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Standards

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INTERNATIONAL TENDER FOR ENLARGEMENT OF PROVISION OF PRE-EXPORT VERIFICATION OF CONFORMITY (PVOC) TO STANDARDS SERVICES FOR USED MOTOR VEHICLES, MOBILE EQUIPMENT AND SPARE PARTS

Tender No: KEBS/T010/2019- 2021

International Tender for Provision of Pre-Export Verification of Conformity (PVOC) to Standards Services for Used Motor Vehicles, Mobile Equipment and Spare Parts



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

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



SECTION I INVITATION TO TENDER

Date: Tuesday 3rd December, 2019
RFP REF No: KEBS/T010/2019-2021

Tender to offer Pre-Export Verification of Conformity (PVOC) Services for Used Road Vehicles, Used Vehicle Parts and other Mobile Equipment in accordance with Legal Notice 127 of 2018

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

Managing Director
Kenya Bureau of Standards
P.O. Box 54974-00200
NAIROBI-Kenya
Email address: info@kebs.org

to be received on or before 24th December 2019 at 1200hrs (East African Time).

- 1.6 Tenderers must be accompanied by Tender Security of **USD two hundred (200,000) thousand** in the form of a bank guarantee from reputable bank.



- 1.7 Tender/s will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at **KEBS CENTRE, Popo Road off Mombasa Road**. Tenders delivered outside the required time will not be accepted. KEBS reserves the right to accept or reject any tender s.

Managing Director, Kenya Bureau of Standards

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SECTION II INSTRUCTION TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This tender is open to all tenderers eligible as described in the *Instructions to Tenderers*. The successful tenderer shall provide pre-export verification of conformity (PVoC) services for used road vehicles, used vehicle parts and other mobile equipment for the stipulated duration (hereinafter referred to as “*the term*”) from the date of commencement specified in the tender documents as 3 years.
- 2.1.2 The Kenya Bureau of Standards’ employees, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under Section 59 of the Public Procurement and Disposal Act 2015 clause 1,2 and 3.
- 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 Kenya Bureau of Standards to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Tender.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred by Public Procurement Regulatory Authority (PPRA) from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

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

2.3 Contents of Tender documents

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

- vii. Contract form
- viii. Confidential business questionnaire form
- ix. Tender security form
- x. Performance security form

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

2.4 Clarification of Documents

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

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

2.5 Amendment of documents

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

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

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

2.6 Language of tender

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

translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern/ prevail

2.7 Documents Comprising the Tender

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

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

2.8 Tender Form

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

2.9 Tender Prices

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

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

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

2.9.4 Contract price variations shall not be allowed for 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 within the contract period.

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

2.10 Tender Currencies

2.10.1 Prices shall be quoted in United States Dollars.

2.11 Tenderer's Eligibility and Qualifications

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

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

2.12 Tender Security

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

2.12.2 The tender security is required to protect the Kenya Bureau of Standards against the risk of tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

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

- a) Cash
- b) A bank guarantee from recognized financial institution
- c) 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 Kenya Bureau of Standards and treated 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 Kenya Bureau of Standards.

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

2.12.7 The tender security may be forfeited:

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

Or

b. In the case of a successful tenderer, if the tenderer fails:

- i. to sign the contract in accordance with paragraph 2.26
- Or ii. to furnish performance security in accordance with paragraph 2.27
- c. If the tenderer rejects correction of an error in the Tender

2.13 Validity of Tenders

- 2.13.1 Tenders shall remain valid for 120 days after date of tender opening prescribed by the Kenya Bureau of Standards, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Kenya Bureau of Standards as nonresponsive.
- 2.13.2 In exceptional circumstances, the Kenya Bureau of Standards may solicit the tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will neither be required nor permitted to modify its tender.

2.14 Format and Signing of the Tender

- 2.14.1 The tenderer shall prepare four sets (1 original and 3 copies) of the tender documents, clearly marking each "**ORIGINAL TENDER**" and "**COPY OF TENDER**," as appropriate. The copies must be separated whereby only the original will be opened. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and all copies of the tenders shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tender

- 2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:
 - a) be addressed to the Kenya Bureau of Standards at the address given in the *Invitation to Tender*.
 - b) bear, Tender number and name in the invitation to tender and the words: "**DO NOT OPEN BEFORE 24th December, 2019; 1200hrs EAST AFRICAN TIME**,"

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

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

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Kenya Bureau of Standards at the address specified in the invitation to tender not later than **24th December, 2019; 1200hrs EAST AFRICAN TIME**

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

2.17 Modification and Withdrawal of Tenders

2.17.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tender is received by the Kenya Bureau of Standards prior to the deadline prescribed for the submission of tenders.

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

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

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

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

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

2.18 Opening of Tenders

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

2.19 Clarification of Tenders

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

2.20 Preliminary Examination and Responsiveness

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

2.20.4 Prior to the detailed evaluation, the Kenya Bureau of Standards will determine the substantial responsiveness of each tender to the tender requirements. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the Tender requirements without material deviations. The Kenya Bureau of Standards' determination of a tender's responsiveness is to be based on the contents of the submitted tender without recourse to extrinsic evidence.

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

2.21 Conversion to a Single Currency

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

2.22 Evaluation and Comparison of Tenders

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

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

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

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

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

(a) Operational Plan.

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

(b) Deviation in payment schedule.

Tenderers shall state their tender prices for the payment on a schedule outlined in the special conditions of contract. Tenderers will be evaluated on the basis of this base price.

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tenders.

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

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

2.23 Contacting the Kenya Bureau of Standards

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

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

2.24 Award of Contract

Award Criteria

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

2.24.2 The Kenya Bureau of Standards reserves the right to accept or reject any tender and to annul the tendering process and reject all tenderers at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Kenya Bureau of Standards' action. If the Kenya Bureau of Standards determines that none of the tenderers is responsive, the Kenya Bureau of Standards shall notify each tenderer who submitted a tender.

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

2.25 Notification of award

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

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

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

2.26 Signing of Contract

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

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

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

2.27 Performance Security

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

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

2.28 Corrupt or Fraudulent Practices

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

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

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

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

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

2.1 Eligible tenderers

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

- i. The tenderer must be an inspection company legally registered to perform services required in this tender in Japan, United Kingdom and United Arab Emirates.
- ii. The tenderer must have the physical and technological infrastructure required to satisfactorily perform services required under this tender in Japan.
- iii. The tenderer shall demonstrate capacity, either singly or through subcontractor(s) to offer services required under this tender in, Japan, United Kingdom, United Arab Emirates, South Africa, Singapore and Thailand. In any of these countries where the tenderer proposes to use subcontractor/s, the subcontractor to be used by the tenderer must be a legally registered company, with physical and technological infrastructure to offer the inspection services.
- iv. The tenderer must have qualified personnel required for performing the required service as in KS1515:2019 in its tender document. In the countries where the tenderer proposes to use subcontractor/s, the tenderer must demonstrate that the subcontractor to be used has/have, competent personnel meeting the requirements for inspectors specified in KS1515:2019 in its bid document.
- v. The tenderer shall have the financial capability to perform the contract. The company must have handled an average annual turnover in motor vehicle road worthiness inspection of not less than US\$ 7 million for the last three years and shall not have filed for bankruptcy or be under receivership or undergoing legal proceeding for the aforementioned.
1. The Tenderer shall hold a valid Type A ISO/IEC 17020:2012 accreditation for inspection services. The scope of the accreditation shall meet the inspection requirements specified in KS 1515:2019. Coverage of accreditation scope to inspection of machinery, *mobile equipment, used spare parts, radiation detection and covers inspection centers* shall be an added advantage.
- vi. The tenderer shall not have had any contract terminated by KEBS because of deficiencies in the verification of conformity services, wrong doing by the tenderer or other similar deprecating causes in the last 10 years and must not be precluded from entering into contract with KEBS or the Government of Kenya as per the Act.

- vii. Except for client–provider relationships, the tenderer or its directors or associated companies shall not be associated with activities that may suggest or be deemed to be in conflict with the inspection or certification services. Such conflicts include but not limited to repair works, exportation, importation, shipping and logistics businesses.
- viii. The tenderer shall not be associated with another company proposing in this tender.
- ix. Both the tenderer and its legal representatives shall be free of any impediment to contract with the client.
- x. The tenderer shall have purchased this tender document.
- xi. The tenderer shall present a tender as specified in Section V, to provide the services requested herein.
 - i. The tenderer, their servant or agent shall not have offered any inducement to any personnel of Kenya Bureau of Standards.
 - ii. The successful tenderer shall provide the services for a period up to and including 02nd April 2021 (hereinafter referred to as the term) from the date of commencement specified in the Tender documents.

2.3.1 Contents of this Tender

The tender document comprises of the documents listed below

- a) Invitation to tender
- b) Instructions to tenderers
- c) General conditions of Contract
- d) Special conditions of Contract
- e) Schedule of Requirements
- f) Description of service
- g) Tender security form
- h) Performance security form
- i) Tender Form
- j) Contract Form
- k) Confidential Business Questionnaire
- l) Form RB 1
- m) Annexes 1-4 (Procedures for verification and certification of shipments)

2.7 Documents comprising the Tender

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

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

2.8 Tender Form

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

2.9 Tender Prices

The tenderer shall indicate proposed prices in accordance with requirement on clause 2.11.2 c (Financial tender)

2.10 Tender Currencies

2.10.1 Prices shall be quoted in United States Dollars

2.11 Tenderers Eligibility and Qualifications Documents

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

2.11.2. EVALUATION

The tenderer's tender evaluation shall consist of three parts: a) **Preliminary evaluation**, b) **technical evaluation** and c) **financial evaluation**.

a) PRELIMINARY EVALUATION

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

1. Copy of certificate of incorporation for the tenderer certified by a notary public.
2. A list of all directors giving, full name, passport number, nationality, email address and daytime telephone numbers for each director.
3. Copy of passport or identification for each of the listed directors.

4. Copy of current tax compliance certificate or equivalent document issued by the competent authority in the country where the company is registered. The certificate must be certified by a notary public.
 5. Organizational chart: The chart should clearly identify the persons responsible for (i) inspection management, (ii) ICT services, (iii) quality assurance/risk management and (iv) monitoring of subcontractors, where applicable, in provision of the tendered services.
 6. Copy/ies, certified by a notary public of licenses issued by the relevant Government authority to do business in Japan.
 7. Copy/ies, of licenses issued by the relevant Government authority issued either to the tenderer or in case of subcontracting to the subcontractor to do business in United Arab Emirates, United Kingdom , Singapore, Thailand and South Africa.
 8. Duly completed, signed and stamped Confidential Business Questionnaire.
 9. Evidence of current accreditation to ISO/IEC 17020:2012. - *Conformity assessment -- Requirements for the operation of various types of bodies performing inspection (Type A accreditation)*. The scope of accreditation must cover motor vehicle inspection requirements.
 10. Verifiable proof that the company has the financial strength to perform the contract. For the purpose of this tender, the company must have handled roadworthiness inspection of vehicles with a minimum annual turnover of USD seven (7) million for the last three years. Approved audited accounts for the last three years certified by a notary public.
 11. The tenderer shall also include a sworn statement made before a commissioner for oaths for the following:
 - i. That the company has not filed for bankruptcy or is not under receivership.
 - ii. That the company has not had any contract with KEBS terminated because of deficiencies in similar conformity assessment services, wrong doing by the company or other similar deprecating causes in the last 9 years.
 - iii. That, except for client-provider relationships the tenderer or its directors or associated companies is not associated with any business that may lead to a conflict of interest or with another company proposing in this tender.
- Note:** For purposes of this tender, businesses that may lead to a conflict of interest include but not limited to repair works, exportation, importation, shipping and freight logistics businesses.
- iv. That both the tenderer and its legal representatives are free of any impediment to contract with the Kenya Bureau of Standards or the Government of Kenya and are not in any material legal dispute.

v. That the tenderer has given full disclosure of its directors and associated companies for purposes of (iii) above.

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

13. Tender security.

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

b) THE TECHNICAL EVALUATION

The tenderer is required to provide the following information:

1. Evidence of Physical Presence and technical capacity to offer inspection services.

- i. Information on physical location and contact person:
 - Physical address, Fax/Email and Telephone of registered offices,
 - name, title and contact details of the person responsible for services being tendered.
- ii. A list of the inspection centers in each country giving the physical address of the center. **Note:** Attach a copy of title/proof of lease/tenancy agreement for inspection center and equipment certified by a notary public.
- iii. A list of equipment in each Center indicating name of equipment make model, serial number and function and whether owned or leased. **Note:** Attach a copy of evidence of lease/ownership certified by a notary public:

Note 1: The tenderers must provide information required above for Japan, United Kingdom, United Arab Emirates, South Africa, Singapore and Thailand.

2. Accreditation scope of ISO 17020:2012 for machinery, *mobile equipment, used spare parts, radiation detection and covers inspection centres.*

3. Experience gained by providing conformity assessment services to regulatory authorities.

- i. A brief description of similar conformity assessment contracts performed by the company for period of not less than three (3) years in the last 9 years including the name of regulatory authority/ies, nature of service provided and, duration of service provision.

- ii. Number of used vehicle units inspected for roadworthiness under those contracts.
- iii. Certified copies of award letters and testimonials or certificate of completion from the contracting regulatory authority giving the contact details of the contracting authority.

4. Qualifications and experience of the company's personnel

The tenderer must have qualified personnel required for performing the required service in Japan, United Kingdom, United Arab Emirates, Singapore, South Africa and Thailand, competent personnel meeting the requirements for inspectors specified in KS1515:2019 in its bid document

The tenderer should provide the following information:

- i. A schedule of all the personnel identified in the organization chart giving the following information: Full name, professional qualification and key responsibilities with respect to services to be provided under this tender.
- ii. Curriculum vitae for Technical Manager, Quality Assurance Manager, and Inspection supervisors. The CVs must be signed by the owners and certified by an attorney.
- iii. List of inspectors giving the names, date of employment, professional qualification, number of years served as an inspector and the center/s they serve.

Note: The tenderers must provide information required above for each of the countries. For cross border roles, clear reporting lines should be indicated.

5. The information communications technology resources

The tenderer must have an operational Information Communication Technology (ICT) system that is capable of fulfilling the following functions:

- i. Storage of all copies of Request for Certification (RFC), inspection reports, any documents used as criteria for certification including inspection reports, logbook/export certificates, photographic evidence of inspection and copies of certificates issued pursuant to the inspection.
- ii. To enable personnel designated by KEBS to view and download copies of documents used or generated pursuant to inspection activities under this tender.
- iii. Retrieve and send to or integrate with KEBS or any other entity as authorized by KEBS specified data relating to certifications undertaken by the successful tenderer in text, Excel or XML format as often as specified by KEBS.

6. Risk management system

The tenderer must provide the following information:

- i. A description of its risk management system detailing the following how the system is used for:
 - a) Risk identification.
 - b) Profiling vehicles/shipments based on risks associated with country, vehicle types, and trade parties.
 - c) Providing mitigating measures to prevent exportation of non-conforming vehicles/ shipment.
- ii. Evidence of interventions arising from the predetermined risk profile that were successfully prevented shipment of non-conforming vehicles in the last three years.

7. Professional Membership.

The tenderer should attach a certified copy of a membership to a professional body/association regulating the conduct of inspection bodies.

c) FINANCIAL EVALUATION

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

1. The proposed inspection fees as a percentage of the fob value of the value of spare parts shipments subject to a maximum 0.75% of fob. The inspection fee quoted above is further subject to a minimum of **two hundred and sixty-five United States Dollars (USD 265)** and a maximum of two thousand seven hundred **United States Dollars (USD 2700)**.
2. The proposed motor vehicle inspection cost (inspection fee) in United States Dollars charged to the exporter for the inspection services provided per motor subject to the following maximum fees:
 - Japan: USD 155
 - UK: USD 225
 - UAE: USD 192
 - South Africa: USD 225
 - Thailand: USD 250
3. The royalty fee the tenderer proposes to remit to KEBS on a monthly basis subject to a minimum of 31% of income obtained from inspection of spare parts.

4. The royalty fee the tenderer proposes to remit to KEBS on a monthly basis subject to a minimum of USD 43 per vehicle of income obtained from the inspection activities.

2.12 Tender Security

2.12.2 Tenders must be accompanied by Tender Security of United States Dollars **200,000** in accordance with clause 2.12.3 below. The format of the tender security is as specified in the Tender Security Form **(30 days beyond the tender validity period.)**

2.12.3 The tender security shall be denominated in United States Dollars and shall be in the form of: a) Cash
b) A bank guarantee from international recognized institution
c) Letter of credit

2.13 Validity of Tenders

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

2.14 Method and Form of Presentation of Tender/s

2.14.1 Tenders and all attached documents shall be written in English, except for submitted company brochures and publicity materials, which can be expressed in the original language and shall be accompanied by English translations.

2.14.2 Tenders shall be presented in **one original** and **three copies**, each set enclosed in the envelopes as described below.

2.14.3 The outer envelope of the original shall be clearly marked “**Original**” while the outer envelope of the each of the copies shall be clearly marked “**Copy**”. The financial and the technical proposals shall be presented in two separate envelopes clearly marked:

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

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

Envelope “A “ - Technical proposal, tender security and qualification documents listed in 2.10.2 (a) above

Envelope “B” - Financial proposal

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

Together, these two envelopes shall be placed in one outer envelope clearly marked:
Tender No. KEBS/T010/2019-2021 Pre-export Verification of Conformity to Standards Services AND addressed to: -

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

“DO NOT OPEN BEFORE 1200hrs (East African Standard Time) on 24th December 2019”

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

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

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

2.16

As provided in 2.16 of the *Instruction to Tenders* 2.17

As provided in 2.17 of the *Instruction to Tenders* 2.18

As provided in 2.18 of the *Instruction to Tenders*

2.19

As provided in 2.19 of the *Instruction to Tenders* 2.20

As provided in 2.20 of the *Instruction to Tenders*

2.21

As provided in 2.21 of the *Instruction to Tenders*

2.22 Evaluation and Comparison of Tenders

In order to be evaluated, tenders shall satisfactorily include the tender security specified in Clause 2.12, the documentation specified in Clause 2.10.2 (a) and fulfilling the requirements specified in Clause 2.1

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

The evaluation process shall be confidential.

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

2.22.1 Criteria for Evaluation of Technical Proposals

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

Tenderers who do not receive at least 65 points out of the maximum 80 points in the evaluation of their technical proposals shall be disqualified and their financial proposals returned unopened.

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

1	<p>Tenderer's presence and location, to provide Inspection services in</p> <ul style="list-style-type: none"> ▪ United Kingdom – Two (2) centres. ▪ Japan- Twenty (14) centers ▪ United Arab Emirates - One (1) center ▪ Thailand - One (1) center ▪ South Africa-One (1) center ▪ Singapore – One (1) center 	<p>•Copy/ies of Title/lease/tenancy agreement for inspection center certified by an attorney – 0.5 Marks for each center.</p> <p>Availability of inspection equipment required to test all parameters specified in KS 1515 and radiation 0.5 marks for each center. Bidders to score only where equipment in the Center cover ALL the requirements of KS1515:2019.</p> <p>Evidence of ownership or lease of the inspection equipment - 1 mark in each Center. (Evidence for ownership shall be by way of purchase documents, for lease by way of lease contracts)</p>	40
2	<p>Additional scope in accreditation to ISO 17020:2012.</p>	<p>Covers machinery and equipment –1 Mark</p> <p>Covers radiation inspection – 1 Mark</p> <p>Covers inspection centres- 2 Marks</p>	4
3	<p>The tenderer's experience in providing roadworthiness inspection for vehicles of similar magnitude on behalf of regulatory authorities.</p>	<ul style="list-style-type: none"> • Certified copies of letters of award, testimonials or certificate of completion of roadworthiness inspection contract. with contact information from regulatory authorities. 0.5mark for each max four contracts - • Total number of vehicles inspected for roadworthiness under the contracts per year in all the contracts: if more than 60,000 units– 3 marks 	5

4	Qualifications, competence and experience of personnel to be utilized in inspection services.	<ul style="list-style-type: none"> Evidence of Diploma in automotive engineering (or its equivalent) and driving license for inspectors – 0.5 mark per center Evidence of five-year experience for at least 20 inspectors - 5 subject to centers per country provided in 1 above. Evidence of qualification competence and experience of personnel performing supervisory tasks. 2 marks 	15
5	<p>The tenderer shall describe information communications technology resources and demonstrate how it will deploy the resources to achieve the following objectives:</p> <ul style="list-style-type: none"> storage of records and documents resulting from conformity assessment activities Process inspections and retrieve for transmission COR/COC data in text, Excel and XML format. Enable the client's designated personnel to view records of inspection/certification A reference site should be provided for verification of the ICT system. (The tenderer to provide any access credentials and password required for verification) 	<ul style="list-style-type: none"> Evidence of database capable of storage of records and documents resulting from inspection activities. Tenderer to provide graphical representation of the system architecture and the name of the database management system) – 1 mark Evidence of ability to retrieve and transmit data (Tenderer to provide workflow diagram/s, instructions with screenshots for application for, inspection, processing of inspection and generating COC/COR data in text, Excel and XML format - 5 marks Enable the client's designated personnel to view and download records of inspection/certification. - 2 marks 	8

6	<p>A detailed description / demonstration of the Risk Management system employed by the company in conformity assessment and how the system will be used to assist inspection services being proposed.</p> <p>A reference site should be provided for verification of the Risk Management System capacity. (The tenderer to provide any access credentials and password required for verification)</p>	<p>A description of how risks are identified, profiled based on country, vehicle types, and trade parties and mitigated/treated (1 mark)</p> <p>Evidence of on ICT based Risk Management System – 2 marks</p> <p>Brief explanation supported by copies of roadworthiness inspection documents for consignments whose shipment was prevented following successful profiling in the last 3 years 1 mark for each case up to 3 Marks</p>	6
7	Professional Membership	<p>Attach a certified copy of a membership certificate to a professional body/association regulating the conduct of inspection bodies – 2 marks</p>	2
	Total Marks		80

Each responsive bid shall be given a Technical Score (TS) which will be the actual marks out of the maximum of eighty.

2.22.2 Criteria for Evaluation of Financial Proposals

Formula for Determining the Financial Score:

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

1. The percentage of the fob proposed by the tenderer to be paid by the exporter as fees for inspection of spare parts subject to the maximum allowable percentage of 0.75% of fob:

The financial score for the fee charged is given by $F(1) = F_x/F_y \times 100$

Where

$F(1)$ is the score for inspection fee (spare parts)

F_x is the lowest proposed inspection fee amongst the responsive tenderers
 F_y is the proposed inspection fee by the tenderer

2. The fee proposed by the tenderer to be paid by the exporter as fees for inspection of used vehicle and other equipment subject to the maximum.

The financial score for the fee charged is given by $F(2) = F_x/F_y \times 100$

Where:

$F(1)$ is the score for inspection fee (spare parts)

F_x is the lowest proposed inspection fee amongst the responsive tenderers

F_y is the proposed inspection fee by the tenderer

Total score for inspection fee shall be given by:

$$F3 = [F(1) + F(2)/2] \times 10$$

Maximum: 10 Points

Note: Any fee above the maximum, allowable shall be deemed non responsive.

3. The share of the fee in (1.) above that the tenderer proposes to remit to the Kenya Bureau of Standards on a monthly basis as royalties for the program's administration. Formula for financial score for royalty fee $F4 = f_{ry}/f_m \times 100$
Where; f_{ry} is the proposed royalty by the tenderer f_m is the highest proposed royalty amongst the tenderers.

Maximum: 10 Points

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

The completed tender form must duly be stamped and signed

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

$$\text{Final Financial Score } F(t) = F3 + F4$$

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

2.22.3 Determination of Successful tenderer/s

KEBS shall award the tender to the tenderer/s with the highest financial score up to a maximum of 4 tenderers who meet the minimum technical score.

SECTION III GENERAL CONDITIONS OF CONTRACT**3.1 Definitions**

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

- a. “The contract” means the agreement entered into between the Kenya Bureau of Standards and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b. “The Contract Price” 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 Kenya Bureau of Standards under the Contract.
- d. “The Kenya Bureau of Standards” 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

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

3.4 Patent Right's

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

3.5 Performance Security

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

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

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

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

3.6 Inspections and Tests

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

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

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

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

3.7 Payment

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

3.8 Prices

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

3.9 Assignment

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

3.10 Termination for Default

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

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

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

3.11 Termination for Insolvency

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

3.12 Termination for convenience

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

3.13 Resolution of disputes

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

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

3.14 Governing Language

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

3.15 Force Majeure

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

3.16 Applicable Law

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

3.17 Notices

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

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

SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

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

Reference of general conditions of contract	Special condition of contract

3.1	<p>“FOB” means Free on Board;</p> <p>“Foreign Currency” means any currency other than the currency of the Republic of Kenya;</p> <p>“Government” means the Government of Kenya;</p> <p>“Local Currency” means the currency of the Republic of Kenya;</p> <p>“COC” means Certificate of Conformity;</p> <p>“NCR” means Non-Conformity Report;</p> <p>“Party” means the Client or the Contractor, as the case may be, and “Parties” means both of them;</p> <p>“Performance Security” means the amount deposited by the contractor to guarantee the quality of the services as specified in clause 4.2;</p> <p>“Personnel” means persons hired by the contractor or by any subcontractor whether or not as employees and assigned to the provision of the services and performance of the contractor’s obligations set out herein or any part thereof;</p> <p>“Tender” means the document submitted by the contractor to the client, detailing the contractor’s abilities and plan for meeting the client’s needs;</p> <p>“Subcontractor” means any person or entity to whom/which the contractor subcontracts any part of the services in accordance with the provisions of clause 4.9;</p> <p>“Third Party” means any person or entity other than the client, the contractor or a subcontractor</p> <p>“WTO” means World Trade Organization;</p>
	<p>“TBT” means Technical Barriers to Trade;</p> <p>“ISO” means International Organization for Standardization;</p>
3.16 Applicable law	Laws of Kenya.

3.17 Notices	Managing Director Kenya Bureau of Standards P.O. Box 54974-00200 Popo Road Off Mombasa Road Behind Bellevue Cinema NAIROBI. Email: info@kebs.org Fax: 604031.
Bid security	USD 200,000 30 days beyond the tender validity period. (150 DAYS)
3.5.1 Performance security	Shall be 5 % of the tender price.
3.7 Payment	As in 3.7
3.9 Price adjustment	No price changes shall be allowed.

SECTION V SCHEDULE OF REQUIREMENTS

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

5.1 Performance Security

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

5.2 Inspection/Verification Services

5.2.1 The contractor shall undertake inspection for motor vehicle, other equipment and used spare parts for motor vehicles as described in this tender (*Description of services*) and any amendment thereto as shall be approved by KEBS.

- 5.2.2 Failure to provide services in a country where the tenderer has been contracted to provide the service shall attract a penalty equivalent to 15% CIF and a minimum of USD 5000 for each instance the tenderer fails up to a maximum of 5 times. Solicitation by the tenderer of extra charges from the exporter/importer for cross border transport and accommodation of inspectors shall be construed as failure to provide services. Failure to provide services for more than 5 times within six months shall be deemed as a breach of contract.
- 5.2.3 Where applicable, as outlined in inspection procedures the contractor shall, in liaison with the exporter, schedule and perform the physical inspection three (3) working days upon receipt of the duly completed Request for Certification form and other relevant documentation from the exporter unless a later date is requested by the exporter in writing.
- 5.2.4 Failure to meet set timelines shall attract a penalty equivalent to ten times the verification fees charged or chargeable by the contractor.
- 5.2.5 Where a consignment has met all applicable requirements, the contractor shall issue an electronic certificate containing information and features as specified by KEBS within two (2) working days of receipt of final documentation and meeting payment terms from the exporter/importer for sea bound cargo and one (1) working day for airfreight. PDF versions of the certificates shall be submitted to KEBS at the end of each month.
- 5.2.6 Where the exporter/importer desires a paper version of the certificate of conformity, the successful tenderer shall provide the paper certificate provided the certificate contains a means of verification of authenticity.
- 5.2.7 The Contractor shall issue a Non- Conformity Report (NCR) in the medium and format to be specified by the client where the verified consignment fails to comply with the standards, specifications or any requirement notified by the Client within two (2) working days of identifying the non-conformity.
- 5.2.8 Failure to meet set timelines with regard to issuance of CoC/NCR shall attract a penalty equivalent to ten times the verification fees charged or chargeable by the tenderer.
- 5.2.9 Failure to comply with set timelines for more than 5% of all shipments handled per month shall be deemed as a breach of contract.
- 5.2.10 Issuance of a CoC/COR for non-conforming shipment shall attract a penalty equivalent to ten (10) times the verification fees charged or chargeable by the contractor for the consignment in which such product is shipped.
- 5.2.11 The contractor shall in the course of their work done under this tender take into account any legal or regulatory requirement as notified by KEBS.
- 5.2.12 Issuance of a CoC /COR to a shipment in disregard of such a notification shall attract a penalty of ten (10) times the fees charged or ought to be charged by the tenderer.
- 5.2.15 The tenderer must have an ICT system that is capable of fulfilling the following functions:
- i. Storage of all copies of Request for Certification, inspection reports, test reports, registration/licensing evaluation reports and any documents used as criteria for certification.

- ii. It shall also maintain records with respect conformity assessment activities undertaken under this tender and fees paid and shall make such records accessible to KEBS through the online system.
- iii. To enable KEBS designated personnel to view and download copies of such documents.
- iv. Retrieve and send to KEBS records of certifications undertaken by the successful tenderer in text, Excel or XML format as often as specified by KEBS

5.2.16 Only documents accessed through the system shall be deemed as having been considered with regard to a certification decision by the tenderer.

5.2.17 Failure to provide any of the services listed in 5.2.15 over a continuous period exceeding one week shall be deemed as breach and may lead to termination of the contract for service at KEBS' discretion.

5.2.18 The Contractor shall provide information within their knowledge to the KEBS regarding any violation of Kenya laws and illegal cargo bound for Kenya.

5.2.19 The Contractor shall cooperate with KEBS to facilitate monitoring of its conformity assessment activities provided under this tender and shall provide required information to KEBS to facilitate such monitoring.

5.2.20 KEBS shall schedule annual operational audits in up to four countries and annual financial audit at the tender's financial reporting center. The first audit shall be within six (6) months after commencement of service and subsequent audits will take place on such dates as will be specified by KEBS subject to issuance of a minimum of thirty (30) days' written notice to the successful tenderer. Up to three officers appointed by the Client shall perform each audit, which shall be funded as follows:

- i. Travel from Kenya to the port of entry shall be paid for by the KEBS.
- ii. Boarding, subsistence for up to seven days and travel expenses within the country where the audit takes place shall be paid for by the Contractor.

5.2.21 At the discretion of KEBS, failure to cooperate with audit requirement may lead to termination of the contract.

5.2.22 The Contractor shall seal full load containers upon inspection as notified by KEBS. The seal number shall be indicated in the Certificate of Conformity.

5.2.23 Failure to seal a container as notified by KEBS shall attract a penalty of 10 times the fees charged or ought to be charged by the tenderer.

5.2.24 The Contractor shall implement an effective risk-management system to support certification services provided. The system should enable profiling of risks associated with shipments and provide sufficient controls to mitigate against the risks.

5.3 Use of Standards

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

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

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

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

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

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

5.4 **Verification fees**

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

5.4 **Remittances to KEBS**

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

5.5 **Subcontracting of PVoC Services**

5.5.1 The Contractor may subcontract physical inspection in countries provided the Contractor provides evidence that the body subcontracted has the requisite qualifications specified in this tender to do so.

5.5.2 The contractor shall not terminate any subcontractors submitted for evaluation (under clause 5.5.1) leading to award of tender without prior notification to KEBS who shall give consent in writing after evaluating the suitability of the replacement.

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

5.6 Personnel

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

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

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

5.8 Performance of the contractor

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

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

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

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

SECTION VI DESCRIPTION OF SERVICES

6.1 General Information

6.1.1 Introduction

Kenya Bureau of Standards offers pre-export inspection of used vehicles, equipment and used spare parts for vehicles to determine conformity to the requirements of the KS 1515:2019 - Kenya Standard Code of Practice for Inspection of Road Vehicles and other standards as applicable.

The inspection service is offered through appointed inspection company in Japan, United Kingdom, United Arab Emirates, Thailand, Singapore and the Republic of South Africa.

This is a mandatory inspection carried out pursuant to the provisions of legal Notice 127 of 2018 and importers of used vehicles coming from the mentioned countries are required to demonstrate conformity to the standard before shipment.

Under PVoC regime used vehicles, specified used equipment and used parts are required to undergo inspection at country of supply (exporting) and a Certificate of Roadworthiness (COR) or Certificate of Conformity (CoC) issued as applicable to demonstrating conformity to applicable standards and regulations. Where the item under inspection fails to meet the approved specifications, a Nonconformity Report (NCR) shall be issued and such goods shall not be allowed for importation into Kenya.

The conformity assessment elements undertaken include but are not limited to physical inspection prior to shipment and documentary check of conformity to regulations and ownership.

The purpose of this tender is to recruit qualified company/ies to provide Pre-Export Verification of conformity Services for used vehicles, equipment and used spare parts on behalf of the Kenya Bureau of Standards ("The Client").

6.2 Determination of Conformity

6.2.1 Certification services shall be provided for used road vehicles, agricultural tractors, earthmoving equipment and other off-road mobile equipment as specified by KEBS. Tenderers are notified that KEBS reserves the right to amend the list of items to be certified and requirement for certification at any time during the term when services under this contract are being provided.

6.2.2 Determination of roadworthiness for used vehicles shall be undertaken in line with the procedure attached as Annex 1.

6.2.3 Determination of conformity for used machinery, and used parts shall be undertaken in line with the procedure attached as Annex 3 and the respective standards.

6.3 Countries where certification will be done under this tender

Certification under this tender shall be done in Japan, UK, United Arab Emirates, South Africa, Singapore and Thailand

The table below gives the number of vehicles inspected from countries from March 2015 to September 2017 for guidance.



Kenya Bureau of Standards

Country	Number of Vehicles (Including agricultural tractors, bulldozers and other off-road vehicles)
JAPAN	259,045
UK	15,161
UNITED ARAB EMIRATES	2,230
REPUBLIC OF SOUTH AFRICA	1,901
THAILAND	1,938



SECTION VI: STANDARD FORMS

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



Kenya Bureau of Standards

TENDER FORM

Date _____

RFP No. _____

To.....

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

Gentlemen and/or Ladies:

1. Having examined the Tender documents including addenda Nos.....[Insert numbers] which is hereby duly acknowledged, we, the undersigned, offer to provide
.....
.....
.....[description of services] in conformity with the said tender documents for the sum of[total amount in words and figures]
2. We undertake, if our tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our tender is accepted, we will obtain the Performance Security in a sum equivalent to **5 percent** of the tender price for the due performance of the contract, in the form prescribed by Kenya Bureau of standards.
4. We agree to abide by this Tender for period of **120 days** from the date fixed for tender opening in the Instructions to Tenderers and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal contract is prepared and executed, this tender , together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

Dated this _____ day of _____ 20_____

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

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			



Kenya Bureau of Standards

.....	Registration	Certificate	No.
.. Maximum value of business which you can handle at any one time – USD.			
.....	Name	of	your bankers
.....			
.....			
.....			
Branch			
.....			
.....			

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



TENDER SECURITY FORM

Whereas[name of the tenderer]
(Hereinafter called “the tenderer”) has submitted its tender
dated.....[date of submission of tender] for the provision of

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

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

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

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

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

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its tender during the period of tender validity specified by the tenderer
on the Tender

Form; or

2. If the tenderer, having been notified of the acceptance of its Tender by the Kenya Bureau of
Standards during the period of tender validity:

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

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

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

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

[signature of the bank]

(Amend accordingly if provided by Insurance Company)



PERFORMANCE SECURITY FORM

To: Kenya Bureau of Standards

WHEREAS.....(name of tenderer)

(hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20____ to supply.....

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

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

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

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

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

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

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

This guarantee is valid until the _____ day of 20_____

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date] (Amend accordingly if provided by Insurance Company)

BANK GUARANTEE FOR ADVANCE PAYMENT

To.....

[name of tenderer].....

Gentlemen and/or Ladies:

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

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

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

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



Kenya Bureau of Standards

.....[bank or financial institution], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Kenya Bureau of Standards on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding

[amount of guarantee in figures and words].

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]



Kenya Bureau of Standards

LETTER OF NOTIFICATION OF AWARD

Address of Kenya Bureau of Standards

To: _____

RE:RFPNo._____

RFPName_____

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

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

(FULL PARTICULARS)

SIGNED FOR ACCOUNTING OFFICER



FORM RB 1
REPUBLIC OF KENYA PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Kenya Bureau of Standards*)
ofdated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED

Board Secretary

CONTRACT FORM

THIS AGREEMENT made the day of [month], [year] 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 the PVOC services and has accepted a tender
by the



tenderer for the supply of the services in the sum of _____
[contract price in words in figures] (hereinafter called
“the Contract Price”).

NOW THIS AGREEMENT WITNESSTH 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 Details of PVOC services
- (d) the General Conditions of Contract
- (e) the Special Conditions of Contract; and
- (f) the Procuring Entity’s Notification of Award

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

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

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

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)

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



TITLE:	
PROCEDURE FOR INSPECTION OF USED MOTOR VEHICLES AND OTHER USED MOBILE EQUIPMENT	NO. OF APPENDICES:
	NONE
AUTHORIZATION: This procedure is issued under the authority of:	
Kenya Bureau of Standards	DATE: 28-11-2019

1.0 PURPOSE

This procedure prescribes the process of inspecting used vehicles and other mobile equipment under the PVoC program.

2.0 SCOPE

This procedure applies to inspection of road vehicles, used trailers, bulldozers, agricultural tractors, excavators, graders and other off-road mobile equipment coming from UK, Japan, UAE, Singapore and South Africa.

This procedure provides the logical steps to be followed during inspection criteria for conformity shall be drawn from the applicable standards.

3.0 ABBREVIATION AND ACCRONYM

3.1 COC - Certificate of conformity.

3.2 COR – Certificate of Roadworthiness

3.3 NCR – Non Conformity Report.

4.0 REFERENCES

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

4.1 ISO 9001:2015, Quality Management systems –Requirements

4.2 Legal notice no. 127 of 2018

4.3 Standards Act, Chapter 496 of the Laws of KENYA

4.4 ISO/IEC 17020:2012

5.0 PRINCIPAL RESPONSIBILITIES

5.1 The HOD Inspections is responsible for authorizing this procedure.

5.2 The Manager – PVoC shall be responsible operational adequacy and maintenance of this procedure.

5.3 PVoC agents shall be responsible implementation of this procedure.

6.0 PROCEDURE DETAILS

6.1 *Submission of Request for Inspection (RFC) by the Exporter*

The exporter shall complete and submit RFC form (to be availed by the Inspections Company) to the respective IC office together with the following information/documentation;

- i. UCR Number (*where applicable*)
- ii. Proforma/commercial invoice/ ownership document/Export certificate(logbook) (*mandatory as applicable*)
- iii. Packing list (mandatory for spare parts)
- iv. Import Declaration Form (IDF) – (where applicable)
- v. Copy of product technical specification/ service report from the exporter (if available)
- vi. Manual/ operating instructions (where applicable)

6.2 *Review of RFC/ Documentation by the PVoC Agent.*

6.2.1 The PVoC Agent shall review the application and confirm the following:

6.2.3 The amount of money payable for the inspection services as provided under the contract. The PVOC agent shall proceed to the secure the payment from the exporter before proceeding further.

6.2.3 The PVOC agent shall undertake authenticity of the logbook/export certificate or other proof of ownership provided with the issuing authority.

6.2.4 The PVOC agent shall confirm that the vehicle/equipment meets the statutory requirements for exportation to Kenya. For used vehicles, following requirements must be complied with before further inspection can proceed:

- i. The vehicle must be Right Hand Drive
- ii. the vehicle must be less than 8 years from the year of first registration.
- iii. The difference between manufacture and registration must be less than one year.

6.2.5 The PVoC agent shall communicate the outcome of the review of the documentation and schedule for physical inspection of the vehicle/equipment which should be within three working days unless the exporter prefers a later date.

6.3 *Physical Inspection by the Appointed Inspector*

6.3.1 Physical Inspection shall only be undertaken for vehicle that have met the preliminary requirements under clause 3.

6.3.2 It is the responsibility of the PVoC agent to ensure that all safety requirements before and during inspection for both the vehicles and the personnel are complied with.

6.3.3 For vehicles/equipment being exported from Japan and United Arab Emirates The PVoC Agent shall undertake first the radiation inspection. A vehicle with a detected level of radiation that exceeds the allowed limit shall be disqualified and an NCR issued.

6.3.4 The PVoC agent shall confirm the validity of odometer reading for used road vehicles and any evidence of odometer tampering shall result in automatic disqualification and the PVoC agent should issue an NCR.

6.3.5 The PVoC agent shall inspect used road vehicles for evidence of conversion of steering side and any evidence of conversion shall result in automatic disqualification and the PVoC agent should issue an NCR

6.3.6 For vehicles/equipment which have met the requirements of clauses 6.3.3, to 6.3.5, the PVoC agent shall proceed undertake physical inspection according to the applicable standard.

6.3.7 Where a vehicle/equipment fails to meet the requirement of the standard with respect to a repairable defect, the PVoC agent shall issue an inspection report advising the exporter of the failure/s. Issuance of the final certificate shall be deferred.

6.3.8 The exporter of a vehicle/equipment whose certification has been deferred under clause 6.3.7 shall be given a period of 28 within which to rectify the defect and return the vehicle for re inspection.

6.3.9 The PVoC agent shall notify KEBS in the prescribed format of all vehicles/equipment that have failed respective requirements after this first inspection within 48 hours.

6.3.10 Re inspection fees shall be applied as follows:

- No fees are applicable if the vehicle is re inspected before 14 days after the initial inspection.
- Vehicles re inspected after from the 14th day to 28th day (Both days inclusive) the exporter will be charged half the inspection fees.
- Re-inspection done after the 28th Day shall be treated as a new inspection order and full payment will be required.

6.4 *Issuance of the Final Certification Documentation (Certification Decision) by the PVoC Agent*

Based on the inspection report (clause 4) and the PVoC Agent shall take a certification decision and issue Certificate of Roadworthiness for vehicles, Certificate of Conformity (other equipment) or a Non Conformity Report within 2 working days of receipt of the final invoice and any other.

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

6.5 *Notification of Certification Decision to KEBS*

The PVoC agent shall notify KEBS of the certification decision within one working day after issuance of the final certification document.