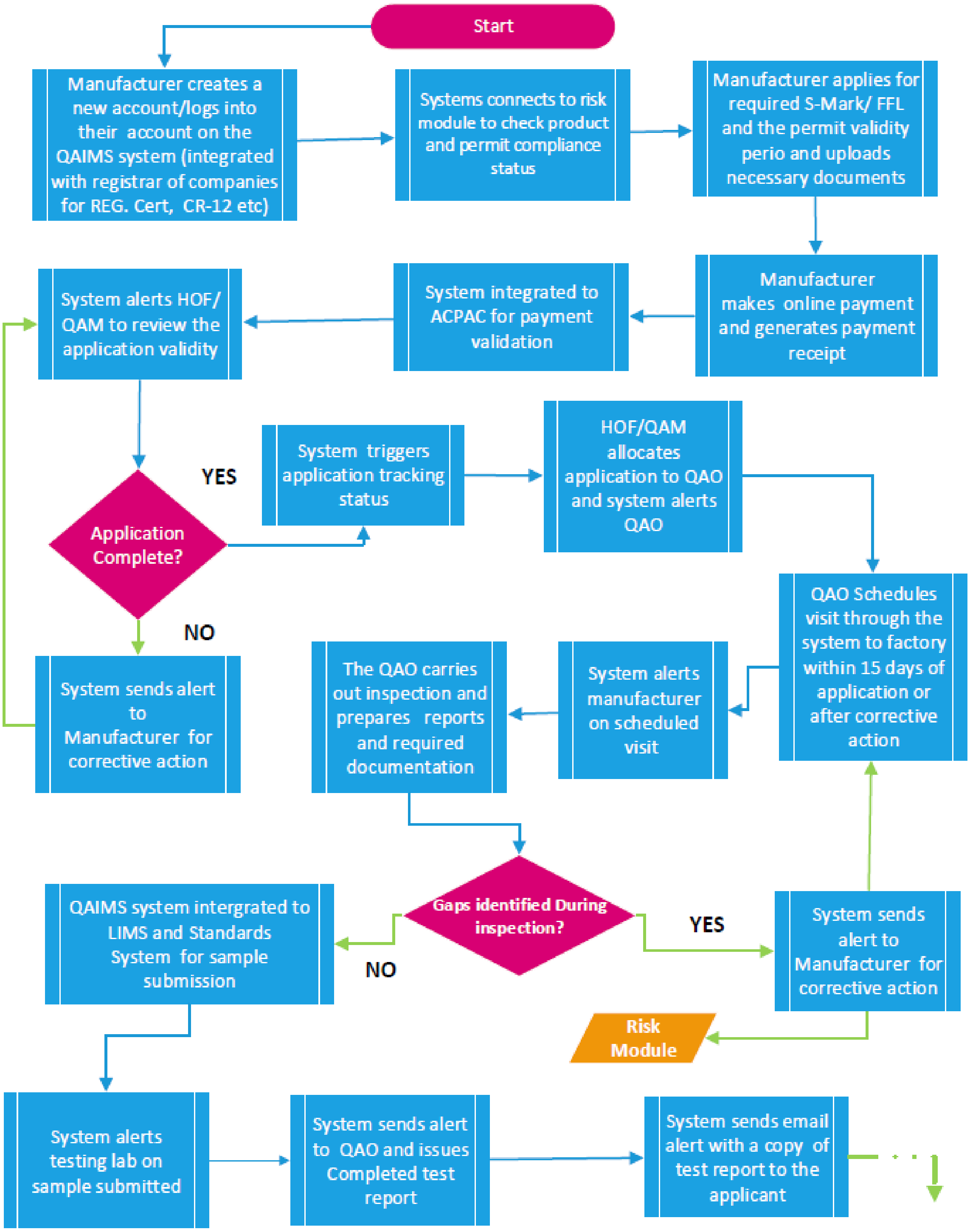
		appointment -system to alert applicant on scheduled assessment	(system scheduler)	
	Factory assessment and reporting	Fill assessment details in the system, upload necessary documents/records, Draw & samples for analysis (optional) -Issues to be addressed by the manufacturer (system to alert the manufacturer as picked from the specific field in the assessment report)	-Alerts to Head of HOD-QA/RM to view assessment report and/or make comments - Alerts to the manufacturer	To provide data to the risk profiling module
	Submission of samples through LIMS to the labs for testing (Integration)	-Access to standards catalogue (integrated with SDI database) - drop down of parameters for each standard with check box	-sample ref generated -Print out sticker with sample ref (hand held device) -Notification to the lab on samples submitted with the parameters matrix	Drawing of samples is OPTIONAL
	Access of lab test reports by QAO/Assessor	Access of lab test report using the sample ref generated	Notification to submitting officer on ready test reports	
	email alert of lab test reports to the firms	Test report sent to client portal by the system	Test reports on firms' portal	
	Review of lab test reports	-If test report shows compliance, QAO/assessor updates firms' product performance -If test report shows non-compliance, QAO/assessor to alert in the system	Alerts to QAO/assessor and Manufacturer	

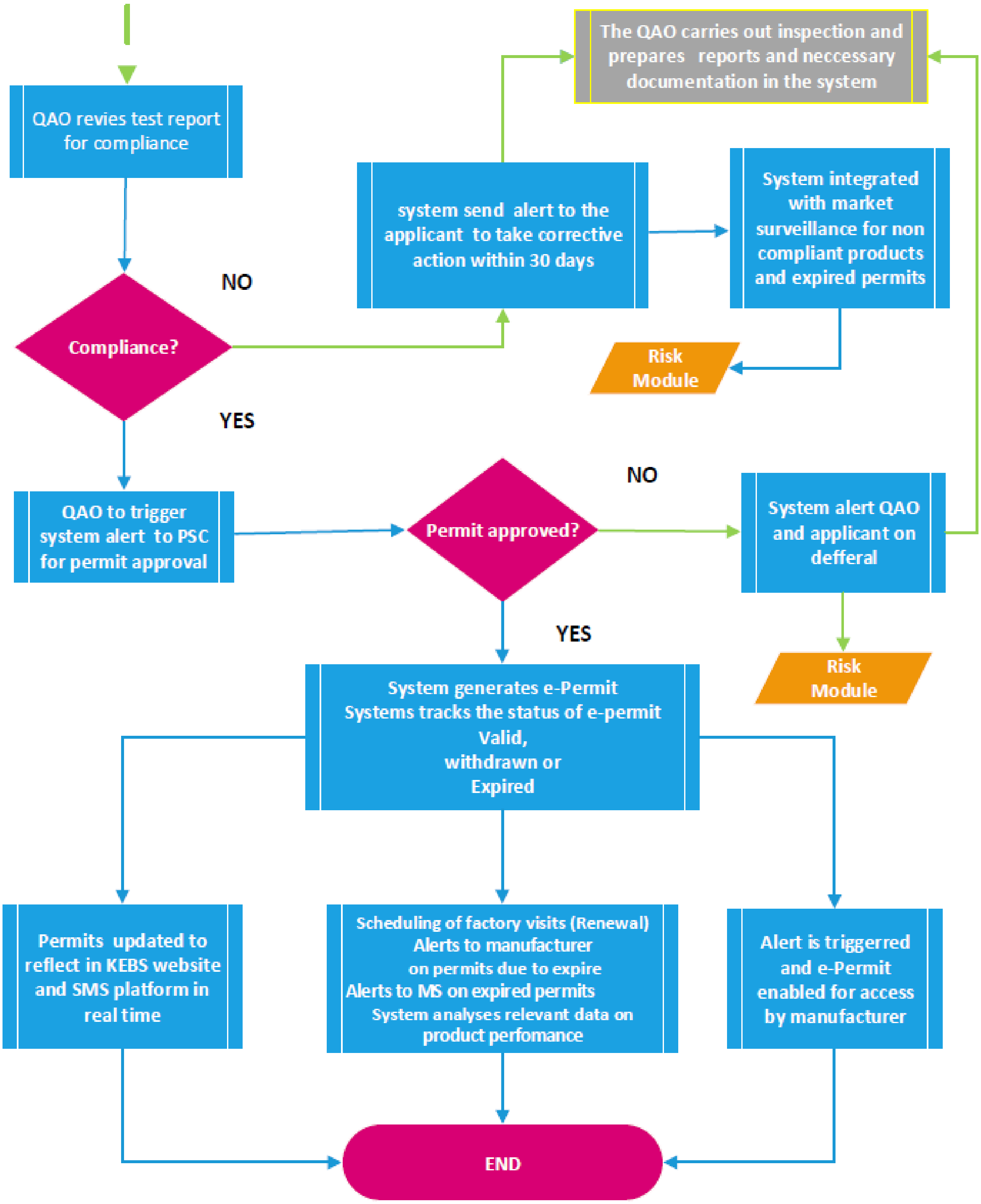
		the manufacturer to take corrective action within 30 days -Manufacturer to provide evidence of compliance in the system from accredited/designated labs -Alert market surveillance in case of non-compliance		
	Preparation of PAC summary	-Assessors to prepare Permits Approval Committee (PAC) summary report (system form) -Alerts to PCM/RM to review PAC summary -Product Certification Manager (PCM/RM) alert to PAC	Alerts to PCM/RM	
	Approval of Permits by PAC	PAC reviews PAC summary and approves or rejects	-Approved /deferred applications -System to alert QAO/assessor and Manufacturer on approval/deferral	
	Tracking of permit application status by firms	Ability to check status of permits (progress of application)	Permit application status reflect on firms' portal	
	Generation of e-permit	On approval by PAC, the system to generate e-permit and send alert to the manufacturer with the access details	Alert to Manufacturer and QAO/assessor	
	Access of permits by firms and other stakeholders	-e-Permits to reflect on firms' interface -Firm can download and print e-permit -Permits to reflect in KEBS website and SMS platform (real time)	-Permits on firms' portal -Permits on KEBS website -e-permit to have 2 pages-front (permit	

			details) + back (conditions for use of permit)	
	Scheduling of surveillance factory visits	Schedule visit in the system annually	Schedule and notifications for pending factory visits	To pick data from risk profiling module
	Risk profiling module.	To pick data from: -Factory inspections -Lab test reports -Market surveillance reports -Import inspection reports Above data to be used for computing: -Risk profile (product, manufacturer and importer) -product compliance to standards Risk profiling to be used for decision making e.g. frequency of surveillance inspections	Product risk profile in the system	
	Alerts on permits due to expire	System alerts firms on permits due to expire 2 months prior	Weekly alerts until permit is renewed	
	Alerts to Market surveillance on expired permits	System to send alerts to MS	Alerts	Internal integration
	System queries/Data analysis	System to analyse data on: -timelines -products certified per sector/category -permit status per sector/category -data on revenue -Product performance (local products) -product performance (from inspection portal for imported products with D-Mark-internal	-Charts -Graphs -Tables, etc	

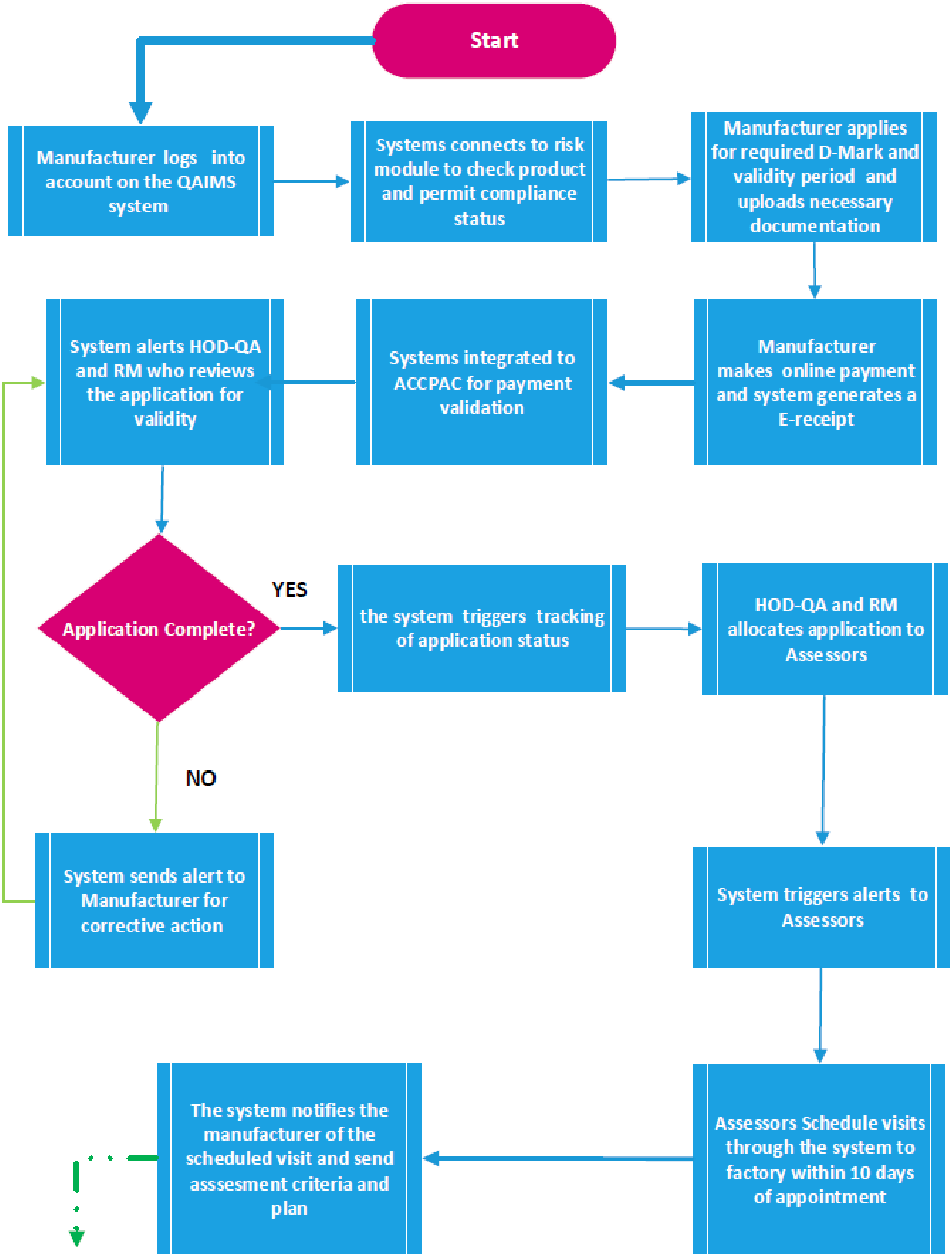
		integration) -officer performance		
	Suspension of permits	System tracks status of e-permit (valid, expired, withdrawn or suspended)	Alert to manufacturer, market surveillance, Head of Department (HOD)-QA, Regional Managers, QAM, Product Certification Manager, QAO	Provide data to risk profiling module

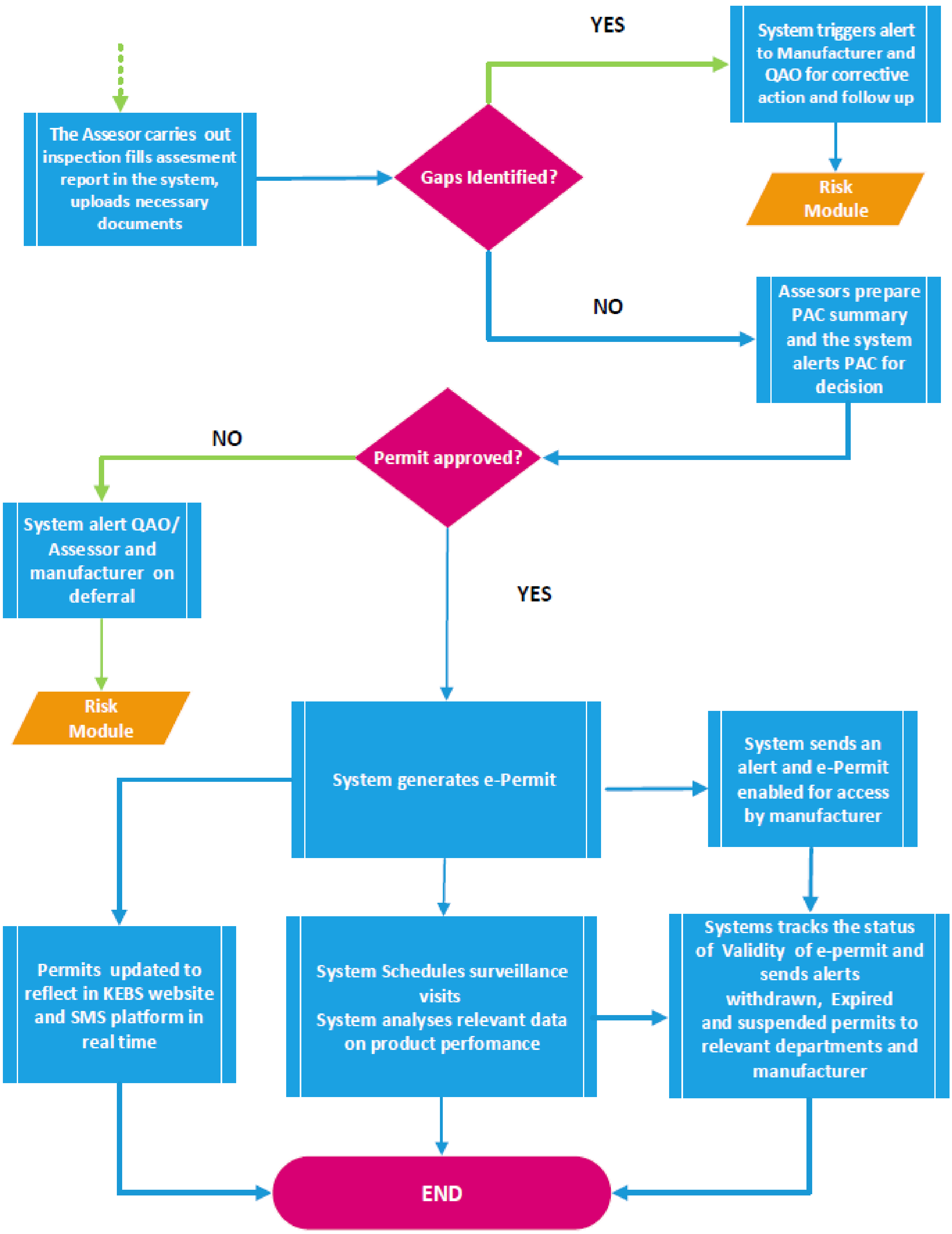
Activity Sequence Diagram




QAO revies test report for compliance
Compliance?
NO
YES
system send alert to the applicant to take corrective action within 30 days
The QAO carries out inspection and prepares reports and neccessary documentation in the system
System integrated with market surveillance for non compliant products and expired permits
Risk Module
QAO to trigger system alert to PSC for permit approval
Permit approved?
NO
YES
System alert QAO and applicant on defferal
Risk Module
System generates e-Permit
Systems tracks the status of e-permit
Valid,
withdrawn or
Expired
Permits updated to reflect in KEBS website and SMS platform in real time
Scheduling of factory visits (Renewal)
Alerts to manufacturer
on permits due to expire
Alerts to MS on expired permits
System analyses relevant data on product perfomance
Alert is triggerred and e-Permit enabled for access by manufacturer
END

Diamond Mark





The Assesor carries out inspection fills assesment report in the system, uploads necessary documents
Gaps Identified?
YES
System triggers alert to Manufacturer and QAO for corrective action and follow up
Risk Module
NO
Assesors prepare PAC summary and the system alerts PAC for decision
Permit approved?
NO
System alert QAO/ Assessor and manufacturer on deferral
Risk Module
YES
System generates e-Permit
System sends an alert and e-Permit enabled for access by manufacturer
Permits updated to reflect in KEBS website and SMS platform in real time
System Schedules surveillance visits
System analyses relevant data on product perfomance
Systems tracks the status of Validity of e-permit and sends alerts withdrawn, Expired and suspended permits to relevant departments and manufacturer
END

3.4 IMPORTATION INSPECTION PROCESSES

The system shall have the following functionalities;

- **i.** Integration with Kenya National Electronic Single Window (KESWS) to pull IDF data, push Certificate of Conformity (CoC) and Certificate of Roadworthiness (CoR) data and messaging exchange within the two systems.
- **ii.** System to allow applicants to upload documents e.g. PRO 1A/B, copies of passport, work permits, etc.
- **iii.** Integration with KEBS appointed inspection agents to push IDF data and receive CoC data and certification documents (RFC form, inspection reports, test reports, invoices, inspection photos, etc).
- **iv.** Integration with KRA-Customs system (Simba/iCMS) for manifests data, unpassed and passed entries.
- **v.** Integration with KPA KWATOS system for Bills of Lading, gate-in and gate-out data.
- **vi.** Workflow management for the destination inspection process as per the attached workflow.
- **vii.** Payment module to determine fees payable and Demand Note generation, online payment, confirmation and receipting of payment. To include integration with SAGE ACCPAC.
- **viii.** Integration with Standards database.
- **ix.** Collection and submission of samples to the laboratory to be done within the system.
- **x.** Integrating with LIMS for receiving Test results and determination of the status of test report to be communicated to officers, including information on parameters that cannot be tested.
- **xi.** Enable viewing of test reports and posting analysis remarks.
- **xii.** Risk Management in the inspection processes. Aggregation of data relating to products, importers, clearing agencies, countries of supply and determination of compliance level for decision making is expected.
- **xiii.** Monitoring of the performance of the appointed Inspection agents e.g. in terms of compliance to inspection timelines, issuance of COCs, appropriate use of standards, container sealing, test reports, etc.
- **xiv.** Reconciliation of PVOC revenue with respect to data supplied by inspection agencies.

xv. Workflow for receiving and processing PVOC waivers and exemptions (Waiver and Exemption management) as per attached workflow for exemptions, waivers.

xvi. Workflows for exempted goods as per Legal Notice 127, Schedule 1.

xvii. Processing of Motor Vehicle Inspection Request and receipt of Motor vehicle inspection certificates.

xviii. Data mining and analysis for management information

xix. Maintenance and retrieval of reports associated with inspection (i.e. Management reports) – released goods reports, goods held reports, goods sampled reports, rejected goods reports, etc.

xx. Generation of e-Certificates, e.g., Local CoC, Local CoR, Release Certificate, Rejection certificate, etc.

xxi. Cargo release module (integrate with single window and ICMS cargo release module)

xxii. Scheduling Module for inspection activities

xxiii. Complaints workflow Module.

xxiv. Internal and external communication channels for actors involved in inspection value chain. Includes alerts and notification to Standards, Testing, Quality assurance and Market surveillance departments

xxv. PVOC audits workflow

xxvi. Exemption/ waiver numbers for registered entities shall be input in Single Window which shall be integrated with QAIMSS for verification of validity prior to approval of KEBS CD when submitted by applicant.

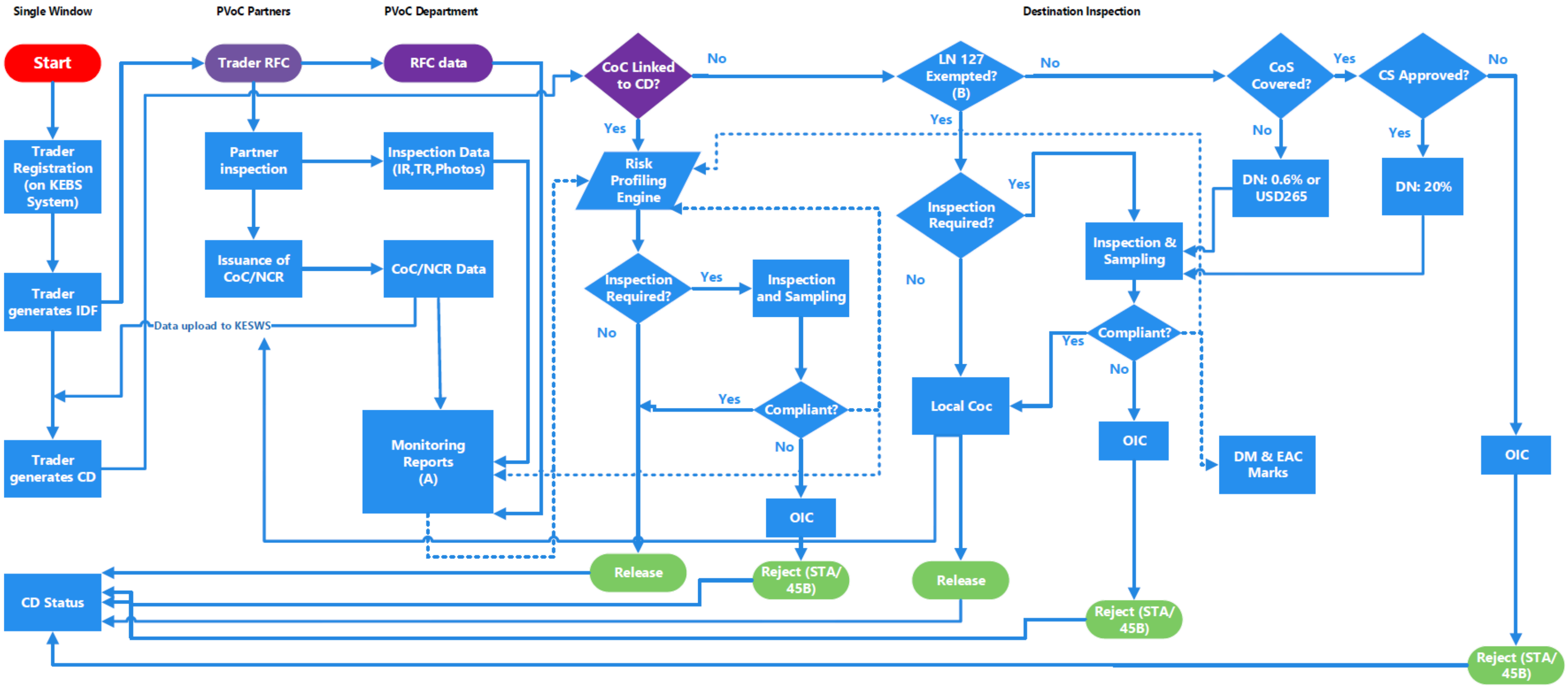
xxvii. Approved PRO 1A or 1B shall be attached in the Single Window for diplomatic goods prior to approval of KEBS CD when submitted by applicant.

xxviii. Diamond of Quality permit numbers shall be input in the Single Window which shall be integrated with QAIMSS for verification of validity prior to approval of KEBS CD when submitted by applicant.

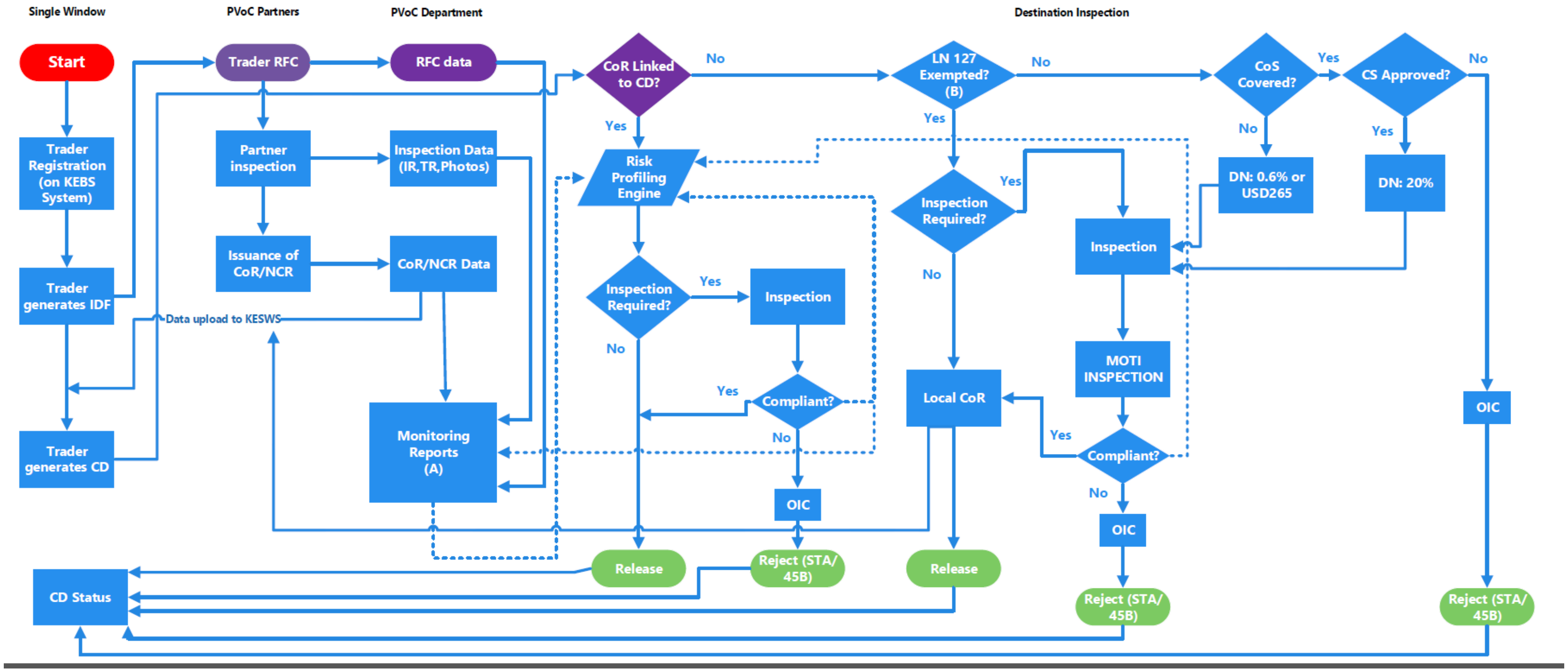
xxix. Certificate of origin, product certification permit or certificate of analysis from an EAC NSB shall be attached in the Single Window for goods originating from EAC partner states prior to approval of KEBS CD when submitted by applicant.

Activity Sequence Diagram

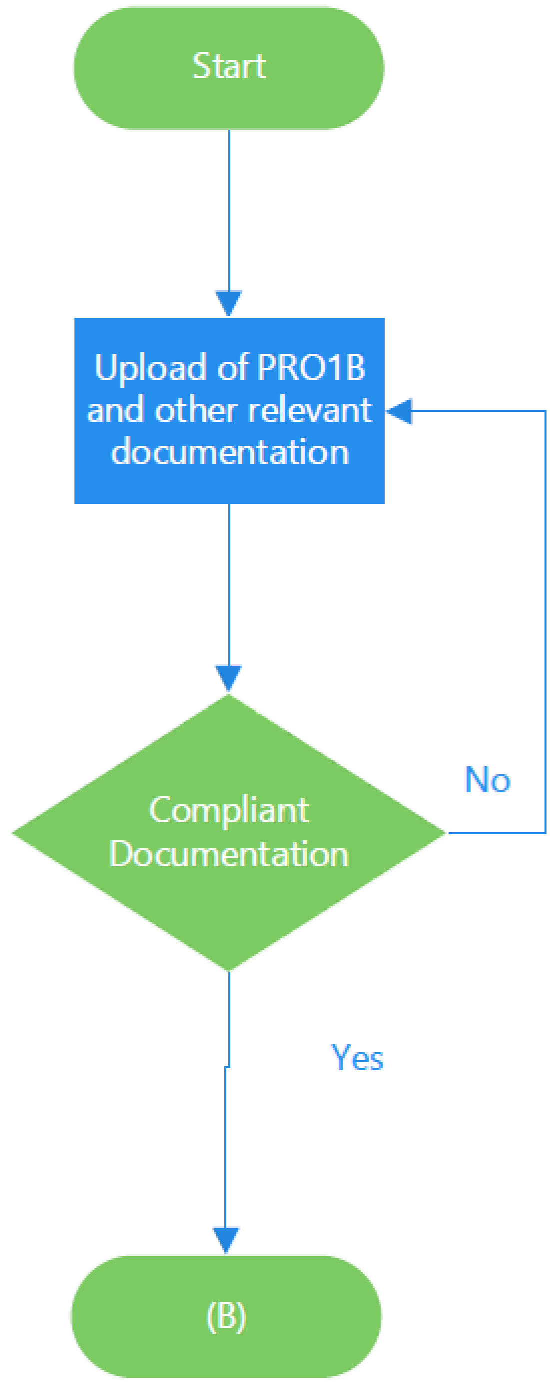
Inspection process General Goods Workflow



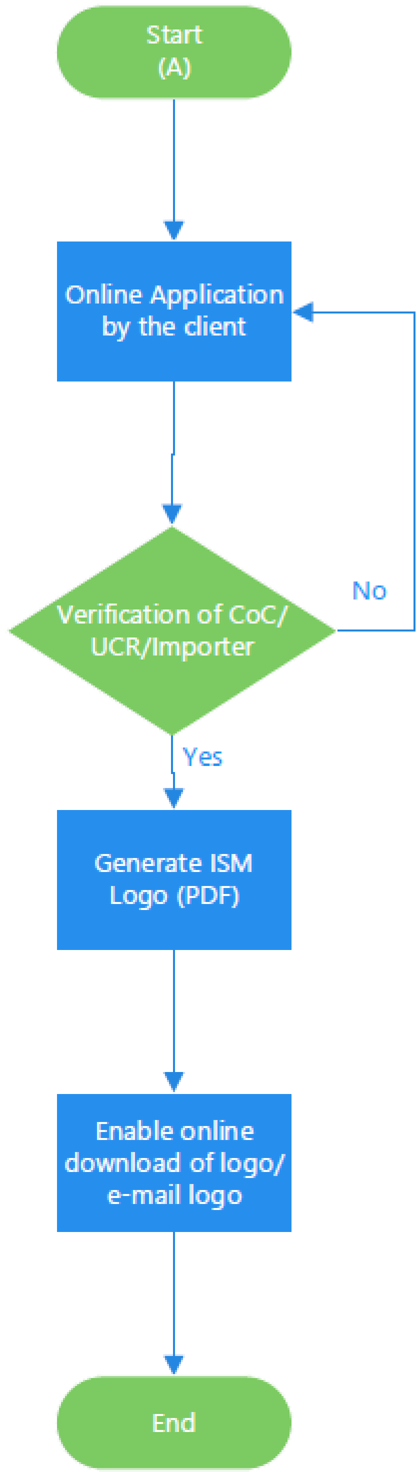
Motor Vehicle Inspection



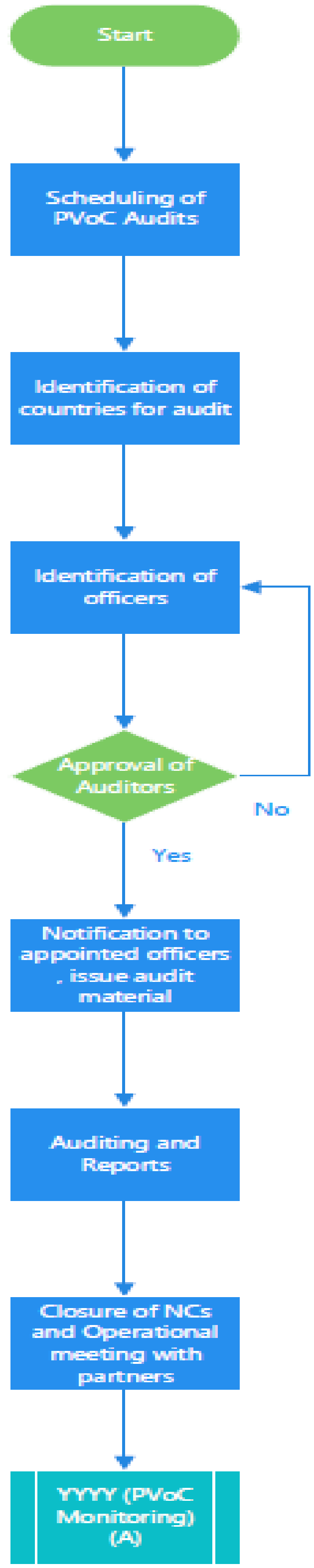
PVOC Monitoring



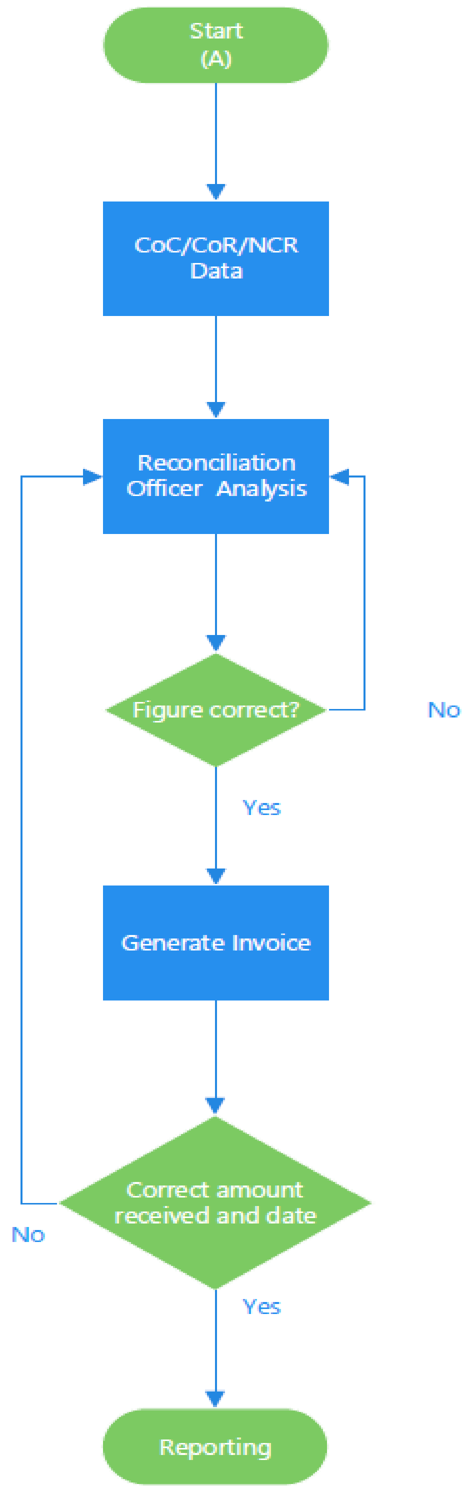
ISM Process Workflow.



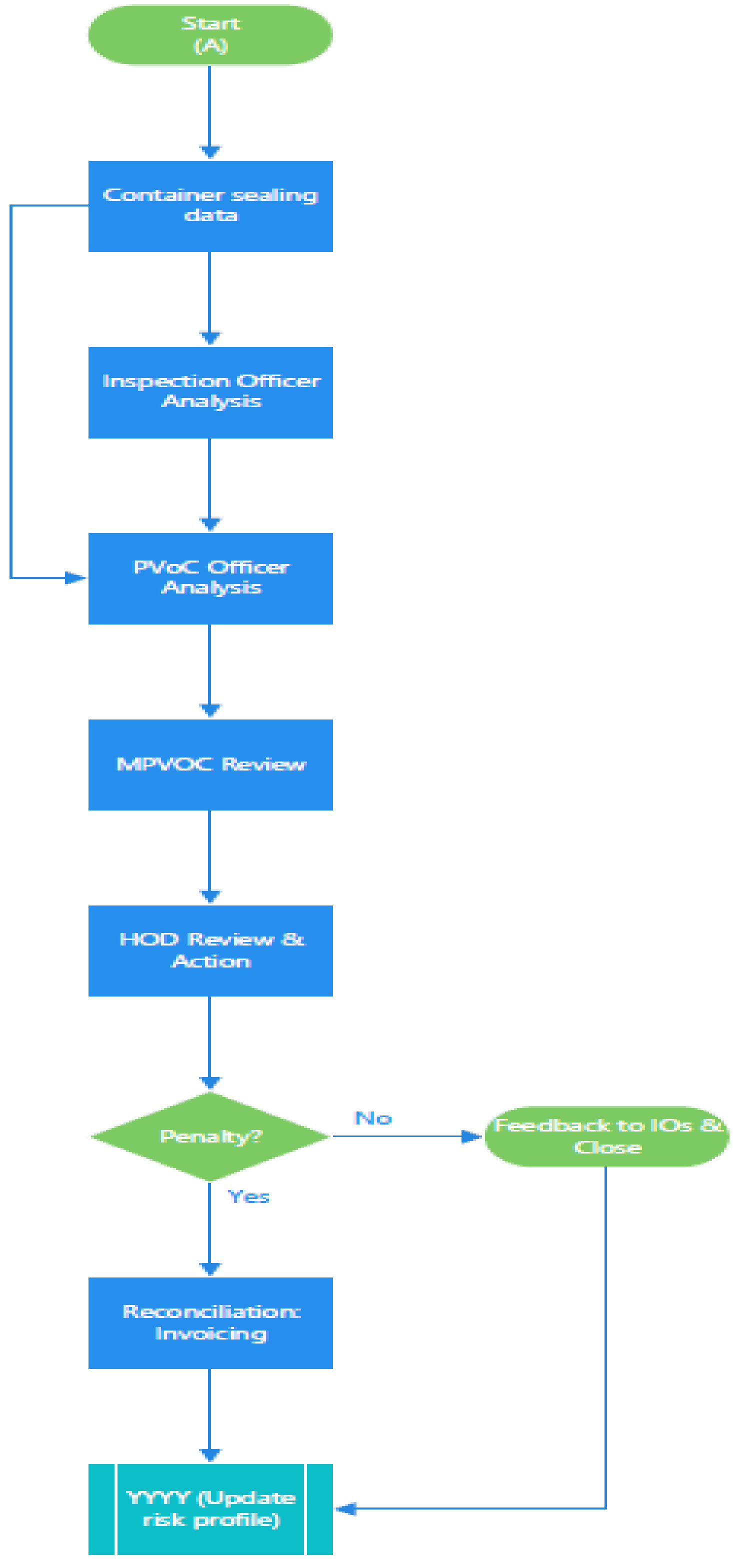
PVOC Partners Audits



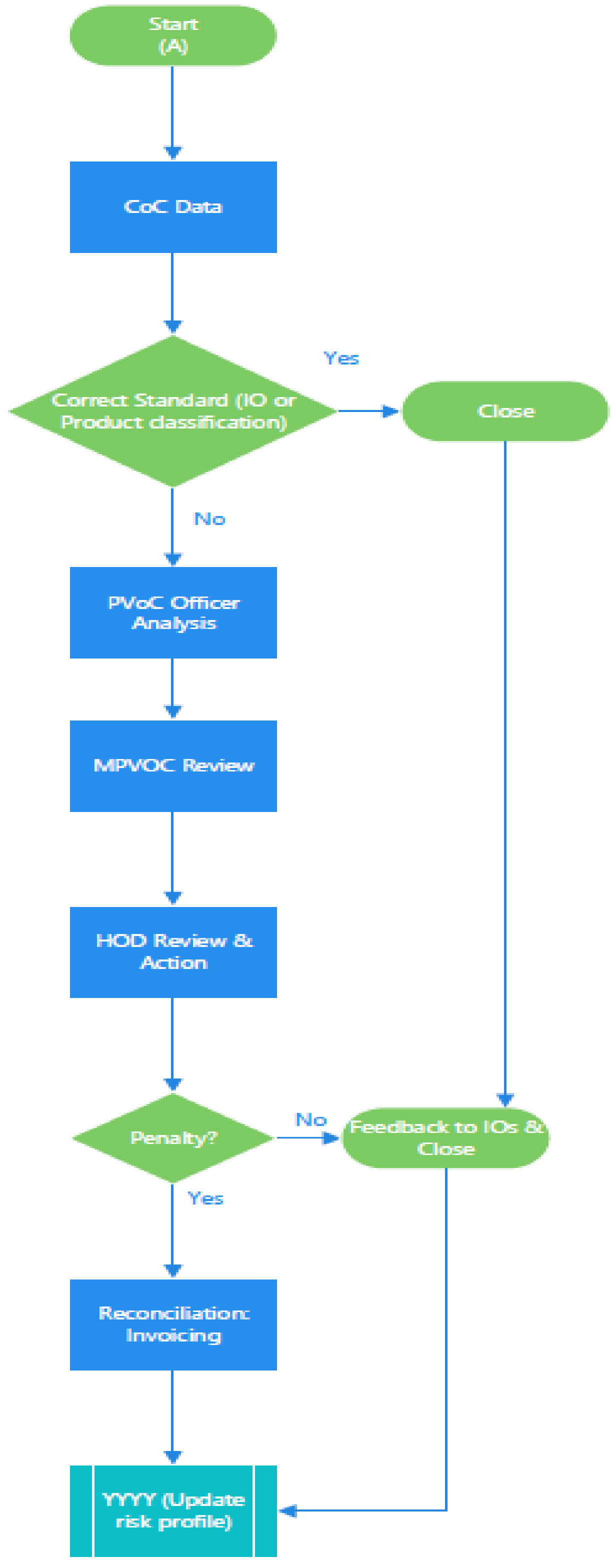
PVOC Reconciliation Workflow



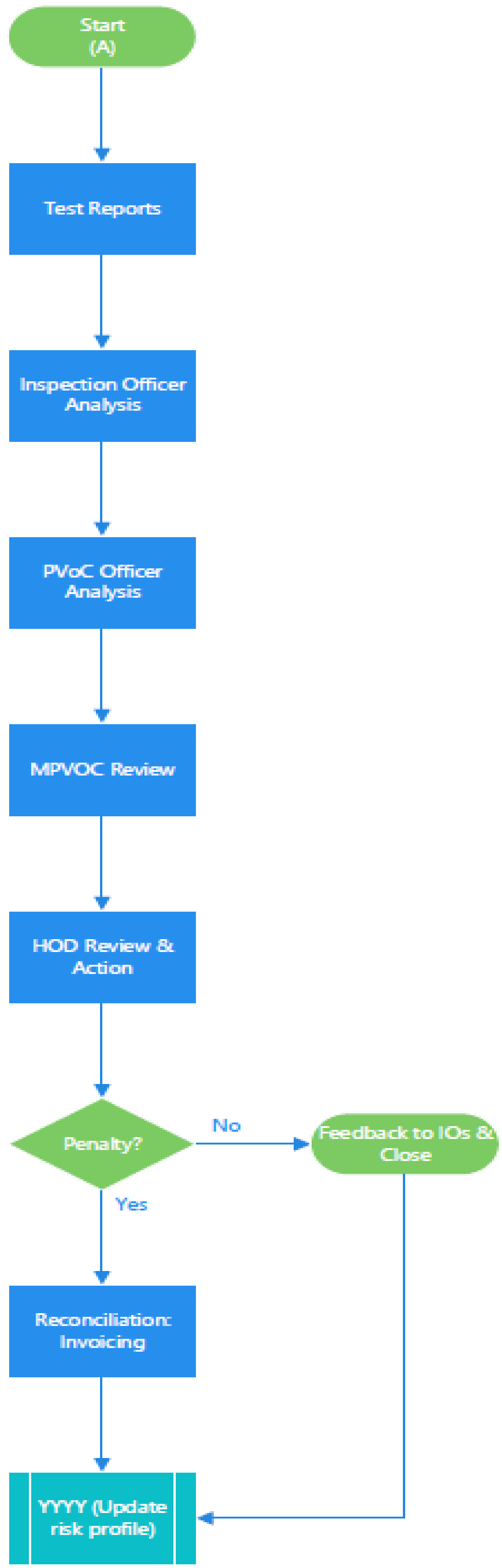
Sealing Workflow



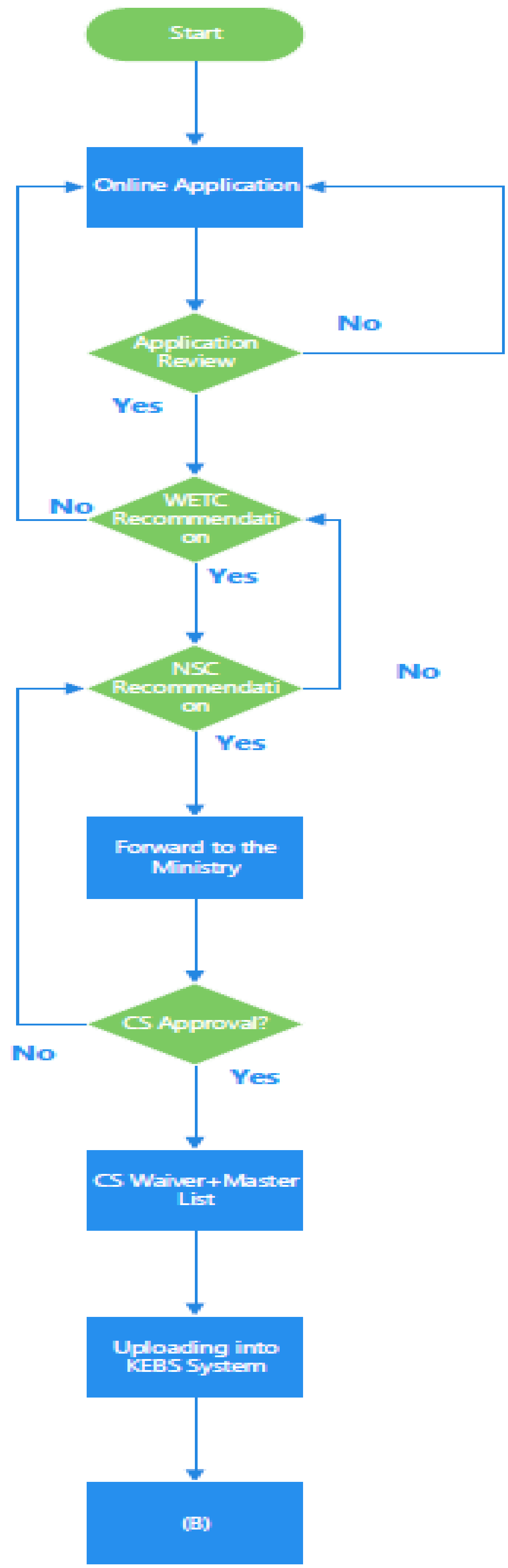
Partners Monitoring Workflow



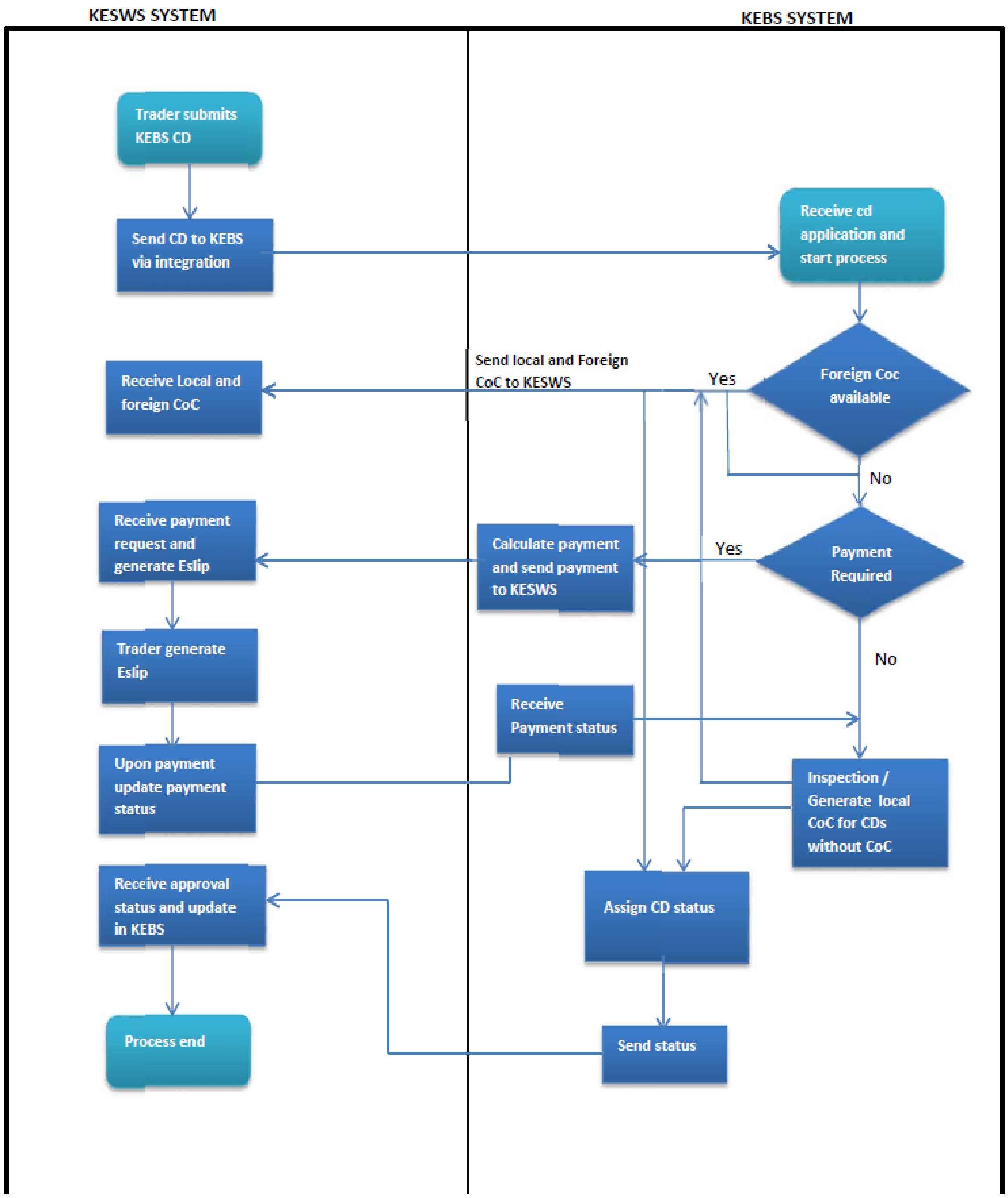
Inspection Test Report Monitoring Workflow



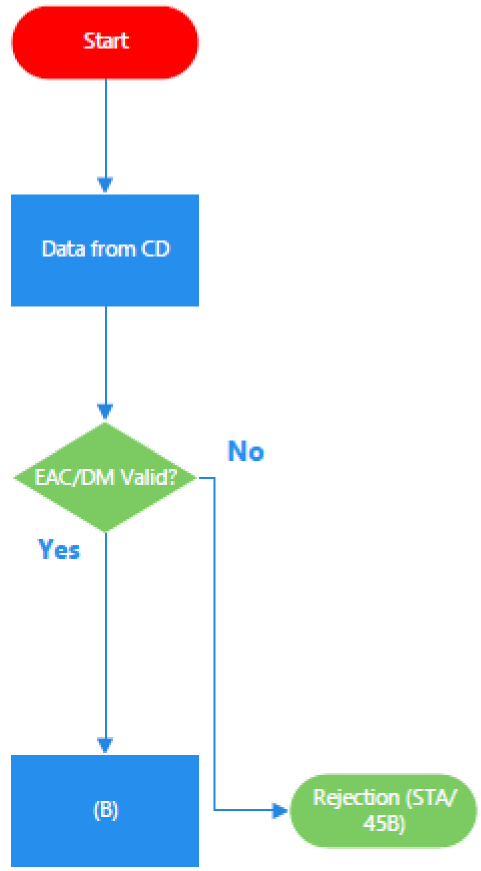
WETC Process Workflow



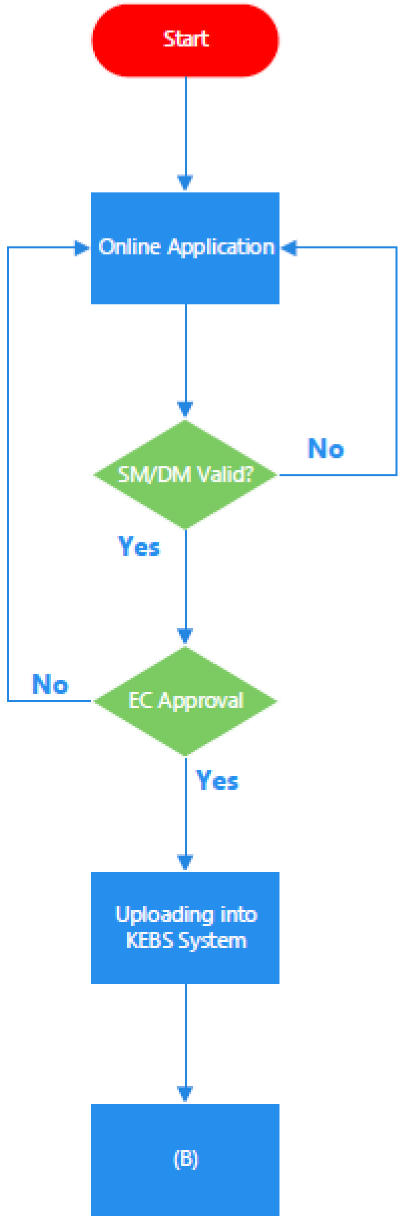
Single Window and KEBS System Integration Points



EAC and Diamond Mark Workflow



Exemption / Waiver Workflow



3.5 MARKET SURVEILLANCE

1. Market Surveillance (MS) process

S/N	Process Step	Activity	Inputs	Requirement of the software system	Output
1.	Planning	To incorporate risk-based planning	• Departmental Budget. • Departmental risk register • Data from Quality Assurance (QA) • Data from Inspection (I) • Data from Pre-shipment Verification of Conformity (PVOC) • Data from previous MS activities • Data from Laboratory (LIMS) • Data from other sources like other agencies, informers, market intelligence. • Geo-maps	• Integration to QA, Inspection, PVOC, LIMS, Standards • Have a risk engine that will use inputs to come up with a product based and location-based risk profile • Risk engine be able to carry out risk assessment for food products and non-food products. • Scheduler	• Risk profile • Work-plan • Work schedule
2.	Preparation for MS	Gather information on products to handle and places to visit based on risk assessment and work plans	• Data from Standards, • Work plan and schedule • Money • Vehicle • Inspection tools • Alerts from QA, I, PVOC, other agencies • Information on location to visit like security, distance, expected number and size of outlets, expected products in the outlets,	• Alert an officer of upcoming activities • Flag overdue activities • Escalate overdue activities to Head of Function (HoF) and Head of Department/Regional Manager) (HoD/RM). • Integration to online Standards, and Levy • Integration to Finance for request of finances	•

				• Integration to car booking pool • Alert the HoF and HoD/RM of intended field activity by an officer. • Limit an officer from taking on new inspection/field activity if reports for five previous activities are not submitted.	
3.	Onsite MS activity – Inspection, report generation	• Introduction of inspectors, Inspection • Sampling • Seizure, • Loading of seized goods for transport or leaving them at location	• Inspection tools • Required forms • Finances, • Transport • Information in other KEBS data-bases	• Integration to QA, Inspection, PVOC, Standards • Taking photos of products, location. • Online completion of forms data collection form during inspection. • Capture notes needed to record during inspection. • Scanning or taking photos of documents. • Uploading of documents and photos gathered during inspection • Generate report as inspection (completion of forms, writing notes) is on-going. • Online completion of seizure notification form when seizing is done. • Update of inventory for	• Field report • Samples • Seized goods • Weekly/monthly/annual reports • Performance reports

				seized goods as seizure notification form is completed. • Digital signing of forms by the Inspector, Economic Operator and Witnesses. • Ability of inspector to communicate with HoF and HoD as inspection s ongoing, with the latter being able to view what is recorded/captured so as to guide Inspector as needed.	
4.	Handling of samples	Labeling and submission of samples (completion of SSF)	• Samples • Standards	• Integration to Standards database, catalogue • Photo taking device • Integration to LIMS for submission of samples by completion of sample collection form and uploading of sample pictures. • Print sample identifier (sample number)– after submission of sample.	• Sample Identification Number
5.	Handling of seized goods	Offloading and storage, hand over to security	•	• Inventory management • Online completion of Declaration Form for goods left on-site	• Inventory • Seized goods

6.	Report writing	Report after completion of activity to HoF		• Allow for updating of field report with additional information after field activity is completed. • Integration with LIMS to receive test report • Compile reports on market surveillance process • Online submission of reports to HoF • Feedback mechanism to Inspect • Querying of reports on market surveillance process • Monitoring implementation of workplan/schedule • Prompt officer for incomplete submitted reports • Escalate to HoF and HoD/RM un-submitted reports	• Field report • Weekly/monthly/annual reports • Performance reports
7.	Report review by HoFand submission to HoD	Report review and submission to HoD	Report by Inspector	• Feedback mechanism to HoF • Compile reports submitted. • Querying of reports • Monitoring activities of the function • Prompt inspector for incomplete submitted reports or any needed information	• Field report • Weekly/monthly/annual reports • Performance reports

				• Monitor the risk register and product risk profile • Escalate to HoD/RM and un-submitted reports • Monitor implementation of workplan/schedule	
8.	Report review by HoD/RM		Report by HoF	• Online submission of reports • Compilation of reports • Querying of reports • Feedback mechanism to HoF • Prompt HoF for incomplete submitted reports or any needed information • Monitoring activities of the department • Monitor the risk register and product risk profile • Submission of report to Director • Monitor inventory of seized goods • Monitor implementation of work plan/schedule	• Field report • Weekly/monthly/annual reports • Performance reports
9.	Communication	As necessary to owner of premise after completion of the activity		• Submission of report to management Director MS • Generate letters to stakeholders • Generate notices. • Issue alerts to QA, Inspection, PVOC	• Letters • Alerts • Public notices • Notice for destruction of goods • Reports on action taken

				• Keep records on prosecutions • Monitor inventory of seized goods	
10.	Follow-up of Market Surveillance activities			• Going back to previous reports to update with follow-up activities e.g. update after destroying goods, checking corrective action, etc. • Update inventory of seized goods when goods are destroyed.	• Reports on further actions taken
11.				•	•

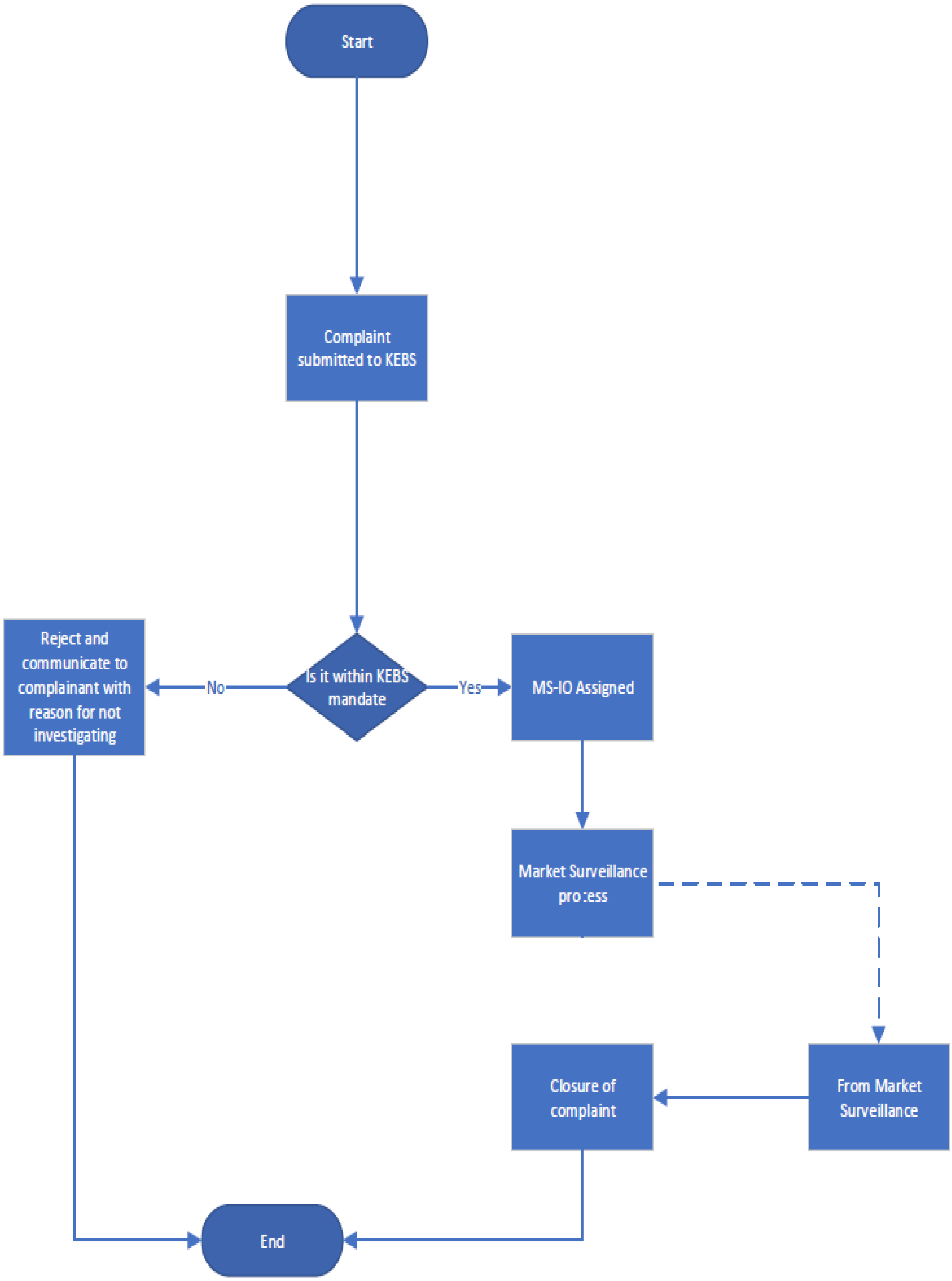
2. Consumer Complaints Handling

S/N	Process	Activity	Inputs	Requirements	Outputs
1.	Receiving	Receiving complaint from complainant	Submission of complaint	• Customer complaint portal • Auto-acknowledge on submission in the portal	• Acknowledge ment
2.	Evaluation and assigning to officer for investigation or reply to complainant if cannot be investigated	Evaluation and • assignment to Investigator if the complaint is valid • communicate with reason to complainant if complaint is not valid	Complaint	• Assigning to inspector for investigation (with comments) • Prompt investigator when there is delay in reporting on investigation (commencing) • Escalate to HoF and HoD/RM when investigation is overdue. • Maintain a register of complaints received, actin taken, investigation officer	• Register • Reports

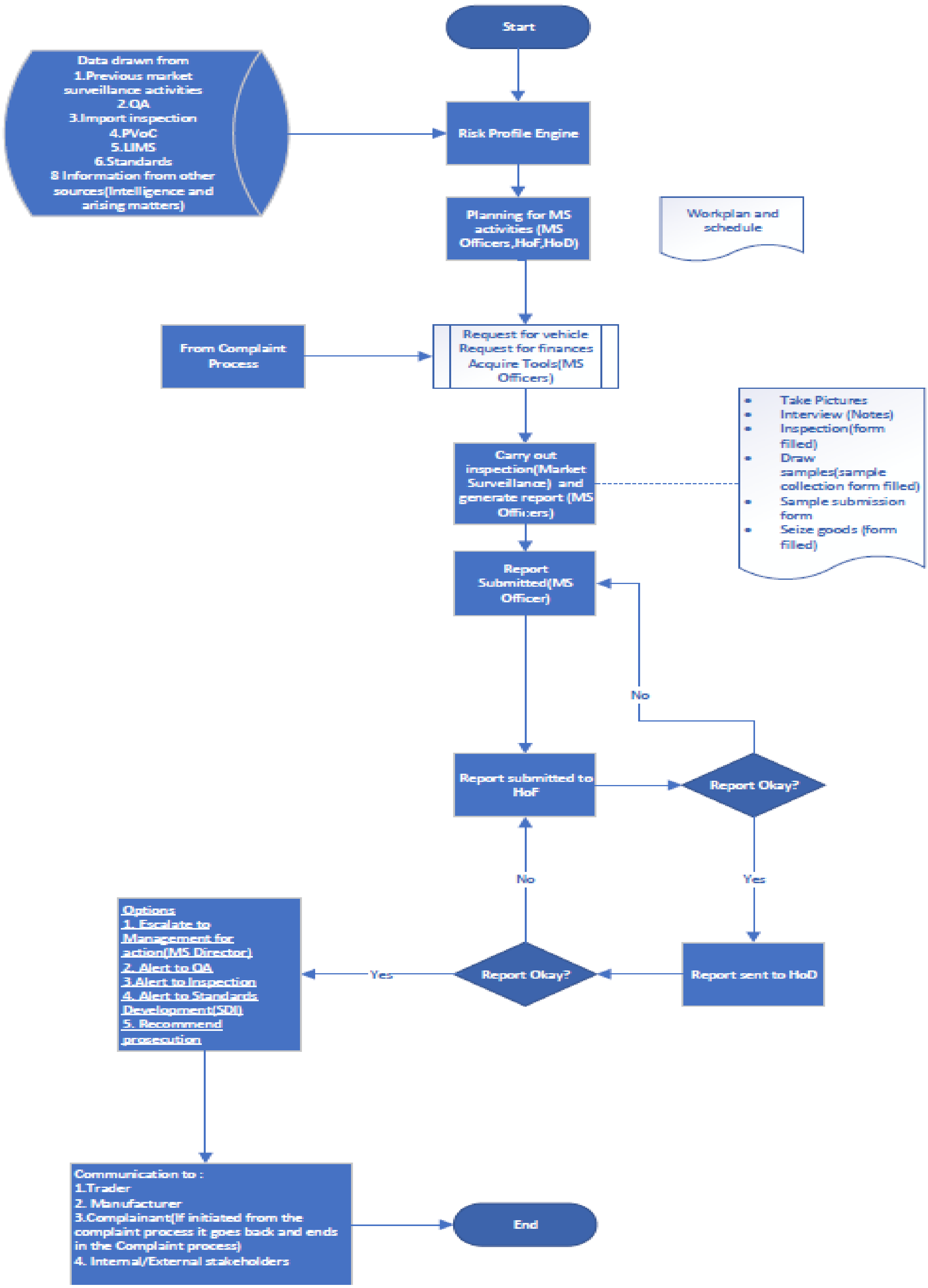
				and outcome of investigation • Generate reports on complaint process • Query report on complaints investigation process	
3.	Investigation of complaint	Inspection		In Market Surveillance process	• Report • Sample
4.	Report writing by IO	Report writing after outlet/firm visit			
5.	Completion of investigation	Completion of investigation			
6	Give feedback to complainant after investigation	Give feedback to complainant after investigation			• Commu on
7	Close complaint			Link to initial complaint for close-out	• Closeou

Activity Sequence Diagram

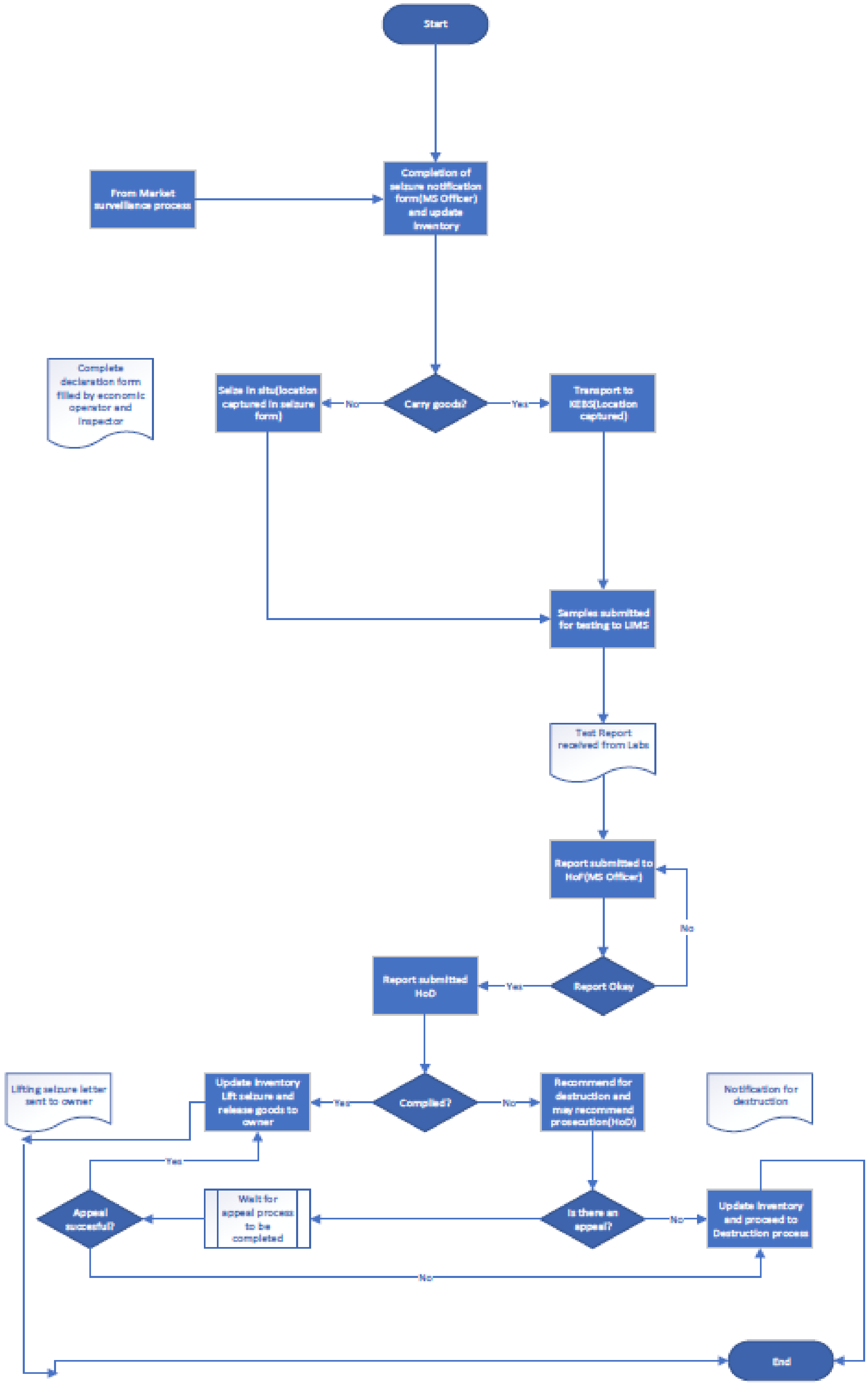
Consumer Complaints Work flow



Market Surveillance Workflow



Standards Development and Trade



Standards Development Division User Requirements

Process Step ID	Process Step Description	Next Step	Shape Type	Owner	Gaps	Suggestion	Output
P100	Start		Start				
P100	Gather inputs from stakeholders through NSP circulation		External Data	Director SDT	Formats	Central repository with a based standard form for data collection	Reports and Draft NSP
P101	Determine stakeholder requirements		Data	Director SDT	Approval sequence	NSP Evaluation Committee	Recommended NSP Projects
P102	Recommended NSP		Document	Director			Approved NSP
P103	Endorsed and approve Project the NSP		Document	Chairman NSC			Standards Workplan
P104	Workplan development from approved NSP		Subprocess	Director	Unplanned urgent	Review and update of both NSP	Individual workplans
P105	SPC approval of workplan		Process	Director			Approved Projects
P106	TC review of projects		Subprocess	Director	Proper sequence of NSP	TC to review projects and	Recommended TC workplan
P107	Develop BSC projects		Document	Officers			Standards Projects
P108	Update NPP		Database	Officers	Lack of Notifications, alerts	System integration	Integrated systems
P109	Review and Formation of TCs		Subprocess	Officers	representation, membership renewal,	System to review TC qualification and representation. Alerts for	New/ reviewed TC
P110	NWP for New Kenya Standard		Document	Officers	Not using ISOLUTION system, lack of training for Isolution	Using the standards template, alerts	CD Draft
P111	NWP for Adoption		Document	Officers	Not using ISOLUTION system, lack of training for Isolution		

P112	NWP for Urgent Kenya Standards		Document	Officers	not updated in the system	Updating the NSP, workplans and BSC	CD Drat
P114	NWP for National Workshop Agreement		Document	Officers	Lack of adequate representation	Consolidating stakeholder database (i.e. testing SIC QA&I NQI)	DNWA
P115	NWP for Publicly Available Specification		Document	Officers			
P116	Data collection (Industrial visit, Desk review)		Data		Not stored in central repository/	Record as part of Metadata for the	Standards information
P117	Review of Published Kenya Standards for systematic review		Subprocess				
P118	comments for Regional International Standardization		Subprocess	Officers	Collation of comments	Digitized web form for collecting comments,	Compiled comments
P119	Preparation of Preliminary Draft		Document		Lack of standardized	Develop standardized web-based template	CD Draft
P120	Discussions on Preliminary draft		Subprocess				
P121	TC Acceptance/ Ballot on Preliminary draft		Decision		Manual forms for	Digitized forms	CD draft
P122	Preparation of committee draft/		Document		Inadequate use of NPP	Training on use of NPP	CD draft
P123	Discussions on Committee draft		Subprocess				
P124	Acceptance of Committee draft		Decision				
P125	Preparation of Public review draft		Document		Unedited standards circulated for	Temple for KS	DKS
P126	Allocation of KS and ICS		Subprocess	SIC	Manual system for allocation, sequence of allocation	alerts and notification, Automation of allocation	
P127	Circulation of public review draft		Subprocess		inadequate circulation	stakeholder consolidated	DKS

P128	Feedback comments on Public review draft		Data		no central repository, collation	Digitized form for collection of comments, collation	collated PR
P129	Preparation of ballot draft		Document		Lack of standardized Template	Develop standardized	FDKS
P130	Circulation of Ballot draft		Subprocess		Manual forms for	Digitized forms	Ballot results
P131	National Workshop Forum		Subprocess		Lack of adequate	Consolidating stakeholder database (i.e.	
P132	Circulation of Adoption proposal form		Document		Manual forms for	Digitize form	
P133	Balloting on Final Draft Kenya Standard		Decision		inadequate Training and awareness on use of Isolution and	Training and awareness on use of	
P134	Gazettement		Process				
P135	Preparation of SAC summaries and lists		Subprocess		Manual and late	system by SAC and legal, Standard database should	SAC List and
P136	Presentation to SAC		Decision		Manual	SAC members should have accounts to access all necessary information from the	Approved KS/Approved KS/Content for OBP, Matrix for Testing department/Matrix for
P136	SAC Report		Document		Manual	Alerts & notification, access report directly from the system, integrated with all KEBS	List of approved standards
P200	Stop		End				

Editing/Publishing Section User Requirements

Process Step ID	Process Step Description	Owner	Gaps	Suggestion	Output
	PUBLISHING				
	Start				
P100	Receiving DKS and FDKS for editing	Publishing	Manual receiving	Receive from the system, alerts and notifications	Edited DKS and FDKS
P101	Confirming compliance of draft documents	Publishing	Lack of standardized	Develop standardized template	Standardized template
P102	Registering and allocating the standards	Publishing	Manual	Automate registration and	Standards allocated and registered
P103	Editing/proofreading/draughting	Publishing		Develop application for editing, proofreading,	Edited standards
P104	Resolution of queries	Publishing	Manual	Use automated query system, alerts and notifications	Resolved queries
P105	Notifying TC secretary on edited DKS &FDKS	Publishing	Manual	Upload in the system, alerts and notifications	Uploaded edited
P106	Maintaining edited standards database	Publishing	Use of folders and no security	Develop a controlled standards database,	Published standards
	Generation and compilation of SAC lists/summaries and standards		Manual, late	Generate this information from the system, improved data on	
P108	SAC approval	Publishing	Manual	SAC members to access all required information from the	Approved Kenya Standards
P109	SAC outcome and communicating for gazettement/others	Publishing	Manual	To be updated and accessed from the system, alerts, integration to other KEBS	List of approved
P110	Communicating to legal for gazettement	Publishing		Direct from the system	
P111	Updating the webstore	Publishing	Manual	Uploading approved standards into the system	Updated webstore
P112	Updating standards folder	Publishing	Manual	Standards folder to replace folders and update webstore	Database of current standards

P113	Updating standards folder for QAI/testing/SIC/etc.	Publishing	Manual	Standards folder to replace folders and update webstore	Database of current standards
	End				
	Start				
P114	Receiving & processing corrections to published standards	Publishing	Manual	Develop automated query system, alerts and notifications	Corrected standards
P115	Processing requests from SIC	Publishing	Manual	Develop online request and printing system, alerts	Processed requests and printed standards
	End				
	PRINTING				
	Start				
P116	Receiving & processing requests for design, print production, print finishing	Printing	Manual	Develop online and automated request and processing system, alerts and	Processed requests and printed
	End				

Standards Information Center User Requirements

Process Step ID	Process Step Description	Next Step	DATA	Owner	Gaps	Suggestion	Output
P100	Start		Start				
P100	Receive enquiry		External	SIC	Manual system for recording enquiry	Automated system SIC resources available to external customers through the web	digitized form
P101	Record inquiry		Data	SIC	no central database to record enquiry	develop central database	centralized
	Evaluate enquiry		Subprocess	SIC	lack of digitized inventory	digitize inventory	digitized
	Sale of standards		Subprocess	SIC	Manual system	automation and integration with finance systems	automated sale
P102	Access of electronic standards		Document	SIC	manual system, loss of documents, tracing of documents	Access of read only electronic standards directly from the system by authorized users.	Control access
	Subscriptions (journals, e-books)		Document	SIC	Manual system	automate mode of payment	automated
	Lending of hard copies		Document	SIC	Manual system	Fully automate the lending system	automated
P103	Acquisition of new/unavailable publications		Subprocess	SIC	manual process	Automate the process	automated
	Receipt and review of new publications		Subprocess	SIC	Manual process		Approved
	Processing of new publication (recording, bar-coding, cataloguing, classification & accessioning)		Process	SIC	Manual system and delays in processing	Automate recording, accessioning	automated

	Updating of standards database		Subprocess	SIC	manual process		updated
P104	Dissemination		Subprocess	SIC	Semi-manual	automatic notification/alerts to all stakeholders	Notification
P105	End		Subprocess	Officers	representation, membership renewal, qualification	System to review TC qualification and representation. Alerts for renewal of membership	New/ reviewed
P200	Stop						

National Enquiry Point (NEP) User Requirements

Process Step ID	Process Step Description	Next Step	DATA	Owner	Gaps	Suggestion	Output
P100	Start		Start				
P100	Receive		External	NEP	Manual system for recording enquiry	Automated system	digitized form
P101	Record enquiry		Data	NEP	no central database to record enquiry	develop central database	centralized
P102	Evaluate enquiry		Subprocess	NEP	central Repository for notifications and enquiries	online repository	online repository
P103	Response to enquiry		Subprocess	NEP	Manual system, Unavailable information, slow response, Lack of awareness	Automated system, central repository	Automates
			Document	NEP	Manual system	Fully automate the lending system	automated lending
P100	Start (Domestic		Subprocess	NEP	manual process	Automate the process	automated acquisition
P102	Receiving Public review draft /regulation		Subprocess	NEP	Manual process	Access to central database, Notification for Public review, Upload regulations,	Automated access notifications
P103	Draft Notification		Document	NEP	manual	approval after uploading the notification	Online Approval
P104	Seek Approval		Subprocess	NEP	manual process		updated
P105	Upload to WTO notification		Subprocess	NEP	Not KEBS process	Not a KEBS process	
P106	Alert to Ministry of Trade to submit to		Subprocess	NEP			
P107	Ministry Review of notification						

Process Step ID	Process Step Description	Next Step	DATA	Owner	Gaps	Suggestion	Output
P108	Submission to WTO						
P109	Feedback received from WTO						
P109	Feedback and Comments received from Stakeholders		External Data	NEP	No central database to record comments and feedback	Uploaded and accessed through central SDT database	Feedback
P100	Start (Notify Kenya TBT System)						
P101	Registering User		Database	NEP	Not upgraded	Upgrade system/Integration with SDT system	Integrated system
P102	Mines latest notification from WTO system						
P100	Notification of National Standards Work program		Process	NEP	Manual system	Automated access to NSP/Workplan	Automated access to
P105	End		Subprocess	Officers	representation, membership renewal, qualification	System to review TC qualification and representation. Alerts for renewal of membership	New/ reviewed TC
P200	Stop		End				

ICT and Technical/System Requirements for Standards Development and Trade

	Records	Forms	Data
STANDARDS	Clients/Partners/	Standardized form for personal data collection	consolidated client personal data from QAD, Testing, etc. Webstore with new user registration
	TC Members records	Online Nomination form	Personal Information, Qualification, Company
	Reference material for Standards development (Excluding Standards), Desk reviews, Industrial visit reports, generated data, test reports etc.	Template for collecting data	Repository for reference data and information
	TC members appointment letters	Standardized letter templates	TC Membership (3-year expiry)
	Code of conduct/Ethics for TC members	Standardized template	Signed code of conduct
	Convening and conducting meeting	Standardized application for organizing and conducting meeting	Automated system integrated with finance for processing TC payment and HR for meeting facilities, and allocation of meeting rooms
	Customer Feedback	customized online survey	Customer Feedback records
	Departmental minutes and reports	Web-based template	Reports
	Departmental training request	Web-based template	Training Projection
	Committee Drafts Standards	Web-based template	CD
	Public Review Draft Standards	Web-based comments template	Comments for Public review, DKS
	Balloting	Template for balloting and commenting	Ballot results and comments, FDKS
	Standards Approval Committee Drafts & Documents	Directly accessed from the SDT database	SAC approvals

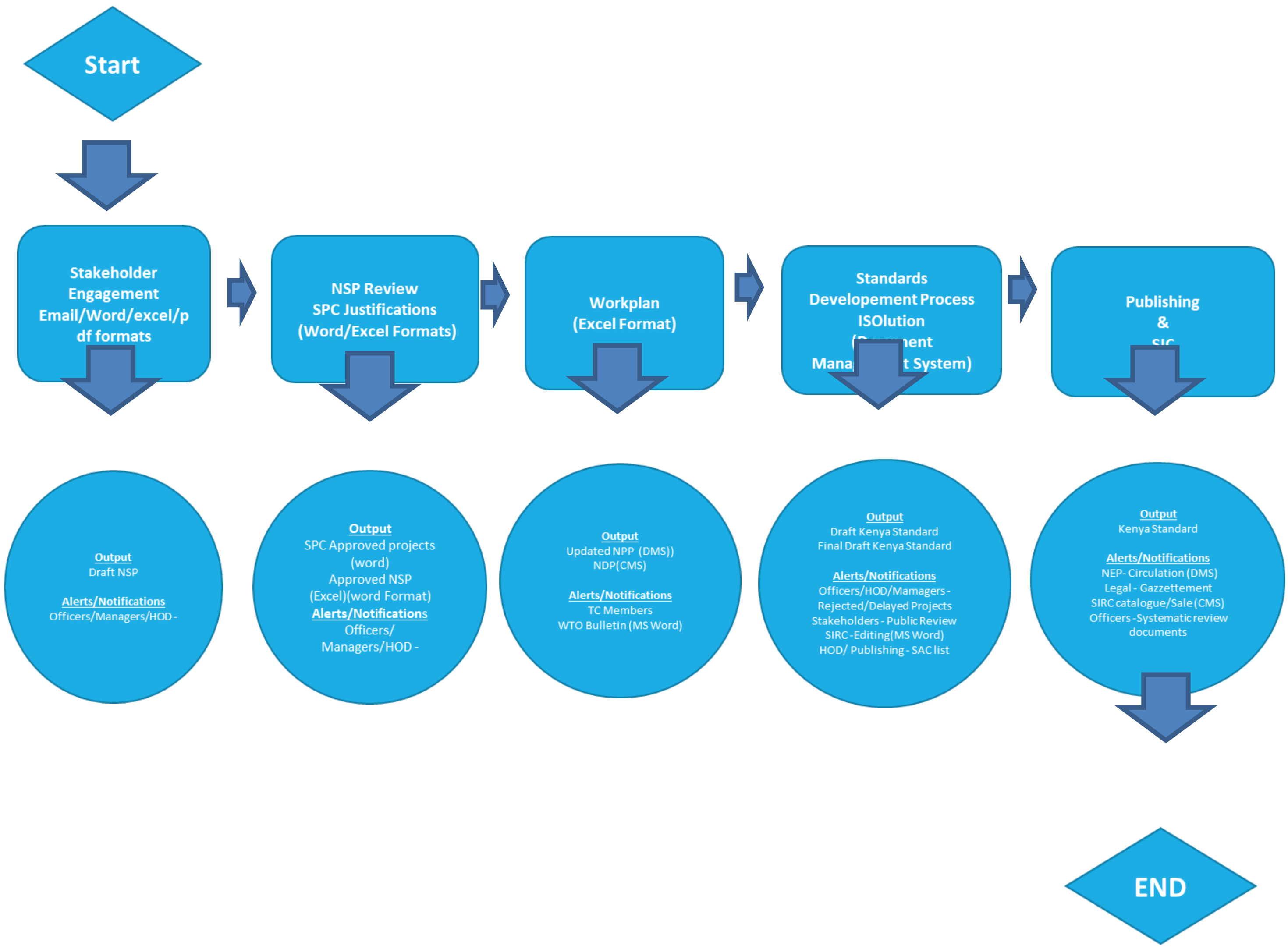
	Records	Forms	Data
	International Standards for adoption	Read only access from Standards database, Web-based adoption proposal	Adoption of International standards, adaption
	Training Materials for TC Members	Standardized online training modules	Training material
	External correspondence both hard copy and electronic	All external communication should be digitized and automated system to assign action	Repository for External Communication
	Records of standardization events (world Standards, Workshops/Conference/Exhibitions)	Centralized repository for events planning and records	Data for Events planning
	National Standardization Plan	Standards request database	Approved NSP
	Standards Request	Template for collecting standards request data	Database
	Standards Editing and resolution of queries	Application for collaborative editing and allocation of standards for editing	Edited FDKS or DK Standard
	Requests for printing	Automate system for processing requests	Online request system for printing
	Published Kenya Standards	Repository for storage of published standards	Standards Database/with interface accessible for developing Testing Matrixes and QAD/QAI methods
	Systematic review of standards	Accessed directly from Standards database	Systematic review standards to be generated from the 5- year SAC approval date for KS, EAC gazettement date, SAC adoption date for adopted international/ARSO Standards. Standards requests
SIC			
	SIC Membership records	Membership repository, Unique identifier user rights for Membership	Clients information

	Records	Forms	Data
	Departmental minutes and reports	Web-based template	Reports
	Departmental training projection	Web-based template	Training projections
SIC Customer/ Client Information	Centralized database for SDT	Central Database	SIC Customer/ Client Information
Training Materials	Standardized online training modules	online training material	Training Materials
Automated system SIC resources	Web-based SIC services	Online Services	Automated system SIC resources available to external customers through
Lending of hard copies	Fully automate the lending system	Automated lending system	Lending of hard copies
Acquisition of new/unavailable publications	Automate the process	Automated inventory	Acquisition of new/unavailable publications
Magazines, Books and Other Publications	Automate system for processing	Automated system	Magazines, Books and Other Publications
Updating of standards database	Manual updating of new publication	manual data entry with controls	Updating of standards database
Catalogued Kenya Standards	Improved user Interface, e.g. searchable content, Access directly from Central standards catalogue	Central Database	Catalogued Kenya Standards
Sale of Standards	automated sale system and integration with finance system	Online sale system	Sale of Standards
SIC Customer/ Client Information	Centralized database for SDT	Central Database	SIC Customer/ Client Information
Training Materials	Standardized online training modules	online training material	Training Materials
Automated system SIC resources available to external	Web-based SIC services	Online Services	Automated system SIC resources available to external customers through the web
Lending of hard copies	Fully automate the lending system	Automated lending system	Lending of hard copies

	Records	Forms	Data
Acquisition of new/unavailable	Automate the process	Automated inventory	Acquisition of new/unavailable publications
Magazines, Books and Other	Automate system for processing	Automated system	Magazines, Books and Other Publications
Updating of standards database	Manual updating of new publication	manual data entry with controls	Updating of standards database
Catalogued Kenya Standards	Improved user Interface, e.g. searchable content, Access directly from Central standards catalogue	Central Database	Catalogued Kenya Standards
Sale of Standards	automated sale system and integration with finance system	Online sale system	Sale of Standards
	gazettement	Gazette notice included in standards database	Kenya gazette notice record
	Webstore content	Improved user Interface, e.g. searchable content, Access directly from Central standards	Central Database
WTO/NEP			
	Departmental minutes and reports	Automated standardized template	Standard template for minutes
	Customer/Client records	Central database for customer information	Customer/ Client database
	Enquiries	Automated system linked to Standards database	Automated enquiry system
	Comments on notifications	Online centralized repository	Repository for comments and feedback
	Customer Feedback records	customized online survey questionnaire for customer feedback	Customer satisfaction survey
	Sectional workplans;	web-based template for sectional workplans	online standardized workplans
	Domestic notifications	Access to central database, Notification for Public review, Upload regulations,	Automated online approval after uploading the notification

	Records	Forms	Data
	Foreign notifications documents	Upgrade system	Upgraded System
	Notification of National Standards Work program	Automated access to Central Standards Work plan	WTO Notification
EAC			
	Comments on standards for harmonization	standardized template for collection of comments	EAC comments

GENERIC FLOW, INPUTS AND OUTPUTS



G. EVALUATION CRITERIA

STAGE ONE: Mandatory Evaluation Criteria

No	Requirements	Indicate page submitted in the tender document
MR 1	Submit 1 (one) Original and 1 (one) copy of the tender document	
MR 2	Bidding documents must be paginated. All bidders are required to submit their documents paginated in a continuous ascending order from the first page to the last in this format; (i.e. 1,2,3. . n) w h ere n is the last page	
MR 3	Submit a copy of Company's Certificate of Registration Incorporation/Business name	
MR 4	Provide copy of the Company's current KRA Tax Compliance Certificate	
MR 5	Submit Valid CR 12 Form	
MR 6	Submit valid County Government Business Permit	
MR 7	Original Bid Bond of 2% of the Total tender sum and valid for 120 days from date of tender opening	
MR 8	Duly completed Business Questionnaire	
MR 9	Duly completed Tender form signed and Stamped	
MR 10	Duly completed Anti-Corruption Declaration signed and stamped	
MR 11	Provide copies of audited accounts for the company for the three years from 2016,2017, 2018	
MR12	Provide Pre- Tender submission workshop/Conference certificate dully stamped and signed by KEBS Officer	

(ALL required to proceed to the Technical Evaluation Stage):

STAGE TWO: Technical Submission Evaluation

The technical evaluation will be based on a scoring system pro-rated out of 100%. Only proposals that score a minimum/pass score of 70% in this technical evaluation will be deemed to be “substantially responsive”. Marks will be awarded according to the following matrix:

PART 1: Section A. Firm Experience

S/No.	Criteria *(Only two (2) most relevant and comparable assignments should be provided for assessment. Each assignment must be open source and non-proprietary. Supporting documents must be provided).* The firm is required to have previously undertaken at least two (2) comparable assignments in terms of nature (design and functions assignment), magnitude, complexity (refer to Objective 1: Enhancements requirements gathering and needs analysis).	Max Score (Score 1 or 0)
1	The assignment was implemented within the last seven (7) years	1
2	The assignment was concluded within two (2) years	1
3	The solution developed is web-based and supports responsive design and utilizes a light framework.	1
4	The solution implemented supported mobile technology (native application).	1
5	The solution implemented supports multiple integration including online payment /payment gateway, internal and external systems.	1
6	The assignment was implemented using Agile and (or) Prototyping methodology.	1
7	Assignment was implemented using an appropriate System Deployment approach/strategy	1
8	Assignment had a clear system maintenance strategy post deployment. An SLA has to be provided as evidence for the same.	1
9	Assignment had at least 2 years warranty period post deployment.	1
10	Assignment was implemented with embedded security measures (for software and hardware)	1
11	Assignment included a detailed training plan (for novice and advanced users as well as Training of Trainers)	1
12	A certificate/letter of Completion with clear contact/referee details and project value indicated has been provided as supporting document.	1
	Section A Sub-Total (Max Score: 12)	**12**

PART 1: Section B. Team Experience

S/No.	Criteria	Max Score (Score 1 or 0)
	Project Manager	
1	Proposed Project Manager has a valid and active PMP Certification	1
2	The Project Manager has 10 years of relevant project management experience in technology (in the last 15 years)	1
3	The Project Manager has undertaken at least three (3) relevant and comparable assignments in the last 7 years	1
	Lead Technical Consultant	
1	Qualifications: Masters Degree in related field	1
2	General Professional Experience: greater than 10 years working experience	1
3	Specific Professional Experience : greater than 10 years working experience in similar complex projects	1
4	Leadership / Management Experience: greater than 5 years leadership experience	1
5	Experience in working with Public Sector : up to 10 years project / working experience in public sector	1
	Expert 1 : System Security	
1	Qualifications (Minimum Bachelors Degree) : Masters Degree in related field	1
2	The System Security Expert is certified in CISSM or equivalent	1
3	General Professional Experience : Greater than 5 years working experience in same field	1
4	Specific Professional Experience: The System Security Expert has five (5) years' experience in related or similar project	1
	Expert 2: System Architect	
1	Qualifications (Minimum Bachelors Degree): Masters Degree in related field	1
2	General Professional Experience: Greater than 5 years working experience in same field	1
3	Specific Professional Experience: The System Architect has five (5) years of relevant and comparable experience	1
4	The System Architect has undertaken at least two (2) relevant and comparable assignments in the last 5years.	1
	Expert 3: System Developer	

1	Qualifications (Minimum Bachelors Degree): Masters Degree in related field	1
2	General Professional Experience: Greater than 5 years working experience in same field	1
3	Specific Professional Experience: At least two (2) System Developers who have four (4) years of relevant and comparable experience	1
4	Both System Developers have undertaken at least two (2) relevant and comparable assignments in the last 5years.	1
5	Both System Developers have competency (skills) in developing web solutions and system integrations	1
	Expert 4: System Stress Tester	
1	Qualifications (Minimum Bachelors Degree): Masters Degree in related field	1
2	General Professional Experience: Greater than 5 years working experience in same field	1
3	Specific Professional Experience: At least one (1) tester who has 4 years of relevant and comparable experience	1
4	The tester has undertaken at least two (2) relevant and comparable assignments in the last 4years.	1
5	The tester has an international certification in testing (preferably ISTQB or equivalent)	1
6	At least one (1) system security expert has five (5)years of relevant experience	1
7	The system security expert has undertaken at least three (3) relevant and comparable assignment in the last 2 years.	1
8	The security expert has an international certification in testing (preferably CISSP or CISM)	1
9	The database developer has four (4) years of relevant and comparable experience	1
10	The database developer has undertaken at least two(2) relevant and comparable assignments in the last 5 years with RDBMS systems	1
	Expert 5: System Interface Designer	
1	System UI designer has five (4) years of relevant experience.	1
	Expert 6: Change Manager	
1	Change Manager has five (5) years’ experience in managing medium and largescale projects	1
	Section B Sub-Total (Max score: 32)	**32**

PART 2: A. Technical Proposal: Methodological Design

Objective Area	Criteria: The Bidder has:	Max. Score
Objective 1: Overall Strategy	Certificate of attendance of the pre- tender submission workshop/Conference	1
	TOR objectives interpretation and Overall contractor's description of approach and strategy of service delivery of the bid	1
	Cooperation Approach	
	Interactive approach between all teams in the contractors bid	1
	Cooperation strategy of the bidder, and with both internal and external team	1
	Steering model	
	Procedure for steering the project with all parties	1
	Results monitoring model and dealing with impediments	1
Objective 2: Processes and Improvement	Implementation plan explanation: work steps and milestones	1
	Integration into work streams of KEBS explanation	1
	Explanation of contribution to knowledge base of KEBS and Improvement areas explanation of the measures performed by the contractor	1
Objective 3: Overall Project Coordination Strategy	Explanation of approach and procedures for coordination of the project and Assignment of personnel work plan with specific explanations and expert specification	1

PART 2: B. Technical Proposal

Objective Area	Criteria. The Bidder has:	Max. Score 1 or 0
Objective 1: Workplan Plan	The provided timelines must be SMART and logically sequenced.	1
	Team composition with a Project Manager and all the experts have their roles defined and Provided man days for each expert for the entire project.	1
	At least one system developer will spend at least 50% of the system development period on site (in line with the provided work plan).	1
	The tester will spend at least 50% of the Testing, Debugging and Piloting period onsite (in line with the provided work plan).	1
	The Project Manager will spend at least one day every week at the project site onsite (in line with the provided work plan).	1
	Provided an appropriate strategy to deliver an Application Programming Interface(s) (APIs) for the proposed system	1
	Provided an approach on how change requests (1. within the SRS/scope and 2. outside the SRS/scope) shall be handled and managed before deployment, during warranty and post warranty Period.	1
	Demonstrated how change management plan will engage stakeholders (direct and indirect) (based on the objective areas of this ToR)	1
Objective 2: System Requirements	Provided an appropriate approach for implementing the URS, and SRS. Provided an appropriate approach for reviewing (establishing status and tracing implementation) the URS and SRS.	1 1
Objective 3: Prototyping	Provided an appropriate summary of how Prototyping will be used in executing the assignment.	1
Objective 4: Software Development	Provided an appropriate approach for undertaking the assignment using Agile Methodology	1
	Provided an appropriate approach for reporting and verifying progress in the development of the system	1
	Provided an appropriate solution for tracking the development of the system such as GIT	1

Objective Area	Criteria: The Bidder has:	Max. Score 1 or 0
Objective 5: Software testing and piloting	Provided an appropriate approach for Testing and piloting	1
Objective 6: Training	Provided an appropriate approach for training of all types of users and Provided appropriate tools and methods for conducting all trainings for internal and external stakeholders. (including self-training tools)	1
Objective 7: System Hosting Specifications	Provided an appropriate detailed approach or methodology for assessing and defining the hosting specifications.	1
	Provided a draft hosting Infrastructure specification and diagrammatic layout for the system	1
Objective 8: System Deployment	Provided an appropriate approach for Releasing and Piloting Modules	1
	Provided an appropriate strategy that details business continuity during the transition period (to ensure minimal business disruptions including data migration).	1
Objective 9: System Documentation	Provided a draft template of the source code documentation. Must show the source and the comments.	1
Objective 10: Support, Maintenance and Upgrades	Provided a draft Support & Maintenance Plan (details what services are included and excluded)	1
	If the bidder has defined the Warranty as a min of 2 years within the set budget. If the proposed post-warranty (2yrs) costs of Support & Maintenance is not more than 15% of the original contract value.	1
	Provided Support & Maintenance Plan with an incident resolution mechanism and Provided Support & Maintenance Plan with at least regular patch updates and upgrades within the set budget.	1
	The system developers shall be available for the entire warranty period	1
	The bidder demonstrates innovation and value addition in their adopted approach/methodology and execution of the assignment	1
	Sub-Total (Max score: 80)	**80**

A bidder must score 70 marks to proceed to Part 3: DEMO

PART 3: DEMO

	The bidder will be required conduct a 45 minutes Demo based on: a) One of the two listed relevant and comparable assignments to demonstrate how QAIMS shall be developed and function OR b) Present a prototype/demo/mock-up of the assignment (in this case the bidder is required to demonstrate a proposal of how QAIMS I shall be developed and function as understood by the bidder.	
S/No.	Criteria (the following will be assessed during the demo)	Max Score
	Understanding of QAIMS I's project	
1	Understanding of Assignment Requirements as detailed in the URS and SRS.	1
2	Ability to link the presented demonstration to QAIMS's system requirement	1
3	Integrated security into the solution such as two factor authentications	1
4	Demonstration to multiple integrations such as online payment (mobile or payment gateway), internal and third-party systems	1
	User Experience	
5	a. User Interface (clean interface)	1
	b. Usability (intuitive)	1
	Technology Used	
6	a. Web based application (and supports all major browsers)	1
	b. Mobile compatibility (native or responsive)	1
	c. Use of new technology (modern coding language, framework and database (easily upgradable, supports MVCC, supports multiple replication))	1
	d. Optimal system design (light and utilizes limited CPU resources especially during function procedures) and Scalability (from the end user's perspective)	1
	Sub Total (Max score: 10)	**10**

A bidder must score 5 marks on DEMO part to proceed to Financial Evaluation Stage

**NOTE: In the Cost Proposal (the Financials), the bidder must provide Man-Days Rate when breaking down the costs. The break down must match the Man-Days provided in the *Technical Proposal.*

The weight given to the technical proposal shall be 90% and the weight given to the financial proposal shall be 10%

STAGE THREE: FINANCIAL EVALUATION

The formula for determining the financial score (FS) shall be as follows:

FS = 40 x FM/F where:

FS is the financial score

FM is the lowest fees quoted and

F is the fees of the proposal under consideration.

The lowest fees quoted will be allocated the maximum score of 10%.

The bidder's proposals will be ranked according to their combined technical score (TS) and financial score (FS) and weighted accordingly. The formula for the combined scores shall be as follows;

S = ST x T% + SF x P%

Where:

S, is the total combined scores of technical and financial scores

St is the technical score

Sf is the financial score

T is the weight given to the technical proposal (in this case 90%) and
P is the weight given to the financial proposal (in this case 10%)

Note P + T will be equal to 100%.

The bidder who has achieved the highest combined technical and financial score shall be declared successful and subsequently invited for clarifications.

H. RESPONDING FORMAT

The response to this tender MUST be presented in the format shown below and the number of pages must strictly be adhered to:

Proposal Section	**Item**	**Max No. of pages**
Introduction	Table of Content (with active links to respective pages)	2
	Executive Summary	1
	Introduction	2
PART 1: Team & Firm Experience	Section A. Firm Experience.	4
	Section B. Team Experience and	4
	Section C. Experts Participation in Firm's assignments	
PART 2: Technical Proposal		
1.0 Assignment Plan	1.1 Assignment Work Plan	2
	1.2 Team composition	3
	1.3 Modules Delivery Man-days	1
	1.4 On-Site Presence	1
	1.5 Strategy to deliver an Application Programming Interface (API)	3
	1.6 Managing Change Requests	1
	1.7 Stakeholders/System Engagement	1
2.0 Delivering the System Requirements		2
3.0 Using Prototyping		2
4.0 Software Development	4.1 Use of Agile Methodology	2
	4.2 Progress Reporting	2
5.0 Software testing and piloting	5.1 Testing and Debugging	2
	5.2 Piloting Strategy	2
6.0 Training	6.1 Training Plan	2
	6.2 Training tools and Technique	2
7.0 Hosting Specifications	7.1 Assessing and defining specifications.	2
	7.2 Specifications Draft & Layout	5
8.0 System Deployment	8.1 Deployment Strategy	4
	8.2 Business continuity Strategy	4
9.0 System Documentation	9.1 Source Code documentation draft template	2
10.0 Support, Maintenance and	10.1 Draft Support & Maintenance Plan	5
Upgrades	10.2 Warranty Period Terms & Conditions	2
	10.3 Incident Resolution Mechanism	2
	10.4 Support & Maintenance Plan	2
11. Proposed Innovation and Value Addition		
ANNEXES	Annex 1: Copies of Required Notarized Certificates	8
	Annex 2: Certificate/Evidence of Completion of assignments	

PART 1: Section A. Firm Experience.

The bidder is required to present their Firm experience strictly using the format below for each assignment:

Assignment 1	
Project Aspect	Details
Project/assignment description:	
Organization/Client:	
Description of the Beneficiaries:	
Project/assignment value in Kshs:	
Absolute project period/assignment start and end dates:	
Technologies (for both hardware and software) used:	
Description of the Payment Component of the assignment:	
Project Management approach/framework used during implementation:	
Software development approach:	
System Deployment approach/strategy (ies) used:	
Change Management approach/strategy (ies) used:	

Warranty, Maintenance and Support provided:	
Security measures integrated in the project at design, development, deployment and maintenance:	
Training tools and techniques used:	
Team composition and skill sets used in the assignment:	
A certified (for independent verification) copy of Certificate of Completion or equivalent (With Assignment value information included).	*Attach to the Bid Document and reference as Annex 1*

PART 1: Section B. Team Experience.
The bidder is required to present their Team's experience strictly using the format below for each expert as listed in the ToR:

Project Manager	
Name:	
Bate of Birth:	
University First Degree:	*[Awarded Degree, Awarding Institution]*
Month & Year of Graduation:	
Post Graduate Qualification(s):	
Month & Year of Graduation:	
Certification(s):	
Issuing Body:	
Certificate Reference/Number:	
Date of Certification:	*[Attach a valid copy of the certificate in the Annexes]*
Technical Skills competent in:	
Work Experience (List all previous roles held with the detail as provided below for each role):	*[Start Date - End Date, Institution, Role/Position, Brief Role Description, List of projects involved in and role played in those projects]*

The Firm

The firm is required to have previously undertaken at least two (2) comparable assignments in terms of nature (design and functions assignment), magnitude, complexity (refer to Objective 1: Enhancements requirements gathering and needs analysis). Evidence to support each of these aspects must be provided.

Notes:

1. A Project Manager (who is the Team Leader) shall oversee the implementation of the above project throughout its Lifecyle.

2. Copies of original certificate for the required Degrees and certification must be provided. Only valid (for instance not expired) professional certificates will be considered.

3. The proposed experts for this proposal will be the ones to execute the assignment. Any intention to change any experts during the execution of the project must brought to the attention of the client in advance and the client must agree to the change before it is affected. The qualification for the new team member must equal or better than the person being replaced.

4. Each firm's and expert experience & qualification MUST be presented in a standard format provided in the Evaluation Criteria.

Timeframe

The system shall be developed and delivered within maximum of twelve (12) months.

Objective Area	Details	Payment on milestone completion (% of the Total)
Assignment Plan	Assignment Plan is submitted, approved and its use starts.	10%
Objective 1: Requirements gathering and needs analysis	BRD and SRS submitted and validated.	10%
Objective 2: Wireframe and Mockups	Wireframe and mockups completed, demos done, feedback collected and signed-off.	10%
Objective 3: System Development	Development of modules/components as planned are completed and are ready for testing.	20%
Objective 4: System Prototype and User Testing	All tests are completed and signed-off.	10%
Objective 5: Change Management (stakeholder engagement & training)	All through the life of the assignment, all relevant stakeholders are engaged appropriately. Trainings are completed and signed-off based on the Training Plan.	10%
Objective 6: Piloting, data migration and deployment	Pilots are completed and signed-off to help refine the solution and design deployment strategy. Data migration of all critical old data is done is completed and signed-off. Then the system is deployed to the production environment and signed-off.	10%
Objective 7: Documentation	All required documents are submitted and approval/sign-off given where applicable.	N/A
Objective 8: Support and Maintenance	The SLA is completed and signed-off and gets in action. SLA period ends successfully.	20%

I. REPORTING & CO – ORDINATION

The contractor will work with the Project Implementation Team (PIT) on the day to day operations of the project. For institutional level co-ordination the following will apply:

1. Kenya Bureau of Standards (KEBS) - Project Manager
2. Contracted Firm – Project Manager

If the contracted party is a consortium, the designated principal party will act as the lead for all engagements in line with the tender guidelines. It will also be required that all the parties in the consortium will have their responsibilities and liabilities clearly defined. Additionally, a clear dispute resolution mechanism between the parties in the consortium must be provided (with the intention of avoiding delays or disruptions of delivering the assignment).

J.RECIPIENT

1. 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 – Kshs.................................
Name of your bankers ....

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

Section H. Tender Security Form

Whereas………………………………………. *[Name of the tenderer]*
(Hereinafter called "the tenderer") has submitted its tender dated ………………..*[Date of submission of tender]* for the supply of……………………………………. ……………… .. *[Name and/or description of the goods]*
(Hereinafter called "the Tender")………..………………………………………………….
KNOW ALL PEOPLE by these presents that WE……..………………………………………
Of………………………………………………….. Having our registered office at ………………………
(Hereinafter called "the Bank"), are bound
unto……………………………………………………………………………….. *[Name of procuring entity]*
(Hereinafter called "the Procuring entity") in the sum of ………………….
For which payment well and truly to be made to the said Procuring entity, 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 Procuring entity during the period of tender validity:

(a) Fails or refuses to execute the Contract Form, if required; or
(b) Fails or refuses to furnish the performance security, in accordance with the Instructions to tenderers;

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity 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]

Section I. Contract Form

THIS AGREEMENT made the _____ day of __________ 20_____ between………..*[name of Procurement entity)* of……………… *[Country of Procurement entity]* (Hereinafter called "the Procuring entity") of the one part and………………………… *[Name of tenderer]* of………… *[City and country of tenderer]* (Hereinafter called "the tenderer") of the other part:

WHEREAS the Procuring entity invited tenders for certain goods, viz.,…………………………… *[Brief description of goods]* and has accepted a tender by the tenderer for the supply of those goods in the sum of………………………………………………… *[Contract price in words and figures]* (Hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract 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 Technical Specifications;
   (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 goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the goods 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______________

Section J. Performance Security Form

To:...
[Name of procuring entity]

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 goods]*
*(*Hereinafter called "the Contract").

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of…………………………………………………………… *[Amount of the guarantee in words and figures],* and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of…………………………………… *[Amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of __________20_____.

Signature and seal of the Guarantors

____
[Name of bank or financial institution]

____
[Address]

____
[Date]