



RE-TENDER FOR PROCUREMENT OF COMMUNICATIONS SUPPORT SERVICES

**TENDER NO
KEBS/T037/2017/2018**

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SECTION A: INVITATION TO TENDER

TENDER NO. KEBS/T037/2017/2018 RE-TENDER FOR PROCUREMENT OF COMMUNICATIONS SUPPORT SERVICES

Kenya Bureau of Standards (KEBS) invites tenders for provision of Communications support Services. Tender documents detailing the requirements may be obtained from the **Procurement Office at KEBS Centre, Popo Road, Off Mombasa Road, Behind Bellevue Cinema Nairobi**, on normal working days between **8.30 a.m and 4.00 p.m** or downloaded be downloaded from **KEBS website: www.kebs.org** upon payment of a non refundable fee of **Kenya Shillings One Thousand (Kshs. 1,000)** payable in cash or bankers' cheque.

Completed tender documents in plain sealed envelopes clearly marked "**KEBS/T037/2017/2018: RE-TENDER PROCUREMENT OF COMMUNICATIONS SUPPORT SERVICES**" should be addressed and delivered to:

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

Or be deposited in the Tender Box at **KEBS Centre Main Reception** marked "**TENDER BOX**" so as to be received on or before **10.00 am on Tuesday 12th June, 2018**

Tender opening will be carried out immediately thereafter at the **KEBS Centre Conference Room**.

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

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

MANAGING DIRECTOR

SECTION II: INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below.

- i) Instructions to tenderers
- ii) General Conditions of Contract
- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Details of service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form

- xi) Performance security form
- xii) Principal's or Manufacturers Authorization form
- xiii) Declaration form

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

2.4 Clarification of Documents

2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"

2.4.2. The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.5 Amendment of documents

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

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

2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of tender

- 2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Documents Comprising the Tender

The tender prepared by the tenderer shall comprise the following

Components:

- (a) A Tender Form and a Price Schedule completed in Accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

- 2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.10 **Tender Currencies**

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

2.11 **Tenderers Eligibility and Qualifications.**

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

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

2.12 **Tender Security**

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

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

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

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

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

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

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

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

2.12.7 The tender security may be forfeited:

(a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or

(b) In the case of a successful tenderer, *if* the tenderer fails:

(i) to sign the contract in accordance with paragraph 30 or (ii) to furnish performance security in accordance with paragraph 31.

(c) If the tenderer rejects, correction of an error in the tender.

2.13 **Validity of Tenders**

2.13.1 Tenders shall remain valid for **120 days** or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 **Format and Signing of Tender**

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

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

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

2.15 Sealing and Marking of Tenders

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

(a) Be addressed to the Procuring entity at the address given in the invitation to tender

(b) Bear, tender number and name in the invitation to tender and the words: **“DO NOT OPEN BEFORE 10.00 am on Tuesday 12th June, 2018.”**

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

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later **10.00 am on Tuesday 12th June, 2018**

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

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

2.17 Modification and withdrawal of tenders

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

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

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

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

2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

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

2.18 Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderer's Representatives who choose to attend, on **10.00 am on Tuesday 12th June, 2018.** and in the location specified in the invitation to tender. The tenderers representatives who are present shall sign a register evidencing their attendance.

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

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

2.19 Clarification of tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders the procuring entity may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the procuring entity in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

2.20 Preliminary Examination and Responsiveness

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

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

2.22 Evaluation and comparison of tenders.

- 2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20.

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

2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a) Operational plan proposed in the tender;

(b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

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

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

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

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

EVALUATION CRITERIA

EVALUATION CRITERIA

A	EVALUATION CRITERIA FOR KEBS COMMUNICATIONS AGENCY	WEIGHT
1	Relevant Experience for Assignment	40
a	Registration by the Public Relations Society of Kenya	5
b	Number of successful Communications campaigns/projects in the last five years. Provide names and address of client, contact persons for each assignment (Each Assignment carries one point)	10
c	Technical capacity, resources available for the two year contract (Development and implementation of communication strategy (with both PR & Digital), media monitoring, creative, Media relations and advocacy – print, digital and editorial content, stakeholder engagement, production capability- audio, visual, digital and policy)	15
d	Number of years in experience in 360 Communication – PR and digital, advertising, international affiliation to international Advertising agencies	5
e	Other related 360 communications support you have provided in the past five years preferably to a Ministry, Department or Government agency	5
2	Methodology and Approach	30
a	Understanding of the ToRs -Conformity to the ToRs -Consultant's initiatives in comments on the ToRs	5 5
b	Appropriateness of Methodology and Work Plan - Completeness of description of Methodology - Demonstrated workable communication solutions	5 5
c	Project schedule, manning, allocation of proposed staff	10
3	Human Resource Capacity	30
a	Team leader PR & Digital: Demonstrable excellence in communication with experience exceeding 10 years, University degree, Diploma in PR, Journalism,	10

	<p>Communication, Member of Public Relations Society of Kenya</p> <p>Duration with the firm</p> <p>Experience in PR for government agencies, ministries or development partners (attach detailed CV)</p> <p>Team leader Advertising: Demonstrable excellence in communication with experience exceeding 10 years, University degree, Diploma in PR, Journalism, Communication</p> <p>Duration with the firm</p> <p>Experience in PR for government agencies, ministries or development agency (attach CV and advertising portfolio)</p>	
b	<p>Other Key staff: University degree, Diploma in PR, Journalism, Member of Public Relations Society of Kenya</p> <p>Minimum 5 years' experience</p> <p>Positions held, duration with the firm and experience working with Government entities</p>	15
c	<p>Confirmation that the team will be available throughout the duration of the assignment</p>	5
TOTAL MARKS		100

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

A) Technical Evaluation

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

Total Technical Score: **100 Marks**

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

B) Financial Evaluation

The firms that will score a minimum of 70% in the Technical evaluation will have their Financial Proposals opened. The firm that will submit the responsive Financial Proposal will be considered for award.

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

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

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in public procurement

2.23. **Contacting the procuring entity**

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

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

2.24 **Award of Contract**

a) **Post qualification**

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

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

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

b) **Award Criteria**

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

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

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

2.25 Notification of award

2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

2.26 Signing of Contract

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

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

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

2.27 Performance Security

2.27.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

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

2.28 Corrupt or Fraudulent Practices

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

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

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

Appendix to instructions to tenderers

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

Instructions to Tenderers	Particulars of appendix to instructions to tenderers
2.1	The tender is for all eligible and qualified firms and the successful tenderer shall be required to provide public relations services
2.11	Your proposal should be submitted with the following information: - A) <u>Mandatory Documents:</u> i) Certificate of Registration/Incorporation ii) Valid Tax Compliance certificate from Kenya Revenue Authority iii) Dully completed Confidential Business Questionnaire (MUST be filled and signed by authorized signatory) iv) Valid certificate of registration with Public Relations Society of Kenya (PRSK) v) Dully completed form of tender to be placed in the financial proposal envelope.
2.12	Tenderers must provide a tender security of 2% from a reputable bank or reputable insurance company recognized by the Public Procurement Oversight Authority), cash or letter of credit valid for 150 days

2.13.	The tender shall be prepared in two envelope system. Technical and Financial proposal. The Technical Proposal shall be placed in a sealed envelope clearly marked “ TECHNICAL PROPOSAL ,” and the Financial Proposal in a sealed envelope clearly marked “ FINANCIAL PROPOSAL ” and warning: “ DO NOT OPEN WITH THE TECHNICAL PROPOSAL ”. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall indicate “ KEBS/T037/2017/2018 – Procurement of Communication Support Services
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SECTION III GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

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

3.3 Standards

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

3.5 Patent Right's

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

3.6 Performance Security

Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the

performance security where applicable in the amount specified in Special Conditions of Contract.

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

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

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

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

3.7 **Inspections and Tests**

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

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

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

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

3.8 **Payment**

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

3.9 **Prices**

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

3.10 **Assignment**

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

3.10 **Termination for Default**

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

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

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

3.12 **Termination of insolvency**

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

3.13 **Termination for convenience**

- 3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 **Resolution of disputes**

The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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

3.15 **Governing Language**

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

3.16 **Force Majeure**

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

3.17 **Applicable Law.**

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

3.18 **Notices**

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

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

SECTION IV SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract, 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.

General Conditions of contract reference	Special conditions of contract
3.6	Performance security in the format provided in the standard document equivalent to 10% of the total annual contract and shall be valid for a period of One year from the time of contract commencement.
3.8	Payment will be made as and when satisfactory service has been rendered
3.14	The dispute resolution will be referred to the Chartered Institute of Arbitrators.
3.18	Indicate addresses of both parties KENYA BUREAU OF STANDARDS P.O. BOX 54974 – 00200 POPO ROAD OFF MOMBASA ROAD

SECTION V – DESCRIPTION OF SERVICES

Terms of Reference for a 360 – Corporate Communications Agency

1. Background

About Kenya Bureau of Standards

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

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

Mandate:

The Mandate of Kenya Bureau of Standards as defined by the Standards Act, Chapter 496 of the Laws of Kenya is *inter alia*:

- (a) To promote standardization in industry and commerce;
- (b) To make arrangements or provide facilities for the testing and calibration of precision instruments, gauges and scientific apparatus, for the determination of their degree of accuracy by comparison with standards approved by the Minister on the recommendation of the Council, and for the issue of certificates in regard thereto;
- (c) To make arrangements or provide facilities for the examination and testing of commodities and any material or substance from or with which and the manner in which they may be manufactured, produced, processed or treated;
- (d) To control, in accordance with the provisions of this Act, the use of standardization marks and distinctive mark;
- (e) To prepare, frame, modify or amend specifications and codes of practice;
- (f) To encourage or undertake educational work in connection with standardization;
- (g) To assist the Government or any local authority or other public body or any other person in the preparation and framing of any specifications or codes of practice;

- (h) To provide for co-operation with the Government or the representatives of any industry or with any local authority or other public body or any other person, with a view to securing the adoption and practical application of standards;
- (i) To provide for the testing at the request of the Minister, and on behalf of the Government, of locally manufactured and imported commodities with a view to determining whether such commodities comply with the provisions of this Act or any other law dealing with standards of quality or description

Quality policy

The Kenya Bureau of Standards (KEBS) is committed to providing Standardization and Conformity Assessment services that consistently meet its customers' requirements and endeavour to exceed their expectations.

The Management of KEBS shall provide the necessary resources towards the effective implementation and continual improvement of the Quality Management System that complies with ISO 9001:2015.

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

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

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

Objectives:

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

2. The Assignment

The Kenya Bureau of Standards (KEBS) a regulatory government agency charged with developing and managing standards in the country has for the past one year deliberately engaged key stakeholders and publics in communicating its role, functions and mandate mainly through stakeholder engagement, media relations advocacy, meetings, seminars and workshops.

KEBS is implementing a 5-year strategic plan (2017-2022) which is guided by the Kenya Vision 2030 which aims at ensuring Kenya becomes a middle-income by rapidly industrializing the country by 2030, offering all Kenyans a high quality of life.

KEBS aims to sustain its communication effort with a goal of educating and informing Kenyans on the role that KEBS plays in trade facilitation and consumer protection, KEBS would like to engage a reputable Communication support agency to execute a two-year communication strategy. The strategy should employ both traditional and new media tools in engaging key stakeholders, including the media (mainstream and digital media), donor community, Government of Kenya (MDAs), and leading research institutions in different media and different forums to increase awareness of KEBS services, its impact, and to improve understanding of its vision, mission, mandate and call to use standards to support Kenya's economic growth.

To augment the achievements so far, KEBS therefore requires a 360 communication agency to strengthen how the organisation engages and influences a diverse set of audiences through appropriate messaging and message channels in Public Relations, Digital and Strategic advertising.

The main objectives of the consultancy are:

1. To increase top of mind awareness of KEBS services among specific stakeholders: the general public, manufacturers, importers, the media (both locally and regional); the MDAs; key decision makers in the Government of Kenya and development partners.
2. To create awareness of KEBS' services and products with a goal of increasing the uptake of the services offered by KEBS by the various stakeholders.
3. By increasing awareness among these target groups, position KEBS as the "go to" knowledge centre on standardization, metrology and conformity assessment in Kenya and Africa with a reputation for excellence.
4. To build the capacity of KEBS' management to communicate effectively using the right message for the right audience.

5. To publicise KEBS' successes in terms of standards, metrology and conformity assessment service delivery and implementation of policies.
6. Leverage new media to communicate KEBS' mandate, services and policies around standards, metrology and conformity assessment.

3. Purpose

The purpose of the communications consultancy is to develop and then implement a 360 two corporate communications strategy that will deliver the 6 objectives described above. Successful implementation will involve working with KEBS' staff, partners and key influencers to promote the message of standardization, metrology and conformity assessment.

A highly nuanced approach will be used which responds to the different needs of KEBS' diverse audiences.

4. Skills and Experience Required

The agency is required to have the following skills and experience:

- At least five years' progressive experience carrying out PR, advertising and digital activities for renowned organizations with a strong focus on the MDAs
- Proven experience in PR Policy and Trade related activities will be an advantage
- In depth relationships with both the Kenyan and international media and the ability to influence editorial coverage
- A strong track record in public relations support and event management
- Access to outstanding infographics, photography and video journalism skills
- Availability and willingness to travel to various parts of the country when needed
- Ability to work in close coordination with the communications department and other team members within KEBS.
- The Agency must be a member of the Public Relations Society of Kenya including the core team allocated to man KEBS account.

5. Intellectual Property

All information pertaining to this project (documentary, digital, cyber, project documents, etc.) belonging to KEBS which the consultant may come into contact with in the performance of his/her, duties under this assignment shall remain the property of KEBS who shall have exclusive rights over their use. All images taken



by the photographer shall also remain the property of KEBS and can only be used if permission is sought.

6. SCOPE OF SERVICES

ACTIVITY	DESCRIPTION	PERFORMANCE INDICATORS	NOTES
CORPORATE COMMUNICATION STRATEGY	<p>The Agency must provide a two-year communication strategy complete with objectives, target audience, tactics, performance indicators and outputs/outcomes.</p> <p>The strategy is a yearly plan that incorporates three plans as follows:</p> <ol style="list-style-type: none"> 1. Public Relations plan 2. Digital Plan 3. Advertising Plan <p>The strategy developed must position the KEBS brand in a context or channel that is highly relevant to its target audience.</p>	<p>Two-year strategy provided for the contract period. In line with KEBS SP 2017-2022.A Yearly Detailed plan is to be availed at the beginning of each financial year of the contract period.</p> <p>The strategy is to be developed in liaison with the Corporate Communication Department.</p> <p>The strategy must;</p> <ol style="list-style-type: none"> 1. Define KEBS' approach to corporate communications and mirror KEBS SP 2017-2022 2. Conduct a PR Audit and media/stakeholder perception audit to Identify existing areas of weakness for improvement 3. Define monthly work plan to continuously improve corporate communications 	<ol style="list-style-type: none"> 1. Quarterly reviews to evaluate the effectiveness and output/outcomes of the strategies 2. Regular amendments/adjustments to strategy to be undertaken to accommodate evolving needs. 3. The implementation of the monthly plan will form part of the deliverables for payment purposes
INTERNAL COMMUNICATION	Developing and delivering effective internal communications that will aid customer satisfaction and organization reputation	<ol style="list-style-type: none"> 1. Develop an effective internal communication plan through targeted staff communication and publications to keep staff informed and act as brand ambassadors. 2. Develop content, edit and produce the weekly, monthly and quarterly newsletters, bulletins. 3. Develop content and edit other Corporation's publications. 4. Propose other ways of improving internal communication. 5. Implement new initiatives to enhance internal communication 	
PROJECT COMMUNICATION PLAN	Advertising plans for KEBS' projects	Develop advertising strategies, plans and materials for projects identified or being	Effective campaigns that produces results in terms of uptake of KEBS' services



		<p>undertaken by KEBS to:</p> <ul style="list-style-type: none"> • Ensure methods used for communication are most effective. • Assure appropriate levels of communication with internal and external stakeholders. • Provide relevant, accurate, consistent information at all times. • Generate and sustain enthusiasm and support for KEBS' products and services 	
BRAND AND REPUTATION MANAGEMENT	Ensure that corporate identity standards are managed through providing advice/guidance on sustainable brand/reputation management	<ol style="list-style-type: none"> 1. Identify risks that will impact the KEBS image negatively 2. Identify and initiate activities, partnerships and relationships that will enhance the corporate reputation. 3. Ensure that corporate identity standards are clear and followed. 4. Develop a plan for monitoring brand, perception and reputation. 5. Enhancement of Customer Care to maintain brand image 	Customer Survey reports to be conducted by KEBS
MEDIA MANAGEMENT	Effectively manage media relations to ensure KEBS's visibility in local and international circles	<p>Develop a media management plan for the KEBS on a quarterly basis</p> <ol style="list-style-type: none"> 1. Develop a media contact list for electronic (including digital platform) and print media 2. Daily monitoring of media coverage. This includes weekends and public holidays 3. Develop press kits and ensure all written material /verbal briefings to the media contain key strategic messages 4. Develop media briefs for the Key spokesperson as necessary 5. Organize for briefings with the media and ensure that proactive media opportunities are created. 6. Increase positive coverage by ensuring that local and international media is kept well 	<p>A daily media coverage report to be sent by 9 am</p> <p>A monthly media coverage and perception analysis report to be presented as proof of activities.</p> <p>Key officers are proactive and confident in media interviews</p> <p>Positive media coverage to be a measure of performance and enhanced understanding of KEBS Mandate and services.</p> <p>Proof of media management</p>



		<p>informed of issues, projects and campaigns of KEBS</p> <ol style="list-style-type: none"> Pitch for news, pictorials, and features based on happenings and developments at KEBS Effectively use social media and other emerging media to ensure KEBS's visibility Proactively advice on media issues, media training, coaching and mentoring when necessary. 	<p>during a crisis or when KEBS is faced with negative issues/coverage media dipstick plan survey yearly</p>
	Social Media Management	<ol style="list-style-type: none"> Develop and Implement KEBS two-year social media plan/strategy. Identify the latest trends in social media and develop a communication platform with several networks Provide support to KEBS in developing relevant/interesting social media messages. Daily monitoring of social media platforms Conduct online surveys on topics of interest 	<p>Active dissemination of information on the KEBS through the social media</p> <p>Daily, monthly and quarterly Social media analysis reports</p>
EVENT MANAGEMENT Corporate Events / Media events/Exhibitions/Launch / CSR Campaigns among others	Support KEBS team in delivering events within stipulated time frames, undertake the identified activities within the allocated budget and ensure media coverage when necessary.	<ol style="list-style-type: none"> Attend planning meetings where joint functions are to be executed Develop a media plan indicating media activities pre, during and post event. Prepare coverage and analysis report 	The successful completion of the event and Media coverage will form part of the deliverables
PRODUCTION OF COMMUNICATION MATERIALS (Graphic Design & Scripting for Production)	All communication materials emanating from KEBS must reflect the corporate identity	<ol style="list-style-type: none"> Liaise with the communication department to develop design concepts for corporate publications and promotional materials (advertisements, brochures, magazines, staff newsletters, corporate infomercials, documentary and wear, etc.) Proof read and edit communication materials for errors (grammatical/spelling errors) Develop storylines and scripts as guides for production of documentaries, commercials and infomercials 	



ISSUE & CRISIS COMMUNICATION	The organization needs to be prepared in case of emerging issues and crisis to avoid being reactive.	1. 1 Proper assessment and identification of issues/crisis. 2. Advise on the best approach to communicate to allow KEBS position itself and tackle issues in the appropriate way	1. Proactively advise on issues/crisis communication, providing training, coaching and mentoring
MONITORING AND EVALUATION	Measurement of the bidder's performance is linked to the activities mapped out by the KEBS. Evaluation is a key component of the work process and aims to identify the impact of the communication outputs and outcomes	The Bidder is expected to deliver on activities within the stipulated timeframes and in line with the terms of reference	Evaluation of performance to be undertaken on a monthly basis upon presentation of invoice

SECTION VI - STANDARD FORMS

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender security form
6. Performance security form
7. Bank guarantee for advance payment
8. CV's for Managerial and key staff form
9. Clients Reference form

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1. FORM OF TENDER (to be submitted in Financial Proposal envelop)

Date_____

Tender No. _____

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos..... *[Insert numbers, the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide..... [Description of services] in conformity with the said tender documents for the sum of [total tender amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.*

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 tender guarantee in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).

4. We agree to abide by this Tender for a period of*[Number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 20
[signature] _____ *[In the capacity of]*

Duly authorized to sign tender for and on behalf of _____

Name of the Firm

Name of signatory:

In the capacity of:.....

Authorized Signature:.....

Company Rubber Stamp/.....

2. PRICE SCHEDULE

Appendix A

Charges to KEBS	Amount	Remarks
Monthly retainer fees		
3 rd Party costs		
Duration		
Unit Price		
Others		
Total Price Inclusive of all taxes		

Note: In case of discrepancy between unit price and total, the unit price shall prevail

Name of Signatory:

In the capacity of:.....

Authorized Signature:.....

Company Rubber Stamp.....

3. CONTRACT FORM

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) The Tender Form and the Price Schedule submitted by the tenderer;
 - (b) The Schedule of Requirements;
 - (c) The Technical Specifications;
 - (d) The General Conditions of Contract;
 - (e) The Special Conditions of Contract; and
 - (f) The Procuring entity’s Notification of Award.
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

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

Signed, sealed, delivered by _____ the _____ (for the tenderer)

In the presence of _____

4. 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 Website:
 Nature of Business
 Registration Certificate No.
 Maximum value of business which you can handle at any one time – Kshs.
 Name of your bankers
 Branch
Date.....Signature of Tenderer.....

Part 2 (a) – Sole Proprietor

Your name in full Age
 Nationality Country of Origin
 Citizenship details

Date.....Signature of Tenderer.....

Part 2 (c) – Registered Company

Private or Public

State the nominal and issued capital of company

Nominal Kshs.

Issued Kshs.

Given details of all directors as follows

Name	Nationality	Citizenship details
Shares		

1.
2.
3.
4.

Date.....Signature of Tenderer.....

5. 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] (hereinafter called “the Tenderer”).....

KNOW ALL PEOPLE by these presents that WE.....Of.....having registered office at [name of procuring entity](hereinafter called “the Bank”)are bound unto.....

[name of procuring entity](hereinafter called “the procuring entity”) in the sum offor which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this_____ day of 20_____.

THE CONDITIONS of this obligation are: 1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or 2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:

- a) fails or refuses to execute the Contract Form, if required; or
- b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[Signature of the bank]

(Amend accordingly if provided by Insurance Company)

6. PERFORMANCE SECURITY FORM

To:

*[Name of procuring entity]*WHEREAS. *[Name of tenderer]*(Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated 20____ tosupply.....
.... *[Description of goods]* (Hereinafter called "the Contract").

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

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

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

This guarantee is valid until the _____ day of _____ 20_____.

Signature and seal of the Guarantors

[Name of bank or financial institution]

[Address]

[Date]

7. FORMAT OF CV'S FOR KEY MANAGERIAL AND TECHNICAL STAFF

Proposed position:

Name of Firm:

Name of Staff:

Profession:

Date of Birth:

Years with Firm: Nationality:

Membership in Professional Societies:

Detailed tasks assigned:

Key Qualifications:

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

.....

Education:

(Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degrees obtained).

.....

Employment Record:

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

.....

Certification:

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

.....Date:
(Signature of staff member)



..... Date:
(Signature of authorized representative of the firm)

Full name of staff member:

Full name of authorized representative:

8. CLIENTS REFERENCE FORM

Using the format below, provide information on each relevant works for which your firm was legally contracted in the last five years.

ASSIGNMENT NAME	COUNTRY
Location within country:	Professional staff provided by your firm/entity (profiles)
Name of client and name of contact person:	No. of employees:
Address (Postal Address and telephone contact)	No. of staff - months, duration of assignment:
Start Date: (month/year) Completion Date (month/year)	Approximate contract value of goods/services (Kshs.)
Names of Associated firms (sub-contracted) if any:	No. of months of professional staff provided by associated firms
Names of senior staff involved in the assignment	
Narrative Description/scope of the project	
Description of actual services provided by your staff	

Name of Signatory:

In the capacity of:.....

Authorized Signature:.....

Company Rubber Stamp.....



9. LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICE



Kenya Bureau of Standards.