

KENYA BUREAU OF STANDARDS



TENDER DOCUMENT

**PROVISION OF FACILITIES TO PERFORM LOCAL INSPECTION OF IMPORTED
GOODS FOR ISSUANCE OF CERTIFICATE OF CONFORMITY(COC) AT ICDN**

KEBS/T021/2019/2020

KENYA BUREAU OF STANDARDS

P.O. BOX 54974-00200

NAIROBI.

TEL: 020 6948000/605490/605550

E-MAIL: info@kebs.org, procurement@kebs.org

Website: www.kebs.org

FAX: 020 609660/ 604031

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**Tel: (020) 6948000/
605490**



**Email: info@kebs.org,
procurement@kebs.org
Website: www.kebs.org**

Fax: (020) 609660/ 604031

SECTION I – INVITATION TO TENDER

Tender No. KEBS/T021/2019/2020: PROVISION OF FACILITIES TO PERFORM LOCAL INSPECTION OF IMPORTED GOODS FOR ISSUANCE OF CERTIFICATE OF CONFORMITY(COC) AT ICDN

KEBS invites sealed tenders from eligible candidates for **Provision of Facilities to Perform Local Inspection of Imported Goods for Issuance of Certificate of Conformity(COC) for a period of three(3) years at ICDN.**

Interested eligible candidates may obtain further information from and inspect the tender documents at Procurement Office at KEBS Centre, Popo Road, off **Mombasa Road, behind Bellevue Cinema Nairobi** on normal working days between 8.30 am and 4.00 pm.

A complete tender document may be obtained by interested candidates upon payment of a non- refundable fee of Kshs.1000 (one thousand Kenya shillings) in cash or bankers cheque payable to Kenya Bureau of standards or be downloaded for free from KEBS website www.kebs.org

Completed tender documents in plain sealed envelopes clearly marked **"KEBS/T021/2019/2020 — Provision of Facilities to Perform Local Inspection of Imported Goods for Issuance of Certificate of Conformity(COC)"** should be addressed and delivered to:

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

Or be deposited in the Tender Box at the **Main Reception** marked **"TENDER BOX"** so as to be received on or before **10.00 am on Friday 22nd May, 2020.**

Tenders must be accompanied by Bid Security of **Kshs. 500,000 in** form of specified in the tender document and shall be valid for one hundred and fifty (150) days from tender opening dated.

Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at KEBS Conference Centre Room 1A, Adm. Block, Ground Floor.

MANAGING DIRECTOR

SECTION II – INSTRUCTIONS TO TENDERERS

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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. KEBS employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 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 price to be charged for the tender document shall be as described in the invitation to tender
- 2.2.3 Kebs 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 and addenda issued in accordance with clause 6 of these instructions to tenders
 - 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). Where allowed will be subject to KPA tariffs changes.

2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price. Contract price variation will be subject to KPA tariffs changes

2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request. Price variation as a result of KPA tariff changes will be processed as guided.

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

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

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the

tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

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

2.12.2 The tender security shall be in the amount of kshs.500,000

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) Cash.
- c) Such insurance guarantee approved by the Authority.
- 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 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 2.26.

or

(ii) to furnish performance security in accordance with paragraph 2.27.1.

(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 nonresponsive.

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.

2.15.2 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 Friday 22nd May, 2020.**"

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 no later than **10.00 am on Friday 22nd May, 2020.**

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 tenderers' representatives who choose to attend, at **KEBS** Room 1A, Adm. Block,

Ground Floor. **Room 10.00 am on Friday 22nd May 2020** 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.

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 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, 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.

2.22.5 The tender evaluation committee shall evaluate the tender within 30 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 2.22 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 2.26. 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 2.27.1, 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 2.26 or paragraph 2.27.1 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. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

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 THE 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	Particulars of eligible tenderers
2.10	Particulars of other currencies allowed. None
2.11	Particulars of eligibility and qualifications documents of evidence required As specified in the tender document
2.12	Particulars of tender security if applicable. Kshs. 500,000 valid for 150 days after date of tender opening. Tender Security shall be in the form of a Guarantee from a reputable bank or an insurance company approved by PPRA. Self guaranteed tender security not allowed.

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 Thirty (30) 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 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 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

Notes on Special Conditions of Contract

The clauses in this section are intended to assist the procuring entity in providing contract specific information in relation to corresponding clauses in the general conditions of contract.

The provisions of section IV complement the general conditions of contract included in section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the procurement of services required. In preparing section IV, the following aspects should be taken into consideration.

- a) Information that complement provisions of section III must be incorporated
- b) Amendments and/or supplements to provision of section III, as necessitated by the circumstances of the specific service required must also be incorporated

Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract the provisions of the special conditions of contract herein shall prevail over the provisions of the general conditions of contract.

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	Specify performance security if applicable Kshs. 2,000,000
3.9	Specify price adjustments allowed None
3.14	Specify dispute resolution Disputes to be settled as per the Arbitration Laws of Kenya
3.17	Specify applicable law Laws of Kenya
3.18	Indicate addresses of both parties KENYA BUREAU OF STANDARDS, P.O. BOX 54974 – 00200 POPO ROAD OFF MOMBASA ROAD NAIROBI

SECTION V – SCHEDULE OF REQUIREMENTS

The proposed KEBS Inspection Centre must fulfil the following Specific Conditions for such establishments in line with the regulations government of a cargo inspection facility at ICDN.

1. Be located at a radius of not more than five (5) kilometers of a port or government owned container depot
2. Be accessible through the standard gauge railway(SGR)
3. Have a yard storage capacity not less than four (4) Hectares (ten (10) acres)
4. Meet construction standards as specified by KPA port facilities as pertains to pavement strength and load bearing capacity, drainage and resistance to wear and tear
5. Have a handling capacity of three (3) reach stackers and two (2) forklifts for every four hectares (tend acres)
6. Be secured with perimeter concrete stone wall of a height of not less than three (3) meters from the ground and reinforced with a razor and an electric fence.
7. Must have adequate have floodlights of at least 20 meters height to light up its entire surface area and closed circuit video surveillance system installed.
8. Must be protected reputable private security service provider approved by KRA, KPA & KEBS
9. Have a fixed or mobile fire-fighting equipment and a pressurized water system sufficient to provide adequate fire suppression capability.
10. provide a built up facility of not less than 3000 square feet suitable for use as customs warehouse
11. provide a lease agreement between the facility and the Kenya Ports Authority(KPA) allowing the facility to operate as a Peripheral Storage Facility (PSF).
12. make an application to the Commissioner of Customers for gazettelement as licensing as a PSF through KPA.
13. Execute a security bond through KPA to cover the duties on the goods deposited therein as KRA shall determine.
14. Be licensed for a period a period of 5 years and shall pay annual licensing fee to KPA of Kenya shillings two (2) million.
15. Be inspected by KRA before appointment to ensure all the customs requirements have been fulfilled
16. Submit to KRA a monthly return on all goods received into a delivered from the facility and the stock for all cargo at the close of business on the last day of each month, with the report being submitted on or before 10th day of the following month.
17. Provide computer software that is compatible with that of Kenya Bureau of Standard and facilities for electronic tracking of all the goods imported into the shed;
18. Provide loading and offloading facilities including sufficient labor for the verification of goods;

19. Provide cargo inspection facilities and an all-weather verification bay including suitable facilities to accommodate mobile cargo scanning equipment;
20. The Facility shall install and maintain a Stock Management System of a standard approved by KRA
21. Have adequate parking space consistent with the local county by-laws.
22. Provide suitable office accommodation for Kenya Bureau of Standard officers and other relevant Government agencies including proper sanitation facilities for use by the officers and other authorized users of the facility;

Please note

1. No cargo shall be designated to a cargo inspection facility that fails to meet the conditions prescribed herein.
2. Facilities that fail to comply with the laid down regulations after licensing or consistently fail to remedy defects or breaches of operating conditions as prescribed from time to time shall have their license revoked.

SECTION VI – DESCRIPTION OF SERVICES

SPECIFICATIONS FOR KEBS INSPECTION CENTRE AT ICDN

Introduction

The Kenya Bureau of Standards (KEBS) is a statutory organization of the Government of Kenya established by the Standards Act, Cap 496 Laws of Kenya. The functions of KEBS is as per Section 4 of the Act and Legal Notice number 183 of 5th December 2019 and include quality inspection of imports locally and at country of supply through Pre-Export Verification of Conformity to Standards (PVOC) program.

PVOC is a Conformity Assessment Program applied to products at the respective exporting countries, to ensure their compliance with the applicable Kenyan Technical Regulations and Mandatory Standards or approved specifications.

Clause 5 of Legal Notice number 183 of 5th December 2020 provides that *all goods which are subject to this order shall be subjected to verification of conformity to Kenya standards or approved specifications and other applicable regulations in the country of exportation or in a transshipment port by the inspection body or bodies appointed under paragraph 4 and **may be re-inspected by Kenya Bureau of Standards at the Port of Entry if it is considered necessary***

In its effort to enhance operational efficiency in inspection of imported goods, KEBS has identified the need for adequate inspection facilities at its disposal. These facilities will be designated as KEBS Inspection Centre for inspection of imported goods.

The purpose of this tender is to recruit qualified companies (“contractors”) to provide inspection facilities with cargo handling equipment and other related infrastructure for use by Kenya Bureau of Standards in undertaking quality inspection of imported goods.

The successful companies will be expected to avail the inspection centers and associated infrastructure as detailed in the technical evaluation criteria for use by KEBS for a period of **three years** subject to the bidders maintaining good standing with regard to all legal requirements on the basis of which the company will be awarded this service contract.

EVALUATION OF TENDER

Tender will be evaluation in three stages: 1. Preliminary/mandatory Evaluation 2. Technical and financial

Preliminary/mandatory requirements

The tenderer must submit copies of the following documents;

- 1) Submit 1 (one) Original and 1 (one) copy of the tender document
- 2) Bid documents must be paginated. All bidders are required to submit their documents paginated in a continuous ascending order from the first page to the last in this format; (i.e. 1,2,3. . n) where n is the last page
- 3) Submit a copy of Certificate of Incorporation/Registration
- 4) Provide copy of the company's current KRA Tax Compliance Certificate (To be verified on the KRA TCC Checker)
- 5) Submit Valid CR 12 Form
- 6) Submit valid County Government Business Permit
- 7) Original Bid Bond of Kshs.500,000 of the tender sum and valid for 150 days from date of tender opening
- 8) Duly completed Business Questionnaire
- 9) Duly completed Anti-Corruption Declaration form signed and stamped
- 10) Duly completed non debarment form signed and stamped
- 11) Provide a lease agreement between the facility and the Kenya ports Authority(KPA) allowing the facility to operate as a peripheral storage facility (PSF) or Meet eligibility for or Gazettement as PSF based on KRA requirement.
- 12) Proof of ownership/lease of three (3) reach stackers and two (2) forklifts

Bidders who will not meet all the mandatory requirement will be disqualified from proceeding to technical evaluation.

TECHNICAL EVALUATION CRITERIA

SN	INSPECTION CENTER COMPLIANCE REQUIREMENTS			
	Standard Compliance Requirements for KEBS Inspection Facility	Comply: YES/NO	WIEGHTED SCORE	Score and Comment
1.	Location The Inspection Facility shall be preferably located at a radius of less than five (5) km from Port or a Government owned Container deport.		a) 8 marks if facility is located less than 5km radius Maximum Possible Score 8 Marks	
2.	Rail Sliding (SGR or MTR Gauge) The facility should have a rail sliding facilities. Facilities with approved connectivity plans by KR to be considered. Road Connectivity Direct Access to ICDN. Facilities with approved connectivity plans with relevant authority to be considered.		a) 10 Marks for a facility already connected to main SGR or MTR gauge rail. b) 6 Marks for facilities with connectivity plans approved by KR c) 4 Marks for a facility with a direct road connectivity to a facility. d) 1 Marks for a facility with an approved plan for road connectivity to the facility. Maximum Possible Score 14 Marks for both road and rail connectivity	
3.	Storage Capacity The storage yard area shall not be less than four (4) hectares {Ten (10) Acres}.		a)12 Marks Maximum possible score 12 Marks	

4.	Construction Standard Meet construction standards as specified by KPA port facilities as pertains to pavement strength and load bearing capacity, drainage and resistance to wear and tear		a) 5 Marks Maximum possible score 5 Marks	
5.	Provided Material Handling Capacity within the Facility The Inspection Facility must provide the following equipment for movement/Lifting the containers (minimum requirements): <ul style="list-style-type: none"> a) Reach stackers, each reach stacker to score a point up to 3 marks b) Two (2) forklifts (Minimum 10Ton) c) Loading and offloading labor for the verification of good d) Cargo Inspection facilities inclusive of an all-weather verification bay e) Verification yard with a capacity to handle a minimum of twenty (20) containers simultaneously. 		a) 1mark per Reach Stacker b) 1Marks for each forklift. c) 4 Marks d) 4 Marks e) 4 Mark Maximum score 17 Marks	
6.	Warehouse Facility The facility must provide the following minimum warehouse facility of 3000ft ²	Comply: YES / NO	a) 6 Marks if the facility has warehouse measuring (3000 ft ²)	Score and Comment
7.	Security Infrastructure The Inspection facility must provide the following minimum / basic security measures:	Comply: YES / NO		Score and Comment
	<ul style="list-style-type: none"> a) Be secured with perimeter concrete stone wall of a height of not less than three (3) meters from the ground and reinforced with a razor and an electric fence. b) Have adequate flood lights to light the entire surface area. c) Closed Circuit Video Surveillance (CCTV) system covering the entire Inspection 		a) 2.0 Marks b) 2.0 Marks c) 2.0 Marks	

	<p>facility with centralized monitoring and control with uninterrupted power supply.</p> <p>d) CCTV capability to link up with KEBS, KRA, KPA and KR central command systems</p> <p>e) Provide Security Protection services from a licensed service provider.</p>		<p>d) 2.0 Marks</p> <p>e) 2.0 Marks</p> <p>Maximum Score 10Marks</p>	
8	<p>Fire Safety Equipment</p> <p>The Inspection facility shall provide the following basic safety measures and amenities:</p>	Comply: YES / NO	Marking scheme	Scores and comments
	<p>a) Have either a fixed or mobile fire-fighting equipment and pressurized water system sufficient to provide adequate fire suppression capability in accordance with prevailing National or Country public safety requirements.</p> <p>b) Have guaranteed water supply/storage facility and maintain a minimum storage capacity of at least fifteen thousand (15,000) liters of water.</p> <p>c) Have OSHA policy with competent personnel with evidence of relevant certifications.</p>		<p>a) 4 Marks</p> <p>b) 4 Marks</p> <p>c) 2 Marks</p> <p>Maximum score 10 Marks</p>	
9	<p>Office Facilities</p> <p>The Inspection facility shall have sufficient office space that meet the following minimum requirements:</p>	Comply: YES / NO	Comments	
	<p>a) Must offer at least 300sqm of office space for KEBS staff and subcontracted inspection companies and staff</p> <p>b) Must have at least 50sqm of laboratory space</p> <p>c) Appropriate Information Technology (ICT) facilities compactible with KEBS system. Should include fiber connectivity.</p>		<p>a) 4 Marks</p> <p>b) 2 marks</p> <p>c) 5 Marks</p> <p>d) 2 Marks</p>	

	d) Provide Stock Management System of a standard approved by KRA		Maximum score 12 Marks	
10	Vehicular Movement/ maneuverability & Traffic The Inspection facility must provide the following minimum requirements:	Comply: YES / NO	Comments	
	a) Vehicle parking space for KEBS employees and customers with a minimum of 30 parking slots b) Truck remarshalling yard for traffic management and control mitigating against possible congestion		a) 3 Marks b) 3 Marks Maximum score 6 Marks	
	TOTAL		100 Marks	

Bidder will be expected to attain 70% Minimum technical score to proceed to financial evaluation

2 Criteria for Evaluation of Financial Proposals

The charges will be based on KPA Tariffs as shown in Table below:

SER NO	KPA TARIFF CHARGES	Rated Fee by KPA (USD)	
	Storage Charges	20ft container	40ft container
	First Four Days	Zero Rated	Zero Rated
	5 to 7 days	25	50
	8 to 15 days	30	60
	16 to 24 days	40	80
	Handling Charges	20	30

AWARD

The bidder with the highest technical score will be awarded the contract for provision of the service.

SECTION VII- STANDARD FORMS

Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 12.3
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the – conditions of contract.
5. The principal's or manufacturer's authorization form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

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. Letter of notification of award
9. Declaration form
 - 9.1 Self declaration that the person/tenderer will not engage in any corrupt or fraudulent practice.
 - 9.2 Non-Debarment Declaration

1. FORM OF TENDER

Date _____
Tender No. _____

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.. *[insert numbers,*
the of which is hereby duly acknowledged, wed, 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 _____

2. PRICE SCHEDULE OF SERVICES

Name of Tenderer _____ Tender Number _____. Page ____ of _____.

1	2	3	4	5	6	7
Item	Description	Quantity & quality	Duration	Unit Price	Total Price EXW per item (cols. 4x5)	Unit Price of other incidental services payable

Signature of tenderer _____

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

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 materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of[contract price in words and figures]

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 materials and spares 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 materials and spares 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..... Nature of Business
 Registration
 Certificate No.....
 Maximum value of business which you can handle at any one time –
 Kshs. Name of your bankers

	<p style="text-align: center;">Part 2 (a) – Sole Proprietor</p> <p>Your name in full..... Age..... Nationality..... Country of Origin..... Citizenship details </p>								
	<p style="text-align: center;">Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="0"> <tr> <td>Name</td><td>Nationality</td><td>Citizenship details</td><td>Shares</td></tr> <tr> <td colspan="4">1.</td></tr> </table>	Name	Nationality	Citizenship details	Shares	1.			
Name	Nationality	Citizenship details	Shares						
1.									
	<p style="text-align: center;">Part 2 (c) – Registered Company</p> <p>Private or Public State the nominal and issued capital of company Nominal Kshs. Issued Kshs. Given details of all directors as follows</p> <table border="0"> <tr> <td>Name</td><td>Nationality</td><td>Citizenship details</td><td>Shares</td></tr> <tr> <td colspan="4">1.</td></tr> </table>	Name	Nationality	Citizenship details	Shares	1.			
Name	Nationality	Citizenship details	Shares						
1.									
	<p>Date..... Signature of Candidate.....</p>								

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 of

for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this_____ day of 20_____.

THE CONDITIONS of this obligation are:

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

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

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

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

6. PERFORMANCE SECURITY FORM

To:

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

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

supply.....

[Description 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)

7. BANK GUARANTEE FOR ADVANCE PAYMENT

To.....

[name of tender].....

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 Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of
[amount of guarantee in figures and words].
We, the

[bank or financial institution], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity 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 Procuring entity 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]

8. LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

9. DECLARATION FORMS

9.1 SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I, of P. O. Box being a
resident of

..... in the Republic of do hereby make a
statement as follows: -

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director
of (insert **PROVISION OF FACILITY TO
PERFORM LOCAL INSPECTION OF IMPORTED GOODS FOR ISSUANCE OF
CERTIFICATE OF CONFORMITY(COC)** for **KEBS** and duly authorized and competent
to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not
engage in any corrupt or fraudulent practice and has not been requested to pay any
inducement to any member of the Board, Management, Staff and/or employees and/or
agents of the **KEBS** which is the procuring entity.

3. THAT the aforesaid Bidder will not engage /has not engaged in any corruptive practice
with other bidders participating in the subject tender

4. THAT what is deposed to hereinabove is true to the best of my knowledge
information and belief.

.....
(Title) (Signature) Date

Bidder's Official Stamp

9.2 NON-DEBARMENT DECLARATION

We (insert the name of the company/supplier

.....

.....declares and guarantees that no director or any person who has any controlling interest in

our organization has been debarred from participating in a procurement proceeding.

Name.....Signature.....Date.....

Company Seal/Business Stamp