

**KENYA BUREAU OF STANDARDS**



**TENDER DOCUMENT**

**FOR**

**PRE-QUALIFICATIONS FOR PROVISION OF PRE-EXPORT  
VERIFICATION OF CONFORMITY (PVOC) TO STANDARDS SERVICES**

**THE YEAR 2025-2028**

**INTERNATIONAL TENDER**

**KENYA BUREAU OF STANDARDS**

**P.O. BOX 54974-00200**

**NAIROBI.**

**TEL: 020 6948000/605490/605550**

**E-MAIL: [info@kebs.org](mailto:info@kebs.org),  
[procurement@kebs.org](mailto:procurement@kebs.org) [agutuw@kebs.org](mailto:agutuw@kebs.org)  
[renam@kebs.org](mailto:renam@kebs.org)**

**Website: [www.kebs.org](http://www.kebs.org)**

**FAX: 020 609660/ 604031**

**KEBS/PRE-Q/T006/2025/2028**

**JANUARY 2025**



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## INVITATION TO APPLY FOR PREQUALIFICATION

### PRE-QUALIFICATIONS FOR PROVISION OF PRE-EXPORT VERIFICATION OF CONFORMITY (PVOC) TO STANDARDS SERVICES THE YEAR 2025-2028

Prequalification Reference No.: **KEBS/PRE-Q/T006/2025/2028**

1. The **KENYA BUREAU OF STANDARDS (KEBS)** intends to prequalify contractors/Suppliers/Service Providers for Pre-Qualifications for Provision of Pre-Export Verification of Conformity (PVoC) to Standards Services the Year 2025-2028.
2. It is expected that the Invitation to Tender will be made in **January 2025**. Tendering will be conducted through (Restricted Tender) procedures using a standardized tender document and will be open to all applicants who prequalify.
3. Qualified and interested applicants may obtain further information and inspect the Prequalification Document during office hours of **9.00am to 4,00pm EAT from the Procurement Offices at KEBS Centre Popo Road, Off Mombasa Road, Behind Bellevue Cinema Nairobi.**

**E-MAIL: [info@kebs.org](mailto:info@kebs.org)**

**Website: [www.kebs.org](http://www.kebs.org)**

**[procurement@kebs.org](mailto:procurement@kebs.org)**

**[agutuw@kebs.org](mailto:agutuw@kebs.org)**

**[renam@kebs.org](mailto:renam@kebs.org)**

4. A complete set of Prequalification Document in English may be obtained electronically will be free of charge.
5. Prequalification Document may be viewed and downloaded for free from the website [www.kebs.org](http://www.kebs.org)
6. Applications for prequalification should be submitted by postal service, or hand/courier delivery, clearly marked envelopes “ **Prequalification of Suppliers 2025-2028**” indicating the **Reference Tender No. and Description** and delivered to the address given below

**THE MANAGING DIRECTOR,  
KENYA BUREAU OF STANDARDS.  
POPO ROAD OFF MOMBASA ROAD  
P.O BOX 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 11<sup>TH</sup> FEBRUARY 2025**

7. Late applications will be rejected.
8. Electronic Tenders will not be permitted.
9. Prequalification documents will be opened immediately thereafter
10. Tenderers or their representatives are free to attend the opening

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# **PART 1 - APPLICATION PROCEDURES**

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## **SECTION I - INSTRUCTIONS TO APPLICANTS (ITA)**

### **A. General**

#### **1 Scope of Application**

1.1 The name of the Procuring Entity inviting for applications is defined in the **PDS**. The particular type of contract (works, goods or Non-Consulting Services required) and its name and description of the contract(s) and its reference number are defined in the **PDS**. If the scope of contract so defined is in multiple contracts, it will be specified in the **PDS** if prequalification will be based on individual contracts or multiple contracts. The Full scope of Works or Goods or Non-Consulting Services are described in Section V (Scope of Works or goods contract).

**2 Source of Funds** to be specified in the PDS, if deemed necessary.

#### **3 Fraud and Corruption**

3.1 The Government of Kenya requires compliance with its Anti-Corruption laws and its prevailing sanctions policies and procedures.

3.2 In further pursuance of this policy, Applicants shall permit and shall cause their agents (where declared or not), subcontractors, sub consultants, service providers, suppliers, and their personnel, to permit the Public Procurement Regulatory Authority (PPRA) to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, tender submission (in case prequalified), proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the PPRA.

#### **4 Collusive practices**

4.1 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any applicant found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, applicants shall be required to complete and sign a Certificate of Independent Tender Determination" annexed to the Form of applicant.

#### **5 Eligible Applicants**

5.1 Applicants shall meet the eligibility criteria as per this ITA and ITA 5.1 and 5.2. An Applicant may be a firm that is a private entity, a state-owned enterprise or institution subject to ITA 5.9 or any combination of such entities in the form of a joint venture ("JV") under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the prequalification process, tendering (in the event the JV submits a Tender) and during contract execution (in the event the JV is awarded the Contract). Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of JV members shall be specified in the PDS.

5.2 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to be prequalified. Public Officers with such relatives are also not allowed to participate in any procurement proceedings.

5.3 A firm may apply for prequalification both individually, and as part of a joint venture, or participate as a subcontractor. If prequalified, it will not be permitted to tender for the same contract both as an individual firm and as a part of the joint venture or as a subcontractor. However, a firm may participate as a subcontractor in more than one Tender, but only in that capacity. Tenders submitted in violation of this procedure will be rejected.

5.4 A firm and any of its affiliates (that directly or indirectly control, are controlled by or are under common control with that firm) may submit its application for prequalification either individually, as joint venture or as a subcontractor among them for the same contract. However, if prequalified, only one prequalified Applicant will be allowed to tender for the. All Tenders submitted in violation of this procedure will be rejected.

5.5 An Applicant may have the nationality of any country, subject to the restrictions pursuant to ITA 5.1 and 5.2. An Applicant shall be deemed to have the nationality of a country if the Applicant is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its

articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. sub-contractors or suppliers for any part of the Contract including related Non-Consulting Services.

- 5.6 Applicants shall not have a conflict of interest. Applicants shall be considered to have a conflict of interest, if they, or any of their affiliates, participated as a consultant in the preparation of the design or technical specifications or have been hired or proposed to be hired by the Procuring Entity as Engineer for contract implementation of the contract(s) that are the subject of this prequalification. In addition, Applicants may be considered to have a conflict of interest if they have a close business or family relationship with a professional staff of the Procuring Entity who:
- a are directly or indirectly involved in the preparation of the prequalification Document or Invitation to Tender (ITT), Document or specifications of the Contract, and/or the Tender evaluation process of such Contract; or
  - b would be involved in the implementation or supervision of such Contract, unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the prequalification, ITT process and execution of the Contract.
- 5.7 An Applicant that has been debarred shall be ineligible to be initially selected for, prequalified for, tender for, propose for, or be awarded a contract during such period of time as the PPRA shall have determined. The list of debarred firms and individuals is available at [www.ppra.go.ke](http://www.ppra.go.ke)
- 5.8 Applicants that are state-owned enterprise or institutions in Kenya may be eligible to prequalify, compete and be awarded a Contract(s) only if they can establish, in a manner accept able to the Procuring Entity, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of any public entity.
- 5.9 An Applicant shall not be under sanction of debarment from Tendering by the PPRA as the result of the execution of a Tender/Proposal–Securing Declaration.
- 5.10 An Applicant that is a Kenyan firm or citizen shall provide evidence of having fulfilled his/her tax obligations by producing a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority.
- 5.11 An Applicant shall provide any other such documentary evidence of eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.

## **6 Eligibility**

- 6.1 Firms and individuals may be ineligible if they are nationals of ineligible countries as indicated herein. The countries, persons or entities are in eligible if:
- a. As a matter of law or official regulations, Kenya prohibits commercial relations with that country, or
  - b. By an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or Non- Consulting Services from that country, or any payments to any country, person, or entity in that country.
- 6.2 When the Works, supply of Goods or provision of non-consulting services are implemented a cross jurisdictional boundary (and more than one country is a Procuring Entity, and is involved in the procurement), then exclusion of a firm or individual on the basis of ITA 5.1 (a) above by any country may be applied to that procurement a cross other countries involved, if the Procuring Entities involved in the procurement so agree.
- 6.3 Any goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.

## **B. Contents of the Prequalification Documents**

### **7 Sections of Prequalification Document**

- 7.1 This Prequalification Document consists of parts1 and 2 which comprise all the sections indicated below, and which should be read in conjunction with any Addendum issued in accordance with IT A8.



## **PART 1 - Prequalification Procedures**

- i) Section I- Instructions to Applicants (ITA)
- ii) Section II - Prequalification Data Sheet (PDS)
- iii) Section III - Qualification Criteria and Requirements
- iv) Section IV- Application Forms

## **PART 2 - Works, Goods, or Non-Consulting Services Requirements**

- i) Section VII- Scope of Works, Goods, or Non-Consulting Services

7.2 Unless obtained directly from the Procuring Entity, the Procuring Entity accepts no responsibility for the completeness of the document, responses to requests for clarification, the minutes of the pre-Application meeting (if any), or Addenda to the Prequalification Document in accordance with ITA 8. In case of any discrepancies, documents issued directly by the Procuring Entity shall prevail.

7.3 The Applicant is expected to examine all instructions, forms, and terms in the Prequalification Document and to furnish with its application all information or documentation as is required by the Prequalification Document.

## **8 Clarification of Prequalification Documents, site visit(s) and Pre-Application Meeting**

8.1 An Applicant requiring any clarification of the Prequalification Document shall contact the Procuring Entity in writing at the Procuring Entity's address indicated in the **PDS**. The Procuring Entity will respond in writing to any request for clarification provided that such request is received no later than fourteen (14) days prior to the deadline for submission of the applications. The Procuring Entity shall forward a copy of its response to all prospective Applicants who have obtained the Prequalification Document directly from the Procuring Entity, including a description of the inquiry but without identifying its source. If so indicated in the **PDS**, the Procuring Entity shall also promptly publish its response at the webpage identified in the **PDS**. Should the Procuring Entity deem it necessary to amend the Prequalification Document as a result of a clarification, it shall do so following the procedure under ITA 8. And in accordance with the provisions of ITA 17.2.

8.2 The Applicant, at the Applicant's own responsibility and risk, is encouraged to visit and examine and inspect the Site of the required contracts and obtain all information that may be necessary for preparing the application. The costs of visiting the Site shall be at the Applicant's own expense. The Procuring Entity shall specify in the **PDS** if a pre-application meeting will be held, when and where. The Procuring Entity shall also specify in the **PDS** if a pre-arranged Site visit will be held and when. The Applicant's designated representative is invited to attend a pre- application meeting and a pre-arranged site visit. The purpose of the meetings will be to clarify issues and to answer questions on any matter that may be raised at that stage.

8.3 The Applicant is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the **PDS** before the submission date of applications.

8.4 Minutes of a pre-arranged site visit and those of the pre-application meeting, if applicable, including the text of the questions asked by Applicants and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Applicants who have acquired the prequalification documents. Minutes shall not identify the source of the questions asked.

8.5 The Procuring Entity shall also promptly publish anonymized (*no names*) Minutes of the pre-arranged site visit and those of the pre-proposal meeting at the web page identified **in the PDS**. Any modification to the Prequalification Documents that may become necessary as a result of the pre-arranged site visit and those of the pre-application meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to PDS 8 and not through the minutes of the pre-application meeting. Non-attendance at the pre-arranged site visit and the pre-tender meeting will not be a cause for disqualification of a Tenderer.

## **9 Amendment of Prequalification Document**

9.1 At any time prior to the deadline for submission of Applications, the Procuring Entity may amend the Prequalification Document by issuing an Addendum.

9.2 Any Addendum issued shall be part of the Prequalification Document and shall be communicated in writing to all Applicants who have obtained the Prequalification Document from the Procuring Entity. The Procuring Entity shall promptly publish the Addendum at the Procuring Entity's webpage identified in the PDS.

9.3 To give Applicants reasonable time to take an Addendum into account in preparing their Applications, the Procuring Entity may, at its discretion, extend the deadline for the submission of Applications in accordance with ITA 17.2.

## **C. Preparation of Applications**

### **10 Cost of Applications**

10.1 The Applicant shall bear all costs associated with the preparation and submission of its Application. The Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the prequalification process.

### **11 Language of Application**

11.1 The Application as well as all correspondence and documents relating to the prequalification exchanged by the Applicant and the Procuring Entity, shall be written in English Language. Supporting documents and printed literature that are part of the Application may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purposes of interpretation of the Application, the translation shall govern.

### **12 Documents Comprising the Application**

12.1 The Application shall comprise the following:

- a. Application Submission Letter, in accordance with ITA 13.1;
- b. Eligibility: documentary evidence establishing the Applicant's eligibility, in accordance with ITA 14.1;
- c. Qualifications: documentary evidence establishing the Applicant's qualifications, in accordance with ITA 15; and
- d. Any other document required as specified in the PDS.

12.2 The Applicant shall furnish information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Application.

### **13 Application Submission Letter**

13.1 The Applicant shall complete an Application Submission Letter as provided in Section IV (Application Forms). This Letter must be completed without any alteration to its format.

### **14 Documents Establishing the Eligibility of the Applicant**

14.1 To establish its eligibility in accordance with ITA 4, the Applicant shall complete the eligibility declarations in the Application Submission Letter and Forms ELI (eligibility) 1.1 and 1.2, included in Section IV (Application Forms).

### **15 Documents Establishing the Qualifications of the Applicant**

15.1 To establish its qualifications to perform the contract(s) in accordance with Section III, Qualification Criteria and Requirements, the Applicant shall provide the information requested in the corresponding Information Sheets included in Section IV (Application Forms).

15.2 Wherever an Application Form requires an Applicant to state a monetary amount, Applicants should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:

- a For construction turnover or financial data required for each Year-Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted).
- b Value of single Contract-Exchange rate prevailing on the date of the contract.

15.3 Exchange rates shall be taken from the publicly available source identified in the PDS. Any error in determining the exchange rates in the Application may be corrected by the Procuring Entity.

15.4 Applicants shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a particular contractor or group of contractors qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the

procurement and/or contract management processes, or a possibility of collusion between Applicants, and thereby help to prevent any corrupt influence in relation to the procurement processor contract management.

- 15.5 The purpose of the information described in ITT 6.2 above overrides any claims to confidentiality which an Applicant may have. There can be no circumstances in which it would be justified for an Applicant to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for an Applicant's failure to disclose, or failure to provide required information on its ownership and control.
- 15.6 The Applicant shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which information on any changes to the information which was provided by the Applicant under ITT 6.3. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.
- 15.7 All information provided by the Applicant pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Applicant shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.
- 15.8 If an Applicant fails to submit the information required by these requirements, its application will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by an Applicant pursuant to these requirements, then the application will be rejected.
- 15.9 If information submitted by an Applicant pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the Applicant in relation to the procurement or contract management process, then:
- a. If the procurement process is still ongoing, the Applicant will be disqualified from the procurement process,
  - b. If the contract has been awarded to that Applicant, the contract award will be set aside,
- 15.10 the Applicant will be referred to the relevant law enforcement authorities for investigation of whether the Applicant or any other persons have committed any criminal offence.
- 15.11 If an Applicant submits information pursuant to these requirements that is incomplete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 6.7 will ensue unless the Applicant can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine error which was not attributable to the intentional act, negligence or recklessness of the Applicant.

## **16 Signing of the Application and Number of Copies**

- 16.1 The Applicant shall prepare one original of the documents comprising the Application as described in ITA 11 and clearly mark it "ORIGINAL". The original of the Application shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Applicant. In case the Applicant is a JV, the Application shall be signed by an authorized representative of the JV on behalf of the JV and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized signatories.
- 16.2 The Applicant shall submit copies of the signed original Application, in the number specified in the PDS, and clearly mark them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.

## **D. Submission of Applications**

### **17 Sealing and Marking of Applications**

- 17.1 The Applicant shall enclose the original and the copies of the Application in a sealed envelope that shall:
- a. Bear the name and address of the Applicant;
  - b. Be addressed to the Procuring Entity, in accordance with ITA 17.1; and
  - c. Bear the specific identification of this prequalification process indicated in the PDS 1.1.
- 17.2 The Procuring Entity will accept no responsibility for not processing any envelope that was not identified as

required in ITA 16.1 above.

## **18 Deadline for Submission of Applications**

- 18.1** Applicants may either submit their Applications by mail or by hand. Applications shall be received by the Procuring Entity at the address and no later than the deadline indicated in the PDS. When so specified in the PDS, Applicants have the option of submitting their Applications electronically, in accordance with electronic Application submission procedures specified in the **PDS**.
- 18.2** The Procuring Entity may, at its discretion, extend the deadline for the submission of Applications by amending the Prequalification Document in accordance with ITA 8, in which case all rights and obligations of the Procuring Entity and the Applicants subject to the previous deadline shall thereafter be subject to the deadline as extended.

## **19 Late Applications**

- 19.1** The Procuring Entity reserves the right to accept applications received after the deadline for submission of applications, unless otherwise specified in the **PDS**. If late applications will be accepted, they must be received not later than the date specified in the **TDS** after the deadline for submission of applications.

## **20. Opening of Applications**

- 20.1** The Procuring Entity shall open all Applications at the date, time and place specified in the **PDS**. Late Applications shall be treated in accordance with ITA 19.1.
- 20.2** Applications submitted electronically (if permitted pursuant to ITA 17.1) shall be opened in accordance with the procedures specified in the **PDS**.
- 20.2** The Procuring Entity shall prepare a record of the opening of Applications to include, as a minimum, the name of the Applicants. A copy of the record shall be distributed to all Applicants.

## **E. Procedures for Evaluation of Applications**

### **21 Confidentiality**

- 21.1** Information relating to the Applications, their evaluation and results of the prequalification shall not be disclosed to Applicants or any other persons not officially concerned with the prequalification process until the notification of prequalification results is made to all Applicants in accordance with ITA 28.
- 21.2** From the deadline for submission of Applications to the time of notification of the results of the prequalification in accordance with ITA 28, any Applicant that wishes to contact the Procuring Entity on any matter related to the prequalification process may do so only in writing.

### **22 Clarification of Applications**

- 22.1** To assist in the evaluation of Applications, the Procuring Entity may, at its discretion, ask an Applicant for a clarification (including missing documents) of its Application, to be submitted within a stated reasonable period of time. Any request for clarification from the Procuring Entity and all clarifications from the Applicant shall be in writing.
- 22.1** If an Applicant does not provide clarifications and/or documents requested by the date and time set in the Procuring Entity's request for clarification, its Application shall be evaluated based on the information and documents available at the time of evaluation of the Application.

### **23 Responsiveness of Applications**

- 23.1** The Procuring Entity may reject any Application which is not responsive to the requirements of the Prequalification Document. In case the information furnished by the Applicant is incomplete or otherwise requires clarification as per ITA 21.1, and the Applicant fails to provide satisfactory clarification and/or missing information, it may result in disqualification of the Applicant.

### **24 Margin of Preference**

- 24.1** Unless otherwise specified in the **PDS**, a margin of preference shall not apply in the Tendering process resulting

from this prequalification.

## **25 Nominated Subcontractors**

- 25.1 Unless otherwise stated in the PDS, the Procuring Entity does not intend to execute any specific elements of the works by sub-contractors selected in advance by the Procuring Entity (so-called “Nominated Subcontractors”).
- 25.2 The Applicant shall not propose to subcontract the whole of the Works or Goods. The maximum limit of subcontracting permitted under the contract may be specified by the Procuring Entity in the Tendering Document. The Procuring Entity, in ITA 25.2, may permit the Applicant to propose subcontractors for certain specialized parts of the contract as indicated there in as (“Specialized Subcontractors”). Applicants planning to use such Specialized Subcontractors shall specify, in the Application Submission Letter, the activity(ies) or parts of the Works proposed to be subcontracted along with details of the proposed subcontractors including their qualification and experience.

## **F. Evaluation of Applications and Prequalification of Applicants**

### **26 Evaluation of Applications**

- 26.1 The Procuring Entity shall use the factors, methods, criteria, and requirements defined in Section III, Qualification Criteria and Requirements, to evaluate the qualifications of the Applicants, and no other methods, criteria, or requirements shall be used. The Procuring Entity reserves the right to waive min or deviations from the qualification criteria if they do not materially affect the technical capability and financial resources of an Applicant to perform the Contract.
- 26.2 Subcontractors proposed by the Applicant shall be fully qualified and meet the minimum specific experience criteria as specified for their parts of the proposed contract for Works or Goods or non-consulting services. The subcontractor's qualifications shall not be used by the Applicant to qualify for the Works or Goods or non-consulting services unless their parts of the Works or Goods or non-consulting services were previously designated by the Procuring Entity in the PDS as can be met by Specialized Subcontractors, in which case:
- i) The Specialized Subcontractors shall meet the minimum qualification requirements specified in Section III, and
  - ii) the qualifications with respect to specific experience of the Specialized Subcontractor proposed by the Applicant may be added to the qualifications of the Applicant for the purpose of the evaluation. Unless the Applicant has been determined prequalified on its own without taking into account the qualification and experience of the proposed specialized sub-contractor, the tender submitted by the Applicant shall include the same specialized sub-contractor failing which, such tender may be rejected unless a change in the specialized sub-contractor was requested by the Applicant and approved by the Procuring Entity subsequent to prequalification but before the tender submission deadline in accordance with ITA 30.
- 26.3 In case of multiple contracts, Applicants should indicate in their Applications the individual contract or combination of contracts in which they are interested. The Procuring Entity shall prequalify each Applicant for each lot and for a combination of contracts for which the Applicant has thereby indicated its interest and for which the Applicant meets the appropriate aggregate requirements the Eligibility and Qualification Criteria.
- 26.4 Further, in the case of multiple contracts, the Procuring Entity will prepare the Eligibility and Qualification Criteria Form for items 3.1, 3.2, 4.2(a) and 4.2(b) for each Lot, to be completed by applicants.
- 26.5 Only the qualifications of the Applicant shall be considered. The qualifications of other firms, including the Applicant's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors in accordance with ITA 25.2 above) or any other firm(s) different from the Applicant shall not be considered.

### **27 Procuring Entity's Right to Accept or Reject Applications**

- 27.1 The Procuring Entity reserves the right to accept or reject any Application, and to annul the prequalification process and reject all Applications at any time, without thereby incurring any liability to the Applicants.

### **28 Prequalification of Applicants**

- 28.1 All Applicants whose applications substantially meet or exceed the specified qualification requirements will be

prequalified by the Procuring Entity. The Procuring Entity shall notify all Applicants in writing of the names of those Applicants who have been prequalified or conditionally prequalified. In addition, those Applicants who have been disqualified will be informed separately.

28.32 Applicants that have not been prequalified may write to the Procuring Entity to request, in writing, the grounds on which they were disqualified.

## **28 Invitation to Tender**

29.1 Promptly after the notification of the results of the prequalification, the Procuring Entity shall invite Tenders from all the Applicants that have been prequalified or conditionally prequalified.

28.2 Applicants may be required to provide a Tender Security or a Tender-Securing Declaration acceptable to the Procuring Entity in the form and an amount to be specified in the tendering document.

28.3 The successful Applicant shall be required to provide a Performance Security as specified in the tendering document.

## **29 Changes in Qualifications of Applicants**

30.1 Any change in the structure or formation of an Applicant after being prequalified in accordance with ITA 27 and invited to tender (including, in the case of a JV, any change in the structure or formation of any member and also including any change in any specialized subcontractor whose qualifications were considered to prequalify the Applicant) shall be subject to the written approval of the Procuring Entity prior to the deadline for submission of Tenders. Such approval shall be denied if (i) a prequalified applicant proposes to associate with a disqualified applicant or in case of a disqualified joint venture, any of its members; (ii) as a consequence of the change, the Applicant no longer substantially meets the qualification criteria set forth in Section III (Qualification Criteria and Requirements); or (iii) in the opinion of the Procuring Entity, the change may result in a substantial reduction in competition. Any such change should be submitted to the Procuring Entity not later than fourteen (14) days after the date of the Invitation to Tender.

## **31 Procurement Related Complaints and Administrative Review**

31.1 The procedures for making a Procurement-related Complaint are as specified in the PDS.

31.2 A request for administrative review shall be made in the form provided.

**SECTION II - PREQUALIFICATION DATA SHEET (PDS)**

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
<b>A. General</b>	
ITA 1.1	<p>The Procuring Entity is: <b>KENYA BUREAU OF STANDARDS (KEBS)</b></p> <p>The identification of the Invitation for Prequalification is: <b>KEBS/PRE-Q/T006/2025/2028</b></p> <p><b>PRE-QUALIFICATIONS FOR PROVISION OF PRE-EXPORT VERIFICATION OF CONFORMITY (PVOC) TO STANDARDS SERVICES THE YEAR 2025-2028</b></p> <p>Prequalification will be based on <b>Individual Contracts</b></p>
ITA 2	The Source of funds shall be: <b>N/A</b>
ITA 5.2	Maximum number of members in the JV shall <i>not be allowed</i> .
<b>B. Contents of the Prequalification Document</b>	
ITA 8.1	<p>For clarification purposes, the Procuring Entity's address is:</p> <p align="center"><b>KENYA BUREAU OF STANDARDS (KEBS)</b>  <b>POPO ROAD OFF MOMBASA ROAD</b>  <b>P.O BOX 54974-00200</b>  <b>NAIROBI</b></p> <p align="center">Attention: <a href="mailto:procurement@kebs.org">procurement@kebs.org</a>  <a href="mailto:info@kebs.org">info@kebs.org</a>  <a href="mailto:agutuw@kebs.org">agutuw@kebs.org</a>  <a href="mailto:renam@kebs.org">renam@kebs.org</a></p>
ITA 8.3	Questions and requests for clarification made in writing or by email shall reach the Procuring Entity not later than <b>seven (7) days</b> prior to the deadline for closing the tender
ITA 8.5	Minutes of the pre-arranged site visit and those of the pre-proposal meeting at the web page <b>N/A</b>
ITT 9.2	Addendum issued shall be published at the website <a href="http://www.kebs.org">www.kebs.org</a>
<b>C. Preparation of Applications</b>	
ITA 12.1 (d)	The Applicant shall submit with its Application, the following additional documents: <b>N/A</b>
ITA 15.2(b)	The source for determining exchange rates is <b>N/A</b>
ITA 16.2	In addition to the original, the number of copies to be submitted with the Application is: <b>Three(3) copies</b>
<b>D. Submission of Applications</b>	
ITA 17.1	<p>The deadline for Application submission is:  Date: <b>TUESDAY 11<sup>TH</sup> FEBRUARY 2025</b>  Time: <b>12.noon EAT</b></p> <p>For Application submission purposes only, the Procuring Entity's address is:</p> <p align="center"><b>THE MANAGING DIRECTOR,</b>  <b>KENYA BUREAU OF STANDARDS.</b>  <b>POPO ROAD OFF MOMBASA ROAD</b>  <b>P.O BOX 54974-00200</b>  <b>NAIROBI</b></p> <p>The electronic Application submission procedures shall be: <b>N/A</b></p>
ITA 18.1	Late Applications will be returned unopened to the Applicants.

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
<b>A. General</b>	
ITA 19.1	The Procuring Entity will not accept late applications.
ITA 20.1	The opening of the Applications shall be at immediately thereafter at the KEBS Centre Conference Room. Tenderers or their representatives are free to attend the tender opening, <b>AT 12.noon EAT on TUESDAY 11<sup>TH</sup> FEBRUARY 2025</b>
ITA 20.2	The electronic Application opening procedures shall be: N/A
<b>E. Procedures for Evaluation of Applications</b>	
ITA 24.1	A margin of preference: <b>Applicable</b>  NB: Citizen contractors, or those entities in which Kenyan citizens own at least fifty-one per cent shares (51%), shall be entitled to twenty percent (20%) of their total score in the evaluation, provided the entities or contractors have attained the minimum technical score.
ITA 31.1	An Applicant wishes to make a Procurement-related Complaint, the Applicant should submit its complaint in writing (by the quickest means available, that is either by hand delivery or email) to:  <b>KENYA BUREAU OF STANDARDS (KEBS)</b> <b>POPO ROAD OFF MOMBASA ROAD</b> <b>P.O BOX 54974-00200</b> <b>NAIROBI</b>  <a href="mailto:procurement@kebs.org">procurement@kebs.org</a> <a href="mailto:info@kebs.org">info@kebs.org</a> <a href="mailto:agutuw@kebs.org">agutuw@kebs.org</a> <a href="mailto:renam@kebs.org">renam@kebs.org</a>

### SECTION III - QUALIFICATION CRITERIA AND REQUIREMENTS

1. This section contains all the methods, criteria, and requirements that the Procuring Entity shall use to evaluate Applications, all in one Form "Eligibility and Qualification Criteria". The information to be provided in relation to each requirement and the definitions of the corresponding terms are included in the Form.
2. The Procuring Entity shall insert one Form for each Lot or Contract in case of multiple contracts.
3. This form is generic and refers to works and construction. In case of Supply of Goods or Non-Consulting Services, the form shall be amended to read Goods or Non-Consulting Services as appropriate.



### **Preliminary examination for Determination of Responsiveness**

KEBS will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other mandatory requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements provided for in the preliminary evaluation criteria outlined below. Tenders that do not pass the Preliminary Examination will be considered non-responsive and will not be considered further.

In the preliminary evaluation stage, the Tenderer shall be substantially responsive to the following mandatory requirements of this tender and shall provide the following information to proceed to the technical stage:

No	MANDATORY REQUIREMENTS	Indicate page submitted in the tender document
1.	A list of all directors, giving full name, nationality, email address and daytime telephone numbers for each director ( <i>attach copies of respective passports biodata page</i> ).	
2.	A notarized/certified copy of certificate of business registration or its equivalent	
3.	A notarized/certified copy of valid Tax Compliance Certificate or its equivalent	
4.	Organizational Profile (Minimum content for qualification: <i>brief history, business activities, organizational structure showing how the services shall be offered</i> )	
5.	Curriculum vitae of the Key technical staff in charge of verification services detailed in the organizational structure in number 4 above	
6.	List of zones that the Tenderer intends to carry out the services (refer to – Table 1)	
7.	Notarized/certified copy(ies) of necessary license(s) to do business in each of the country (ies) in the zones as listed in Column 4, Table 1 below.	
8.	Evidence of current accreditation to <i>ISO/IEC 17020:2012 - Conformity assessment - Requirements for the operation of various types of bodies performing inspection</i> (Type A accreditation) <i>with a scope covering countries in the zones in 7 above (Column 4, table 1 Below)</i>	
9.	The tender shall provide full set of approved audited accounts for the last five (5) years (from 2019). Verifiable proof that the company has the financial strength to perform the services in form of full set of approved audited accounts for the last five (5) years (from 2019). In addition, the tenderer shall fill in the Financial Situation and Performance form provided in section IV . <b>Note 1: The latest approved audited financial account will also be accepted</b>	
10.	The Tenderer shall also include a sworn statement made before a commissioner for oaths/notary public for the following:  a) That the company has not filed for bankruptcy or is not under receivership.  b) That the Tenderer shall not have committed an offence relating to procurement under any other Act or Law of Kenya or any other jurisdiction or have been debarred for a specified period of time of not less than 3 years and must not be precluded from entering into contract with KEBS or the Government of Kenya as per the Act.	

	<p>c) That, except for client-provider relationships the Tenderer is not associated with any business that may lead to a conflict of interest or with another company bidding in this tender.</p> <p>d) That both the Tenderer and its legal representatives are free of any impediment to contract with the Kenya Bureau of Standards or the Government of Kenya and are not in any material legal dispute.</p>	
11.	Duly filled and signed Application Submission Letter in the format provided (refer to section IV )	
12.	Duly filled and signed <b>Applicant Information Form</b> in the format provided (refer to section IV )	
13.	Duly filled and signed <b>Applicant's JV Information Form</b> in the format provided (refer to section IV )	
14.	Duly filled and signed <b>Historical Contract Non-Performance, and Pending Litigation and Litigation History</b> in the format provided (refer to section IV )	
15.	Duly filled and signed <b>Financial Situation and Performance</b> in the format provided (refer to section IV )	
16.	Duly filled and signed <b>Average Annual Construction or Supply Contracts Turnover</b> in the format provided (refer to section IV )	
17.	Duly filled and signed <b>General Construction or Supply or service Contract Experience (<i>Select one</i>)</b> in the format provided (refer to section IV )	
18.	Duly filled and signed <b>Specific Construction and Contract Management Experience or Supply or service Contract Experience (<i>Select one</i>)</b> in the format provided (refer to section IV )	
19.	Duly filled and signed <b>Construction Experience or Supply or service contract in Key Activities (<i>select one</i>)</b> in the format provided (refer to section IV )	
20.	All Tender documents, including originals and copies, must be paginated. All Tenderers are required to submit their documents paginated in a continuous ascending order from the first page to the last page in this format, i.e., 1, 2, 3, ..., n (where n is the last page)	

**NOTE:** Attach a copy of valid practicing certificate for the commissioner for oaths/notary public for items notarized/certified in items 2,3, 7 and 10. The date of Notarization shall not be more than one (1) year as at the time of bidding

**NB:** Bidders must meet all the above mandatory requirements to qualify for technical evaluation

### Criteria for Evaluation of Technical Proposals

The technical proposals shall be evaluated according to the criteria set below. Tenderers who do not score at least **64 marks** out of the maximum **80 marks** in the evaluation of their technical proposals shall be disqualified

No.	Requirement	Evidence	Marks
1	Evidence of the Tenderer's physical presence and location, to provide PVoC services.	<p>i. Physical location (address) of registered offices and contact information (Email and Telephone, name, title, and contact information of the person responsible for services being tendered – <b>4 marks</b></p> <p>ii. Notarized/Certified copy(ies) of title/ lease/tenancy agreement for offices. – <b>4 marks</b></p> <p><b>Note 1:</b> A Tenderer cannot score marks in either i or ii in isolation</p> <p><b>Note 2:</b> A Tenderer must provide information required above for each of the countries in the zones as listed in Column 4 of Table 1 below.</p> <p>iii. Organizational structure clearly highlighting technical management and quality assurance in the provision of the service being tendered – <b>2 marks</b></p>	<b>10</b>
2	Evidence of current accreditation to ISO/IEC 17020:2012 with scope covering the products in this tender and the country where physical presence is required.	<p>The products scope per country where physical presence is required:</p> <ul style="list-style-type: none"> <li>▪ Food and agricultural products (<b>2 marks</b>)</li> <li>▪ Chemical products (<b>1 marks</b>)</li> <li>▪ Pharmaceuticals products (<b>1 marks</b>)</li> <li>▪ Medical devices (<b>1 marks</b>)</li> <li>▪ Petroleum products (<b>1 marks</b>)</li> <li>▪ Minerals (<b>1 mark</b>)</li> <li>▪ Electrotechnical and electronic products (<b>1 marks</b>)</li> <li>▪ Mechanical products (<b>1 marks</b>)</li> <li>▪ Civil, building and construction products (<b>1 marks</b>)</li> <li>▪ Textiles and leather products (<b>1 marks</b>)</li> </ul>	<b>11</b>
3	Experience in the provision of conformity assessment services.	A brief description of similar Conformity Assessment programme(s) undertaken for a cumulative period of not less than 5 years within the last 10 years accompanied with recommendation letters from the contracting authority(ies) addressed to the Managing Director, KEBS. ( <b>10 marks</b> )	<b>10</b>
4	Qualifications and experience of the company's personnel	<p>i. Evidence of training in conformity assessment standards (ISO/IEC 17020:2012 and ISO/IEC 17065:2012) and relevant work experience for inspectors and supervisory staff in each of the countries in the zone as listed in Column 4 of Table 1. (minimum work experience of three (3) years, attach training certificates and Curriculum Vitae provided in section IV - FORM PER 2) (<b>6marks</b>) (<b>2marks for each category</b> )</p> <p>ii. Evidence of training of quality assurance staff in category of products described in this tender (<b>KEBS/PRE-Q/T006/2025/2028</b>) and their relevant work experience. (minimum work experience of three (3) years, attach certificates and Curriculum Vitae provided in section IV -</p>	<b>15</b>

No.	Requirement	Evidence	Marks
		<p>FORM PER 2) <b>(6marks)- 3 marks training and 3marks experience</b></p> <p>iii. Relevant personnel certification in inspection (personnel certification is accreditation based on competencies relating to a profession, occupation, or job and individuals are registered by a competent authority/an ISO/IEC 17024:2012 accredited personnel certification body). <b>(3 marks)</b></p> <p><b>Note :</b> Unsigned CV and certificates not notarized / certified will not be considered.</p>	
5	<p>The information communications technology resources</p> <p>The tenderer must have an operational ICT system that is capable of fulfilling the following functions</p>	<p>i. Secure storage of data and information of Requests for Certification (RFC), inspection reports, test reports, registration/licensing evaluation reports, certificates of conformity, non-conformity report and any documents used as criteria for certification (Tenderer to provide a brief description of the system, system architecture and name of the database management system) – <b>4 marks</b></p> <p>ii. Maintain records with respect to conformity assessment activities undertaken under this tender and shall make records accessible to KEBS through an online system and real-time for seamless operations. – <b>3 marks</b></p> <p>iii. Integration with KEBS or any other entity as authorized by KEBS to provide specified data relating to certifications undertaken by the successful tenderer in Text, Excel, JSON or XML format as specified by KEBS through Application Programming Interface (API) documentation (Annex 6). The tenderer to provide description of the integration and scripts for JSON and XML formats as evidence– <b>3 marks</b></p>	<b>10</b>
6	Risk management framework	<p>The tenderer must demonstrate relevance of their system in profiling trade entities and products and how it will be used to profile goods under routes A, B and C.</p> <p>i. A brief description of an operational risk management framework for identification, assessment and evaluation, profiling, and reporting (communication) of risk levels of shipments – <b>2 marks</b></p> <p>ii. Evidence of an automated ICT based Operational Risk Management System (graphics and a system generated report)– <b>2 marks</b></p> <p>iii. Brief explanation supported by copies of inspection documents for consignments whose shipment was prevented following successful profiling in the last three (3) years – <b>1mark</b></p>	<b>6</b>

No.	Requirement	Evidence	Marks
		iv. Recommendation letter(s) from contracting authority (ies) whose conformity assessment program has applied or is applying the proposed risk management system.– <b>1 mark</b>	
7	Accredited laboratories	i. A schedule of the Tenderers own/affiliated laboratories accredited to ISO/IEC 17025:2017 in atleast Food, Agriculture, Chemical, textile and leather scopes in the zones bid for. <b>10 marks (2marks for each category)</b> <b>Note:</b> a schedule without the lab accreditation number, the name of accrediting body and scope of accreditation shall not be accepted	<b>10</b>
8	Professional Membership	The tenderer shall attach a notarized/ certified copy of membership to a professional body/ association regulating the conduct of inspection bodies.	<b>2</b>
9	Financial Strength	Audited financial accounts for the last five (5) years (from 2019) i. Current ratio for the last five (5) years above 1 ( <b>3 marks</b> ) ii. Cash flow ratio for the last five (5) years above 1 ( <b>3 marks</b> )  <b>Note 1:</b> A Tenderer to provide full set of signed audited accounts (must have auditor's opinion). In addition, the tenderer shall fill the Financial Situation and Performance form provided in as provided in section IV	<b>6</b>
		<b>Total Marks:</b>	<b>80</b>

**Table 1: Zones and Countries where physical presence is required based on number of CoCs**

ZONE	Number of CoCs issued	Countries in the Zone	Country Where Tenderer Must Be Physically Present with Registered Offices	Bidder to tick the zones they will be offering PVoC services
<b>ZONE 1</b>	114,912	<ul style="list-style-type: none"> <li>▪ China</li> <li>▪ Hong Kong</li> <li>▪ Taiwan</li> <li>▪ Mongolia</li> </ul>	<ul style="list-style-type: none"> <li>▪ China</li> </ul>	
<b>ZONE 2</b>	35,406	<ul style="list-style-type: none"> <li>▪ India</li> <li>▪ Pakistan</li> <li>▪ Sri Lanka</li> </ul>	<ul style="list-style-type: none"> <li>▪ India</li> <li>▪ Pakistan</li> </ul>	
<b>ZONE 3</b>	1,602	<ul style="list-style-type: none"> <li>▪ Japan</li> <li>▪ South Korea</li> </ul>	<ul style="list-style-type: none"> <li>▪ Japan</li> </ul>	
<b>ZONE 4</b>	6,198	<ul style="list-style-type: none"> <li>▪ Indonesia</li> <li>▪ Malaysia</li> <li>▪ Philippines</li> <li>▪ Thailand</li> <li>▪ Singapore</li> <li>▪ Vietnam</li> <li>▪ Cambodia</li> </ul>	<ul style="list-style-type: none"> <li>▪ Malaysia or Singapore</li> <li>▪ Thailand or Vietnam</li> <li>▪ Indonesia</li> <li>▪ Philippines</li> </ul>	

<b>ZONE 5</b>	831	<ul style="list-style-type: none"> <li>▪ Mexico</li> <li>▪ Guatemala</li> <li>▪ El Salvador</li> <li>▪ Honduras</li> <li>▪ Nicaragua</li> <li>▪ Costa Rica</li> <li>▪ Panama</li> <li>▪ Venezuela</li> <li>▪ Colombia</li> <li>▪ Brazil</li> <li>▪ Ecuador</li> <li>▪ Peru</li> <li>▪ Bolivia</li> <li>▪ Paraguay</li> <li>▪ Uruguay</li> <li>▪ Argentina</li> <li>▪ Chile</li> <li>▪ Cuba</li> <li>▪ Jamaica</li> <li>▪ Guyana</li> <li>▪ Dominican Republic</li> </ul>	<ul style="list-style-type: none"> <li>▪ Brazil</li> <li>▪ Argentina</li> <li>▪ Mexico</li> </ul>	
<b>ZONE 6</b>	671	<ul style="list-style-type: none"> <li>▪ Belarus</li> <li>▪ Ukraine</li> <li>▪ Georgia</li> <li>▪ Armenia</li> <li>▪ Azerbaijan</li> <li>▪ Turkmenistan</li> <li>▪ Uzbekistan</li> <li>▪ Kazakhstan</li> <li>▪ Kyrgyzstan</li> <li>▪ Tajikistan</li> <li>▪ Russia</li> <li>▪ Turkistan</li> </ul>	<ul style="list-style-type: none"> <li>▪ Russia</li> <li>▪ Ukraine</li> </ul>	
<b>ZONE 7</b>	5,301	<ul style="list-style-type: none"> <li>▪ Turkey</li> <li>▪ Iran</li> <li>▪ Iraq</li> <li>▪ Syria</li> <li>▪ Jordan</li> </ul>	<ul style="list-style-type: none"> <li>▪ Turkey</li> </ul>	
<b>ZONE 8</b>	16,587	<ul style="list-style-type: none"> <li>▪ Saudi Arabia</li> <li>▪ Oman</li> <li>▪ Lebanon</li> <li>▪ Yemen</li> <li>▪ Bahrain</li> <li>▪ Qatar</li> <li>▪ Kuwait</li> <li>▪ United Arab Emirates</li> </ul>	<ul style="list-style-type: none"> <li>▪ Saudi Arabia</li> <li>▪ United Arab Emirates</li> </ul>	

**SECTION IV- APPLICATION FORMS**

**1. Application Submission Letter**

Date: .....*[insert day, month, and year]*  
 ITT No. and title: ..... *[insert ITT number and title]*

To: .....*[insert full name of Procuring Entity]* We, the undersigned, apply to be prequalified for the referenced ITT and declare that:

- a) No reservations: We have examined and have no reservations to the Prequalification Document, including Addendum(s) No(s), issued in accordance with ITA 8: *[insert the number and issuing date of each addendum]*.
- b) No conflict of interest: We have no conflict of interest in accordance with ITA 5.7;
- c) Eligibility: We (and our subcontractors) meet the eligibility requirements as stated ITA 5, we have not been suspended by the Procuring Entity based on execution of a Tender/Proposal-Securing Declaration in accordance with ITA 5.8;

Suspension and Debarment: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA. Further, we are not ineligible under the Kenya laws or official regulations or pursuant to a decision of the United Nations Security Council;

State-owned enterprise or institution: *[select the appropriate option and delete the other]* *[We are not a state-owned enterprise or institution]* / *[We are a state-owned enterprise or institution but meet the requirements of ITA5.9];*

- f) Subcontractors and Specialized Subcontractors: We, in accordance with ITA 24.2 and 25.2, plan to subcontract the following key activities and/or parts of the works or supply contracts: ..... *[Insert any of the key activities identified in Section III-4.2 (a)or(b) or 4.3(a) or (b) which the Procuring Entity has permitted under the Prequalification Document and which the Applicant intends to subcontract along with complete details of the Specialized Subcontractors, their qualification and experience]*
- (g) Commissions, gratuities, fees: We declare that the following commissions, gratuities, or fees have been paid or are to be paid with respect to the prequalification process, the corresponding Tendering process or execution of the Contract:

<u>Name of Recipient</u>	<u>Address</u>	<u>Reason</u>	<u>Amount</u>
<i>[insert full name for each occurrence]</i>	<i>[insert street/ number/city/country]</i>	<i>[indicate reason]</i>	<i>[specify amount currency, value, exchange rate and KENYA SHILLING equivalent]</i>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*[If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Application]*

- (h) Not bound to accept: We understand that you may cancel the prequalification process at any time and that you are neither bound to accept any Application that you may receive nor to invite the prequalified Applicants to Tender for the contract subject of this Prequalification process, without incurring any liability to the Applicants, in accordance with ITA 26.1.
- (i) True and correct: All information, statements and description contained in the Application are in all

respect true, correct and complete to the best of our knowledge and belief.

Signed.....*[insert signature(s) of an authorized representative(s) of the Applicant]*

Name .....*[insert full name of person signing the Application]*

In the capacity of ..... *[insert capacity of person signing the Application]*

Duly authorized to sign the Application for and on behalf of: Applicant's

Name..... *[insert full name of Applicant or the name of the JV]*

Address ..... *[insert street number/town or city/country address]*

Dated on .....*[insert day number]* day of *[insert month]*, *[insert year]*

*[For a joint venture, either all members shall sign or only the authorized representative, in which case the power of attorney to sign on behalf of all members shall be attached]*



## 2 Form ELI -1.1 - Applicant Information Form

Date: ..... *[insert day, month, year]*

ITT No. and title: ..... *[insert ITT number and title]*

Page.....*[insert page number]* of *[insert total number]* pages

Applicant's name <i>[insert full name]</i>
In case of Joint Venture (JV), name of each member: <i>[insert full name of each member in JV]</i>
Applicant's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Applicant's actual or intended year of incorporation: <i>[indicate year of Constitution]</i>
Applicant's legal address [in country of registration]: <i>[insert street/ number/ town or city/ country]</i>
Applicant's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITA 5.6. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITA 5.3. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITA 5.9 documents establishing: Legal and financial autonomy Operation under commercial law Establishing that the Applicant is not under supervision of the Procuring Entity
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

**3. Form ELI-1.2 - Applicant's JV Information Form**

*[The following form is additional to Form ELI-1.1., and shall be completed to provide information relating to each JV member (incase the Applicant is a JV) as well as any Specialized Subcontractor proposed to be used by the Applicant for any part of the Contract resulting from this prequalification]*

Date: ..... *[insert day, month, year]*

ITT No. and title: ..... *[insert ITT number and title]*

Page.....*[insert page number]* of *[insert total number]* pages

Applicant name: <i>[insert full name]</i>
Applicant's JV Member's name: <i>[insert full name of Applicant's JV Member]</i>
Applicant's JV Member's country of registration: <i>[indicate country of registration]</i>
Applicant JV Member's year of constitution: <i>[indicate year of constitution]</i>
Applicant JV Member's legal address in country of constitution: <i>[insert street/ number/ town or city/ country]</i>
Applicant JV Member's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITA 5.6 <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and they are not under the supervision of the Procuring Entity, in accordance with ITA 5.9. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

#### 4. Form CON 2 - Historical Contract Non-Performance, and Pending Litigation and Litigation History

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: [insert full name]

Date: [insert day, month, year]

Joint Venture Member's Name: [insert full name]

ITT No. and title: [insert ITT number and title]

Page [insert page number] of [insert total number] pages

Non-Performed Contracts in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> Contract non-performance did not occur since 1 <sup>st</sup> January [insert year] specified in Section III, Qualification Criteria and Requirements, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 <sup>st</sup> January [insert year] specified in Section III, Qualification Criteria and Requirements, requirement 2.1			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and KENYA SHILLING equivalent)
[insert year]	[insert amount and percentage]	Contract Identification: [indicate complete contract name/ number, and any other identification] Name of Procuring Entity: [insert full name] Address of Procuring Entity: [insert street/city/country] Reason(s) for nonperformance: [indicate main reason(s)]	[insert amount]
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> No pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3.			
<input type="checkbox"/> Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below.			
Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
[insert year]	[insert amount]	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Entity: [insert full name] Address of Procuring Entity: [insert street/city/country] Matter in dispute: [indicate main issues in dispute] Party who initiated the dispute: [indicate "Procuring Entity" or "Contractor"] Status of dispute: [Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]	[insert amount]
Litigation History in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> No Litigation History in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4.			
<input type="checkbox"/> Litigation History in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)

<i>[insert year]</i>	<i>[insert percentage]</i>	<p>Contract Identification: [indicate complete contract name, number, and any other identification]</p> <p>Name of Procuring Entity: <i>[insert full name]</i></p> <p>Address of Procuring Entity: <i>[insert street/city/country]</i></p> <p>Matter in dispute: <i>[indicate main issues in dispute]</i></p> <p>Party who initiated the dispute: <i>[indicate "Procuring Entity" or "Contractor"]</i></p> <p>Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i></p>	<i>[insert amount]</i>
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## 5. Form FIN – 3.1 - Financial Situation and Performance

### Financial Situation and Performance

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: ..... [insert full name]

Date: ..... [insert day, month, year]

Joint Venture Member Name: ..... [insert full name]

ITT No. and title: ..... [insert ITT number and title]

Page..... [insert page number] of [insert total number] pages

#### 1. Financial data

Type of Financial information in (currency)	Historic information for previous <i>[insert number]</i> years, <i>[insert in words]</i> (amount in currency, currency, exchange rate*, USD equivalent)				
	Year 1	Year 2	Year 3	Year4	Year 5
<b>Statement of Financial Position (Information from Balance Sheet)</b>					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
<b>Information from Income Statement</b>					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
<b>Cash Flow Information</b>					
Cash Flow from Operating Activities					

\* Refer ITA 14 for the exchange rate

## 5.2 Sources of Finance

*[The following table shall be filled in for the Applicant and all parties combined in case of a Joint Venture]*

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of finance	Amount (Kenya shilling equivalent)
1		
2		
3		

## 5.3 Financial documents

The Applicant and its parties shall provide copies of financial statements for *[number]* years pursuant Section III, Qualifications Criteria and Requirements, Sub-factor 3.1. The financial statements shall:

- a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).
  - b) Be independently audited or certified in accordance with local legislation.
  - c) Be complete, including all notes to the financial statements.
  - d) Correspond to accounting periods already completed and audited.
- Attached are copies of financial statements<sup>1</sup> for the *[number]* years required above; and complying with the requirements

<sup>1</sup>If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.

**6 Form EXP - 4.2(b) - Experience service contract in Key Activities (select one)**

Applicant's Name: ..... [insert full name]

Date: ..... [insert day, month, year]

Applicant's JV Member's Name: ..... [insert full name]

Sub-contractor's Name..... (as per ITA 24.2 and 24.3): [insert full name]

ITT No. and title: ..... [insert ITT number and title]

Page.....[insert page number] of..... [insert total number] pages

All Sub-contractors for key activities must complete the information in this form as per ITA 24.2 and 24.3 and Section III, Qualification Criteria and Requirements, 4.2.

- Key Activity No. One: [insert brief description of the Activity, emphasizing its specificity]  
Total Quantity of Activity under the contract: \_\_\_\_\_

	<b>Information</b>			
Contract Identification	[insert contract name and number, if applicable]			
Award date	[insert day, month, year, e.g., 15 June, 2015]			
Completion date	[insert day, month, year, e.g., 03 October, 2017]			
Role in Contract [check the appropriate box]	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount	[insert total contract amount in contract currency(ies)]		KENYA SHILLING [insert exchange rate and total contract amount in KENYA SHILLING equivalent]	
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year [Insert extent of participation indicating actual quantity of key activity successfully completed in the role performed]	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i) x (ii)
Year 1				
Year 2				
Year 3				
Year 4				
Procuring Entity's Name:	[insert full name]			
Address: Telephone/fax number E-mail:	[indicate street / number / town or city / country] [insert telephone/fax numbers, including country and city area codes] [insert e-mail address, if available]			

2. Activity No. Two

3. ....

	Information
Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III:	
	<i>[insert response to inquiry indicated in left column]</i>



**11 FORM PER-2:  
Resume and Declaration - Contractor's Representative and Key Personnel.**

Name of Tenderer
------------------

Position [#1]: <i>[title of position from Form PER-1]</i>	
Personnel information	Name: _____ Date of birth: _____
	Address: _____ E-mail: _____
	Professional qualifications: _____
	Academic qualifications: _____
	Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>
Details	Address of Procuring Entity: _____
	Telephone: _____ Contact (manager / personnel officer): _____
	Fax: _____
	Job title: _____ Years with present Procuring Entity: _____

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Project	Role	Duration of involvement	Relevant experience
<i>[main project details]</i>	<i>[role and responsibilities on the project]</i>	<i>[time in role]</i>	<i>[describe the experience relevant to this position]</i>

**DECLARATION**

I, the undersigned.....*[insert either "Contractor's Representative" or "Key Personnel" as applicable]*, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Tender:-

Commitment	Details
Commitment to duration of contract:	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>
Time commitment:	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>

I understand that any misrepresentation or omission in this Form may:

- a) be taken into consideration during Tender evaluation;
- b) result in my disqualification from participating in the Tender;
- c) result in my dismissal from the contract.

Name of Contractor's Representative or Key Personnel:   [insert name]   Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_ Countersignature of authorized representative of the

Tenderer:.....Signature: \_\_\_\_\_ Date: (day month year): \_\_\_\_\_

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**PART 2 - NON - CONSULTING SERVICES  
REQUIREMENTS**

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## SECTION V - SCOPE OF WORKS, Goods or Non-Consulting Services required

### ACTIVITY SCHEDULE

In this section information relating to quantities of services to be performed in each zone /countries have been provided to enable tenders to be prepared efficiently and accurately.

Table 1 shows the expected business volumes based on the number of CoCs issued in the previous contracts for the period July 2022 to July 2024.

A tenderer bidding for a zone must respond to the requirement of this tender in respect of the countries in the zone as shown in table 1.

<b>ZONE</b>	<b>Number of CoCs issued</b>	<b>Countries in the Zone</b>	<b>Country Where Tenderer Must Be Physically Present with Registered Offices</b>	<b>Bidder to tick the zones they will be offering PVoC services</b>
<b>ZONE 1</b>	114,912	<ul style="list-style-type: none"> <li>▪ China</li> <li>▪ Hong Kong</li> <li>▪ Taiwan</li> <li>▪ Mongolia</li> </ul>	<ul style="list-style-type: none"> <li>▪ China</li> </ul>	
<b>ZONE 2</b>	35,406	<ul style="list-style-type: none"> <li>▪ India</li> <li>▪ Pakistan</li> <li>▪ Sri Lanka</li> </ul>	<ul style="list-style-type: none"> <li>▪ India</li> <li>▪ Pakistan</li> </ul>	
<b>ZONE 3</b>	1,602	<ul style="list-style-type: none"> <li>▪ Japan</li> <li>▪ South Korea</li> </ul>	<ul style="list-style-type: none"> <li>▪ Japan</li> </ul>	
<b>ZONE 4</b>	6,198	<ul style="list-style-type: none"> <li>▪ Indonesia</li> <li>▪ Malaysia</li> <li>▪ Philippines</li> <li>▪ Thailand</li> <li>▪ Singapore</li> <li>▪ Vietnam</li> <li>▪ Cambodia</li> </ul>	<ul style="list-style-type: none"> <li>▪ Malaysia or Singapore</li> <li>▪ Thailand or Vietnam</li> <li>▪ Indonesia</li> <li>▪ Philippines</li> </ul>	
<b>ZONE 5</b>	831	<ul style="list-style-type: none"> <li>▪ Mexico</li> <li>▪ Guatemala</li> <li>▪ El Salvador</li> <li>▪ Honduras</li> <li>▪ Nicaragua</li> <li>▪ Costa Rica</li> <li>▪ Panama</li> <li>▪ Venezuela</li> <li>▪ Colombia</li> <li>▪ Brazil</li> <li>▪ Ecuador</li> <li>▪ Peru</li> <li>▪ Bolivia</li> <li>▪ Paraguay</li> <li>▪ Uruguay</li> <li>▪ Argentina</li> <li>▪ Chile</li> <li>▪ Cuba</li> <li>▪ Jamaica</li> <li>▪ Guyana</li> <li>▪ Dominican Republic</li> </ul>	<ul style="list-style-type: none"> <li>▪ Brazil</li> <li>▪ Argentina</li> <li>▪ Mexico</li> </ul>	

<b>ZONE 6</b>	671	<ul style="list-style-type: none"> <li>▪ Belarus</li> <li>▪ Ukraine</li> <li>▪ Georgia</li> <li>▪ Armenia</li> <li>▪ Azerbaijan</li> <li>▪ Turkmenistan</li> <li>▪ Uzbekistan</li> <li>▪ Kazakhstan</li> <li>▪ Kyrgyzstan</li> <li>▪ Tajikistan</li> <li>▪ Russia</li> <li>▪ Turkistan</li> </ul>	<ul style="list-style-type: none"> <li>▪ Russia</li> <li>▪ Ukraine</li> </ul>	
<b>ZONE 7</b>	5,301	<ul style="list-style-type: none"> <li>▪ Turkey</li> <li>▪ Iran</li> <li>▪ Iraq</li> <li>▪ Syria</li> <li>▪ Jordan</li> </ul>	<ul style="list-style-type: none"> <li>▪ Turkey</li> </ul>	
<b>ZONE 8</b>	16,587	<ul style="list-style-type: none"> <li>▪ Saudi Arabia</li> <li>▪ Oman</li> <li>▪ Lebanon</li> <li>▪ Yemen</li> <li>▪ Bahrain</li> <li>▪ Qatar</li> <li>▪ Kuwait</li> <li>▪ United Arab Emirates</li> </ul>	<ul style="list-style-type: none"> <li>▪ Saudi Arabia</li> <li>▪ United Arab Emirates</li> </ul>	

## 1) PERFORMANCE SPECIFICATIONS AND DRAWINGS

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

### 2.1. Inspection/Verification Services

- 2.1.1.** The Contractor shall undertake consignment verification, certification, product registration or product licensing in line with the requirements outlined in the Route Procedures A, B and C as described in this tender (*Description of services*) and any amendment thereto as shall be approved by KEBS.
- 2.1.2.** Failure to provide services in a country where the tenderer has been contracted to provide the service shall attract a penalty equivalent to 15% CIF and a minimum of USD 5,000 for each instance the tenderer fails up to a maximum of 5 times. Solicitation by the tenderer of extra charges from the exporter/importer for cross border transport and accommodation of inspectors shall be construed as failure to provide services. Failure to provide services for more than 5 times within six months shall be deemed as a breach of contract. This shall not apply to countries where the parties have agreed in writing are undergoing a United Nations embargo or are under political strife.
- 2.1.3.** Where applicable, as outlined in procedures for Route A, B, and C the Contractor shall, in liaison with the exporter, schedule and perform the physical inspection of goods within four (4) working days for sea bound shipments and one (1) working day for air freight upon receipt of the duly completed Request for Certification form and other relevant documentation from the exporter unless a later date is requested by the exporter in writing.

- 2.1.4.** Failure to meet set timelines shall attract a penalty equivalent to ten times the verification fees charged or chargeable by the contractor.
- 2.1.5.** Qualifying tenderer shall submit to KEBS, a list of exporters registered or licensed every month, and the products registered or licensed together with surveillance inspection plans for each registration or license. Inspection selectivity shall be based on surveillance inspection plans submitted to KEBS by the contractor at the time of product registration or licensing. However, the frequency of inspections may be increased depending on the risk assessment conducted by the contractor.
- 2.1.6.** Where testing is required, qualified tenderer shall identify appropriate samples directly from the consignment during physical inspection for delivery by the exporter to the contractor's own laboratories or any other approved laboratory by the exporter for testing.
- 2.1.7.** Where a consignment has met all applicable requirements, the contractor shall issue an electronic certificate of conformity (COC) containing information and features as specified by KEBS within two (2) working days of receipt of final documentation and meeting payment terms from the exporter/importer for sea bound cargo and one (1) working day for airfreight. PDF versions of the certificates shall be submitted to KEBS at the end of each month.
- 2.1.8.** Where the exporter/importer desires a paper version of the certificate of conformity/certificate of inspection, the successful tenderer shall provide the paper certificate provided the certificate contains a means of verification of authenticity.
- 2.1.9.** The Contractor shall issue a Non- Conformity Report (NCR) in the medium and format to be specified by the client where the verified consignment fails to comply with the standards, specifications or any requirement notified by the Client within two (2) working days of identifying the non-conformity for sea bound cargo and one (1) working day for airfreight.
- 2.1.10.** Failure to meet set timelines with regard to issuance of CoC/NCR shall attract a penalty equivalent to ten (10) times the verification fees charged or chargeable by the tenderer.
- 2.1.11.** Failure to comply with set timelines for more than 5% of all consignments handled per month shall be deemed as a breach of contract.
- 2.1.12.** Issuance of a COC for non-conforming product(s) shall attract a penalty equivalent to ten (10) times the verification fees charged or chargeable by the contractor for the consignment in which such product is shipped.
- 2.1.13.** The contractor shall in the course of their work done under this tender take into account any legal or regulatory requirements as notified by KEBS.
- 2.1.14.** Issuance of a CoC to a consignment in disregard of such a notification shall attract a penalty of ten (10) times the fees charged or ought to be charged by the tenderer.
- 2.1.15.** The tenderer must have an ICT system that is capable of fulfilling the following functions:
  - i. Secure storage of data and information of Requests for certification (RFC), inspection reports, test reports, registration/licensing evaluation reports, certificates of conformity, certificates of inspection, non-conformity report and any documents used as criteria for certification.
  - ii. Maintain records with respect to conformity assessment activities undertaken under this tender and shall make records accessible to KEBS through an online system and real-time for seamless operations.
  - iii. Integration with KEBS or any other entity as authorized by KEBS to provide specified data relating to certifications undertaken by the successful tenderer in Text, Excel, JSON or XML format as often as specified by KEBS through Application Programming Interface (API) documentation.

- 2.1.16.** Only documents accessed through the system shall be deemed as having been considered with regard to a certification decision by the tenderer.
- 2.1.17.** Failure to provide any of the services listed in 2.2.15 over a continuous period exceeding one week shall be deemed as breach and may lead to termination of the contract for service at KEBS' discretion.
- 2.1.18.** The Contractor shall provide information within their knowledge to KEBS regarding any violation of Kenya laws and illegal cargo bound for Kenya.
- 2.1.19.** The Contractor shall cooperate with KEBS to facilitate monitoring of its conformity assessment activities provided under this tender and shall provide required information to KEBS to facilitate such monitoring.
- 2.1.20.** KEBS shall schedule annual operational audits as part of monitoring and evaluation of the implementation PVoC Program in up to four countries and annual financial audit at the tenderer's financial reporting center. The first audit shall be within six (6) months after commencement of service and subsequent audits will take place on such dates as will be specified by KEBS subject to issuance of a minimum of thirty (30) days' written notice to the successful tenderer. This exercise will be funded by KEBS.
- 2.1.21.** At the discretion of KEBS, failure to cooperate with audit requirement may lead to termination of the contract.
- 2.1.22.** The Contractor shall seal full load containers upon inspection as notified by KEBS. The seal number(s) and container number(s) shall be indicated in the Certificate of Conformity or Certificate of Inspection.
- 2.1.23.** Failure to seal a container as notified by KEBS shall attract a penalty of 10 times the fees charged or ought to be charged by the tenderer.
- 2.1.24.** The Contractor shall implement an effective risk-management system to support certification services provided. The system should enable profiling of risks associated with shipments and provide sufficient controls to mitigate against the risks.

## **2.2. Use of Standards**

- 2.2.1.** The Contractor shall acquire the current editions of Kenya Standards on product requirements and test methods through subscription to KEBS Information Resource Center. Acquisition of the relevant Kenya standard is a pre-requisite for certification of any product.
- 2.2.2.** The Contractor shall certify a product for which a Kenya Standard exists only after conformity to the Kenya standard has been demonstrated.
- 2.2.3.** For products without Kenya Standards, the Contractor will apply available specification in the following order of priority:
- i. International Standard,
  - ii. National/regional standards applicable in the country of manufacture,
  - iii. Manufacturer's specifications.
- Where the manufacturer's specifications are used, they shall be submitted as part of the quality documents and presented to KEBS upon request.
- 2.2.4.** Failure to apply the standards as approved by the KEBS shall attract a penalty equivalent to ten (10) times the fees charged or ought to be charged for the consignment in which the product is shipped.

## **2.3. Inspection fees**

The contractor shall require exporters to pay inspection fees as follows: 0.6% of FOB value for Route A, 0.55% OF THE fob value for Route B and 0.5% of the FOB value for Route C subject to a minimum of USD 300 and a maximum of USD 3500.

Charging below or above the approved fees constitutes a breach of contract and may lead to its termination at the discretion of KEBS.

## **2.4. Remittances to KEBS**

**2.4.1.** The contractor shall ensure that the royalties equivalent to a minimum of 31% of the fees charged by the contractor or its agents for services provided under this tender except the charges specifically excluded herein are remitted to the client on monthly basis within fourteen (14) days of the subsequent month.

## **2.5. Subcontracting of PVoC Services**

**2.5.1.** Testing services may be subcontracted to any of the following laboratories.

- i. ISO/IEC 17025: 2017 accredited laboratories
- ii. Government owned laboratories

**2.5.2.** The Contractor may subcontract physical inspection services in countries where physical presence is not mandatory, as provided for in table 1, with prior notification to KEBS.

## **2.6. Personnel**

**2.6.1.** The Contractor shall engage qualified personnel to carry out the services under this tender.

**2.7.** The contractor shall be required to establish an operational office in Kenya within six (6) months from the date of commencement of the contract.

## **2.8. Performance of the contractor**

**2.8.1.** The performance of the contractor shall be reviewed bi-annually to ascertain the position of conformity to the contract. This shall be guided by periodic reports and compliance to conditions of the contract.

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

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

## **2.9. LIABILITIES**

Irrespective of the legal basis and in particular in the event of a breach of contractual obligations and tort, the liability of Contractor for all damage, loss and reimbursement of expenses caused by legal representatives and/ or employees of Contractor shall be limited to the 100% of contract value subject to a maximum of USD 2,700,000.

Neither party shall have any liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss or any loss of profit or revenue, loss of production or downtime costs, loss of contract or loss of goodwill or other pure economic loss arising under or in connection with agreement ('consequential loss')

## **2.10. INDEMNITY**

The Contractor shall indemnify and hold harmless the Client from and against any and all loss, costs (including legal costs and attorney's fees), settlements, decisions by courts, tribunals and any other competent authority and damages, liabilities, of whatever nature arising from any claims or action arising out of a breach of any covenant, representation or warranty in this contract; and non-performance or deficiency including all third-party claims of infringement of patent, industrial design or any intellectual property in the execution of the Contractor's obligations under this contract.

In addition, the Contractor shall indemnify and hold harmless the Client, from and against any loss, costs, expenses, decisions by courts, tribunals or any other competent authority and damages resulting from any action, deficiencies or claims arising out of erroneous issuance of Certificates of Conformity on products or goods which the Client subsequently rejects on the basis of the products being found to be non-conforming to standards at the point of arrival in Kenya. or resulting from the negligence on the part of the Client and their personnel in performing their obligations under this Contract.



## **2.11. TERMINATION OF CONTRACT**

### **2.11.1. Termination by either party**

Either party to this Contract may terminate this Contract by giving the other a thirty (30) day notice of termination in writing. A party terminating the Contract under this sub clause shall not be required to assign any reasons to the termination. Termination under this clause shall not cause the Client to call on the Performance Bond.

### **2.11.2. Termination by the Client**

Notwithstanding anything to the contrary contained in this Contract, and without prejudice to any other remedy for breach of this Contract, this Contract shall terminate at the option of the Client and at the lapse of a thirty (30) day notice in writing by the Client to the Contractor specifying any of the events herein below and requiring the Contractor to rectify the same within the thirty-day notice period, that is to say, if the Contractor:

- (i) Fails to rectify any breach before the lapse of the Notice period specified herein;
- (ii) Ceases or threatens to cease to carry out the services or takes or threatens to take any action to liquidate its assets, or stops making payments in the usual course of business;
- (iii) Fails to adhere to the fees chargeable for the services as set out in the Contract;
- (iv) Fails and or defaults to remit any payment due to the Client on the due date;
- (v) Employs personnel who do not have the technical and professional competence to carry out inspection, testing and certification activities under this Contract;
- (vi) If the Client discovers the Contractor to have engaged in corrupt or fraudulent practices in competing for or in executing this Contract. For the purpose of this clause "Corrupt Practices" means the offering, giving, receiving or soliciting of any value to influence the action of a public official in the bidding process or in Contract misrepresentation of facts in order to influence a selection process or the execution of a Contract;
- (vii) As a result of *Force Majeure*, the Contractor is unable to perform a material portion of the services for a period of not less than Thirty (30) days.

### **2.11.3. The following events shall occasion immediate termination of the contract at the instance of the Client;**

Where the Contractor:

- (i) Charges below or above the approved fees constitutes a breach of contract and may lead to its termination at the discretion of the Client.
- (ii) issues COC's for non-conforming products or in disregard of any legal or regulatory requirements as notified by the Client, provided that this provision shall not apply if the percent (%) number of COC's issued for any non-conforming products is not more than two (2) of the certified products within a period of six(6) months;
- (iii) Certifies prohibited goods provided that this provision shall only apply if the contractor had been notified of the prohibited items by the client.
- (iv) Fails to comply with the set timelines for more than 5% of all consignments handled per Month.
- (v) becomes insolvent or bankrupt or makes any arrangements with its creditors for relief of debts or takes advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (vi) Fails to store, maintain and provide access to personnel authorized by the Client all copies of RFC, inspection reports, test reports, registration/licensing, evaluation reports and any documents used as a criterion of certification over a continuous period exceeding one week.
- (vii) Failure to generate and transmit to the Client data and reports in the medium and format specified by the Client over a continuous period exceeding one week.
- (viii) Failure to provide services for more than 5 times within thirty (30) days shall be deemed as a breach of contract. Solicitation by the tenderer of extra charges from the exporter/importer for cross border transport and accommodation of inspectors shall be construed as failure to provide services.
- (ix) Fails to integrate its system with the client's for seamless exchange of certification data (COC, NCR SoR/SoLs) within six (6) months of commencement of this contract provided that this

provision shall only apply once the client has configured and availed a system for integration as per the API (Application Programme Interface) specified in the tender document.

#### **2.11.4. Termination by the Contractor**

Notwithstanding anything to the contrary contained in this Contract, and without prejudice to any other remedy for breach of this Contract by the Client, this Contract shall at the option of the Contractor terminate by the Contractor giving a Six (6) Months' notice in writing to the Client: -

- (i) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same after notice has been given to the Client by the Contractor;
- (ii) if, as a result of *Force Majeure*, the Contractor is unable to perform a material portion of the services for a period of not less than thirty (30) days.

#### **2.11.5. Cessation of Rights and Obligations**

Upon termination of this Contract as provided herein, all rights and obligations of the parties here under shall cease, except;

- i. such rights and obligations as may have accrued on the date of termination or lapse of this contract by effluxion of time;
- ii. the obligation to Confidentiality;
- iii. the Contractor's obligation to permit inspection, copying and auditing of its accounts and records by the Client or its authorized representatives;
- iv. the Contractor's obligation to remit any payments that were due and owing to the Client before termination; and
- v. any right, which a party may have under the Applicable Law.

##### **1. Cessation of Service**

Upon termination of this Contract under clause 7, the Contractor shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the services to a close in a prompt and orderly manner.

##### **2. Resolution of disputes**

The Client and the Contractor shall make every effort to resolve amicably by negotiations in a consultative manner any disagreement or dispute arising between them under or in connection with the contract on a without prejudice basis.

Nothing in this clause shall prohibit any party from seeking any injunctive relief from the Courts of Law in Kenya.

# ANNEXES

## ANNEX 1

### ROUTE A: CONSIGNMENT CERTIFICATION

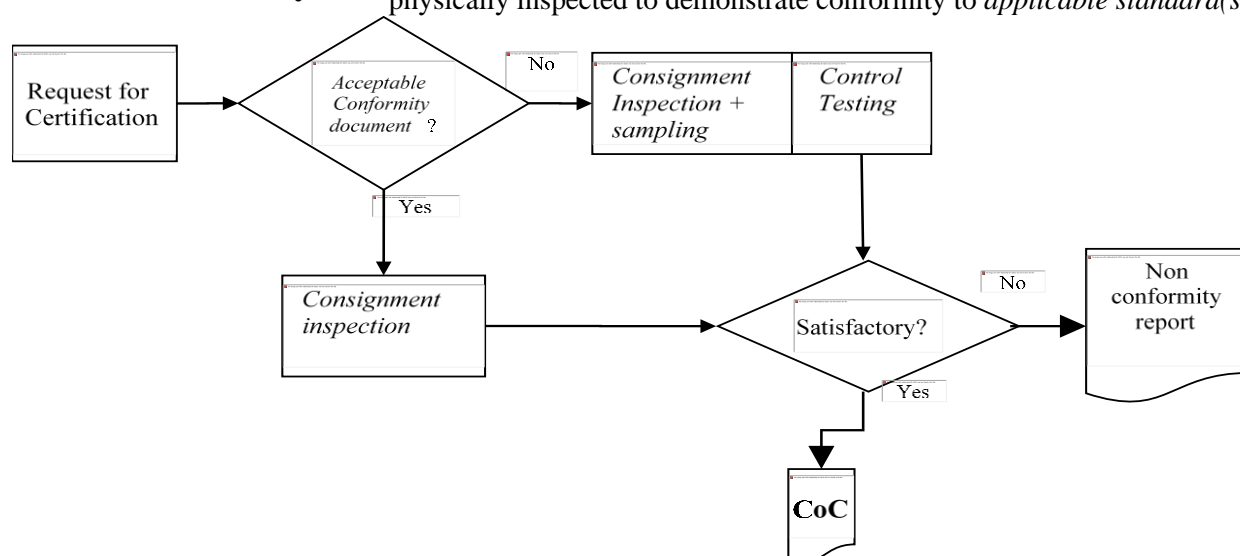
#### 1.0 Introduction

This route is open to any trade party, shipments or products.

This procedure is based on the CBCA (Consignment Based Conformity Assessment) Code of Practice of IFIA (International Federation of Inspection Agencies). Arrangements have been made in accordance with PVOC objectives and Kenyan trade configuration.

Under Route A, products to be shipped shall have to be

- *control tested* or provided with *acceptable conformity document* and
- physically inspected to demonstrate conformity to *applicable standard(s)*



The certification process under Route A is as outlined below;

#### 2.0 ***Submission of Request for Certification (RFC) by the Exporter***

The exporter shall complete and submit RFC form to the respective PVoC Partner's office together with the following information/documentation;

- Unique Consignment Reference -*UCR Number (mandatory)*
- Proforma/commercial invoice (mandatory)
- Packing list (mandatory)
- Import Declaration Form (IDF) – *(where applicable)*
- Copy of product technical specification from the manufacturer *(if available)*
- Manual/ operating instructions *(where applicable)* The manual/instruction shall include English or Swahili translation
- Production data (i.e. Batch size and number, Name of manufacturer, Date of manufacture/expiry, manufacturer's certificates – *where applicable*)
- QMS Certificates *(if available)* ix. Distributorship/Dealership agreements- *if available* (only applicable to manufacturer authorized distributors/ Dealers)
- Test reports traceable to the goods being shipped, *(if available)*

#### 3.0 ***Review of RFC/ Documentation by the PVoC Partner.***

The PVoC Partner shall review the documentation for completeness and to;

- Establish the *applicable Standard* and related *essential requirements*
- Review provided conformity documents (if any) for each line item to define whether they are acceptable or not.

- iii. Prepare inspection Instructions and testing instructions with due regard to the requirements of the relevant standards.

#### **4.0 Consignment Inspection**

The inspection shall be carried out as per the instruction prepared under 3.0 (iv) above.

#### **5.0 Consignment Testing**

When *control testing* is required, samples shall be selected during consignment inspection and forwarded to the laboratory that will perform the tests.

Note: Samples shall be drawn and forwarded to testing laboratory by PVoC Partners.

#### **6.0 Issuance of the Final Certification Documentation (Certification Decision) by the PVoC Partner**

The PVoC Partner shall take a certification decision and issue Certificate of Conformity, or a Non-Conformity Report based on the inspection and test reports.

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

**Notes:** *Where testing has to be carried out, the final decision on conformity of goods will be taken no earlier than completion of testing.*

## **ANNEX 2:**

### **PROCEDURE FOR REGISTRATION AND CERTIFICATION OF REGISTERED GOODS “ROUTE B”**

#### **1.0 Introduction**

Registration (Route B) offers a fast-track certification process for exporters who have demonstrated compliance to the PVoC program and who export goods having reasonable and consistent levels of conformity through registration of such products by the PVoC agent.

Product registration is recommended to Exporters having frequent shipments.

During preparation of the procedure, reference was made to the following document:

*International federation of Inspection Agencies (IFIA) Code of Practice for Consignment Based Conformity Assessment Services, May 2012*

Acknowledgement is hereby made for assistance derived from this source

**Note:** The following products are not eligible for registration under Route B (i.e. are only subject to certification under Route A only):

1. Sugar
2. Cereals and pulses such as rice, wheat, beans, maize etc.,
3. Fertilizer
4. Animal and Fishery products (fresh and frozen- not further processed),
5. Fresh dairy products
6. Fresh horticultural produce
7. Used or secondhand goods

#### **2.0 Registration Process**

##### **2.1 Submission of Application Form for Registration to PVoC Agent by the Exporter**

Exporters (i.e. Trader or Manufacturer) seeking registration of their products under the PVoC Programme shall fill and submit to the PVoC Agent the Registration Application Form (available on the website) together with the following documentation:

- i. Copy of product technical specification – from the manufacturer (if available)
- ii. Manual/ operating instructions (where applicable)

- iii. QMS Certificates (mandatory)
- iv. Distributorship/ Dealership agreements- if available (only applicable to manufacturer authorized distributors/ dealers)
- v. Test reports, and Certificate of Conformity for same goods previously shipped to Kenya under the PVOC program- (*Mandatory*)

**Note:** Traders dealing in branded goods shall provide evidence of their relationship with The Original Equipment Manufacturer (OEM)

**2.2 *Review of Registration Application by the PVoC Agent*** PVoC Agent shall;

Perform a review of the test reports and the certificate of conformity. At least one (1) previous shipment of same product(s) MUST have been subjected to control testing by any of the PVOC Partners and complied. Where they are none, then the Partner shall undertake control testing of the product(s) in accordance with the applicable product standards

On successful review of registration application, a statement of registration (SoR) is issued for the products and is valid for 1 year (upon payment of the applicable fees).

**3.0 *Monitoring of Registered Goods by PVoC Agent***

The PVoC agent shall draw a monitoring plan for all the products listed in a SoR and submit the plan to KEBS in an agreed format.

Monitoring shall be carried out as detailed in the surveillance monitoring plan for registered products throughout the validity period of the registration.

**4.0 Suspension of a registration for a product**

**4.1** The registration may be suspended for a limited period in the following cases:

- i. If product nonconformity is detected of such a nature that immediate withdrawal is not necessary
- ii. If the exporter contravenes the terms of the registration
- iii. If the manufacturer notifies the agent of intention to suspend or suspends production of the affected product for a limited time

**4.2** The agent shall on suspension of a registration notify KEBS PVOC office. Products under a suspended registration shall be certified in line with the procedure for —Route A1 certification.

**5.0 Withdrawal (cancellation) of a Registration**

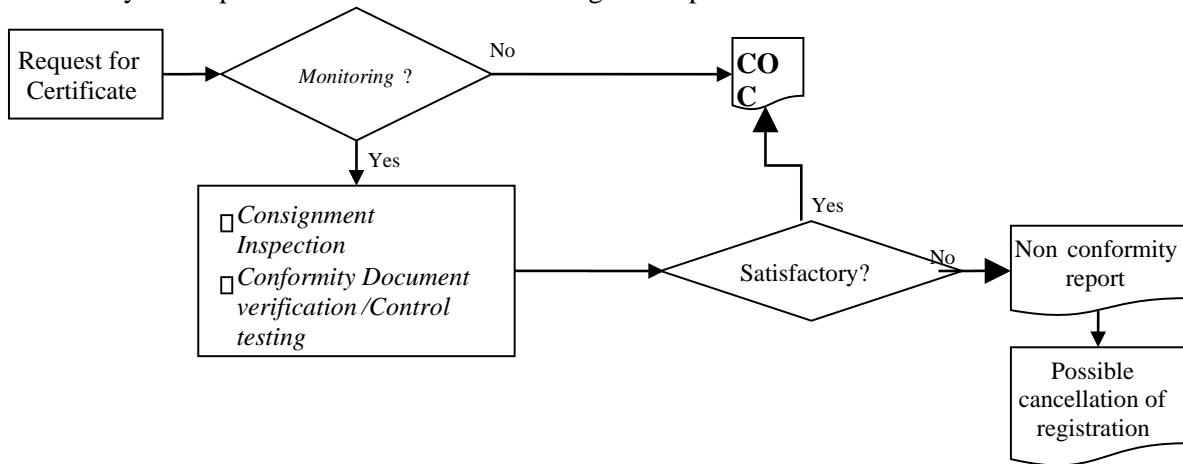
**5.1** The registration may withdraw in the following cases:

- i. If a product nonconformity is detected
- ii. If the exporter contravenes the terms of the registration agreement
- iii. If the exporter fails to take adequate corrective measures after suspension of the registration
- iv. If the manufacturer notifies the agent of intention to suspend or suspends production of the affected product for a limited time.
- v. Voluntary discontinuation by the exporter
- vi. Change in production process, brand ownership or product requirements that makes it impossible to ensure continued conformity.

**5.2** The agent shall on withdrawal of a registration notify KEBS. Products under a suspended registration shall cease to be designated as such and shipments shall be treated under route A.

## 6.0 Certification Process for Registered Products

Shipments of registered products require Certificate of Conformity in order to be permitted into Kenya. The procedure for certification of registered products is as follows:



### 6.1 Submission of Request for Certification (RFC)

The exporter shall fill and submit the RFC the PVoC Agent along with the following documentation/information;

- i. Valid Statement of Registration.
- ii. Unique Consignment Reference number (*mandatory*)
- iii. Proforma invoice/ Commercial Invoice and packing list.
- iv. Import Declaration Form (*where applicable*)

The concerned PVoC Agent shall review the documentations with a view to establishing the validity of the Statement of Registration and decide whether monitoring for the shipment based on their submitted monitoring plan.

Where monitoring is required, the PVoC agent shall inspect and test/review test reports for the registered products to determine if conformity to quality requirements is being maintained.

### 6.2 Issuance of the Certificate of Conformity (CoC) or Non-Conformity Report (NCR)

Upon completion of the monitoring (if any) and submission of final invoice, the PVoC agent shall issue a CoC or a NCR.

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

## **ANNEX 3: PROCEDURE FOR LICENSING AND CERTIFICATION OF LICENSED CONSIGNMENTS “ROUTE C”**

### 1.0 Introduction

Licensing (Route C) offers a fast-track certification process for manufacturers who have a compliant and appropriate quality management system in place.

During preparation of the procedure, reference was made to the following document:

*International federation of Inspection Agencies (IFIA) Code of Practice for Consignment Based Conformity Assessment Services, May 2012*

*ISO/IEC Guide 28:2004*

Acknowledgement is hereby made for assistance derived from these sources.

### 1.1 Licensing Criteria

- i. Be the manufacturer of the products (or the official representative of the manufacturer)
- ii. Have a compliant quality management system implemented at factory level (shall include all production sites authorized to manufacture the products). This shall be demonstrated by at least one of the following conditions:
- iii. Have a valid certification issued by an accredited body. Following certifications are acceptable: ISO 9001, ISO/TS 16949, HACCP, ISO22000, ISO13485 and the like.
- iv. Manufacture products certified to safety standards, be authorized to affix a safety certification mark on these products and have its factories periodically inspected for these certification marks (last factory inspection report to be provided with certificates related to the products).

**Note:** The following products (commodities) are not eligible for licensing under Route C (i.e. are only subject to certification under Route A only):

8. Sugar
9. Cereals and pulses such as rice, wheat, beans, maize etc,
10. Fertilizer
11. Animal and Fishery products (fresh and frozen- not further processed),
12. Fresh dairy products
13. Fresh horticultural produce
14. Used or secondhand goods

On successful review of licensing application, a statement/notification of licensing is issued for the products and is valid for 1 year (upon payment of the applicable fees).

### 2.0 Licensing Process

#### **2.1 Submission of Application Form for Licensing**

Applications for product licensing shall be submitted by the product manufacturer (or the official representative of the manufacturer) . The application shall be accompanied by the necessary supporting documents-test reports and the manufacturer’s quality system documentation.

#### **2.2 Review of Licensing Application by the PVoC Partner PVoC**

Partner shall:

- i. Perform a review of the manufacturer’s quality management system documentation and communicate the review outcome to the manufacturer within 4 working days.
- ii. The PVoC Partner shall conduct an assessment of the production process

- iii. Perform a review of the test reports submitted but where they are not submitted or are inadequate the partner shall undertake testing of the product in accordance with the applicable product standard.

#### **2.4 Licensing Decision**

After the review of the application, the PVOC partner shall in case of satisfactory results, grant the manufacturer a Statement of Licensing (SoL). The SoL shall be valid for a period of one (1) year, upon payment of applicable fees. If the manufacturer does not meet the criteria for licensing the Partner shall communicate the non-conformities to the manufacturer.

### **3.0 Monitoring of Licensed Goods**

#### **3.1. Annual Audits**

The PVoC Partner shall conduct an annual audit of the manufacturing process and review the quality management system for licensed products. Audit schedule for each licensed product(s) shall be submitted to KEBS together with SoL immediately after licensing.

#### **3.2. Surveillance Inspection**

Surveillance inspection plan with at least 2 surveillance inspections being scheduled during the validity period of the license shall be prepared and shared with KEBS.

Surveillance Inspection shall be carried out as detailed in the surveillance plan.

#### **4.0 Suspension of a license for a product**

##### **4.1 The license may be suspended for a limited period in the following cases:**

- i. If product nonconformity is detected of such a nature that immediate withdrawal is not necessary
- ii. If the licensee misuses the ISM through misleading advertisements and does not undertake the necessary corrective actions when required to do so
- iii. If the licensee contravenes the terms of the license
- iv. If the manufacturer notifies the partner of intention to suspend or suspends production of the affected product for a limited time

##### **4.2 The partner shall on suspension of a license notify KEBS PVOC office. Products under a suspended license shall be certified in line with the procedure for —Route A1 certification and the licensee will be prohibited from applying the ISM for the duration of the suspension.**

#### **5.0 Withdrawal (cancellation) of a License**

##### **5.1 The license may withdraw in the following cases:**

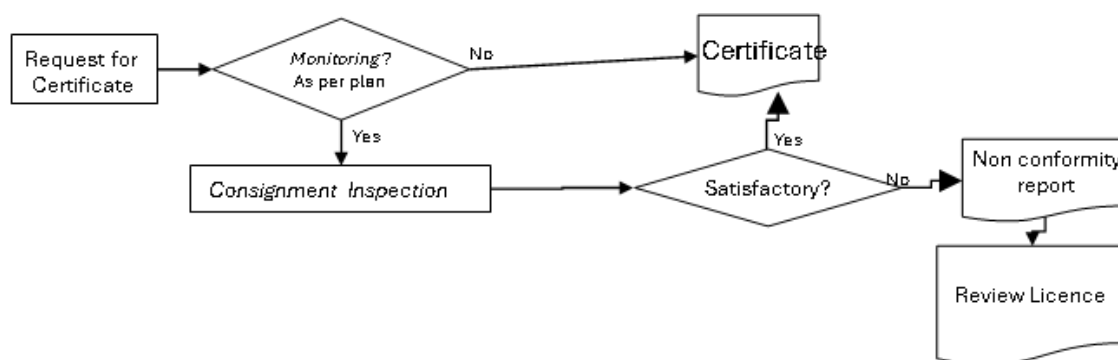
- i. If a product nonconformity of a serious nature is detected
- ii. If the licensee contravenes the terms of the license agreement
- iii. If the licensee fails to take adequate corrective measures after suspension of the license
- iv. If the manufacturer notifies the partner of intention to suspend or suspends production of the affected product for a limited time
- v. Voluntary discontinuation by the licensee
- vi. Change in production process, brand ownership or product requirements that makes it impossible to ensure conformity.

##### **5.2 The partner shall on withdrawal of a license notify KEBS. Products under a suspended/withdrawn license shall cease to be designated as such and shall be treated as Route A shipments.**



## 6.0 Certification Process for Licensed Products

Shipments of licensed products require Certificate of Conformity in order to be permitted into Kenya. The procedure for certification of licensed products is as follows:



### 6.1 *Submission of Request for Certification (RFC)*

The exporter shall fill and submit the RFC (available on the website) at least 4 days before shipment to any PVoC Partner along with the following documentations;

- I. Valid Statement of Licensing.
- II. Proforma invoice and where applicable Import Declaration form (IDF) III. Unique Consignment Reference Number (UCR)

The PVoC Partner shall review the documentation with a view to establishing the validity of the Statement of Licensing and decide whether monitoring will be performed or not on this shipment.

### 6.2 *Consignment/ Shipment monitoring by PVoC Partner*

This step shall be performed as per scheduled surveillance monitoring schedule.

Under the monitoring, consignment inspection is carried out on products having acceptable conformity documents.

PVOC partner may also request control testing and/or conformity document review when a specific doubt is identified.

### 6.3 *Step 3: Issuance of the Certificate of Conformity (CoC) or Non-Conformity Report (NCR)* Upon completion of the monitoring (if any), and submission of final invoice, the PVoC Partner shall issue CoC or NCR.

**ANNEX 4: PVoC integration (Application Programming Interface) requirements/documentation.**

**1 Introduction**

The purpose of this document is to describe the standard API Integration specification for KEBS Information Management System (KIMS) integration with contracted PVoC partners. The applicable interface type is REST or SOAP while Communication protocol will be HTTPS (1 way SSL or 2 way SSL).

**2 Data Flow Design**

These is a diagrammatic flow of the various message exchange between KEBS and PVoC partners.

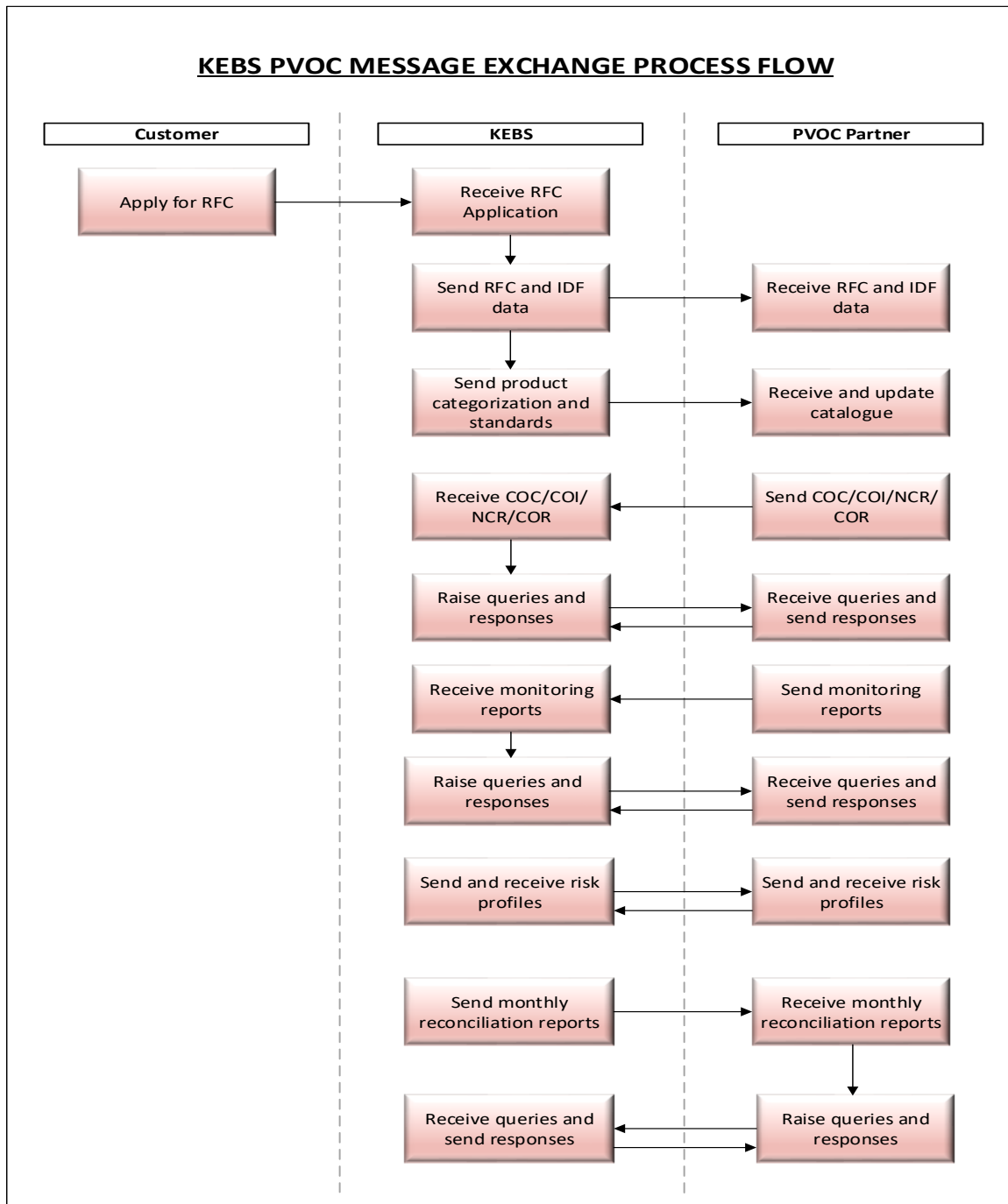


Figure 1: Message Exchange Data Flow

Table 1: Categorization of Exchange Messages (Used Motor Vehicles, Mobile Equipment & Spare Parts and General Goods)

Message	Category of Applicable	Description	Source	Destination
RFC Data	Used Motor Vehicles, Mobile Equipment  General Goods	To be sent to the selected PVOC chosen by the trader.	KEBS	PVOC
IDF Data	Used Motor Vehicles, Mobile Equipment  General Goods	Sent to PVOC during RFC creation to offer additional details on the IDF at hand. List of items will be contained in the IDF	KEBS	PVOC
COC/NCR/COI Data	General Goods	To be sent to KEBS once after it is issued to the trader/importer	PVOC	KEBS
COR Data	Used Motor Vehicles, Mobile Equipment	To be sent to KEBS once after it is issued to the trader/importer	PVOC	KEBS
Product Categorization based on HS code	General Goods	Sent to PVOC to allow partners categorize products based on KEBS categories	KEBS	PVOC
Reconciliation - Invoicing	Used Motor Vehicles, Mobile Equipment  General Goods	Payment management for PVOC collections to KEBS.	KEBS	PVOC
Monitoring 1. Timelines 2. Sealing 3. Standards used 4. Test reports	Used Motor Vehicles, Mobile Equipment  General Goods	Data/remarks exchange to handle trader or partner complaints raised, as well as a monitoring tool to monitor partner performance based on set matrices by KEBS.	PVOC PVOC PVOC PVOC	KEBS KEBS KEBS KEBS
Risk Profile	Used Motor Vehicles, Mobile Equipment  General Goods	Sent to PVOC with a risk matrix of traders whose details appear in QAIMSS risk module	KEBS	PVOC
Queries 1. Partner Queries 2. Partner responses 3. KEBS queries 4. KEBS responses	Used Motor Vehicles, Mobile Equipment  General Goods	Queries against any application or certification between KEBS & PVOC	PVOC  KEBS	KEBS  PVOC

### 3 API Authorization

The mode of authorization shall be oauth2 for the production environment, where a set of credentials shall be generated for each partner. Using these credentials, a partner shall obtain a token and use it for all subsequent API calls as long as the token is valid.

Authentication payload:

```
{
  "username": "",
  "password": ""
}
```

The request returns a token. To authorize API requests, the authorization header is passed as “Authorization: Bearer” followed by the token string.

#### 4 Base URL

The base URL to be used for each API call

*Will be provided later upon signing of contract*

#### 5 RFC Data

These data will be transmitted upon RFC application from KEBS to the selected partner. RFCs will be divided into the following:

1. RFC for COC
2. RFC for COI
3. RFC for COR

##### 5.1 RFC for COC

Data is transmitted from KEBS to PVOC.

- Request URL: **{baseurl}/get/ goodsRfc/{partnerRef}/{rfcDate}**
- Request method: **GET**
- Request parameter (Path Variables): **Partner Reference Number and RFC Date**
- Use the provided partner reference as the partner reference number and “2020-06-01” as the RFC Date for testing.

Table 2: RFC for COC Data Type and Length

FIELDS	Data Type	Length	Mandatory
1. Country of Destination	Text	100	Y
2. Application Type	Text	50	Y
3. IDF Number	Text	50	N
4. UCR Number	Text	50	Y
5. Route Used	Text	50	N
6. SOR/SOL Ref	Text	50	N
7. Importer Name	Text	1000	Y
8. Importer Pin	Text	100	Y
9. Importer Address 1	Text	1000	Y
10. Importer Address 2	Text	1000	N
11. Importer City	Text	50	Y
12. Importer Country	Text	10	Y
13. Importer Zip code	Text	100	Y
14. Importer Telephone Number	Text	100	Y
15. Importer Fax Number	Text	100	N

<b>FIELDS</b>	<b>Data Type</b>	<b>Length</b>	<b>Mandatory</b>
16. Importer Email	Text	100	Y
17. Exporter Name	Text	1000	Y
18. Exporter Address 1	Text	1000	Y
19. Exporter Address 2	Text	1000	N
20. Exporter City	Text	50	Y
21. Exporter Country	Text	10	Y
22. Exporter Zip code	Text	100	Y
23. Exporter Telephone Number	Text	100	Y
24. Exporter Fax Number	Text	100	N
25. Exporter Email	Text	100	Y
26. Third Party Name	Text	1000	Y
27. Third Party Address 1	Text	1000	Y
28. Third Party Address 2	Text	1000	N
29. Third Party City	Text	50	Y
30. Third Party Country	Text	10	Y
31. Third Party Zip code	Text	100	Y
32. Third Party Telephone Number	Text	100	Y
33. Third Party Fax Number	Text	100	N
34. Third Party Email	Text	100	Y
35. Applicant Name	Text	1000	Y
36. Applicant Address 1	Text	1000	N
37. Applicant Address 2	Text	1000	Y
38. Applicant City	Text	50	Y
39. Applicant Country	Text	10	Y
40. Applicant Zip code	Text	100	Y
41. Applicant Telephone Number	Text	100	Y
42. Applicant Fax Number	Text	100	N
43. Applicant Email	Text	100	Y
44. Place of Inspection Name	Text	200	Y
45. Place of Inspection Address	Text	200	Y
46. Place of Inspection Email	Text	120	Y
47. Place of Inspection Contacts	Text	20	Y
48. Shipping Method	Text	50	Y
49. Port of loading	Text	100	N
50. Port of Discharge	Text	100	Y
51. Country of Supply	Text	100	Y
52. Goods Condition	Text	250	Y
53. Assembly State	Text	250	N

FIELDS	Data Type	Length	Mandatory
54. List of Documents Attached	Text	4000	Y
55. Partner	Text	50	Y

## 5.2 RFC for COI

Data is transmitted from KEBS to PVOC.

- Request URL: **{baseurl}/get/ coiRfc/{partnerRef}/{rfcDate}**
- Request method: **GET**
- Request parameter (Path Variables): **Partner Reference Number and RFC Date**
- Use the provided partner reference as the partner reference number and “2020-06-01” as the RFC Date for testing,

Table 3: RFC for COI Data Type and Length

FIELDS	Data Type	Length	Mandatory
1. Country of Destination	Text	100	Y
2. Application Type	Text	50	Y
3. IDF Number	Text	50	Y
4. UCR Number	Text	50	Y
5. Route Used	Text	50	Y
6. Exporter Name	Text	1000	Y
7. Exporter Address 1	Text	1000	Y
8. Exporter Address 2	Text	1000	N
9. Exporter City	Text	50	Y
10. Exporter Country	Text	10	Y
11. Exporter Zip code	Text	100	Y
12. Exporter Telephone Number	Text	100	Y
13. Exporter Fax Number	Text	100	N
14. Exporter Email	Text	100	Y
15. Importer Name	Text	1000	Y
16. Importer PIN	Text	100	Y
17. Importer Registration Number	Text	100	N
18. Importer Address 1	Text	1000	Y
19. Importer Address 2	Text	1000	Y
20. Importer City	Text	50	Y
21. Importer Country	Text	10	Y

FIELDS	Data Type	Length	Mandatory
22. Importer Zip code	Text	100	Y
23. Importer Telephone Number	Text	100	Y
24. Importer Fax Number	Text	100	N
25. Importer Email	Text	100	Y
26. Place of Inspection Name	Text	200	Y
27. Place of Inspection Address	Text	200	Y
28. Place of Inspection Email	Text	120	Y
29. Place of Inspection Contacts	Text	20	Y
30. Shipping Method	Text	50	Y
31. Port of loading	Text	100	Y
32. Port of Discharge	Text	100	Y
33. Country of Supply	Text	100	Y
34. Goods Condition	Text	250	Y
35. Assembly State	Text	250	N
36. List of Documents Attached	Text	4000	Y
37. Partner	Text	50	Y

### 5.3 RFC for COI Items

Data is transmitted from KEBS to PVOC.

- Request URL: *{baseurl}/get/coiRfcItems/{rfcNumber}*
- Request method: **GET**
- Request parameter (Path Variable): **RFC Number**
- Use “RFC1234” as the RFC number for testing

Table 4: RFC for COI Items Data Type and Length

Fields	Data Type	Length	Mandatory
1. Declared HS Code	Text	1000	Y
2. Quantity Line Item	Text	1000	Y
3. Product Description	Text	1000	Y
4. Owner PIN	Text	100	Y
5. Owner Name	Text	1000	Y

## 5.4 RFC for COR

Data is transmitted from KEBS to PVOC

- Request URL: **{baseurl}/get/ corRfc/{partnerRef}/{rfcDate}**
- Request method: **GET**
- Request parameter (Path Variables): **Partner Reference Number and RFC Date**
- Use the provided partner reference as the partner reference number and “2020-06-01” as the RFC Date for testing

Table 5: RFC for COR Data Type and Length

FIELDS	Data Type	Length	Mandatory
1. Country of Destination	Text	100	Y
2. Exporter/Company Name	Text	200	Y
3. Exporter/Company Address	Text	200	Y
4. Exporter/Company Email	Text	120	Y
5. Exporter/Company Contacts	Text	20	Y
6. Importer Name	Text	200	N
7. Importer Address	Text	200	N
8. Importer Email	Text	120	N
9. Importer Contacts	Text	20	N
10. Applicant name	Text	200	Y
11. Applicant Address	Text	200	Y
12. Applicant Email	Text	120	Y
13. Applicant Contacts	Text	20	Y
14. Place of Inspection	Text	200	Y
15. Place of Inspection Address	Text	200	Y
16. Place of Inspection Email	Text	120	Y
17. Place of Inspection Contacts	Text	20	Y
18. Shipping Method	Text	50	Y
19. Port of loading	Text	100	Y
20. Port of Discharge	Text	100	Y
21. Country of Supply	Text	100	Y
22. Goods Condition	Text	250	Y
23. Assembly State	Text	250	N
24. List of Documents Attached	Text	4000	Y
25. RFC Date	Date		Y
26. Preferred Date of Inspection	Date		Y



FIELDS	Data Type	Length	Mandatory
27. Make	Text	50	Y
28. Model	Text	50	Y
29. Chassis/VIN Number	Text	50	Y
30. Engine Number/Model	Text	50	Y
31. Engine capacity (cc Rating)	Text	10	Y
32. Year of Manufacture	Text	10	Y
33. Year of First Registration	Text	10	Y
34. Partner	Text	50	Y

## 6 Import Declaration Form (IDF)

Data will be sent from KEBS to PVOC accompanying the underlying RFC and as a daily dump for all IDFs received for that day.

### 6.1 IDF Data

Data will be sent from KEBS to PVOC.

- Request URL: *{baseurl}/get/idf/{country}*
- Request method: **GET**
- Request parameter (Path Variable): **Country of supply**
- Use “**Test**” as the country of supply for testing

Table 6: IDF Data Type and Length

FIELD	Data Type	Length	Mandatory
1. IDF No	Text	15	Y
2. Importer Name	Text	50	Y
3. Importer Address	Text	50	Y
4. Importer Contact Name	Text	50	Y
5. Importer Email	Text	30	Y
6. Importer Telephone	Text	15	Y
7. Importer Fax/Telex	Text	25	N
8. Seller Name	Text	50	Y
9. Seller Address	Text	50	Y
10. Seller Contact Name	Text	50	Y
11. Seller Email	Text	30	Y
12. Seller Telephone	Text	15	Y
13. Seller Fax/Telex	Text	25	N
14. Country of Supply	Text	20	Y

FIELD	Data Type	Length	Mandatory
15. Ports of Discharge	Text	150	Y
16. Port of Customs Clearance	Text	150	Y
17. Mode of Transport	Text	150	N
18. COMESA	Text	5	Y
19. UCR	Text	15	Y
20. Transaction Terms	Text	250	Y
21. Invoice No.	Text	25	Y
22. Invoice Date	Date	50	Y
23. Currency	Text	10	Y
24. Exchange Rate	Text	10	Y
25. FOB Value	Text	25	Y
26. Freight	Text	30	Y
27. Insurance	Numeric	10.2	N
28. Full description and applicable standard(s)	Text	250	Y
29. Observations	Text	250	Y
30. Total	Numeric	10.2	Y

## 6.2 IDF Items

Data is transmitted from KEBS to PVOC.

- Request URL: *{baseurl}/get/idfItems/{idfNumber}*
- Request method: **GET**
- Request parameter (Path Variable): **Idf Number**
- Use “**TestIDF**” as the IDF number for testing

Table 7: IDF Items Type and Length

FIELDS	Data Type	Length	Mandatory
1. IDF No	Text	15	Y
2. Item Description	Text	50	Y
3. HS Code	Text	50	Y
4. Unit of Measure	Text	10	Y
5. Quantity	Number(6,2)		Y
6. New/Used	Text	10	Y
7. Item Cost	Number(10.2)		Y
8. Applicable Standard	Text	25	Y

## 7 COC

### 7.1 COC Data

Data is transmitted from PVOC to KEBS.

- Request URL: *{baseurl}/send/coc*
- Request method: **POST**

Table 8: COC Data Fields and Length

<b>FIELDS</b>	<b>Data Type</b>	<b>Length</b>	<b>Mandatory</b>
1. IDF Number	Text	25	Y
2. RFC Date	Date		Y
3. RFI Number	Text	Numbers (15)	N
4. CoC Number	Text	30	Y
5. CoC Issued Date	Date		Y
6. Clean (Y/N)	Text	1	Y
7. CoC Remarks	Text	4000	Y
8. Issuing Office	Text	4000	Y
9. Importer Name	Text	1000	Y
10. Importer Pin	Text	100	Y
11. Importer Address 1	Text	1000	Y
12. Importer Address 2	Text	1000	N
13. Importer City	Text	50	Y
14. Importer Country	Text	10	Y
15. Importer Zip code	Text	100	Y
16. Importer Telephone Number	Text	100	Y
17. Importer Fax Number	Text	100	N
18. Importer Email	Text	100	Y
19. Exporter Name	Text	1000	Y
20. Exporter Address 1	Text	1000	Y
21. Exporter Address 2	Text	1000	N
22. Exporter City	Text	50	Y
23. Exporter Country	Text	10	Y
24. Exporter Zip code	Text	100	Y
25. Exporter Telephone Number	Text	100	Y
26. Exporter Fax Number	Text	100	N
27. Exporter Email	Text	100	Y
28. Place of Inspection	Text	4000	Y
29. Date of Inspection	Date		Y
30. Port of destination	Text	2000	Y
31. Shipment Mode	Text	400	Y
32. Country of Supply	Text	4000	Y
33. Final Invoice FOB Value	Float		Y
34. Final Invoice Currency	Text	10	Y
35. Final Invoice Exchange Rate	Float		Y
36. Final Invoice Number	Text	4000	Y
37. Final Invoice Date	Date		Y
38. Shipment Partial Number	Float		Y
39. Shipment Seal Numbers	Text	4000	Y
40. Shipment Container Number	Text	4000	N

FIELDS	Data Type	Length	Mandatory
41. Shipment Gross Weight	Text	10	Y
42. Route	Text	10	Y
43. UCR Number	Text	15	Y
44. Product Categorization	Text	2500	Y
45. Partner (The partner reference provided per PVOC partner)	Text	50	Y

## 7.2 COC Items

Data is transmitted from PVOC to KEBS.

- Request URL: *{baseurl}/send/cocItems*
- Request method: **POST**

Table 9: COC Items Fields and Length

FIELDS	Data Type	Length	Mandatory
1. CoC Number	Text	30	Y
2. Shipment Line Brand Name	Text	1000	Y
3. Shipment Line Number	Float		Y
4. Shipment Line HSCode	Text	50	Y
5. Shipment Line Quantity	Float		Y
6. Shipment Line Unit of Measure	Text	400	Y
7. Shipment Line Description	Text	4000	Y
8. Shipment Line VIN	Text	25	N
9. Shipment Line Sticker Number	Text	25	N
10. Shipment Line ICS	Text	4000	N
11. Shipment Line Standards Reference	Text	4000	Y
12. Shipment Line License Reference	Text	50	N
13. Shipment Line Registration	Text	50	N

## 8 COI

### 8.1 COI Data

COI Data is transmitted from PVOC to KEBS

- Request URL: *{baseurl}/send/coi*
- Request method: **POST**

Table 10: COI Data Fields and Length

FIELDS	Data Type	Length	Mandatory
1. IDF Number	Text	25	Y
2. RFC Date	Date		Y
3. RFI Number	Text	Numbers (15)	N

FIELDS	Data Type	Length	Mandatory
4. CoI Number	Text	30	Y
5. CoI Issued Date	Date		Y
6. Clean?(Y/N)	Text	1	Y
7. CoI Remarks	Text	4000	Y
8. Issuing Office	Text	4000	Y
9. Importer Name	Text	1000	Y
10. Importer Pin	Text	100	Y
11. Importer Address 1	Text	1000	Y
12. Importer Address 2	Text	1000	N
13. Importer City	Text	50	Y
14. Importer Country	Text	10	Y
15. Importer Zip code	Text	100	Y
16. Importer Telephone Number	Text	100	Y
17. Importer Fax Number	Text	100	N
18. Importer Email	Text	100	Y
19. Exporter Name	Text	1000	Y
20. Exporter Address 1	Text	1000	Y
21. Exporter Address 2	Text	1000	N
22. Exporter City	Text	50	Y
23. Exporter Country	Text	10	Y
24. Exporter Zip code	Text	100	Y
25. Exporter Telephone Number	Text	100	Y
26. Exporter Fax Number	Text	100	N
27. Exporter Email	Text	100	Y
28. Place of Inspection	Text	4000	Y
29. Date of Inspection	Date		Y
30. Port of destination	Text	2000	Y
31. Shipment Mode	Text	400	Y
32. Country of Supply	Text	4000	Y
33. Final Invoice FOB Value	Float		Y
34. Final Invoice Currency	Text	10	Y
35. Final Invoice Exchange Rate	Float		Y
36. Final Invoice Number	Text	4000	Y
37. Final Invoice Date	Date		Y
38. Shipment Partial Number	Float		Y
39. Shipment Seal Numbers	Text	4000	Y
40. Shipment Container Number	Text	4000	N
41. Shipment Gross Weight	Text	10	Y

FIELDS	Data Type	Length	Mandatory
42. UCR Number	Text	15	Y
43. Product Categorization	Text	2500	Y
44. Shipment Line Owner PIN	Text	100	
45. Shipment Line Owner Name	Text	1000	
46. Partner (The partner reference provided per PVOC partner)	Text	50	Y

## 8.2 COI Items

Data transmitted from PVOC to KEBS

- Request URL: *{baseurl}/send/coiItems*
- Request method: **POST**

Table 11: COI Items Fields and Length

FIELDS	Data Type	Length	Mandatory
1. COI Number	Text	50	Y
2. Declared HS Code	Text	1000	Y
3. Quantity Line Item	Text	1000	Y
4. Product Description	Text	1000	Y
5. Owner PIN	Text	100	Y
6. Owner Name	Text	1000	Y
7. Shipment Line Brand Name	Text	1000	Y
8. Shipment Line Number	Float		Y
9. Shipment Line HSCode	Text	50	Y
10. Shipment Line Quantity	Float		Y
11. Shipment Line Unit of Measure	Text	400	Y
12. Shipment Line Description	Text	4000	Y
13. Shipment Line VIN	Text	25	N
14. Shipment Line Sticker Number	Text	25	N
15. Shipment Line ICS	Text	4000	N
16. Shipment Line Standards Reference	Text	4000	Y
17. Shipment Line License Reference	Text	50	N
18. Shipment Line Registration	Text	50	N

## 9 COR Data

Data transmitted from PVOC to KEBS

- Request URL: *{baseurl}/send/cor*
- Request method: **POST**

Table 12: COR Data Fields and Length

<b>FIELDS</b>	<b>Data Type</b>	<b>Length</b>	<b>Mandatory</b>	<b>Comment</b>
1. COR No.	Text	150	Y	
2. Date Issued	Timestamp		Y	
3. Country of supply	Text	100	Y	
4. Inspection Center	Text	150	Y	
5. Exporter Name	Text	250	Y	
6. Exporter Address	Text	250	Y	
7. Exporter Email	Text	120	Y	
8. Application booking Date	Timestamp		Y	
9. Inspection Date	Timestamp		Y	
10. Make	Text	100	Y	
11. Model	Text	100	Y	
12. Chassis/VIN Number	Text	100	Y	
13. Engine Number/Model	Text	100	Y	
14. Engine capacity (cc Rating)	Text	50	Y	
15. Year of Manufacture	Text	10	Y	
16. Year of First Registration	Text	10	Y	
17. Inspected Mileage (Odometer reading)	Text	50	Y	
18. Units of Mileage	Text	50	Y	
19. Inspection Remarks	Text	4500	Y	
20. Previous Registration Number	Text	20	Y	
21. Previous Country of Registration	Text	100	Y	
22. Tare Weight	Float	6.2	Y	
23. Load Capacity	Float	6.2	Y	
24. Gross Weight	Float	6.2	Y	
25. Number of Axles	Number			
26. Type of Vehicle	Text	50	Y	
27. Number of Passengers	Number		Y	
28. Body Type	Text	50	Y	
29. Body Color	Text	50	Y	
30. Fuel Type	Text	20	Y	
31. Inspection fee	Float		Y	
32. Inspection fee Currency	Text	10	Y	
33. Inspection fee Exchange Rate	Float		Y	
34. Inspection fee payment Date	Date		Y	
35. Partner (The partner reference provided per PVOC partner)	Text	50	Y	

## 10 Risk Profile Data

### 10.1 From PVOC to KEBS

- Request URL: *baseurl/send/riskProfile*
- Request method: **POST**

Table 13: Risk Profile Data Type and Length

FIELD	Data Type	Length	Mandatory	Comments
1. HS Code	Text	20	N	
2. Brand Name	Text	250	N	
3. Product Description	Text	250	N	
4. Country of Origin/Supply	Text	250	N	
5. Manufacturer/Trader Name	Text	250	N	
6. Importer Name	Text	250	N	
7. Exporter Name	text	250	N	
8. Risk Level	Text	50	Y	
9. Risk Description	Text	4000	Y	
10. Comments/Remarks	Text	4000	N	
11. Categorization Date	Date		Y	
12. Partner (The partner reference provided per PVOC partner)	Text	50	Y	

### 10.2 From KEBS to PVOC

- Request URL: *{baseurl}/get/riskProfile/{categorizationDate}*
- Request method: **GET**
- Request parameter (Path Variable): **Categorization Date (YYYY-MM-DD)**
- Use “2020-05-24” as the categorization date

Table 14: Risk Profile Data Type and Length

FIELD	Data Type	Length	Mandatory	Comments
1. HS Code	Text	20	N	
2. Brand Name	Text	250	N	
3. Product Description	Text	250	N	
4. Country of Origin/Supply	Text	250	N	
5. Manufacturer/Trader Name	Text	250	N	
6. Importer Name	Text	250	N	
7. Exporter Name	text	250	N	
8. Risk Level	Text	50	Y	
9. Risk Description	Text	4000	Y	
10. Comments/Remarks	Text	4000	N	



FIELD	Data Type	Length	Mandatory	Comments
11. Categorization Date	Date		Y	

### 11 Product Categorization Data

Data is transmitted from KEBS to PVOC.

- Request URL: *To be provided*
- Request method: **GET**

Table 15: Product Categorization Data Type and Length

**Will be provided later upon signing of contract**

FIELD	Data Type	Length	Mandatory	Comments

### 12 Reconciliation (Invoicing) - PVOC Data

Data is transmitted from KEBS to PVOC.

- Request URL: *{baseurl}/get/invoice/{invoiceDate}/{soldTo}*
- Request method: **GET**
- Request parameters (Path Variables): **Invoice Date (YYYY-mm-DD)** and **Sold To**
- Use “**2020-05-15**” as the invoice date and “**Test**” as the sold to variables for testing

Table 16: PVOC Reconciliation Data Type and Length

FIELD	Data Type	Length	Mandatory	Comments
1. INVOICE No.	Text	15	Y	
2. Sold To	Text	250	Y	
3. Document Date	Date		Y	
4. Order Date	Date		Y	
5. Order No.	Text	15	Y	
6. Customer No.	Text	15	Y	
7. PO Number	Text	50	Y	
8. Ship Via	Text	25	Y	
9. Terms Code	Text	15	Y	
10. Description	Text	250	Y	
11. Due Date	Date		Y	
12. Amount Due	Date		Y	
13. Discount Date	Date		Y	
14. Discount Amount	Numeric	10.2	Y	
15. Unit Price	Numeric	10.2	Y	
16. UOM (UNIT OF MEASURE)	Text	50	N	
17. Amount	Numeric	10.2	Y	

FIELD	Data Type	Length	Mandatory	Comments
18. Amount In (CURRENCY)	Text	10	Y	
19. Subtotal before taxes	Numeric	10.2	N	
20. Total Taxes	Numeric	10.2	Y	
21. Total Amount	Numeric	10.2	Y	
22. Account Name	Text	50	Y	
23. Bank Name	Text	50	Y	
24. Branch	Text	50	Y	
25. KES ACCOUNT NO.	Text	20	Y	
26. USD ACCOUNT NO.	Text	20	Y	
27. Bank and Branch Code	Number		Y	
28. SWIFT CODE	Text	20	Y	
29. VAT No.	Text	20	Y	
30. PIN No.	Text	20	Y	

### 13 Monitoring - PVOC Timelines Data

Data will be sent from PVOC to KEBS.

- Request URL: *{baseurl}/send/monitoring/timelines*
- Request method: **POST**

Table 17: PVOC Monitoring – Timelines Data Type and Length

FIELD	Data Type	Length	Mandatory	Comments
1. COCNO	Text	20	N	
2. UCR Number	Text	20	Y	
3. RFC Date	Date		Y	
4. Date of Inspection	Date		Y	
5. COC Issue Date	Date		N	
6. Requested date of Inspection	Date		Y	
7. Confirmation of COC date	Date		Y	
8. RFC to Inspection	Number		Y	
9. Inspection to Issuance	Number		Y	
10. RFC to Issuance	Number		Y	
11. Acceptable Documents to Inspection	Number		Y	
12. Payment to Issuance	Number		Y	
13. Final Documents to Issuance	Number		Y	
14. Route	Text	10	N	
15. Date Acceptable Documents were Submitted	Date		N	
16. Date of Payment	Date		N	
17. Date Final Documents were Received	Date		N	

## 14 Queries

### 14.1 Queries – PVOC to KEBS

This data shall be sent from PVOC to KEBS

- Request URL: *{baseurl}/send/monitoring/queries*
- Request method: **POST**

Table 18: Queries Data Type and Length

FIELD	Data Type	Length	Mandatory	Comments
1. COCNO	Text	20	N	
2. UCR Number	Text	20	Y	
3. RFC Number	Text	20	N	
4. Invoice Number	Text	20	N	
5. KEBS Queries Raised	Text	4000	N	
6. KEBS Responses	Text	4000	N	
7. Partner Response	Text	4000	N	
8. Partner Queries	Text	4000	N	
9. Analysis on Partner Response	Text	4000	N	
10. Conclusion	Text	4000	N	
11. Link to Uploads	Text	4000	N	

### 14.2 Queries – KEBS to PVOC

This data shall be sent from KEBS to PVOC

- Request URL: *{baseurl}/get/monitoring/queries*
- Request method: **GET**
- **Json Object passed** – Depending on nature of query pass the necessary value

Table 19: Queries from KEBS to PVOC Data Type and Length

FIELD	Data Type	Length	Mandatory	Comments
1. COCNO	Text	20	N	
2. UCR Number	Text	20	Y	
3. RFC Number	Text	20	N	
4. Invoice Number	Text	20	N	
5. KEBS Queries Raised	Text	4000	N	
6. KEBS Responses	Text	4000	N	
7. Partner Response	Text	4000	N	
8. Partner Queries	Text	4000	N	
9. Analysis on Partner Response	Text	4000	N	

**Request For Review**

**FORM FOR REVIEW (r.203 (1))**

**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

**BETWEEN**

**.....APPLICANT**

**AND**

**.....RESPONDENT (Procuring Entity)**

Request for review of the decision of the..... (Name of the Procuring Entity of .....dated the...day of .....20.....in the matter of Tender No.....of .....20..... for ..... (Tender description).

**REQUEST FOR REVIEW**

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

- 1.
- 2.

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

- 1.
- 2.

SIGNED ..... (Applicant) Dated on.....day of ...../...20.....

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on.....day of .....20.....

**SIGNED**

**Board Secretary**

