



TENDER DOCUMENT

FOR

**PROVISION OF COMPREHENSIVE MAINTENANCE
SERVICES FOR POWER BACK EQUIPMENT**

(TWO YEARS FRAMEWORK AGREEMENT)

KRA/HQS/NCB-021/2018-2019

**TIMES TOWER BUILDING
P.O. BOX 48240 – 00100
TEL: +254 02 2817022
EMAIL: eprocurement@kra.go.ke
NAIROBI, KENYA.**

**CLOSING DATE: 21st November, 2018
TIME: 11:00 AM**

**PRE-BID: 1st November, 2018
TIME: 10.00 AM**

Mandatory site visit

Times Tower – 1st November, 2018 at 10.00 am

Mombasa Region - 8th November, 2018 at 10.00 am

Kisumu Region – 13th November 10.00am

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.	Certificate of Registration or Incorporation	
3.	Power of Attorney (Sole Proprietors Exempted)	
4.	Tender Security	
5.	Letter from the bank indicating that the firm is currently operating an account	
6.	Dully filled, signed and stamped Confidential Business Questionnaire	
7.	Manufacturer Authorization form (Signed)	
8	Duly filled, signed and Stamped Form of tender	

TABLE OF CONTENTS

	PAGE
SECTION I INVITATION TO TENDER.....	3
SECTION II INSTRUCTIONS TO TENDERERS.....	4
Appendix to Instructions to Tenderers	18
SECTION III GENERAL CONDITIONS OF CONTRACT.....	20
SECTION IV SPECIAL CONDITIONS OF CONTRACT.....	25
SECTION V SCHEDULE OF REQUIREMENTS	27
SECTION VI TECHNICAL SPECIFICATIONS	31
SECTION VII PRICE SCHEDULE FOR PROCUREMENT	48
SECTION VIII STANDARD FORMS.....	50
8.1 FORM OF TENDER.....	51
8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRES FORMS.....	52
8.3 TENDER SECURITY FORM.....	55
8.4 CONTRACT FORM.....	56
8.5 PERFORMANCE SECURITY FORM.....	57
8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM.....	58
8.7 MANUFACTURER'S AUTHORIZATION FORM.....	59
8.8 LETTER OF NOTIFICATION.....	60

SECTION I INVITATION TO TENDER

DATE _____

TENDER REF NO. KRA/HQS/NCB-021/2018-2019:

PROVISION OF COMPREHENSIVE MAINTENANCE SERVICES FOR POWER BACK EQUIPMENT.(Two Years Framework Agreement)

- 1.1 The Kenya Revenue Authority invites sealed bids from eligible candidates for the **provision of comprehensive maintenance services for power back equipment**
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at the office of **Kenya Revenue Authority, Procurement & Supplies Services Division, Haile Selassie Avenue, Times Tower, 25th Floor** during normal working hours.
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box on **Ground Floor, Times Tower Building, Haile Selassie Avenue, Nairobi**, or be addressed to **Kenya Revenue Authority, Procurement & Supplies Services Division, Haile Selassie Avenue, Times Tower Building**, so as to be received on or before **Wednesday, 21st November, 2018 at 11:00 am.**

Tenders must be accompanied by a **Bid Security of Kshs 250,000.00** as specified in the tender documents.

- 1.5 Prices quoted should be inclusive of all taxes and delivery costs, and must be in Kenya shillings or any other freely convertible currency and shall remain valid for **240 days** from the closing date of the tender.

Submission of bids shall be in **One Envelopes** and clearly marked: -

- 1.6 **KRA/HQS/NCB-021/2018-2019– Combined Technical and Financial (Original, Copy and Editable Electronic Copy)**
- 1.7 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at the **Convention Centre on 5th Floor, Times Tower Building.**

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

For: Commissioner General - Kenya Revenue Authority

SECTION II - INSTRUCTIONS TO TENDERERS

Table of Clauses

	Page
2.1 Eligible Tenderers.....	5
2.2 Eligible Goods.....	5
2.3 Cost of Tendering.....	5
2.4 Contents of Tender Document.....	6
2.5 Clarification of Documents.....	6
2.6 Amendment of Documents.....	6
2.7 Language of Tender.....	7
2.8 Documents Comprising the tender.....	7
2.9 Tender Forms.....	7
2.10 Tender Prices.....	8
2.11 Tender Currencies.....	8
2.12 Tenderers Eligibility and Qualifications.....	8
2.13 Goods' Eligibility and conformity to Tender Documents.....	9
2.14 Tender Security.....	9
2.15 Validity of Tenders.....	10
2.16 Format and Signing of Tenders.....	11
2.17 Sealing and Marking of Tenders.....	11
2.18 Deadline for Submission of Tender	11
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.....	13
2.24 Evaluation and Comparison of Tenders.....	14
2.25 Preference	15
2.26 Contacting the Procuring Entity.....	15
2.27 Award of Contract.....	15
(a) Post qualification.....	15
(b) Award criteria.....	16
(c) Procuring Entity's Right to Vary Quantities.....	16
(d) Procuring entity's Right to Accept or Reject any or all Tenders	16
2.28 Notification of Award.....	16
2.29 Signing of Contract.....	16
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 open to all Tenderers eligible as described in the Invitation to Tender. Successful Tenderers shall complete the supply of goods/services by the intended completion date specified in 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/services under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

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 price to be charged for the tender document shall not exceed **Kshs.1,000.00/=** . (This is not applicable as the tender shall be down loaded from the WEBSITE.
All firms found capable of performing the contract satisfactorily in accordance to the set prequalification criteria shall be prequalified.

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

2.5

Clarification of Documents

- 2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. 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 the 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 received the tender document.
- 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 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.
- 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 the 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 120 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 the Authority'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 Authority'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 for a period of two (2) years, following commencement of the use of the goods by the Authority; and
 - (c) a clause-by-clause commentary on the Authority'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 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.
- 2.14.2 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.
- 2.14.3 The tender security is required to protect the Authority against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.8.
- 2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft

issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Authority and valid for thirty (30) days beyond the validity of the tender.

- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Authority as non-responsive, pursuant to paragraph 2.22.
- 2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Authority.
- 2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28.
- 2.14.8 The tender security may be forfeited:
 - (a) if a tenderer withdraws its tender during the period of tender validity specified by the Authority on the Tender Form; or
 - (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.27;
 - or
 - (ii) to furnish performance security in accordance with paragraph 2.28.

2.15

Validity of Tenders

- 2.15.1 Tenders shall remain valid for **240 days** or as specified in the Invitation to Tender after the date of tender opening prescribed by the Authority pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Authority as non-responsive.
- 2.15.2 In exceptional circumstances, the Authority 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 Signing of Tender

- 2.16.1 The bidder shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," and editable electronic copy as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.16.2 The original and all copies of the tender shall be typed or

written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. 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.

2.17 Sealing and Marking of Tenders

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

- 2.17.2 The inner and outer envelopes shall:

- (a) be addressed to the Authority at the address given in the Invitation to Tender:
- (b) bear, tender number and name in the Invitation for Tenders and the words, **“DO NOT OPEN BEFORE WEDNESDAY 21st NOVEMBER, 2018”**

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

- 2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Authority will assume no responsibility for the tender’s misplacement or premature opening.

2.18 Deadline for Submission of Tenders

- 2.18.1 Tenders must be received by the Authority at the address specified under paragraph 2.17.2 no later than **WEDNESDAY 21st NOVEMBER, 2018’ at 11.00 AM**

- 2.18.2 The Authority 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 the Authority 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 or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Authority prior to the deadline

prescribed for submission of tenders.

- 2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.19.3 No tender may be modified after the deadline for submission of tenders.
- 2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.8
- 2.19.5 The Authority may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.6 The Authority 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 The Authority will open all tenders in the presence of Tenderers' representatives who choose to attend, at **11:00 AM** on "**WEDNESDAY 21st NOVEMBER, 2018**" in the location specified in the Invitation to Tender. The Tenderers' representatives who are present 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 Authority, at its discretion, may consider appropriate, will be announced at the opening.
- 2.20.3 The Authority 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 Authority 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 Authority in the Authority'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 Authority 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 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail.
- 2.22.3 The Authority 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 effect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Authority 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 Authority 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 Authority 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 Authority 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 Tender

- 2.24.1 The Authority 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.
- 2.24.4 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.
- 2.24.5 The KRA's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:
 - (a) Operational plan proposed in the tender;
 - (b) Deviations in payment schedule from that specified in the Special Conditions of Contract.
- 2.24.6 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

(a) ***Operational Plan***

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

(b) ***Deviation in Payment Schedule***

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

- 2. 24.7 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

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

2.25 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 Authority 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 Authority 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 Authority 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 Authority 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 Authority 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 Authority 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 Authority 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 Authority 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 informing the bidder the reason which lead to rejection.

2.28 Notification of intention for Award

- 2.28.1 Prior to the expiration of the period of tender validity, the Authority will notify the successful tenderer in writing that its tender has been accepted.
- 2.28.2 The intention for 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, the Authority 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 Authority notifies the successful tenderer that its tender has been accepted, the Authority 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 the tender validity period
- 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 Authority

2.30 Performance Security

- 2.30.1 Within Thirty (30) days of the receipt of notification of

award from the Authority, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Authority.

- 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 and forfeiture of the tender security, in which event the Authority 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 Authority 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	This invitation for Tenders is open to all Tenderers eligible as described in the Invitation to Tender. Bidders are supposed to have appropriate and valid business registration. LOT 1: Nairobi Region LOT II: Rift Valley & Western Region LOT III: Central & Northern Region LOT IV: Southern Region
2.1.2	The declaration of No Conflict of Interest is incorporated in the Confidential Business Questionnaire
2.3.2	The bid document shall be downloaded freely from KRA website and the Government tender portal.
2.10.4	Tender Validity Period is 240 days from “ Wednesday 21st November, 2018 ” Tender prices are to be quoted in Kenya Shillings or any other freely convertible currency.
2.13.1	The clause-by-clause commentary of the technical specifications is given in the Clause by clause tables of Technical specifications.
2.16.2	The bidder must provide an appropriate written power of attorney establishing the authorization of the signatory to the tender documents to bind the bidder.
2.16.3	Bulky tender documents that cannot fit into the Tender box to be received at the procurement office, Ground floor, Times Tower Building. Envelopes should be stamped and initialed at time of receipt.
2.17	This tender is based on the one-envelope bid system. The bidder must submit a bid which has a Combined technical and financial proposal in another envelope with editable electronic copies.
2.20.1	Opening of Technical Proposals will be done in public at the time of closing the tender.
2.22	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.

The bid evaluation **will** take into account technical factors in addition to cost factors. Bidders must conform to the specific Technical Requirements in Section IV.

2.24 The bid evaluation will be a Quality and Cost Based taking into account **technical factors**, in addition to **cost factors**. There will be no weight for financial. The weight for Technical evaluation is **80%** while the weight for vendor evaluation is **20%**. Bidders must conform to the specific Technical Requirements.

2.25 The Authority will not grant any preferences

2.27 The evaluation of the responsive bids will take into account Vendor Experience, **technical factors** in addition to **financial factors**.

2.30 The performance security required will be 10% of the Contract Value.

SECTION III: GENERAL CONDITIONS OF CONTRACT

Table of Clauses

3.1	Definitions.....	21
3.2	Application.....	21
3.3	Country of Origin.....	21
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.....	22
3.10	Delivery and Documents.....	23
3.11	Insurance.....	23
3.12	Payment.....	23
3.13	Price.....	23
3.14	Assignments.....	23
3.15	Sub contracts.....	23
3.16	Termination for Default.....	24
3.17	Liquidated Damages.....	24
3.18	Resolution of Disputes.....	24
3.19	Language and law.....	24
3.20	Force Majeure.....	24
3.21	Notices	24

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

3.3 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 written consent, make use of any document or information enumerated in paragraph 3.5.1 above.

- 3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the 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 third-party claims of infringement of patent, trademark, 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 Authority as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible 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. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Authority.
- 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.

3.13

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 year (12 months).
- 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 periods 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 its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.21 Notices

- 3.21.1 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
- 3.21.2 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	The performance bond must be issued in the form of a bank guarantee. The bank guarantee must be valid in Kenya and be at least 10% of the contract value.
3.9	Packaging 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. All packages must be clearly labeled with description of contents and quantities.
3.10	Delivery The Comprehensive Maintenance Service for KRA power backup will be supplied and delivered to all KRA Regions. Place of of delivery will be in the Local service order and contract within the period indicated by the successful bidder(s) from the date of receiving the Local Service Order (LPO).
3.12	Payment Terms The Kenya Revenue Authority (KRA) payment terms are that payment shall be made within ninety (90) days from the date of delivery, commissioning and signing of acceptance report for capital expenses. However, KRA may negotiate mutually acceptable payment terms with the successful tenderer.
3.13	Prices 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, discounts and delivery costs to Corporate Business Centre, Nairobi, Kenya
3.17	Liquidated Damages 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.

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 **Notices**

Kenya Revenue Authority
Deputy Commissioner-Procurement & Supplies Services
Times Tower Building, 25th Floor,
P.O Box 48240– 00100 GPO,
Tel. +254 020 2817022
Nairobi, Kenya.
Email eprocurement@kra.go.ke
website: www.kra.go.ke

I/We hereby certify that I/We have read the special conditions of contract (Section E), confirm that I/We have understood and I/We shall abide by them.

Tenderer----- Date-----

Signature----- official Rubber stamp-----

SECTION V - SCHEDULE OF REQUIREMENTS

5.1 General

The Kenya Revenue Authority requires for the **comprehensive Maintenance Services of Power back up equipment.**

5.2 Submission of Bids

- (i) The Tenderer must submit a **one-envelope bid (Combined technical and financial)** comprising the following:

Technical: -comprising of the following documents

- Tender Notice/Invitation to Tender.
- Confirmation of submission of one Envelopes bid
- Tender Security amounting to **Kshs 250,000.00** valid for 240 days
- Certificate of Incorporation/Registration.
- Manufacturers Authorization/ Accreditation for equipment covered in the lot bided for.
- Memorandum and Articles of Association
- Key personnel skills and competencies that relates to the equipment bided for.
- Client References – Provide evidence (Completion Certificate / Execution Certificate) of successful previous maintenance service of similar value and scope for equipment bided for.
- Duly Filled and signed Confidential Business Questionnaire.
- Valid Tax Compliance Certificate.
- Bank Reference Letter
- Power of Attorney.
- Tender Form, Financial Summary Proposal
- Submission Form and Price Schedules

- (ii) Sealing and Marking of Bids:

The inner envelopes should be clearly marked as follows:

Original - Technical & financial A: KRA/HQS/NCB-021/2018-2019

Copy - Technical & financial B: KRA/HQS/NCB-021/2018-2019

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

5.3 Tender Responsiveness Criteria

The following criteria will be used in the evaluation of all bids. The submission of the required documents will be used in the determination of the Completeness and suitability of the Bid. Bids that do not contain all the information required will be declared non responsive and shall not be evaluated further.

	Description of Criteria
1.	Submission of Tender Documents <ul style="list-style-type: none">▪ Two envelope –bid▪ Power of Attorney¹▪ Bid security amounting to Kshs 250,000.00 valid for 240 days from date of tender opening.▪ Manufacturer's authorization/accreditation as required in the schedule of requirements▪ Dully filled, Signed and Stamped Form of Tender.
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 form.
3.	Proof of Financial Resources Reference Letter from Bank ((Not older than six (6) months) indicating you have an active account.
4.	Social Obligations Submit certificate of compliance for the following; <ul style="list-style-type: none">▪ Valid Tax Compliance Certificate²

¹Bidder to attach documentary proof of authority to sign the bid documents on behalf of the bidder.

² A Current Certificate of Compliance should be sought from the KRA in the case of local suppliers or agents. International bidders will be required to swear an affidavit to the effect that they have complied with taxation requirements in their country.

5.4 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 awarded marks which will contribute to a maximum 20% of the total tender evaluation.

Description of Criteria	Maximum Score	Cut Score	Off
Managerial and Key Personnel Competency Profiles Key Staff Competency Profiles (Attach 3 CVs inclusive of relevant technical experience of key staff indicating skills relevant to the requirements.)e.g. Certificates to be attached Academic Qualification: Degree..... 1.5 marks Diploma..... 1 mark Experience 5 years and above.... 1.5 marks Below 5 years..... 1 mark	9	4.5	
Experience/Reputation of the Firm <ul style="list-style-type: none"> Indicate number of continuous year of service in the field related to Power backup Maintenance & Servicing. 5 years and above.....3 marks Below 5 years.....2 marks Reference Sites/clients relevant to this project (at least three (3) major clients. (comparable organization to KRA) and include a brief description of service scope rendered, value of contracts, and contact person phone number and email addresses) for similar equipment 6 marks. (2 marks for each reference letter with full details) 	9	4.5	
Proposed Methodology Implementation Approach, Methodology and Work Plan as required in this tender.	2	1	
Total Score	20	10	

5.5 Tender Evaluation Criteria

The tender evaluation criteria is weighted as follows; -

Criteria	Maximum Score/Requirement
Tender Responsiveness	Mandatory
Vendor Evaluation	20
Technical Specifications	80
Total	100
Financial Evaluation	Award will be to the lowest evaluated bidder per Lot
Post Qualification Evaluation	KRA has an option to make site visits to the bidder's premises to ascertain its capability of delivering the maintenance service and/or seek for third party collaboration to the successful bidder's reference sites to confirm the authenticity of the sites and the scope of work done.

SECTION V- TECHNICAL SPECIFICATIONS

INTRODUCTION

KRA has installed Power Backup Systems (PBS) in various stations (as detailed in the Appendix 1) that provided network equipment and user support throughout the country. Bids are hereby invited for an Annual Maintenance Services for the PBS equipment to run for a period of **two (2)** years. The equipment is categorised into four (4) lots based on regions. Prospective bidders are required to bid for one or more lot(s) as applicable. Evaluation of the bid shall be made only on total quoted price for a lot and not on individual PBS equipment.

After the award of the contract, KRA reserve the right to review the ongoing AMC after period of one year for extension of the remaining one year or terminate the agreement depending on the performance.

GENERAL REQUIREMENTS

The following are the general requirements for the support, repair and maintenance services for the PBS system to be provided in the contract:

1. The contractor will be required to provide a 24 hour per day, 7 days a week support services.
2. The contractor will be required to provide a first line support including on site repairs, errors resolution and maintenance.
3. The Contractor will be required to sensitize all users on any expected failure due to wrong use of the Backup.
4. The Contractor will be required to maintain a log of all problems, resolution procedures and lessons learnt on each site.
5. A **MANDATORY SITE SURVEY** in order to understand and capture a glimpse of the equipment involved (Times Tower 1st November 2018, Mombasa Site – 8th November 2018, Kisumu 13th November 2018 being a representative references)

SCOPE OF SERVICE

The services to be contracted for each lot involves Preventive maintenance services (PMS), Corrective maintenance services (CMS), Relocation of PBS systems, Installation of PBS system for new stations and Upgrades for existing stations. Details of each service is as follows. Bidders are required to quote for all the services per lot of interest.

(A).PREVENTIVE MAINTENANCE SERVICE REQUIREMENTS FOR THE KRA PBS

The PMS service which is applicable to all the installations in every lot and done three (3) times a year entails the following:

1. Blowing of dust & sucked in debris, cleaning and tagging the equipment.
2. Tightening cables and loose electrical connections
3. Test the batteries, load the inverter and other functional check.
4. Checking and programming the inverter system as necessary to ensure it is up to standard.
5. Checking on system performance on any possible deterioration.
6. Recommend on any worn out parts required to be replaced.
7. Generate a report of the system highlighting any issues.

(B). CORRECTIVE MAINTENANCE SERVICE REQUIREMENTS FOR PBS

Whenever a there is a malfunction of the PBS system for a station, the bidder will be required to travel to the station and carry out the necessary troubleshooting.

The nature and requirements of repairs will be determined by site evaluation and a quotation for items to be procured (based on the framework contract pricing) forwarded to KRA for approval.

(C).RELOCATION SERVICES OF PBS

The relocation services of a PBS system from one station to another on need basis entails the following:

1. Labour costs for Relocation within one region (lot).
2. Labour costs for Relocation between two different regions (lots)

(D). INSTALLATION OF CLEAN (NEW) POWER CABLING

Installation of clean power cabling in new stations entails:

1. Site survey costs for the station
2. Labour for Installation of electrical cables, trunking, socket outlets, power boards and Change Over Switches etc per site/ station

(E). INSTALLATION OF UPGRADES TO AN EXISTING PBS

The upgrade services to be done on need basis entails the following:

1. Site survey costs for the station to be upgraded.
2. List and costing of additional equipment and cabling
3. Labour for Installation.

(F). FRAMEWORK COSTING ARRANGEMENT FOR SPARE PARTS

The Contractor should provide the prices of parts for the commercial backup power systems at prevailing market rates (Inclusive but not restricted to inverters and batteries)

The cost of spare parts for defective components will be charged separately as per supplier Cost + VAT. Equipment failures to be subject to manufacturer's warranty.

Parts

The Contractor should have a fully equipped service centre in the country. The Contractor should demonstrate the existence of a contract with the suppliers/manufacturers of equipment for inverters and related backup accessories.

All non-conforming parts to be replaced as per supplier charges.

Damaged Parts

Damaged /defective/failed parts will be charged as per supplier cost + VAT. Equipment failures to be subject to manufacturer's warranty.

NB: Reporting

After every scheduled preventive maintenance service is complete, the Contractor will be required to provide a detailed report for each station approved by the accompanying KRA supervisor

G. TECHNICAL CLAUSE BY CLAUSE

Instructions to Bidders

1. Bidders are required to fill the table below or use its 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.
3. Bidders **MUST** append official company stamp and/or authorized signature on all attached technical data sheets.
4. Bidders must respond to all the clauses as requested in the tables provided. Failure to comply will be considered non responsive.
5. Bidders are notified that there are (5) five different lots(from 5 different regions as provided in the **annexure 1**) to be responded to.
6. Site survey and pre-briefing is a **must for all bidders** in order to understand and get familiar with the nature, magnitude and scope of work.

AMC MINIMUM SPECIFICATION

MINIMUM TECHNICAL SPECIFICATIONS				
S/no	Description	Minimum Specifications /Feature	Maximum Score	Bidder's Response
1.	Provision of scheduled Preventive Maintenance Services for all the Power Backup Systems in any of the regions as per attached Annexure 1	Scope of Work <ol style="list-style-type: none"> 1. Done after every Four (4) months. 2. Blowing of dust & sucked in debris, cleaning and tagging the equipment as per manufacture's guidelines and manuals. 3. Tightening cables and loose electrical connections. 4. Test the batteries, load the inverter and other functional check. 5. Generate a report of the system highlighting any issues. 	25	
2.	Provision of corrective maintenance services(CMS) for PBS	Scope of work <ol style="list-style-type: none"> 1.Labour costs for troubleshooting services (inclusive of transport charges) 	10	
3.	Provision of Relocation services of Backup System from one station to	Scope of work <ol style="list-style-type: none"> 1. Labour for Relocation within one 	10	

	another	region/lot. 2. Labour for Relocation between two different regions /lot.		
4.	Provision of Installation of clean power cabling	Scope of work 1.Site survey costs for the station. 2.List and costing of equipment and cabling(based on Framework Costing). 3.Labour for Installation.	15	
5.	Provision of Installation of upgrades to an existing set	Scope of work 1. Site survey costs for the station to be upgraded. 2. List and costing of additional equipment and cabling(based on Framework Costing) 3. Labour for Installation of extra unit of inverter(upgrade /capacity enhancement to an existing set)	20	
			80	

NB: Cut off score is 75 out of 80

ANNEXES

Annexure 1: List of Equipment

Lot 1: Nairobi Region

Nairobi Region			
	Station/Location	Installed Capacity (KVA)	Equipment type.
1.	Times tower	250	Outback VFX3024E & Victron Quattro 48V/10000VA
2.	JKIA - Airport	18.0	Outback VFX3024E
3.	JKIA (Cargo scanner)	1.5	Victron-Phoenix Inverter Compact 12V 1500VA
4.	JKIA(baggage hall)	1.5	Victron-Phoenix Inverter Compact 12V 1500VA
5.	Wilson airport CSD	3.0	Outback VFX3024E
6.	Forodha -Community	60.0	Outback VFX3024E

Lot 2: Rift Valley & Western Regions

Rift Valley & Western Regions			
	Station/Location	Installed Capacity (KVA)	Equipment type.
1.	Kisumu ICD	1.5	Outback VFX3024E/
2.	Kisumu Airport	1.5	Victron-Phoenix Inverter Compact 12V 1500VA
3.	Kisumu pier	1.0	Victron-Phoenix Inverter Compact 12V 1200VA
4.	Kisumu customs	12.0	Outback VFX3024E
5.	Kisumu swan centre	12.0	Outback VFX3024E
6.	Sio port	1.0	Victron-Phoenix Inverter Compact 12V 1200VA
7.	Usenge	1.0	Victron-Phoenix Inverter Compact 12V 1200VA
8.	Busia	3.0	Outback VFX3024E
9.	Kakamega	12.0	Outback VFX3024E
10.	Kericho	6.0	Outback VFX3024E
11.	Isebania	6	Outback VFX3024E
12.	Kisii	9.0	Outback VFX3024E
13.	Muhuru bay	1.0	Victron-Phoenix Inverter Compact 12V 1200VA
14.	Kopanga	1.0	Victron-Phoenix Inverter Compact 12V 1200VA
15.	Nyamtiro	1.0	Victron-Phoenix Inverter Compact 12V 1200VA
16.	Eldoret Airport (customs)	1.5	Victron-Phoenix Inverter Compact 12V

			1500VA
17.	Naivasha	1.5	Victron-Phoenix Inverter Compact 12V 1500VA
18.	Narok	3.0	Outback VFX3024E
19.	Nakuru	12.0	Outback VFX3024E
20.	EloretKipgetich house	18.0	Outback VFX3024E
21.	Lwakhakha	1.0	Victron-Phoenix Inverter Compact 12V 1200VA
22.	suam	1.0	Victron-Phoenix Inverter Compact 12V 1200VA
23.	Bungoma	9.0	Outback VFX3024E
24.	Malaba	12.0	Outback VFX3024E
25.	Lokichogio	1.5	Victron-Phoenix Inverter Compact 12V 1500VA

Lot 3: Central & Northern Regions

Central & Northern Regions			
	Station/Location	Installed Capacity (KVA)	Equipment type.
1.	Embu	12	Outback VFX3024E
2.	Meru	12	Outback VFX3024E
3.	Nyeri	12	Outback VFX3024E
4.	Garissa	9	Outback VFX3024E
5.	Liboi	1.5	Victron-Phoenix Inverter Compact 12V 1500VA
6.	Moyale	4.5	Outback VFX3024E & Victron-Phoenix Inverter Compact 12V 1500VA
7.	Wajir town office	1.5	Victron-Phoenix Inverter

			Compact 12V 1500VA
8.	Wajir scanner	1.5	Victron-Phoenix Inverter Compact 12V 1500VA
9.	El wak	1.5	Victron-Phoenix Inverter Compact 12V 1500VA
10.	Mandera	1.5	Victron-Phoenix Inverter Compact 12V 1500VA
11.	Namanga	15.0	TraceXantrex 4548 SW
12.	Thika	12.0	Outback VFX3024E
13.	Machakos	9	Outback VFX3024E
14.	Loitoktok	1.5	Victron-Phoenix Inverter Compact 12V 1500VA

Lot 4: Southern Region

Southern Region			
	Station/Location	Installed Capacity (KVA)	Equipment type.
1.	KESRA Mombasa	18.0	Outback VFX3024E
2.	MOMBASA Customs House	90.0	Outback VFX3024E
3.	MOMBASA Airport (MIAP)	10.00	APC Smartup UPS 10KVA.
4.	Kilindini Gate 18	12	Outback VFX3024E
5.	Kilindini shed 5	12.0	Outback VFX3024E
6.	Mariakani	1.0	Victron-Phoenix Inverter Compact 12V 1200VA
7.	Voi	1.5	Victron-Phoenix Inverter Compact 12V 1500VA
8.	Malindi	9.0	Outback VFX3024E
9.	Malindi airport	3.0	Outback VFX3024E
10.	Lungalunga	3.0	Outback VFX3024E

11.	Vanga	1.0	Victron-Phoenix Inverter Compact 12V 1200VA
12.	Kiunga	1.5	Victron-Phoenix Inverter Compact 12V 1500VA
13.	Lamu	1.5	Victron-Phoenix Inverter Compact 12V 1500VA
14.	Kilifi	1.5	Victron-Phoenix Inverter Compact 12V 1500VA
15.	Shimoni	3.0	Outback VFX3024E

Annexure 2: Manufacturer's Authorization Certificate

Indicative Format for Manufacturer's Authorization Form

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid]

Date:

Reference RFP:

To:

WHEREAS

We _____, who are official manufacturers/OEM vendors of _____ having factories at _____ do hereby authorize M/s **(Name, complete address, city of the bidder)** to submit a bid the purpose of which is to provide support and services for all our products listed in above referenced RFP for this bid for entire project period, manufactured by us _____, and to subsequently negotiate and sign the Contract. We hereby undertake that we would provide the spares/ parts/ updates/ patches and support for the all the above mentioned product(s) during the contract period.

And therefore extend our full guarantee and warranty, with respect to the services offered by the above firm.

Our technical support/ assistance centers (***Name, address, phone, e-mail address details***) shall provide 24x7 supports over the following telephone Numbers (***please specify***) as well as web-based support (***please specify the URL***).

Signed with seal / stamp by the Manufacturer/OEM Vendor:

Name:

Title:

Dated on day of,

Annexure 3: Price Schedule

Instructions

1. The BOQ template is to be filled as it is without any modification.
2. The template is to be filled per lot and the bidder should indicate the lot No as provided in the
3. Financial table. Every lot to have its financial table.
4. Bidder to indicate the lot number and the region.

Financial Table:		
	LOTName of Station.....	Indicative Cost (KShs.)
1.	Provision of PMS Services	
2.	Labour costs for troubleshooting services (inclusive of transport charges based on frame work costing)	
3.	Labour costs for corrective maintenance services (inclusive of transport charges and Parts to be replaced based on frame work costing)	
4.	Site survey costs for the station relocation of PBS	
5.	Labour costs for Relocation of PBS within one region (lot).	
6.	Labour costs for Relocation of PBS between two different regions (lots)	
7.	Site survey labour costs for the station Clean Power/ Electrical cabling(based on Framework Costing)	
8.	labour costing of installing station's Clean Power/ Electrical Cabling (based on Framework Costing). NB: Price of the materials not to be included.	
9.	Labour costs for site survey for the station to be upgraded. (based on Framework Costing)	
10.	Labour for upgrade installation (based on Framework Costing)	

NB: Prices quoted should be inclusive of VAT.

SPARE PARTS SUPPLY PROVISIONS SCHEDULE- PER UNIT ITEM

1. Bidders to quote bearing in mind that this are minimum specification.
2. Bidders to quote for all items. Failure to quote for an item will lead to disqualification.
3. The spare parts costs shall be considered where a need to replace a damaged part in the equipment arises and will be subject to Authorization by the responsible staff.

			Bidders Response		
	ITEM	Minimum Specifications /Feature	Specifications /Feature	Cost per Item Kshs inclusive of VAT	Comments
1.	Out back power inverter(vfx 3024 Series) 3kw	Out back, Automatic Charger/ Inverter			
2.	Victron 3 phase inverter(Victron Quattro 48V/10000VA) 10 KW,	415 Volts/ 10 KW. Automatic Charger/ Inverter			
3.	APC Smartup UPS 10KVA.	APC Smartup UPS 10KVA			
4.	Victron Inverter 10 kva Serviceble Parts	1.FET Board FET Board 2.Control Board 3.AC Board 4.Cooling Fan		55,800	
5.	Victron 1 kva(Phoenix Inverter Compact 12V 1200VA) Serviceble Parts	1.FET Board FET Board 2.Control Board 3.AC Board 4.Cooling Fan		55,800	
6.	Outback Inverter 3 KVA Serviceble Parts	1.FET Board FET Board 2.Control Board 3.AC Board 4.Cooling Fan		55,800	
7.	APC Smartup UPS 10KVA Parts.	1.Main/Inverter FET Board 2.Control Board 3.AC Board 4.Cooling Fan			

8.	External wall mounted Battery fuse/ isolator 300/600 Amps ceramic type	Conforms to recognized international standard. Only 300 & 600 amps fuses fitted.			
9.	Change Over Switch,	415 volts/ 100 amps, Rotary 4 Pole with 3 switch positions (ON1, OFF and ON2) External Type, Wall mounted with sufficient Enclosure, UK Standard			
10.	Mating Device/ Hub,	Out back compatible, LCD display, 10 port, with control functions.			
11.	Heavy Duty Maintenance free /dry batteries,	2 Volts, 1500 Ah, Gaston Type			
12.	Heavy Duty Maintenance free /dry batteries,	2 Volts, 1200 Ah, Gaston Type			
13.	Heavy Duty Maintenance free /dry batteries,	2 Volts, 800 Ah, Gaston Type			
14.	Heavy Duty Maintenance free /dry batteries,	12 Volts, 200 Ah, Gaston Type			
15.	Six way consumer unit/Board complete with MCB's ,	Merlin Gerin or equivalent standard			
16.	MCB 16/32 Amps, un	Merlin Gerin or equivalent standard			
17.	MCCB 63/100 Amps,	Merlin Gerin or equivalent standard			
18.	Electrical Power Socket (Twin) 16 AMPS,	Twin and Earth 6242 Y Standard			
19.	Electrical cable 4/ 6mm square /metre	Conforms to BS 4553 Standards or Equivalent			
20.	Battery cable 75/50 mm square /metre	Conforms to BS 4553 Standards or Equivalent			
21.	Battery Cable Lugs 75/50 mm square per unit	Non Corrosive and Anti Rust. Tested to MS20659's structural heavy duty designs and can meet UL's			

		486A performance criteria.			
22.	Raw Bolts/ Screws/Cable Ties and other Accessories for a unit installation/ upgrade	Conforms to recognized international standard.			

Annexure 4: Undertaking for Authenticity of Spare Parts

(Certificate to be issued on the company's **Letterhead**)

Reference: **Date:**

This has reference to the spares/ components/ parts/ assembly/ firmware to be supplied to you under the contract period.

We hereby undertake that all the spares/ components/ parts/ assembly/ firmware to be supplied by us, as and when required, shall be original/ genuine spares/ components/ parts/ assembly/ firmware from respective OEMs of the products and that no refurbished/ duplicate/ second hand spares/ components/ parts/ assembly/ firmware shall be used/ supplied/ installed during the contract period.

Also, that it shall be sourced from the authorized source for use in Kenya. In case, we are found not complying with above during any point of time throughout the contract period, we agree to take back the same and replace the same with the original/ genuine spares/ components/ parts/ assembly/ firmware at our own cost and downtime, if any, during such event shall not be considered as planned downtime.

(Signature with seal / stamp of the company)

Name:Designation:

Annexure 5: Bidder's List of Engineers

(Attach certificates)

No.	Name of the Engineer	Designation	Qualifications including Technical Qualification	Working with organization since (date)
1.				
2.				
3.				
4.				
5.				

Annexure 6: Signed-off Site Survey Form

MANDATORY SIGNED-OFF SITE SURVEY SHEET

Name of Site: Date:

Name of Company Representative:

Sign:

Name of Company:

Official Stamp:

Kenya Revenue Authority

Officer's Name: Sign:

Date & Official Stamp:

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 *Anti Corruption Affidavit* This form will be completed by the bidder's authorized representative and it must be sworn before a commissioner of oaths or equivalent according to applicable laws in the country of the bidder.

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, comprehensive maintenance services for power back up equipment *(Insert item description)* in conformity with the said tender documents for the sum of **total tender amount in words and figures**

Lot 1.....

Lot 2.....

Lot 3.....

Lot4.....

Lot5.....

Grand total

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 Supply delivery, Installation and testing of the equipment 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: 30%;"><u>Nationality</u></th> <th style="text-align: left; width: 30%;"><u>Citizenship Details</u></th> <th style="text-align: left; width: 10%;"><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 SECURITY FORM

Whereas [*name of the tenderer*]
(hereinafter called “the tenderer”) has submitted its tender dated [*date of submission of tender*] for the supply, installation and commissioning of [*name and/or description of the equipment*]

(hereinafter 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 [*name of Procurement entity*] of [*country of Procurement entity*] (hereinafter called “the Procuring entity) of the one part and
..... [*name of tenderer*] of [*city and country of tenderer*]
(hereinafter called “the tenderer”) of the other part;

WHEREAS the Procuring entity invited tenders for certain works] and has
accepted a tender by the tenderer for the supply of those works 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
..... [*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]

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,
Procurement & Supplies Services,
Haile Selassie Avenue, Times Tower, 25th Floor
Telephone: +254-020-2817022
Facsimile: +254-020-215809

For: Commissioner General