

ISO 9001:2015 CERTIFIED

CLARIFICATION/ADDENDUM SET "1"14th May 2026**To all Prospective Bidders****REF NO. KRA/HQS/NCB-072/2025-2026: FRAMEWORK CONTRACT FOR SUPPLY AND DELIVERY OF LAPTOPS FOR A PERIOD OF TWO (2) YEARS**

Kenya Revenue Authority wishes to inform prospective bidders of the following amendments/clarifications:

NO.	CLARIFICATION	KRA RESPONSE/ ADDENDUM
1.	Eligibility	Prospective bidders are informed that the eligibility has been changed from AGPO (Women) to OPEN
2.	Tender Opening/Closing Date and Time	Bidders are advised that the tender opening/closing date has been extended from 19 th May 2026 to 26th May 2026 at 11:00am.
3.	Bid Security	Bidders are informed that a bid Security of Kshs 200, 000.00 shall be required for this tender. The validity of the bid security shall be 365 days from the date of tender closing. i.e. to be valid till 25 th May 2027. The tender Security may be in form of an original hard copy (which shall be deposited in the security tender box found at Times Tower – Ground floor) or a digital tender security (which must be verifiable through a secure means such as QR code or a dedicated online portal, etc.). The tender security shall be in form of a bank guarantee from a reputable bank licensed by the Central Bank of Kenya or insurance guarantee issued by an insurance company approved by the Public Procurement Regulatory Authority.
4.	Mandatory Requirements	Bidders are advised that the Mandatory requirements on page 29 of the tender document has been expunged and replaced with Amended Mandatory Requirements marked Annex I . Find attached Amended Mandatory.
5.	Form and Price Schedule	Bidders are advised that the Form of Tender on page 40 – 42 and the Price schedule on page 53 of the tender document have been expunged and replaced with Amended Form of Tender and Amended Price Schedule marked Annex II and Annex III respectively. Bidders to use the Amended Form of Tender and Amended Price Schedule while responding to the tender.

The Addendum form part of the bidding document and is binding to all bidders. All other terms and conditions of the tender remain the same. You are therefore required to immediately acknowledge the receipt of this addendum.

Regards,



Dominic Oporo, HSC
For: Deputy Commissioner - Supply Chain Management



ANNEX "1"

AMENDED MANDATORY REQUIREMENTS

No.	Mandatory Documents	Requirement
1.	Duly filled, signed and stamped form of tender – in the format provided	MANDATORY
2.	A duly filled signed and stamped price schedule – in the format provided	MANDATORY
3.	Bid Security of Kshs 200,000.00 shall be required for this tender. The validity of the bid security shall be 365 days from the date of tender closing. i.e. to be valid till 25th May 2027.	MANDATORY
4.	Copy of Certificate of Business Registration/Incorporation	MANDATORY
5.	Copy of valid Tax Compliance Certificate.	MANDATORY
6.	Copy of CR12/ CR13 certificate, which must be dated within Twelve months to the tender closing date. (The certificate must not be dated earlier than 25 th May 2025.)	MANDATORY
7.	Power of attorney <i>Note:</i> <i>i. Power of Attorney is exempt for sole proprietor firms</i> <i>ii. The tender has to be duly signed by the person lawfully authorized to do so through the power of attorney</i>	MANDATORY
8.	Manufacturer's Authorization Form. The tenderer SHALL submit Manufacturers Authorizations <i>Note: If a bidder submits a distributorship/dealership letter, the bidder must also submit the Manufacturer's Authorization between the manufacturer and the distributor/dealer.</i>	MANDATORY
9.	Submit Data sheet, catalogues and brochures containing technical data as provided in the technical specifications	MANDATORY
10.	Reference Letter from the bank indicating that the firm is currently operating an account. The letter must not be dated earlier than 25 th May 2025.	MANDATORY
11.	Must submit a duly filled and signed Confidential Business Questionnaire in format provided – in the format provided.	MANDATORY
12.	Form SD 1- Duly filled, signed and stamped Self-Declaration that the Person/Tenderer is Not Debarred in the Matter of the Public Procurement and Asset Disposal Act 2015- in the format provided.	MANDATORY
13.	Form SD 2- Duly filled, signed and stamped self declaration that the person/tenderer will not engage in any corrupt or fraudulent practice	MANDATORY
14.	Duly filled, signed and stamped declaration and Commitment to the code of ethics- in the format provided.	MANDATORY
15.	Duly filled, and signed Certificate of Independent Tender Determination Form in the format provided. (Bidders MUST check item number v; a or b)	MANDATORY

[Signature]
14/5/2026

ANNEX "II"

AMENDED FORM OF TENDER

(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

INSTRUCTIONS TO TENDERERS

- i) *All italicized text is to help the Tenderer in preparing this form.*
- ii) *Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION FORMS OF THE TENDERER as listed under (s) below.*

Date of this Tender submission:.....[insert date (as day, month and year) of

Tender submission] **Tender Name and**

Identification:.....[insert identification] **Alternative**

No.:.....[insert identification No if this is a Tender for an alternative]

To: [Insert complete name of Procuring Entity]

- a) **No reservations:** We have examined and have no reservations to the Tendering document, including Addenda issued in accordance with Instructions to tenderers (ITT 7);
- b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3;
- c) **Tender/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing Declaration. Or Proposal-Securing Declaration in Kenya in accordance with ITT 3.6;
- d) **Conformity:** We offer to supply in conformity with the Tendering document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: [insert a brief description of the Goods and Related Services];
- e) **Tender Price:** The total price of our Tender, excluding any discounts offered in item (f) below is:

Immediate Required Quantity - 600 (Six Hundred) Laptops

Item Description	Unit Cost inclusive of taxes and levies
Supply and Delivery of Laptops	
Supply and Delivery of laptops on a need basis at the indicated unit cost subject to availability of funds up to a maximum spend of Kshs. 200,000,000.00.	

[Signature]
14/5/2026

- p) **Code of Ethical Conduct:** We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from _____ (specify website) during the procurement process and the execution of any resulting contract.
- q) **Collusive practices:** We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the "Certificate of Independent tender Determination" attached below.
- r) **Beneficial Ownership Information:** We commit to provide to the procuring entity the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding.
- s) We, the Tenderer, have duly completed, signed and stamped the following Forms as part of our Tender:
- a) Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest;
 - b) Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers;
 - c) Self-Declaration of the Tenderer – to declare that we will, if awarded a contract, not engage in any form of fraud and corruption; and
 - d) Declaration and Commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in "**Appendix 1- Fraud and Corruption**" attached to the Form of Tender.

Name of the tenderer: *[insert complete name of the tenderer]

Name of the person duly authorized to sign the Tender on behalf of the tenderer: **[insert complete name of person duly authorized to sign the Tender]

Title of the person signing the Tender: [insert complete title of the person signing the Tender] **Signature of the person named above:** [insert signature of person whose name and capacity are shown above] **Date signed** [insert date of signing] **day of** [insert month], [insert year]

*: In the case of the Tender submitted by a Joint Venture specify the name of the Joint Venture as tenderer.

** : Person signing the Tender shall have the power of attorney given by the tenderer. The power of attorney shall be attached with the Tender Schedules.

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- f) **Discounts:** The discounts offered and the methodology for their application are:
- i) The discounts offered are: *[Specify in detail each discount offered.]*
 - ii) The exact method of calculations to determine the net price after application of discounts are shown below: *[Specify in detail the method that shall be used to apply the discounts];*
- g) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS 17.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 21.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- h) **Performance Security:** If our Tender is accepted, we commit to obtain a performance security in accordance with the Tendering document;
- i) **One Tender per tenderer:** We are not submitting any other Tender(s) as an individual tenderer, and we are not participating in any other Tender(s) as a Joint Venture member, or as a subcontractor, and meet the requirements of ITT 3.9, other than alternative Tenders submitted in accordance with ITT 12;
- j) **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 Procuring Entity. Further, we are not ineligible under the Kenya laws or official regulations or pursuant to a decision of the United Nations Security Council;
- k) **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 ITT 3.7];*
- l) **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

- m) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- n) **Procuring Entity Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive; and
- o) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

[Handwritten signature]
15/01/2026

ANNEX "III" - AMENDED PRICE SCHEDULE

Immediate Required Quantity - 600 (Six Hundred) Laptops

Item Description	Unit Cost inclusive of taxes and levies (Kshs.)
<i>Supply and Delivery of Laptops</i>	
Supply and Delivery of Laptops on a need basis at the indicated unit cost subject to availability of funds up to a maximum spend of Kshs. 200,000,000.00.	

Note:

- The Unit cost shall be used to place orders on a need basis subject to availability of funds up to a maximum spend of 200,000,000.00
- The tenderers are hereby notified of **PPRA circular No. 01/2024 dated 30th August, 2024 and Legal notice No. 206 of 6th November, 2023** which introduces a Capacity Building Levy to be **paid/borne by a supplier** on all procurement contracts signed between the supplier and the procuring entity at a rate of **0.03% of the value of contract exclusive of applicable taxes**. The procuring entity shall deduct and remit the levy to PPRA.

Bidder Name: _____ Date: _____

Official Stamp: _____ Signature: _____

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14/5/2026

