



TENDER DOCUMENT

FOR

**SUPPLY, DELIVERY AND INSTALLATION
OF A BULK FILING SYSTEM
TWO YEARS FRAMEWORK CONTRACT
(AGPO)**

TENDER NO. KRA/HQS/NCB-026/2019-2020

**TIMES TOWER BUILDING
P.O. BOX 48240 – 00100
TEL: +254 02 310900/
NAIROBI, KENYA.
Email: eprocurement@kra.go.ke**

**PREBID DATE : 29TH OCTOBER 2019 AT 11.00AM
TIMES TOWER**

CLOSING DATE: 5TH NOVEMBER 2019 AT 11.00AM

CHECKLIST FORM

This form has been provided to help bidders in preparation of their bids ensuring that all the tender mandatory requirements are in place. Bidders are therefore required to tick once they attach or fill/sign the documents that the tender has requested for.

S/N	ITEM DESCRIPTION	Mandatory
		Kindly tick once attached
1.	Copy of valid Tax Compliance Certificate	
2.	Copy of Certificate of Registration Of Business or Incorporation	
3.	Power of Attorney (Sole Proprietors Exempted)	
4.	Letter from the bank indicating that the firm is Currently operating an account. (letter should be within the last 6 months)	
5.	<ul style="list-style-type: none"> • Attach a Duly Filled, Signed and Stamped Confidential Business Questionnaire • Attach a Duly Filled, Signed and Stamped Form of Tender 	
6	Manufacturers Authorization Letters for each Lot.	
7	Bidders Signed and Stamped Warranty Declaration Form	
8	Duly Signed and Stamped Tender Securing Declaration Form	

TABLE OF CONTENTS

	Pages
SECTION I INVITATION TO TENDER	4
SECTION II - INSTRUCTIONS TO TENDERERS	6
Appendix to Instructions to Tenderers	18
SECTION III - GENERAL CONDITIONS OF CONTRACT	19
SECTION IV - SPECIAL CONDITIONS OF CONTRACT.....	26
SECTION V - TECHNICAL SPECIFICATIONS	28
SECTION VI - SCHEDULE OF REQUIREMENTS	29
SECTION VII - PRICE SCHEDULE FOR GOODS	33
SECTION VIII - STANDARD FORMS	35
8.1 FORM OF TENDER	36
8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM.....	37
8.3 TENDER SECURITY FORM.....	40
8.4 CONTRACT FORM.....	41
8.5 PERFORMANCE SECURITY FORM	42
8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM.....	43
8.7 MANUFACTURER’S AUTHORIZATION FORM.....	44
8.8 LETTER OF NOTIFICATION OF AWARD	45

SECTION I**INVITATION TO TENDER****Tender Notice**

The Kenya Revenue Authority invites sealed bids from eligible candidates for the following tenders:

NO.	DESCRIPTION	ELIGIBILITY	PRE- BID DATE AND TIME	CLOSING DATE AND TIME
1	KRA/HQS/NCB/026/2019-2020: SUPPLY, DELIVERY AND INSTALLATION OF A BULK FILING SYSTEM (Two Years Framework Contract)	AGPO	29TH OCTOBER 2019 11.00 AM Times Tower	5TH NOVEMBER 2019 11.00 AM

- Interested eligible candidates may obtain further information and inspect the tender documents with detailed requirements at the office of the:

Deputy Commissioner-Supply Chain Management
Times Tower Building, 25th Floor,
P.O Box 48240– 00100 GPO,
Tel. +254 020 310900
Nairobi, Kenya.
website: www.kra.go.ke
Email :eprocurement@kra.go.ke

- A complete set of bidding documents in English may be obtained from KRA E-Procurement portal available on the KRA website www.kra.go.ke. Prospective bidders should register for E-Procurement to enable them access the KRA portal under “New Supplier Registration” found under the Tender Tab.
- Existing Suppliers with V-numbers and SRM passwords will automatically obtain the tender document in their SRM supplier portal. Existing Suppliers List is available on KRA Website under Tenders.
- Completed Bids are to be saved as PDF documents marked **“KRA/HQS/NCB-026/2019-2020: Supply, Delivery and Installation of a Bulk Filing System** and submitted to the appropriate KRA E-procurement Web Portal found on the KRA website so as to be received on or before **5th November 2019 at 11.00 a.m.** Note: Submission should strictly be done to KRA E-Procurement Portal.
- Submission shall strictly be done Electronically via KRA E-Procurement Portal. Bidders to note that system bid submission issues shall not be addressed **within 24 hours to the tender closing date and time**
- Bids will be opened electronically promptly after closing time and Bidders or their representatives are welcome to witness the opening at **Times Tower Building.**

Any canvassing or giving of false information will lead to automatic disqualification.

SECTION II - INSTRUCTIONS TO TENDERERS

Table of Clauses

	Page
2.1 Eligible Tenderers.....	6
2.2 Eligible Goods.....	6
2.3 Cost of Tendering.....	6
2.4 Contents of Tender Document.....	7
2.5 Clarification of Documents.....	7
2.6 Amendment of Documents.....	7
2.7 Language of Tender.....	8
2.8 Documents Comprising the tender.....	8
2.9 Tender Forms.....	8
2.10 Tender Prices.....	9
2.11 Tender Currencies.....	9
2.12 Tenderers Eligibility and Qualifications.....	9
2.13 Goods' Eligibility and conformity to Tender Documents.....	10
2.14 Tender Security.....	11
2.15 Validity of Tenders.....	11
2.16 Format and Signing of Tenders.....	11
2.17 Sealing and Marking of Tenders.....	11
2.18 Deadline for Submission of Tender	12
2.19 Modification and Withdrawal of Tenders.....	12
2.20 Opening of Tenders.....	12
2.21 Clarification of Tenders.....	13
2.22 Preliminary Examination.....	13
2.23 Conversion to Single Currency.....	14
2.24 Evaluation and Comparison of Tenders.....	14
2.25 Preference.....	14
2.26 Contacting the Procuring Entity.....	15
2.27 Award of Contract.....	15
(a) Post qualification.....	15
(b) Award criteria.....	15
(c) Procuring Entity's Right to Vary Quantities.....	15
(d) Procuring entity's Right to Accept or Reject any or all Tenders.....	17
2.28 Notification of Award.....	17
2.29 Signing of Contract.....	17
2.30 Performance Security.....	17
2.31 Corrupt or Fraudulent Practices.....	17

SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is reserved to AGPO firms registered to Supply, Delivery and Bulk Filing System. Successful tenderers shall Supply, Deliver and install the intended items by the Schedule of Requirements Section VI.
- 2.1.2 The Kenya Revenue Authority's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Kenya Revenue Authority (KRA) to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Eligible Goods

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the KRA, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The bid document shall be downloaded from the KRA website free of charge.

2.4

The Tender Document

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers

- (i) Invitation to Tender.
- (ii) Instructions to tenderers.
- (iii) General Conditions of Contract.
- (iv) Special Conditions of Contract.
- (v) Schedule of requirements.
- (vi) Technical Specifications.
- (vii) Tender Form and Price Schedules.
- (viii) Tender Security Form.
- (ix) Contract Form.
- (x) Performance Security Form.
- (xi) Bank Guarantee for Advance Payment Form.
- (xii) Manufacturer's Authorization Form.
- (xiii) Confidential Business Questionnaire.

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

Clarification of Documents

2.5

A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or electronic mail eprocurement@kra.go.ke

The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of KRA's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have registered for the tender in the KRA supplier portal.

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

2.6

Amendment of Documents

2.6.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification

requested by a prospective tenderer, may modify the tender documents by amendment.

- 2.6.2 Any addendum issued shall be part of the tender document and shall be communicated on the KRA Website and via electronic mail to all registered bidders.
- 2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the KRA, at its discretion, may extend the deadline for the submission of tenders.

2.7 Language of Tender

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

2.8 Documents Comprising of Tender

- 2.8.1 The tender prepared by the tenderers shall comprise the following components:
 - (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below;
 - (b) documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - (c) documentary evidence established in accordance with paragraph 2.2.1 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
 - (d) tender security furnished in accordance with paragraph 2.14

2.9 Tender Forms

- 2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.10 Tender Prices

- 2.10.1 The tenderer shall indicate on the appropriate Price Schedule, the unit prices and total tender price of the goods it proposes to supply under the contract.
- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the KRA.
- 2.10.3 Prices quoted by the tender shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.10.4 The validity period of the tender shall be **335 days** from the date of opening of the tender.

2.11 Tender Currencies

- 2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

2.12 Tenderers Eligibility and Qualifications

- 2.12.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the KRA's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1.
- 2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the KRA's satisfaction;
 - (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods;
 - (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract; and
 - (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance,

repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

- 2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract.
- 2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:
- (a) a detailed description of the essential technical and performance characteristic of the goods;
 - (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods.
 - (c) a clause-by-clause commentary on the KRA's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

- 2.14.1 Tender Security is not required.

2.15 Validity of Tenders

- 2.15.1 Tenders shall remain valid for **335 days** or as specified in the Invitation to Tender after the date of tender opening prescribed by the KRA, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the KRA as non-responsive.
- 2.15.2 In exceptional circumstances, the KRA may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Submitting of Tender

- 2.16.1 Bidders to note that the **TECHNICAL AND FINANCIAL proposal shall be combined. The Bids shall be submitted through the KRA supplier Portal. Combined technical & Financial Proposal Shall be submitted as one document to the Notes and attachments section.**
- 2.16.2 The tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.18

Deadline for Submission of Tenders

- 2.18.1 Tenders must be submitted to KRA through the supplier portal not later than **5th November 2019 (11.00a.m.)**. **The system shall not permit submission after the said date and time.**

KRA may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of KRA and candidates previously subject to the deadline will therefore be subject to the deadline as extended.

2.19

Modification and Withdrawal of Tenders

- 2.19.1 The tenderer may modify the tender after submission and resubmit to the Notes and attachment Section. Tenderer to note that before resubmission all prior version/document must be deleted. A bidder should only submit one document.
- 2.19.2 The Tenderers may withdraw their submissions prior to the tender closing date and time through the supplier portal. A tender once withdrawn cannot be resubmitted.
- 2.19.3 The KRA may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.4 The KRA shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.20

Opening of Tenders

- 2.20.1 KRA shall open all the submitted tenders in the presence of tenderers' representatives who choose to attend, in the location specified in the Invitation to Tender. **The combined Technical and Financial proposal shall be opened at 11:00 AM on 5TH November 2019 at Times Tower 5th floor – Convention Centre.**

The tenderers' representatives who are presence shall sign a register evidencing their attendance.

- 2.20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the KRA, at its discretion, may consider appropriate, will be announced at the opening.
- 2.20.3 The KRA will prepare minutes of the tender opening.

2.21 Clarification of Tenders

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

2.22 Preliminary Examination

- 2.22.1 The KRA will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.22.2 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity. If there is a discrepancy between words and figures the amount in words will prevail.
- 2.22.3 The KRA may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the KRA will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The KRA's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.22.5 If a tender is not substantially responsive, it will be rejected by the KRA and may not subsequently be made responsive by the tenderer by correction of the non conformity.

2.23 Conversion to Single Currency

- 2.23.1 Where other currencies are used, the KRA will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.24**Evaluation and Comparison of Tenders**

- 2.24.1 The KRA will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22.
- 2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 2.24.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25**Preference**

- 2.25.1 Kenya Revenue Authority does not allow any margin of preference.

2.26

Contacting the Kenya Revenue Authority

- 2.26.1 Subject to paragraph 2.21 no tenderer shall contact the KRA on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.26.2 Any effort by a tenderer to influence the KRA in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.27

Award of Contract

(a) Post-qualification

- 2.27.1 In the absence of pre-qualification, the KRA will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the KRA deems necessary and appropriate.
- 2.27.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the KRA will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

- 2.27.4 The KRA will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

(c) KRA's Right to Vary Quantities

- 2.27.5 The KRA reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) KRA's Right to Accept or Reject Any or All Tenders

- 2.27.6 The KRA reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the KRA's action.

2.28 Notification of Award

- 2.28.1 Prior to the expiration of the period of tender validity, the KRA will notify the successful tenderer in writing that its tender has been accepted.
- 2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties.
- 2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, KRA will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14.

2.29 Signing of Contract

- 2.29.1 At the same time as the KRA notifies the successful tenderer that its tender has been accepted, KRA will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 2.29.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the KRA.

2.30 Performance Security

- 2.30.1 Within Thirty (30) days of the receipt of notification of award from the KRA, the successful tenderer shall Furnish KRA with performance security (1% of the contract Value) in accordance with the Form provided in the tender documents, or in another form acceptable to the KRA.

- 2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award in which event the KRA may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31

Corrupt or Fraudulent Practices

- 2.31.1 The KRA requires that tenderers' observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;
- (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Kenya Revenue Authority, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Kenya Revenue Authority of the benefits of free and open competition;
- 2.31.2 The Kenya Revenue Authority will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.31.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to Instructions to Tenderers

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	The tender is open to bidders registered to Supply, Delivery and Installation of a Bulk Filing System.
2.1.2	Declaration of No Conflict of Interest is incorporated in the Confidential Business Questionnaire.
2.1.3	Bidders may download the tender documents free of charge from the Kenya Revenue Authority website www.kra.go.ke .
2.1.4	Tender Validity Period is 335 days from 5th November 2019
	Tender prices are to be quoted in Kenya Shillings Only.
2.2.1	The technical specifications are given on pages 31-36.
2.2.2	The bidder must provide an appropriate written power of attorney establishing the authorization of the signatory to the tender documents to bind the bidder.
2.2.3	<i>This tender is based on ONE (1) bid system. The bidder shall submit combined technical and financial proposals electronically via the supplier portal in the Notes and attachment Section of the RFX (Tender). The Tender shall open on 5th November, 2019 at 11:00 hours, local time,</i> Place: Convention Centre on the 5th Floor of Times Tower
2.3	Opening of tender documents will be done in public at the time of closing the tender.
2.4	Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.
2.5	Award shall be to the lowest evaluated responsive bidder per lot.
2.5.1	Bidders are allowed to bid for the lot they are interested in.
2.6	The performance security is not required for this tender.

SECTION III: GENERAL CONDITIONS OF CONTRACT

Table of Clauses

3.1	Definitions.....	20
3.2	Application.....	20
3.3	Country of Origin.....	20
3.4	Standards.....	21
3.5	Use of Contract Documents and Information.....	21
3.6	Patent Rights.....	22
3.7	Performance Security.....	22
3.8	Inspection and Tests.....	22
3.9	Packing.....	23
3.10	Delivery and Documents.....	23
3.11	Insurance.....	23
3.12	Payment.....	23
3.13	Price.....	23
3.14	Assignments.....	24
3.15	Sub contracts.....	24
3.16	Termination for Default.....	24
3.17	Liquidated Damages.....	24
3.18	Resolution of Disputes.....	25
3.19	Language and law.....	25
3.20	Force Majeure.....	25
3.21	Notices	25

SECTION III -GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated:-

- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” means Kenya Revenue Authority (KRA), the organization purchasing the Goods under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.
- (f) “GCC” means the General Conditions of Contract
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Authority for the procurement installation and commissioning of equipment.

3.2.2 Indemnity
The Procuring Entity agrees to indemnify and hold harmless Contractor and its affiliates and each of their respective directors, officers, agents, employees and sub-contractors (each an “indemnatee”), and defend them from and against any and all claims (whether during or after the term) that may arise or result from the performance of obligations under the contract by or on behalf of Contractor, except to the extent any such claims result from a breach of this contract directly attributable to the gross negligence or wilful misconduct of such indemnatee

3.3 Country of Origin

3.3.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.

- 3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

3.4 Standards

- 3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.5 Use of Contract Documents and Information

- 3.5.1 The tenderer shall not, without the Authority's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Authority in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.
- 3.5.2 The tenderer shall not, without the Authority's prior enumerated in paragraph 3.5.1 above.
- 3.5.3 Any document, other than the Contract itself, enumerated in Procuring entity and shall be returned (all copies) to the KRA on completion of the Tenderer's performance under the Contract if so required by the Authority.

3.6

Patent Rights

The tenderer shall indemnify the Procuring entity against all or industrial design rights arising from use of the Goods or any part thereof in the Authority's country.

3.7

Performance Security

- 3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.
- 3.7.2 The proceeds of the performance security shall be payable to the from the Tenderer's failure to complete its obligations under the Contract.
- 3.7.3 The performance security shall be denominated in the currency acceptable to the Authority and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Authority, in the form provided in the tender documents.

- 3.7.4 The performance security will be discharged by the Authority and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract.

3.8 Inspection and Tests

- 3.8.1 The Authority or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Authority shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Authority If
- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alternations necessary to make specification requirements free of costs to the Authority.
- 3.8.4 The Authority's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9**Packing**

- 3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract.

3.10**Delivery and Documents**

- 3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract.

3.11**Insurance**

- 3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

3.12**Payment**

- 3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract.
- 3.12.2 Payments shall be made promptly by the KRA as specified in the contract.

- 3.12.3 **Indemnity**

The Procuring Entity agrees to indemnify and hold harmless Contractor and its affiliates and each of their respective directors, officers, agents, employees and sub-contractors (each an “indemnatee”), and defend them from and against any and all claims (whether during or after the term) that may arise or result from the performance of obligations under the contract by or on behalf of Contractor, except to the extent any such claims result from a breach of this contract directly attributable to the gross negligence or willful misconduct of such indemnatee

3.13**Prices**

- 3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.
- 3.13.2 Contract price variations shall not be allowed for contracts not exceeding one (1) year.
- 3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 3.13.4 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

3.14**Assignment**

- 3.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Authority's prior written consent.

3.15**Subcontracts**

- 3.15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract.

3.16**Termination for Default**

- 3.16.1 The Authority may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:
 - (a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Authority;
 - (b) if the tenderer fails to perform any other obligation(s) under the Contract;
 - (c) if the tenderer, in the judgment of the Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 3.16.2 In the event the Authority terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

3.17**Liquidated Damages**

- 3.17 If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract

prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.18 Resolution of Disputes

- 3.18.1 The Authority and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract
- 3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

- 3.19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

3.20 Force Majeure

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

3.20 Notices

- 3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other by post, Fax or Email and confirmed in writing to the other party's address specified in SCC.
- 3.18.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

- 4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.
- 4.2. Special conditions of contract as relates to the GCC.

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7	<p>Performance Security</p> <p>The performance security is not required.</p>
3.9	<p>Packaging</p> <p>The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.</p>
3.10	<p>Delivery</p> <p>Supply, Delivery and Installation of a Bulk Filing System at a place specified place in the Local service order within the period indicated by the successful bidder(s) from the date of receiving the Local Purchase Order (LPO).</p>
3.12	<p>Payment Terms</p> <p>The Kenya Revenue Authority (KRA) payment terms are that payment shall be made within thirty (30) days from the date of delivery and provision of all supporting documents. However, KRA may negotiate mutually acceptable payment terms with the successful tenderer.</p>
3.13	<p>Prices</p> <p>Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender. All prices quoted by the tenderers must be inclusive of all taxes. Price variation shall not be allowed for a contract of a period of less than One (1) year.</p>
3.17	<p>Liquidated Damages</p> <p>If the delivery date is extended (except by mutual consent) a penalty amounting to 0.5% of the total cost will be charged per day up to a maximum of twenty (20) days. No deliveries shall be accepted after the twentieth working day in which case the LPO will automatically lapse and be deemed to have been cancelled at the close of business on the twentieth day. The Authority shall then be at liberty to realize the performance bond. In this clause, “days” means working days.</p>
3.18	<p>Resolutions of Disputes</p> <p>Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity</p>

thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the Nairobi Centre for International Arbitration (Arbitration) Rules 2015, made under the Nairobi Centre for International Arbitration Act, 2013. *The place of arbitration shall be Nairobi.* The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in this Contract, the arbitral tribunal shall have no authority to award interest. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

3.19 The language of all correspondence and documents related to the bid is: **English**. Unless explicitly specified in the Technical Requirements section, the key passages of all accompanying printed literature in any other language must be translated into the above language.

3.21

Kenya Revenue Authority

Deputy Commissioner-Supply Chain Management

Times Tower Building, 25th Floor,

P.O Box 48240– 00100 GPO, Tel.

+254 020 310900

Fax No. +254 020 215809

Nairobi, Kenya.

Email eprourement@kra.go.ke

website: www.kra.go.ke

SECTION V - TECHNICAL SPECIFICATIONS

5.1 General

This tender covers the **Supply, Delivery and Installation of a Bulk Filing System. Framework Contract for Two Years (AGPO).**

5.1.1 These specifications describe the requirements for goods/services.

5.1.2 Tenderers must indicate on the specifications sheets whether the goods offered comply with each specified requirement.

SCHEDULE OF REQUIREMENTS

Procurement Item

Item	Description
1.	SUPPLY, DELIVERY AND INSTALLATION OF A BULK FILING SYSTEM

Instructions on Submission of Bids

The Tenderer must submit combined **Technical** and **Financial Proposals**

The Proposals shall comprise of the following documents presented in the order given:

Section Document

Technical proposal

- A Business Permit
- B Power of Attorney (Sole Proprietors Exempted)
- C Confidential Business Questionnaire
- D Business Registration Certificate/Certificate of Incorporation
- E Valid Tax Compliance Certificate
- F Reference Letter from Bank
- G Details of three (3) major Clients
- H Clause-by-Clause response for the requirements in the Technical Section
- I Price Schedule
- J Form of tender (dully filled, signed and stamped)
- K Manufacturer's Authorization.
- L Bidders Warranty Declaration Form

NOTE:

Combined Technical and Financial proposals to be submitted to the notes and attachment section.

TENDER EVALUATION

a) Tender Responsiveness Criteria

The submission of the following items will be required in the determination of the completeness of the Bid. Bids that do not contain the following information required will be declared non-responsive and shall not be evaluated further.

	MANDATORY REQUIREMENTS
1.	Submission of Tender Documents <ul style="list-style-type: none"> Power of Attorney¹(exempt for Sole Proprietors)
2	Company Profile <ul style="list-style-type: none"> Attach copy of Registration of Business/Certificate of Incorporation Duly Filled, Signed and Stamped Confidential Business Questionnaire Duly Filled, Signed and Stamped Form of Tender
3.	Proof of Financial Resources Reference Letter from Bank confirming operation of an account (Letter should be within last 6 months)
4.	Valid Tax Compliance Certificate
5.	Bidders signed and stamped warranty Declaration Form
6.	Valid Manufacturers Authorization Letters (For each Lot)
7	Duly, Signed and Stamped Tender Securing Declaration Form

b) Vendor Evaluation Criteria

The following criteria will be used in the evaluation of all potential suppliers.

The documents submitted will be evaluated for suitability and a bidder shall either pass or fail.

Description of Criteria	MAX. Score	CUT OFF Score
Managerial and Key Personnel Competency Profiles Key Staff Competency Profiles Attach 2 CVs inclusive of relevant technical experience of key staff indicating skills relevant to the requirements. The Cvs should be supported with relevant academic certificates. (Certificates to be attached). Academic Qualification in Joinery or Metal Work or Related Field Diploma / certificate 1 .5 CV-1 mark Certificate - 1 mark	5	2.5


Experience/Reputation of the Firm <ul style="list-style-type: none"> Provide evidence of past undertaking of similar projects .Include a brief description of similar item delivered to at least 2 clients , value of contracts, and contact person phone number and email addresses) for similar equipment . (Evidence to be attached is LSO/contract). (each 5 marks) 	10	5
Recommendation Letters Proof of satisfactory service for contracts of similar or higher value executed within the last 5 (five) years with full contacts of the referee, telephone and email addresses. Provide at least two letters of recommendations from reputable Kenyan Firms.	5	2.5
Total	20	10

DETAILED TECHNICAL SPECIFICATIONS

1. Bidders are required to fill the table format to respond.
2. Bidders **MUST** provide a substantive response for all features irrespective of any attached technical documents. Use of Yes, No, tick, compliant etc. will be considered non responsive unless where specified.
3. Bidders **MUST** append official company stamp and/or authorized signature on all attached technical data sheets.
4. The tender award will be made on a lot by lot basis and bidders must respond to all the items in whichever lot bid for. **Failure to quote for an item in any of the lots bid for will render the bidder Non responsive.**
5. The maximum score for the clause by clause technical evaluation is 50marks per LOT. A bidder must score 25 and above out of 30 in order to proceed to financial evaluation.

Technical Specifications for Supply, Delivery and Installation of a Bulk Filing System.

Table 1a LOT A: MECHANICAL BULK FILING SYSTEM.

	Item	Description	Where provided, pictorial images are for illustration only	Bidders detailed description of their product
1	Mechanical mobile storage system	<ul style="list-style-type: none"> • Overall construction of heavy duty steel finished with powder epoxy coating. • Standard height- 2260-2300 mm. • Standard width of single movable bay: 979-1000mm • Standard width of add-on bay: 900mm • Aisle space- 760mm (minimum) • Standard depth-single bay 360-400mm • Standard depth-double bay 720-760mm • Loading capacity per shelf- 70kg min • Loading capacity per bay- 350kg <p>Other mandatory features and accessories:</p> <ol style="list-style-type: none"> 1. Comes with anti-tilt mechanism 2. Can be mounted on most floor 		

		surfaces whether carpeted, with PVC floor tiles or concrete screed /cement surface. 3. Central Locking 4. Safety lock 5. Steering wheel/mechanical control with pull-out handle. 6. With index card holder on all bays. 7. Equipped with shelf racks for storage of arch (box) files- possess SIX shelves per bay. 8. Equipped with overhanging divider on every shelf. 9. Mountable in the following configurations: a. 4(bay) x 2(deep) b. 6 x 2 c. 8 x 2 d. 10 x 2 e. 12 x 2 f. 16 x 2		
--	--	---	--	--

**Table 1b : LOT B Four Drawer Fireproof Filing Cabinets -
Minimum Technical Specifications for Fire Proof Cabinet**


ITEM NO.	FEATURES	MINIMUM TECHNICAL REQUIREMENTS	BIDDER'S RESPONSE
1.	Internationally Recognized brand	Internationally recognized brand	
2.	Number of drawers	4 drawers	
3.	Gross weight	Max: 360kg Min: 275kg	
4.	External Dimensions	EH: 1500-1580mm Width: 520-530mm Depth: 650-770mm	
5.	Internal drawer Dimensions	IH: 280-320mm IW: 385-430mm	

		ID: 612-635mm	
6.	Fire Rating	Certified 60 minutes @ 1000°C minimum	
7.	Certification	Attach brochure showing certification from Underwriters laboratory UL72 or SP- NT- fire 017-60 for fire.	
8.	General construction	Shall have a robust body designed for greater strength and rigidity. It shall be fabricated using modern precision tooling and sheet metal using prime quality galvanized steel. The thickness of the steel shall be sufficient to provide both the structural strength requirements as well as to minimize absorption thereby conduction of heat. The cabinet shall have a separate inner & outer shells reinforced in vital places to form a rigid integral body.	
9.	Locking option	Must have combination dial on top drawer and key lock for each drawer.	
10.	Tongue & Groove Construction	Shall be specially designed to prevent passage of flames and hot gases to the interior of the drawer	
11.	Drawer Rails	Drawers to be suspended on heavy duty metal railings with metal bearing rollers, with each drawer with 80kg min. load bearing capacity.	
12.	All round protection for each drawer	Each drawer shall have an independent five-sided enclosure heavily insulated with a fire-resisting compound.	
13.	OTHER REMARKS	Bidder to provide minimum 2 year warrant on locking mechanism and on-site after sales services	

Table 1C: Fire proof Office Safe – Large.

ITEM NO.	FEATURES	MINIMUM TECHNICAL REQUIREMENTS	BIDDER'S RESPONSE
1.	Internationally Recognized brand	Internationally recognized brand	
2	No of doors	Equipped with one door	
3.	Number of adjustable shelves	2 or 3 adjustable shelves	
4.	Number of internal drawers	One lockable drawer	
5.	Castors	Has castors to allow easy movement	
6	Gross weight	Max: 285kg Min: 260kg	
7	External Dimensions	External Height : 1220-1245mm Width: 640-645mm Depth: 600-630mm	
8	Internal drawer Dimensions	Internal H: 990-1015mm IW: 480-495mm ID:418-463mm	
9	Fire Rating	Certified minimum 1 hour	
10	Locking bolts	Three-way main bolt works, and lock the door on all four sides.	
11	Automatic re-locking device	Must be equipped with automatic or independent relocking devise	
12	Locking option	Must have combination dial and key lock.	
13.	OTHER REMARKS	Bidder to provide minimum 2 year warrant on locking mechanism and on-site after sales services	

Table 1D CUSTOMIZED FILING RACKS, DEMOUNTABLE AND BOLTED.

	Item	Description	Where provided, pictorial images are for illustration only	Bidders detailed description of their product
1	Customized filing rack, demountable & bolted.	<p>CONFIGURATION TO FIT ON FLOOR</p> <p>The medium density fixed carriage storage shelving system is an integrated assembly of independent stationery rows. Rows of shelving shall be mounted on floor of concrete screed or tiled.</p> <p>VENDOR</p> <p>The cabinets will be manufactured and installed by duly authorised dealers or competent engineering firms of adjustable steel shelving.</p> <p>DIMENSIONS</p> <p>The vendor will be responsible for taking and verifying all dimensions for design and installation.</p> <p>Customized metal racks, demountable cabinets to consist of side and common panel, tops, bottom and end panels and adjustable shelving panels, and the system to be friendly and designed to be moved by human force. The size of each unit will be 914mm(L) x 365mm(W) x 2135mm (H).</p> <p>METAL RACK DESIGN</p> <p>Will be designed to be safely attached on top of tiled/concrete floor, level and scratch proof, allowing for at least a minimum of 0.25 inch clearance under the bottom shelf.</p> <p>Connection joints to be both rigid / adjustable to demonstrate horizontal</p>		

		<p>and vertical continuity.</p> <p>END PANELS</p> <p>End panels will be designed to allow quick and easy service; adequate space to move and access to all components (fixed along the walls).</p> <p>CAPACITY</p> <p>2-bay filling cabinet to carry approximately 1000 box files</p> <p>All inclusive of:</p> <ol style="list-style-type: none"> 1. supply, delivery and installation One year warranty of free maintenance and technical support. 		
--	--	--	--	--

PRICE SCHEDULE

	FURNITURE TYPE	Lot	Unit of Issue	Qty	Unit Price Kshs.	Total cost Kshs.(unit cost x Qty)
1	Mechanical Bulk filing system. a. 4(bay) x 2(deep) b. 6 x 2 c. 8 x 2 d. 10 x 2 e. 12 x 2 f. 16 x 2	LOT A	UNIT		Unit price(shs)	Total price (shs)
				30		
				30		
				30		
				30		
				30		
				30		
				30		
					Sub Total	
					16% VAT	
	GRAND TOTAL (To be transferred to the Form of Tender)					
					Unit price(shs)	Total price (shs)
2	Fire-proof filing cabinets	LOT B	No	20		
	Other Delivery locations:					
	Nairobi			4		
	Eldoret			2		
	Mombasa town			3		
	Kisumu town			2		
	Nyeri town			1		
					Sub Total	
					16% VAT	

	GRAND TOTAL (To be transferred to the Form of Tender)					
					Unit price (shs)	Total price (shs)
3	Fire proof safe- Large	LOT C	No	20		
					Sub Total	
					16% VAT	
	GRAND TOTAL (To be transferred to the Form of Tender)					
4	Customized filing racks, demountable and bolted	Lot D	No	1,500		
					Sub Total	
					16% VAT	
	GRAND TOTAL (To be transferred to the Form of Tender)					

Table 3 Unit load cost for Delivery & Assembly of Furniture

No	Unit cost for each load of furniture delivery per km using the following means			
	1 ton-pick up load	3 ton Canter load	7 ton truck load	14 ton truck load
1	Kshs._____/km	Kshs._____/km	Kshs._____/km	Kshs._____/km

NB:

Successful bidders will be required to deliver and assemble the above furniture to the following KRA stations among others on need basis:

- 1) Nairobi
- 2) Southern region (Mombasa, Malindi, Voi, Taveta, Lamu, Vanga, etc).
- 3) Western region (Kisumu, Kakamega, Bungoma, Busia, etc)
- 4) Rift Valley region (Eldoret, Nakuru, Naivasha, Loitokitok, Lokichoggio, etc)
- 5) Central Region (Nyeri, Thika, Meru, Machakos, Embu, etc)
- 6) Northern region (Wajir, Moyale, Mandera, Garissa, Liboi, etc).

Note: The Estimated Annual Quantities are only indicative for purpose of providing bidders with expected volume of business and in determining the lowest Evaluated Bidder who will then be provided with a framework contract for two (2) years at the indicated net unit prices.

Note: In case of discrepancy between unit price and total, the unit price shall prevail. The award will be based on the Grand Total Cost.

Tender's Signature _____
Official Stamp _____

Summary of Vendor, Technical and Financial Evaluation

Description	Maximum Score	Cut Off Score
Tender Responsiveness	Mandatory	Mandatory
Vendor Evaluation	20	10
Technical Evaluation	30	25
Financial Evaluation	Lowest Evaluated Bidder	Lowest Evaluated Bidder

DELIVERY SCHEDULE

No.	Description	Quantity	Delivery Schedule	Bidders Detailed Response
1.	Mechanical Bulk filing system.	Assorted	<p>Supply on a need basis for a period of 24 months</p> <p>Supply of goods shall be within six weeks from the date of the Local Purchase Order</p> <p>Bidders will commit to replace defective items within the provided warranty period.</p>	
2	Fire-proof filing cabinets	20	<p>Supply on a need basis for a period of 24 months</p> <p>Supply of goods shall be within six weeks from the date of the Local Purchase Order</p> <p>Bidders will commit to replace defective items within the provided warranty period.</p>	
3.	Fire proof safe-Large	20	<p>Supply on a need basis for a period of 24 months</p> <p>Supply of goods shall be within six weeks from the date of the Local Purchase Order</p> <p>Bidders will commit to replace defective items within the provided warranty period.</p>	
4.	Customized filing racks, demountable and bolted	1500	<p>Supply on a need basis for a period of</p>	

			24 months Supply of goods shall be within six weeks from the date of the Local Purchase Order Bidders will commit to replace defective items within the provided warranty period	
--	--	--	---	--

*Tenderers Signature*_____

Official Stamp _____

Date _____

BIDDERS WARRANTY DECLARATION FORM

I/WE CERTIFY THAT ALL PRODUCTS SUPPLIED HAVE A MANUFACTURERS WRITTEN WARRANTY FOR AT LEAST ONE (1) YEAR FROM THE DATE OF DELIVERY AND ASSEMBLY DURING WHICH, SHOULD THEY HAVE ANY DEFORMATION OR DETERIORATION, I/WE SHALL UNDERTAKE TO REPLACE ALL DEFECTS FREE OF CHARGE UPON PROVISION OF NOTICE TO US, WHETHER WRITTEN OR OTHERWISE.

*Tenderers Signature*_____

Official Stamp _____

Date _____

SECTION VIII - STANDARD FORMS

Notes on the Sample Forms

- 1 *Form of Tender-* The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
- 2 *Confidential Business Questionnaire Form* - This form must be completed by the tenderer and submitted with the tender documents.
- 3 *Tender Security Form-* When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
- 4 *Contract Form-* The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
- 5 *Performance Security Form-* The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
- 6 *Bank Guarantee for Advance Payment Form* - When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.
- 7 *Manufacturers Authorization Form* - When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

8.1 FORM OF TENDER

Date _____
Tender No. _____

To: KENYA REVENUE AUTHORITY
P. O. BOX 48240 – 00100 NAIROBI.

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, **Supply, delivery and Installation of a Bulk Filing System** (*Insert item description*) in conformity with the said tender documents for the sum of

Lot A

.....(*total tender amount in words and figures*)

Lot B

.....(*total tender amount in words and figures*)

Lot C

.....(*total tender amount in words and figures*)

Lot D

.....(*total tender amount in words and figures*)

or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted,(*Insert Tender name*) in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract , in the form prescribed by(*Procuring entity*).

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

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20 _____

(signature)

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1; either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business; and Part 3.

You are advised that it is a serious offence to give false information on this form.

Part 1 – General																	
1.1	Business Name																
1.2	Location of Business Premises.																
1.3	Plot No..... Street/Road Postal Address Tel No. Fax E mail																
1.4	Nature of Business																
1.5	Registration Certificate No.																
1.6	Maximum Value of Business which you can handle at any one time – Kshs.																
1.7	Name of your Bankers Branch																
Part 2 (a) – Sole Proprietor																	
2a.1	Your Name in Full Age																
2a.2	Nationality Country of Origin Citizenship Details																
Part 2 (b) Partnership																	
2b.1	Given details of Partners as follows:																
2b.2	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; width: 30%;"><u>Name</u></th> <th style="text-align: left; width: 20%;"><u>Nationality</u></th> <th style="text-align: left; width: 30%;"><u>Citizenship Details</u></th> <th style="text-align: left; width: 20%;"><u>Shares</u></th> </tr> </thead> <tbody> <tr> <td>1.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>	1.....	2.....	3.....
<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>														
1.....														
2.....														
3.....														

4.....				
Part 2 (c) – Registered Company				
2c.1	Private or Public			
2c.2	State the Nominal and Issued Capital of Company- Nominal Kshs. Issued Kshs.			
2c.3	Given details of all Directors as follows			
	<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>
	1.....			
	2.....			
	3.....			
	4.....			
	5.....			
Part 3 – Eligibility Status				
3.1	Are you related to an Employee, Committee Member or Board Member of Kenya Revenue Authority? Yes _____ No _____			
3.2	If answer in '3.1' is YES give the relationship.			
3.3	Does an Employee, Committee Member, Board Member of Kenya Revenue Authority sit in the Board of Directors or Management of your Organization, Subsidiaries or Joint Ventures? Yes _____ No _____			
3.4	If answer in '3.3' above is YES give details.			
3.5	Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by Kenya Revenue Authority to provide consulting services for preparation of design, specifications and other documents to be used for procurement of the goods under this invitation? Yes _____ No _____			

3.6	If answer in '3.5' above is YES give details.

3.7	Are you under a declaration of ineligibility for corrupt and fraudulent practices? YES_____ No_____
3.8	If answer in '3.7' above is YES give details:

3.9	Have you offered or given anything of value to influence the procurement process? Yes _____ No _____
3.10	If answer in '3.9' above is YES give details

	I DECLARE that the information given on this form is correct to the best of my knowledge and belief.
	Date Signature of Candidate

- If a Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or registration.

8.3 TENDER SECURING DECLARATION FORM

Whereas
[*name of the tenderer*]
(hereinafter called “the tenderer”) has submitted its tender dated [*date of submission of tender*] for the **Supply, Delivery and Installation of a Bulk Filing System** (thereinafter called “the Tender”) KNOW ALL PEOPLE by these presents

that WE of

..... having our registered office at
(hereinafter called “the Bank”), are bound unto

[*name of Procuring entity*] (hereinafter called “the Procuring entity”) in the sum of for which payment well and truly to be made to the said

Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of 20 _____.

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

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

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

[*signature of the bank*]
(Amend accordingly if provided by Insurance Company)

8.4 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____
between KRA of Kenya [*country of*] (hereinafter called “the Procuring entity”) of the one part and
..... [*name of tenderer*] of [*city and country of tenderer*] (hereinafter called “the tenderer”) of the other part;

WHEREAS the Procuring entity invited tenders **Supply, delivery and Installation of a Bulk Filing System** and has accepted a tender by the tenderer for the in the sum of
..... [*contract price in words and figures*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

(Amend accordingly if provided by Insurance Company)

8.5 PERFORMANCE SECURITY FORM

To Kenya Revenue Authority

WHEREAS [*name of tenderer*] (hereinafter called “the tenderer”) has undertaken , in pursuance of Contract No. _____
_____ [*reference number of the contract*] dated _____ 20 _____ to
Supply and Delivery of Supply, Delivery and Installation of a Bulk Filing System
[*description of goods*] (hereinafter called “the Contract”).

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

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

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

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

Signed and seal of the Guarantors

[*name of bank or financial institution*]

[*address*]

[*date*]

8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To Kenya Revenue Authority

[name of tender]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, *[name and address of tenderer]* (hereinafter called “the tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institutions]*, as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding *[amount of guarantee in figures and words]*

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.7 MANUFACTURER'S AUTHORIZATION FORM

To Kenya Revenue Authority

WHEREAS [name of the manufacturer] who are established and reputable manufacturers of [name and/or description of the goods] having factories at [address of factory] do hereby authorize [name and address of Agent] to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. [reference of the Tender] for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

[signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent.

8.8 LETTER OF NOTIFICATION OF AWARD

**Kenya Revenue Authority
P.O. Box 48240 – 00100,
Nairobi.**

To: _____

RE: Tender No. _____

Tender Name _____

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

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

Deputy Commissioner,
Supply Chain Management,
Haile Selassie Avenue, Times Tower, 25th Floor
Telephone: +254-020-2817022
Facsimile: +254-020-215809

FOR: **Commissioner-General**