



**RETENDER FOR
PROVISION OF INSPECTION, MAINTENANCE AND
SERVICE OF FIRE SAFETY EQUIPMENTS**

**TENDER NO
KEBS/T006/2018/2019**

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SECTION A: INVITATION TO TENDER

TENDER NO. KEBS/ KEBS/T006/2018/2019 PROVISION FOR SERVICE OF FIRE SAFETY EQUIPMENTS

The Kenya Bureau of Standards (KEBS) invites sealed tenders for above services.

A complete set of tender documents may be obtained by interested candidates from the procurement office, during normal working hours or be viewed and downloaded from the **KEBS website: www.kebs.org** upon payment of non-refundable tender fee of **Kshs.1,000.00**. All payments shall be made to the KENYA BUREAU OF STANDARDS Nairobi. Those who choose to download are required to register with procurement before the closing date

**Completed tender documents in plain sealed envelopes clearly marked
“KEBS/T006/2018/2019 — PROVISION FOR OF FIRE SAFETY
EQUIPMENTS**

Should be addressed and delivered to:

**THE MANAGING DIRECTOR,
KENYA BUREAU OF STANDARDS,
P.O. BOX 54974 – 00200
POPO ROAD OFF MOMBASA ROAD
NAIROBI.**

Or be deposited in the Tender Box at the **Main Reception** marked **“TENDER BOX”** so as to be received on or before **10.00 a.m.** (East Africa Time) on **Tuesday 21st August , 2018**

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

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

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

MANAGING DIRECTOR

SECTION B: - INFORMATION TO CONSULTANTS**1.Introduction**

- 1.1 KEBS named in Appendix “A” will select a firm among the bidders, in accordance with the method of selection detailed under this section.
- 1.2 Eligible bidders are invited to submit a **Technical Proposal and a Financial Proposal**, as specified in Appendix “A” for consulting services required for the assignment named in the said Appendix.
- 1.3 KEBS will provide the inputs specified in Appendix “A”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 1.4 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to KEBS are not reimbursable as a direct cost of the assignment; and (ii) KEBS is not bound to accept any of the proposals submitted.

2. Clarification and Amendment of RFP Documents

- 2.1 Consultants may request a clarification of any of the documents only up to seven [7] days before the tender closing date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the KEBS’ address indicated in Appendix “A”. KEBS will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.
- 2.2 At any time before the submission of proposals, KEBS may for any reason, whether at its own initiative or in response to a clarification requested by a bidder, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, telex or facsimile to all invited consultants and will be binding on them. KEBS may at its discretion extend the deadline for the submission of proposals.

3. Preparation of Proposal

3.1 The Consultants proposal shall be written in English language

Technical Proposal

3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub consultancy as appropriate. **But consultants shall not associate with the other consultants submitting bids for this assignment.** Any firm associating in contravention of this requirement shall automatically be disqualified.
- (ii) Consulting firm(s) must give the estimated number of professionals to be used in this assignment.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or has an extended and stable working relationship with it.
- (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix "A", preferably working under conditions similar to those prevailing in Kenya.
- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

3.4 The Technical Proposal shall provide the following information using the attached Standard Forms;

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar

nature. For each assignment the outline should indicate inter alia, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.

- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by KEBS.
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last five (5) years.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix "A" specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix "A".

3.5 The Technical Proposal shall not include any financial information.

Financial Proposal 3.6 In preparing the Financial Proposal, suppliers are expected to take into account the requirements and conditions outlined in the RFP document. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including; (a) remuneration for staff, and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of

documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.

- 3.7 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub consultants and their personnel, unless Appendix “A” specifies otherwise.
- 3.8 Consultants shall express the price of their services in Kenya Shillings.
- 3.9 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.
- 3.10 The Proposal must remain valid for **120 days** after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. KEBS will make his best effort to complete negotiations within this period. If KEBS wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposal.

**4. Submission,
Receipt, and
Opening of
Proposals**

- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineations or overwriting except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.
- 4.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix “A”. Each Technical Proposal and Financial Proposal shall be marked “**ORIGINAL**” or “**COPY**” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

The original and copy of the Technical Proposal shall be placed in a sealed envelope clearly marked

“Envelope A: TECHNICAL PROPOSAL,” and the original and copy of the Financial Proposal in a sealed envelope clearly marked **“Envelope B: FINANCIAL PROPOSAL”** and warning: **“DO NOT OPEN WITH THE TECHNICAL PROPOSAL”**. Both envelope “A” and “B” shall bear the name and address of the bidder to enable KEBS return the proposals unopened in case they are declared late or in case the technical proposal is declared non responsive. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear The **Tender No. and description and KEBS address** and and the words; **“DO NOT OPEN BEFORE 10.00AM ON Tuesday 21st August, 2018 IN THE PRESENCE OF THE TENDER OPENING COMMITTEE.”**

- 4.3 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in Appendix “A”. Any proposal received after the closing time and date for submission of proposals shall be returned to the respective consultant unopened.
- 4.4 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the Tender Opening Committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of KEBS department until the technical evaluation is concluded.

**Proposal
Evaluation
General**

From the time the bids are opened to the time the contract is awarded, if any consultant wishes to contact KEBS on any matter related to his proposal, he should do so in writing at the address indicated in Appendix “A”. Any effort by the firm to influence KEBS in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant’s proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded



**Evaluation of
Technical
Proposals**

The evaluation committee appointed by KEBS shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria described below.

EVALAUTION CRITERIA

The tenders submitted will be evaluated in three stages; Preliminary (Mandatory), Technical and Financial.

a. Technical – 80% b. Financial – 20%

Mandatory Requirements (Preliminary Evaluation)

Must submit copies of the following documents;

- (a) PIN Certificate
- (b) Vat certificate
- (c) Tax Compliance Certificate
- (d) Certificate of Registration/Incorporation

The criteria for evaluation of technical and financial proposal are as follows:

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: 80 Marks

No.	CRITERIA	WEIGHT	RATING
1.	Relevant experience for the assignment:		
a.	Number of contracts for service of fire safety equipment in other institutions especially parastatals (score 2 per contract). List contracts carried out in the last five years and provide dates and contact persons, name of the organization and details of personnel used for each.	10	
b.	Years of experience in Fire Safety Equipment servicing (minimum 5 years' experience)	10	
c.	Evidence of competence in Fire Safety Equipment Servicing (attach relevant academic qualifications of the personnel who will carry out servicing)	10	
d.	Use of genuine spare parts and refilling material for servicing (attach documentary evidence indicating source of spare parts and	15	

	refilling material)		
	Sub total	45	
2	Methodology and Approach for Fire Safety Equipment Servicing		
a.	Description of methodology for fire safety equipment servicing – describe how the servicing will be done for each equipment i.e. fire extinguishers, detectors, alarm panels, manual bells, hydrants, etc.	15	
b.	Fire Safety Equipment Servicing Work Plan or Timetable (indicate scope and frequency of servicing and names of personnel to carry out the servicing)	15	
	Sub total	30	
3.	Proof of registration and meeting statutory and regulatory requirements	5	
	Sub total	5	
	GRAND TOTAL	80	

Weightage: The minimum qualifying mark for technical will be **70%**
Bids that score equal or above 70% in the Technical evaluation stage will proceed to Financial evaluation stage. Bids that score less than 70% will be treated as non responsive and will be disqualified from further evaluation.

Public Opening and Evaluation of Financial Proposals

After Technical Proposal evaluation, KEBS shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. KEBS shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.

The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical Scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. KEBS shall prepare minutes of the public opening.

**Evaluation of
Financial
Proposals**

The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.

The firm that will submit the responsive financial proposal will be considered for award. This method of selection is called least cost selection.

The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.

The formulae for determining the **Financial Score (Sf)** shall, be as follows:-

$Sf = 100 \times F^m / F$ where Sf is the financial score; Fm is the lowest priced financial proposal and, F is the price of the proposal under consideration. Proposals will be ranked according to their combined **technical (St)** and **financial (Sf) scores** using the weights (**T=the weight given to the Technical Proposal T=80%); P = the weight given to the Financial Proposal (P=20%); T + p = 1.**

**Combined
Technical and
Financial score**

Both technical and financial scores will be combined. **The combined technical and financial score, S, is calculated as follows:- $S = St \times T \% + Sf \times P \%$.** The firm achieving the highest combined technical and financial score will be invited for negotiations.

5. Negotiations

Negotiations will be held at the same address as indicated in Appendix “A”. The aim is to reach agreement on all points and sign a contract.

Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. KEBS and the Consultant will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly define the inputs required from KEBS to ensure satisfactory implementation of the assignment.

Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees)

Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, KEBS expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, KEBS will require assurances that the experts will be actually available. KEBS will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations KEBS and the selected firm will initial the agreed Contract. If negotiations fail, KEBS will invite the firm whose proposal received the second highest score to negotiate a contract.

6. Award of Contract

The Contract will be awarded following negotiations. After negotiations are completed, KEBS will promptly notify other consultants on the shortlist that they were unsuccessful.

The selected firm is expected to commence the assignment on the date and at the location specified by KEBS

7. KEBS' Right to Accept any Tenders and vary quantities

Notwithstanding clause 8, KEBS reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to award of contract, without thereby incurring any liability to the affected bidders on the grounds of KEBS' action.

8. Confidentiality

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract

SECTION C: TECHNICAL PROPOSAL – STANDARD FORMS

These forms shall include;

- i) Technical Proposal submission form.
- ii) Firm's references.
- iii) Comments and suggestions of consultants on the Terms of Reference and on data, services and facilities to be provided by KEBS.
- iv) Description of the methodology and work plan for performing the assignment.
- v) Team composition and task assignments.
- vi) Format of curriculum vitae (CV) for proposed professional staff.



- vii) Time schedule for professional personnel.
- viii) Activity (work) schedule.

All firms must submit the above forms



(i). TECHNICAL PROPOSAL SUBMISSION FORM

[_____ *Date*]

To: _____ [*Name and address of KEBS*]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for _____ [*Title of consulting services*] in accordance with your Request for Proposal dated _____ [*Date*] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, [and a Financial Proposal sealed under a separate envelope-*where applicable*].

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

_____ [*Authorized Signature*]:

_____ [*Name and Title of Signatory*]

_____ [*Name of Firm*]

_____ [*Address:*]

**(ii). FIRM'S REFERENCES****Relevant Services Carried Out in the Last Five Years
That Best Illustrate Qualifications**

Using the format below, provide information on each assignment for which your firm either individually as a corporate entity or in association was legally contracted.

Assignment Name	Country:
Location within Country:	Professional Staff provided by Your Firm/Entity (profiles):.....
Name of Client:	No. of Staff
Address:	No of Staff-Months; Duration of Assignment
Start Date (Month/Year): Completion Date (Month/Year):	Approx. Value of Services (Kshs)
Name of Associated Consultants. If any:	No of Months of Professional Staff provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:	
Narrative Description of project:	
Description of Actual Services Provided by Your Staff:	

Firm's Name: _____

Name and title of signatory; _____



**(iii) COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE
TERMS OF REFERENCE AND ON DATA, SERVICES AND
FACILITIES TO BE PROVIDED BY KEBS.**

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the information, services and facilities to be provided by the
Commission:

- 1.
- 2.
- 3.
- 4.
- 5.



**(iv) DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR
PERFORMING THE ASSIGNMENT**



(v). TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task



(vi). FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed
Position: _____

Name of
Firm: _____

Name of
Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ Nationality: _____

Membership in Professional Societies: _____
Detailed Tasks Assigned:

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]



Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

[Signature of staff member] Date: _____

[Signature of authorised representative of the firm] Date: _____

Full name of staff member: _____

Full name of authorized representative:



SECTION D:- FINANCIAL PROPOSAL – STANDARD FORMS

These forms shall include;

- i) Financial Proposal submission form.
- ii) Summary of costs.

(i). FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____

[Name and address of KEBS]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for (_____) *[Title of consulting services]* in accordance with your Request for Proposal dated (_____) *[Date]* and our Proposal. Our attached Financial Proposal is for the sum of (_____) *[Amount in words and figures]* inclusive of the taxes.

We understand you are not bound to accept any Proposal you receive.

We remain,
 Yours sincerely,

_____ *[Authorized Signature]*
 _____ *[Name and Title of Signatory]:*
 _____ *[Name of Firm]*
 _____ *[Address]*

**(ii). SUMMARY OF COSTS**

We are seeking procurement of a fire service provider to carry out inspections, maintenance and service of fire safety equipment at the headquarters as per detailed

Terms of Reference below:

Contract Duration : Three (3) years

Location (Scope) : KEBS Headquarters, South C, Nairobi

No.	EQUIPMENT	SERVICE REQUIRED	FREQUENCY	COST
1.	Fire Extinguishers	Inspection (check pressure, pin, head, body and nozzle, confirm fit for use)	Quarterly	Ksh.
		Refilling/Recharging Water: 9 litres 5 litres Carbon dioxide: 9 kg 5kg Foam: 9 litres 6 litres Dry Chemical Powder: 4 kg 6 kg 9 kg	As need arises As need arises As need arises As need arises	Ksh. Ksh. Ksh. Ksh. Ksh. Ksh. Ksh.
		Replacement (brand new) Water: 9 litres 5 litres Carbon dioxide: 9 kg 5kg Foam: 9 litres 6 litres Dry Chemical Powder: 4 kg 6 kg 9 kg Fire Blanket:	As need arises As need arises As need arises As need arises	Ksh. Ksh. Ksh. Ksh. Ksh. Ksh. Ksh. Ksh.
2.	Fire Water Tank	Inspection	Quarterly	Ksh.
3.	Fire Water Pump	Inspection (check for	Quarterly	Ksh.



No.	EQUIPMENT	SERVICE REQUIRED	FREQUENCY	COST
	& Booster	damage, pressure, hose, coupling assemblies, appliances and nozzles will perform as designed)		
4.	Fire Hose Reels	Maintenance: Replace hose: Replace coupling: Replace nozzle: Sealing leakage:	As need arises As need arises As need arises As need arises	Ksh. Ksh. Ksh. Ksh.
		Inspection (check for damage, pressure, hose, coupling assemblies, branch, appliances and nozzles will perform as designed)	Quarterly	Ksh.
3.	Fire Hydrants	Maintenance: Replace hose: Replace coupling: Replace nozzle: Replace branch: Seal leakage:	As need arises As need arises As need arises As need arises As need arises	Ksh. Ksh. Ksh. Ksh. Ksh.
4.	Detectors	Inspection (check functionality, sensors, LED)	Quarterly	Ksh.
		Maintenance: Test and calibrate alarm sensors per manufacturer specifications: Test the annunciators: Replace fire detector: Replace heat detector: Replace smoke detector:	Quarterly As need arises As need arises As need arises As need arises	Ksh. Ksh. Ksh. Ksh. Ksh.
		Inspection (check settings, sound level and functionality)	Quarterly	Ksh.
5.	Fire Alarm Control Panels	Maintenance: Test functionality: Replace Alarm Sounder: Replace break-glass points:	Quarterly As need arises As need arises	Ksh. Ksh. Ksh.
		Inspect (check functionality and sound level:	Quarterly	Ksh.
6.	Manual Alarm Bells	Inspect (check functionality and sound level: Replace (new)	Quarterly As need arises	Ksh. Ksh.
GRAND TOTAL			Ksh.	

SECTION E: - TERMS OF REFERENCE- PROVISION FOR SERVICE OF FIRE SAFETY EQUIPMENTS

The Kenya Bureau of Standards (KEBS) was established by an act of Parliament, the Standards Act, and Chapter 496 of the Laws of Kenya. It started its operations in July 1974. KEBS falls under the Ministry of Industrialization and Enterprise Development.

KEBS seeks to provide standardization solutions for sustainable development.

The main functions of KEBS are:

- Development of Standards.
- Implementation of Standards and Quality Assurance in Industry.
- Laboratory Testing.
- Metrology and Calibration.
- Quality inspection of all imports into Kenya.
- Training industry in Metrology, Standardization, Testing and Quality Assurance (MTSQ)
- Product Certification (issuance of the Diamond Mark of Quality, Standardization Mark and Imports Standardization Mark)
- Management Systems Certification.
- Acquisition and dissemination of standards related information.

Scope

SPECIFIC OBJECTIVES

REPORTING

TERMS OF SERVICE.

Duration of the contract

SECTION F:**SAMPLE CONTRACT FOR CONSULTING SERVICES**

This Agreement, [hereinafter called “the Contract”) is entered into this _____ *[Insert starting date of assignment]*, by and between _____ *[Insert Client’s name]* of [or whose registered office is situated at] _____ *[insert Client’s address]* (hereinafter called “the Client”) of the one part AND

_____ *[Insert Consultant’s name]* of [or whose registered office is situated at] _____ *[insert Consultant’s address]* (hereinafter called “the Consultant”) of the other part.

WHEREAS the Client wishes to have the Consultant perform the services [hereinafter referred to as “the Services”, and

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
- (i) The Consultant shall perform the Services specified in Appendix A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract.
 - (ii) The Consultant shall provide the personnel listed in Appendix B, “Consultant’s Personnel,” to perform the Services.
 - (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Appendix C, “Consultant’s Reporting Obligations.”

2. Term

The Consultant shall perform the Services during the period commencing on _____ *[Insert starting date]* and continuing through to _____ *[Insert completion date]*, or any other period(s) as may be subsequently agreed by the parties in writing.



3. Payment

A. Ceiling

For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to exceed_____

_____ *[Insert amount]*. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

The schedule of payments is specified below (Modify in order to reflect the output required as described in Appendix C.)

Kshs_____ upon the Client's receipt of a copy of this Contract signed by the Consultant;

Kshs_____ upon the Client's receipt of the draft report, acceptable to the Client; and

Kshs_____ upon the Client's receipt of the final report, acceptable to the Client.

Kshs_____ Total

C. Payment Conditions

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty [30] days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 herebelow. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending.



4. Project Administration

A. Coordinator.

The Client designates _____[insert name] as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for payment.

B. Reports.

The reports listed in Appendix C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment and will constitute the basis for the payments to be made under paragraph 3.

5. Performance Standards

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Confidentiality

The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

7. Ownership of Material

Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

8. Consultant Not to be Engaged in Certain Activities

The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.



- 9. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 10. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 11. Law Governing Contract and Language** The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English Language.
- 12. Dispute Resolution** Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

FOR THE CLIENT

FOR THE CONSULTANT

Full name; _____ Full name; _____

Title; _____ Title; _____

Signature; _____ Signature; _____

Date; _____ Date; _____

SECTION G:

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

APPENDIX “A”**Clause Reference**

- 1.1 & 2.1** The full name of KEBS is: **KENYA BUREAU OF STANDARDS.**
- 1.2** Technical and Financial Proposals are requested: **Yes**
A Technical Proposal only is requested: **No**
- 1.3** The name, objectives, and description of the assignment are: **AS PER THE TERMS OF REFERENCE(TOR)**
Pre-proposal conference will be held: **NO**
The name(s), address (es) and telephone numbers of KEBS’ official(s) are:_

Head of procurement
P.O BOX 54974 -00200 NAIROBI
TEL: 605490
Email:procurement@kebs.org
- 1.4** KEBS will provide the following inputs: **all information required on the assignment**
- 3.3 (i)** The minimum required experience of proposed professional staff is **Five Years and Above**
- 3.7** **Taxes:** All taxes to be included in the financial proposal.
- 4.2** Consultants must submit **ONE original** and **ONE copy** of each proposal
The proposal submission address is:
The Managing Director,
Kenya Bureau of Standards,
Popo Road, Off Mombasa Road
P.O. Box 54974 - 00200,
Nairobi.

Information on the outer envelope should also include:
“KEBS/T006/2018/2019- Provision of Inspection, Maintenance and Service of Fire Safety Equipments
- 4.3** Proposals must be submitted no later than **Tuesday 21st August, 2018 AT 10.00 A.M.**



4.4

The address to send information to KEBS is:

P.O. Box 54974 00200,

Nairobi

Tel: +254 20 6005490

Fax: +254 20 6004031

Email: info@kebs.org or procurement @kebs.org

4.5

The minimum technical score (st) required to pass is **Sixty Five (65) out of Eighty (80) points.**

The assignment is expected to commence immediately after signing the contract and within the agreed time frame between the two parties.