



**KENYA REVENUE
AUTHORITY**

STANDARD TENDER DOCUMENT

**PROVISION OF CUSTOMER FEEDBACK
COLLECTION SERVICES
THREE YEARS FRAMEWORK CONTRACT**

TENDER NO. KRA/HQS/NCB-061/2019-2020

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

CLOSING DATE: 31st JANUARY , 2020 TIME: 11:00 AM

PRE-BID DATE: 26TH FEBRUARY , 2020 TIME: 11:00 AM

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 of KSH 50,000.00 valid for 365 days from tender opening date	
5.	Letter from the bank indicating that the firm is currently operating an account (not older than 6 months)	
6.	Dully filled, signed and stamped Confidential Business Questionnaire	
7	Duly filled, signed and stamped Form of tender	

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SECTION I

INVITATION TO TENDER


**KENYA REVENUE
AUTHORITY**
Tender Notice

1. The Kenya Revenue Authority invites sealed bids from only eligible candidates for the following tender:

NO	DESCRIPTION	ELIGIBILITY	PRE BID- DATE, TIME AND VENUE	CLOSING DATE AND TIME AND VENUE
1	KRA/HQS/NCB/061/2019-2020: PROVISION OF CUSTOMER FEEDBACK COLLECTION SERVICES (Three Years Framework Contract)	OPEN	31st JANUARY, 2020 11.00 AM 5th FLOOR, TIMES TOWER BUILDING	26TH FEBRUARY, 2020 11.00 AM GROUND FLOOR, TIMES TOWER BUILDING

- Tender documents detailing the requirements of the above tenders 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 E - Procurement 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.
- For assistance on the Supplier Portal or Registration visit any KRA Procurement office Countrywide or email: srmsupport@kra.go.ke.
- Technical Qualification requirements; Refer to Section V of the bidding document.
- Completed Bids are to be saved as **PDF documents** marked with the relevant tender description and submitted to the appropriate KRA E-procurement Web Portal found on the KRA website so as to be received on or before **26th February, 2020** at 11.00 a.m. **Note: Submission should strictly be done to KRA E-Procurement Portal.**
- Bids will be opened electronically promptly after closing time and Bidders or their representatives are welcome to witness the opening at **Ground Floor, Times Tower Building.**
- An original hard copy of the Bid Security (where applicable) of not less than the indicated amount or equivalent amount in a freely convertible currency must be dropped in the **Tender Security Box** located at Times Tower Building, Ground Floor any day before the tender closing date. The Bid Security (where applicable) must be in a sealed envelope bearing the Tender Description and addressed to the address indicated below.

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

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

SECTION II - INSTRUCTIONS TO TENDERERS

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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 provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) 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 services under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

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

2.3 The Tender Document

- 2.3.1 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) Details of Service/Technical Specifications
 - (vii) Tender Form
 - (viii) Price Schedules
 - (ix) Contract Form
 - (x) Tender Security Form
 - (xi) Performance Security Form
 - (xii) Bank Guarantee for Advance Payment Form
 - (xiii) Manufacturer's Authorization Form
 - (xiv) Confidential Business Questionnaire.

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

2.4 Clarification of Documents

2.4.1 A prospective 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.

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

2.5 Amendment of Documents

2.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, may modify the tender documents by amendment.

2.5.2 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.

2.5.3 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.

2.6 Language of Tender

2.6.1 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. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Documents Comprising of Tender

2.7.1 The tender prepared by the tenderers shall comprise the following components:

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 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) tender security furnished in accordance with paragraph 2.12

- (d) confidential business questionnaire

2.8 Tender Forms

- 2.8.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 Tender Prices

- 2.9.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the services it proposes to supply under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the KRA.
- 2.9.3 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.
- 2.9.4 The validity period of the tender shall be **335** days from the date of opening of the tender.
- 2.9.5 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.9.6 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price.
- 2.9.7 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications

- 2.11.1 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.
- 2.11.2 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.
- 2.11.3 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.

2.12 Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.
- 2.12.2 The tender security of **KES. 50,000.00** valid for **365 days** from the date the
- 2.12.3 tender closure .
The tender security shall be denominated in Kenya Shillings or in another freely convertible currency and shall be in the form of:
- 2.12.4
 - a) A bank guarantee.
 - b) Cash.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.

The original tender security shall be dropped in the **Tender Security Box**.

2.13 Validity of Tenders

- 2.13.1 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.
- 2.13.2 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.

2.14 Format and Signing of Tender

- 2.14.1 **The TECHNICAL AND FINANCIAL shall be COMBINED.** The bids Shall be submitted through the KRA supplier portal. The combined technical and the Financial Proposal Shall be submitted on the Notes and Attachments section.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. 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.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such

corrections shall be initialed by the person or persons signing the tender.

Modification and Withdrawal of Tenders

- 2.15.1 The tenderer may modify the tender after submission and resubmit to the respective folders. All prior submissions cannot be deleted or overwritten. Tenderer to note that the latest submission shall be considered as the final version and all prior submissions shall be disregarded.

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. Where a tenderer withdraws his bid after submission of the bid security, he/she shall collect the bid security from KRA after the tender is opened.

No tender may be modified after the deadline for submission of tenders.

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 2.14.7.

The KRA may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

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.

2.18 Opening of Tenders

- 2.18.1 The KRA will open all tenders in the presence of tenderers' representatives who choose to attend, on **11:00 AM on 26th February, 2020**.

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

- 2.18.2 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.

- 2.18.3 The KRA will prepare minutes of the tender opening.

2.19 Clarification of Tenders

- 2.19.1 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.

- 2.19.2 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.

2.20 Preliminary Examination

- 2.20.1 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.
- 2.20.2 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.
- 2.20.3 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.
- 2.20.4 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.
- 2.20.5 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.

2.21 Conversion to Single Currency

- 2.21.1 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.

2.22 Evaluation and Comparison of Tenders

- 2.22.1 The KRA will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22
- 2.22.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 2.22.3 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.

2.23 Preference

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

2.24 Contacting the Kenya Revenue Authority

- 2.24.1 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.
- 2.24.2 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.

2.25 Award of Contract

(a) Post-qualification

2.25.1 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.

2.25.2 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.

2.25.3 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.

Award Criteria

(A) Post Qualification

2.26.1 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.

2.26.2 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.

2.26.3 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

2.25.4 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.

2.25.5 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

(c) KRA's Right to Vary Quantities

2.25.6 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

2.25.7 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.

2.26 Notification of Award

2.26.1 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.

2.26.2 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.

2.26.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the KRA will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14.

2.27 Signing of Contract

2.27.1 At the same time as the KRA notifies the successful tenderer that its tender has been accepted, the KRA will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.27.2 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.

2.27.3 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.

2.28 Performance Security

2.28.1 Within Thirty (30) days of the receipt of notification of award from the KRA, 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 KRA.

2.28.2 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 KRA may make the award to the next lowest evaluated Candidate or call for new tenders.

2.29 Corrupt or Fraudulent Practices

2.29.1 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;

2.29.2 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.

2.29.3 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 TENDERERS
2.1.1	The tender is open to all eligible service providers of Customer Feedback Collection Services. (Three Year Framework Contract)
2.1.2	The Declaration of No Conflict of Interest is incorporated in the Confidential Business Questionnaire.
2.2.2	Bidders may download the tender documents free of charge from the Kenya Revenue Authority website www.kra.go.ke .
2.12.1	The amount of tender security required is Kenya Shillings Fifty Thousand Only (Kshs.50,000) or the equivalent in freely convertible currency. The tender security must be valid for 365 days from the date the tender closes.
2.13.1	Bid Validity Period is 335 days from The Closing Date.
2.13.3	The technical specifications are given in pages 25 to 38.
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.
2.17	The bidder shall submit technical and financial proposals electronically via the supplier portal in the respective folders within the tendering period. The Tender shall be opened on 26th February 2020 at 11:00 hours , local time,
2.18.1	Place: Times Tower Building. Street: Haile Selassie Avenue City: Nairobi Country: Kenya.
2.20.1	Opening of tender documents will be done in public at the time of closing the tender.
2.22.1	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

	<p>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.</p>
2.24	<p>The bid evaluation will take into account the completeness of the bid, vendor evaluation and technical evaluation .</p> <p>Bidders must conform to the specific Technical Requirements in Section IV.</p>
2.25	<p>Preference Kenya Revenue Authority does not allow any margin of preference.</p>
2.27.4	<p>The evaluation of the responsive bids will take into account technical factors, in addition to cost factors. The bid meeting the minimum technical score will be evaluated financially.</p> <p>The bid then with the lowest price shall be considered for award</p>
2.30	<p>The performance security required will be 10% of the Contract Value.</p>

SECTION III: GENERAL CONDITIONS OF CONTRACT

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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 Services” 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 Services under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the Services under this Contract.
- (f) “GCC” means general conditions of contract contained in this section.
- (g) “SCC” means the special conditions of contract contained in this section.
- (h) “Day” means calendar day.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the KRA for the procurement of the Services.

3.3 Country of Origin

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

3.4 Standards

3.4.1 The Services provided 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 KRA’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the KRA 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 KRA'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 KRA.

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 Services or any part thereof in the KRA'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 KRA 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 KRA 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 KRA, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by the KRA 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 KRA or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The KRA 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 Services' 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 KRA.

3.8.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected equipment or make alternations necessary to make specification requirements free of costs to the KRA.

3.8.4 The KRA's right to inspect, test and where necessary, reject the services after the Services' arrival shall in no way be limited or waived by reason of the services having previously been inspected, tested and passed by the Procuring entity or its representative prior to the services delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tendered from any warranty or other obligations under this Contract.

3.9 Delivery and Documents

3.9.1 Delivery of the Services 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.

3.10 Payment

3.10.1 The method and conditions of payment to be made to the tendered under this Contract shall be specified in Special Conditions of Contract.

3.10.2 Payments shall be made promptly by the KRA as specified in the contract.

3.11 Prices

3.11.1 Prices charged by the contractor for 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.

3.11.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).

3.11.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

3.11.4 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

3.12 Assignment

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

3.13 Subcontracts

3.13.1 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.

3.14 Termination for Default

3.14.1 The KRA 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 services within the period(s) specified in the Contract, or within any extension thereof granted by the KRA;
- (b) if the tenderer fails to perform any other obligation(s) under the Contract;
- (c) If the tenderer, in the judgment of the KRA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.14.2 In the event the KRA terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

3.18 Liquidated Damages

3.16 If the tenderer fails to deliver any or all of the services 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 services up to a maximum deduction of 10% of the delayed services. After this the tenderer may consider termination of the contract.

3.18 Resolution of Disputes

3.18.1 The KRA 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.

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 bond must be issued in the form of a bank guarantee. The bank guarantee must be valid in Kenya for a period of two years and shall be 10% of the bid price.</p>
3.9	<p>Delivery</p> <p>The Provision of Customer Feedback Collection Services will be provided to the KRA Departments. Conditions 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 (LSO).</p> <p>The requirements may be adjusted by giving a short notice.</p>
3.10	<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 signing of receipt. However, KRA may negotiate mutually acceptable payment terms with the successful tenderer.</p>
3.11	<p>Prices</p> <p>Prices charged by the tenderer for 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.</p>
3.16	<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 thirty (30) days. No deliveries shall be accepted after the thirtieth 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.</p> <p>In this clause, “days” means working days.</p>

3.18

Resolutions of Disputes

Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity 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 UNCITRAL Arbitration Rules then obtaining. *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

Language and Law

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.

SECTION V - TECHNICAL SPECIFICATIONS

5.1 General

5.1.1 The specifications describe the requirements for services.

5.1.2 This Tender covers the Provision For Customer Feedback Collection Services as detailed in the specifications.

The Table overleaf gives the minimum requirements. Bidders are required to duly fill in the tables under the “Bidder’s Response” column to respond, irrespective of any attachments included. Failure to conform to this condition will render the bid being treated as non-responsive.

5.2 Particulars

Kenya Revenue Authority is intending to procure Provision for Customer Feedback Collection Services as detailed in the specifications.

TERMS OF REFERENCE

The Organization

Kenya Revenue Authority (KRA) was established in 1995 by an Act of Parliament, Chapter 469 of the Laws of Kenya. The Authority is the principal government revenue collection agency and accounts for over 95% of Government Ordinary Revenues.

The authority's strategic direction is guided by 3-year corporate plans. Strategic outcomes KRA want to achieve in the 7th Corporate Plan include:

- Enhanced revenue through improved compliance
- Public confidence in the integrity, professional competence and service orientation of our staff
- Improved business climate with respect to taxation and trading across borders
- Data and intelligence driven organization

Achieving improved business climate with respect to taxation and trading across borders manifested in a quantum leap of customer service characterized by high levels of customer satisfaction of over 80% majorly depends on the Authority's ability to listen to the customer and respond appropriately and in a timely manner.

The Authority is therefore keen in investing in robust and efficient methods of collecting customer feedback in order to make decisions based on data intelligence. Basically, the Authority needs to understand more about its customers' needs, pain and pleasure points.

Current Status

KRA has been ardent on customer feedback and has periodically been conducting various surveys for both internal and external customers. Annual Customer Satisfaction Surveys (CSAT), Employee Satisfaction Surveys, Work Environment Survey, and Corruption Perception Surveys are a tradition. These are basically achieved through outsourcing of consultancy services.

Besides these, various departments through the help of Research and Knowledge Management Department conduct other surveys internally as and when need arises including but not limited to; Service Delivery Surveys, Innovation Surveys, Security and Safety Surveys e.tc.

Moreover, Marketing and Communication Department is active in monitoring customer experience and has been continuously engaged in various customer feedback collection

exercises. Quarterly Surveys executed via the Customer Relationship Management System (CRM) and survey deployment in electronic platform (Survey Monkey) is a norm. Customer Journey Maps, Mystery Shops, Call backs, Focus Group Discussions, Interviews, and Social Media (twitter/Facebook) polls are also other customer feedback collection activities conducted.

Despite numerous efforts made to gather feedback from the customer, the Authority still faces the challenge of getting the customers feedback in a timely manner with pin point accuracy i.e. who is saying what, when and where. This in turn has a direct impact on our service delivery and ultimately customer satisfaction levels.

Expectations

Through the deployment of the tool in customer feedback gathering, the Authority is expecting to gain the following:

- a. Surveys – The tool should provide a platform to run both qualitative and quantitative SMS and email surveys using a convenient application.
- b. Wider Voice of the Customer (VOC) outreach – The tool should be able to send out surveys via SMS and Emails to enable feedback collection from a wider customer base of both registered and non-registered taxpayers.
- c. Introduce Agility - Obtain real time customer feedback upon completion of transactions.
This information is crucial for instant subtle improvement decisions where necessary or significant changes in line with customer demands thus increases customer stickiness and ultimately customer satisfaction.
- d. Increased Channel Utilization – Drive channel utilization by obtaining post process feedback for customer insights which drive better impact measurement.
- e. Experiential NPS – Provide NPS per service and obtain feedback on a real time basis. Give visibility as to what our customers are saying and presents an opportunity to take up any emerging issues as well as be responsive.

This will aid the Authority in improving customer experiences by aiming to achieve the following:

- Providing better management reports - real time NPS score: Help us to know our customers better, thus offer opportunity for improved ROI
- Enhancing customer relationship management for greater experiences and increased loyalty.
- Real time customer feedback- Providing real time Feedback thus analysis, escalation & decision making is quicker. This will in turn lead to faster resolution of emerging issues and or complaints

- Increase channel utilization uptake through service-based real time NPS surveys
Enhanced Customer Lifetime Value (CLV): As we understand our customer needs better, their satisfaction is enhanced leading to longer relationship span with the Authority.

Scope

- Service types** – The tool is expected to gather feedback from Domestic Tax (DTD), Customs & Border Control (C&BC) Services within KRA offered for both individuals and non- individuals.
- Taxpayer Geographical Distribution** – KRA customers are distributed in seven regions of the country; Nairobi, Northern, Central, Southern, Western, South Rift Valley and North Rift Valley. Moreover, customers are either residents or non-residents distributed all over the world.
- Service points/Channels** – KRA serves its customers at various points including; Tax Service Offices (TSOs), Contact Centre, Service Centres, Huduma Centres, and points of entry (border posts).

Deliverables

- Customer feedback collection tool-** provide a tool with features discussed below.
- Training-** train our staff on how to use the tool to administer surveys
- Client support** – avail technical support as and when needed on call/email and provide a dedicated account manager
- Knowledgebase-** provide a Q&A and step by step user manual/guidelines

Description of Engagement

KRA is seeking a customer feedback collection IT solution from a suitable provider/ vendor. Whereas full ownership of the solution remains with the vendor, KRA will only be given rights to use this solution to send out surveys within the given contract period.

Features of desired Tool

Bearing in mind the heterogeneity of the taxpayer population, KRA seeks a customer feedback collection tool that is to be used in conducting survey and survey related services via Mobile phones and email.

INSTRUCTIONS TO BIDDERS:

- Bidders **MUST** provide substantive responses **FOR ALL FEATURES** irrespective of any attached technical documents. Use of ***YES, NO, TICK, BLANK/ EMPTY SPACES, COMPLIANT ETC*** will be considered non-responsive.
- Bidders are required to fill the table below or use its format to respond.
- **Bidders MUST stamp and sign any attached Technical data sheets.**

FEATURES	SCORES	BIDDERS RESPONSE
<p>1. Survey templates</p> <ul style="list-style-type: none"> - Pre-built questionnaires to assist in survey developments - Design themes 	1Mark	
<p>2. Survey Design</p> <ul style="list-style-type: none"> - Dataset exportable to PPT, SPSS, CSV and Excel version - Survey scheduling; schedule surveys and survey reminders - Response validation options; (validate/require survey responses) - Move questions between surveys - Randomize pages - Live preview - Mobile-friendly 	2 Marks	
<p>3. Survey Logic Features</p> <ul style="list-style-type: none"> - Multi-conditional branching - Piping - Looping - Show/hide questions and 	3 Marks	

FEATURES	SCORES	BIDDERS RESPONSE
<ul style="list-style-type: none"> question choices - Hide a page - Disable questions - Email triggers - Question based quotas - Advanced skip logic; conditional skipping, skip to a random page, skip to a question, skip to a page - Re-direct browser - Randomize variables - Scoring 		
<p>4. Survey Question Types</p> <ul style="list-style-type: none"> - Drill down - Ranking questions - Radio button - Side-by-side matrix - Checkbox grid - Net Promoter Score - Date/time question - Dropdown grid - Multiple choice grid - Text response grid - Check box (multiple answer questions) - Dropdown questions - Multiple choice - File upload functionality - Timer question - Semantic 	3 Marks	

FEATURES	SCORES	BIDDERS RESPONSE
<ul style="list-style-type: none"> differential scale - Matrix questions – multi-type question - Short text responses - Image choice - Yes/No - Text/section heading - Score/Tally Display - Add “Other” Text Box option - Checkbox Validation (x/y choices) - Make Questions Optional/Required 		
<p>5. Publishing Features</p> <ul style="list-style-type: none"> - Secure survey with SSL - Custom variables in Publish URL - Pop Up Surveys - Save and Continue Later (without cookies) - Customize Redirect URL (exit page) - Password Protect Your Surveys - The ability to create short personalized URL’s for each survey - Survey Access restrictions (session, IP, Cookies) - Email invites only 	3 Marks	

FEATURES	SCORES	BIDDERS RESPONSE
<p>once per computer or once per location</p> <ul style="list-style-type: none"> - Toggle Survey Between Live & Not Live - Allow Users to Print Responses - Email Notifications –(e.g. quotas reached) - Editable and personalized End Pages (Thank you, Termination etc.) - Editable and personalized Button Text - Editable and personalized Error Messages - Survey Quota Management 		
<p>6. Data Collection</p> <ul style="list-style-type: none"> - SMS; Personalized text-message invitation - Personalized email invitations - Secure Web Links (https ://) - Social media surveys 	5 Marks	

FEATURES	SCORES	BIDDERS RESPONSE
<ul style="list-style-type: none"> - QR codes - Create Multiple Collectors (Data segmentation) - Send Out Personalized Email invitations - Ability to embed in Website 		
<p>7. Invitations</p> <ul style="list-style-type: none"> - Send out secure email invite links - Personalized Email Messages - Insert Images and HTML (HTML Friendly) - Send out test emails - Send out reminder SMS - Add contacts individually - Import entire contact lists - Save contact lists - View Status of SMS/Email sent (Real Time) - View status of invites - Make survey invite only - View bounced SMS/emails - Schedule message to send at a later date - Customize “From/Reply-To” Email Address and “From” Name - Merge address book fields into email 	5 Marks	

FEATURES	SCORES	BIDDERS RESPONSE
<ul style="list-style-type: none"> invite - Create personalized fields in email invitations and merging profile information for personalized messages and invites (i.e. custom fields) - Show notifications 		
<p>8. Analytics</p> <ul style="list-style-type: none"> - Dashboards - View tabular results in real time - View graphical results in real time - View summary statistics - View individual responses - Delete individual responses - Delete responses in bulk - Edit responses (for recoding purposes or data clean up) - Add responses - Import responses - Drop-out analytics - Daily tracking - Completion Times - The individual responses tab shows each respondent's individual answer set. - Data trends to show how response data changes over time - A question summary; shows response counts and percentages for all close-ended questions, weighted averages, open-ended comments, 	5 Marks	

FEATURES	SCORES	BIDDERS RESPONSE
and dynamic charts.		
9. Reporting <ul style="list-style-type: none"> - Basic summary reports with tabulated data - Ability to generate customized top line reports (with charts, graphs, summary tables, cross-tabs) - Generate Charts & Graphs (e.g. pie, bar) - Basic summary statistics (counts, frequencies, percentages) - Cross-tabulations - Basic Text Analysis 	3 Marks	
10. Design and Branding Control <ul style="list-style-type: none"> - Custom design - Survey banner - Responsive design - Personalized Survey URL (White Label) - Access to CSS Stylesheet (if not all formatting features are available through the drag and drop interface) - Redirect Respondents to a website 	3 Marks	
11. Actions Email, SMS, Twitter/Facebook; be able to send a direct message whenever a certain condition is met.	3 Marks	
12. Languages <ul style="list-style-type: none"> - Preferably English and Swahili 	1 Marks	
13. Anonymous surveys &	3 Marks	

FEATURES	SCORES	BIDDERS RESPONSE
<p>privacy</p> <ul style="list-style-type: none"> - Anonymous surveys - White label surveys 		
<p>14. User and role management</p> <ul style="list-style-type: none"> - Many users - Defined roles and rights of users - Show log activities 	5 Marks	
<p>15. KRA ICT Policy compliance; must comply with policies applicable</p>	1 Marks	
<p>16. Integration Capability; integrate with systems like iTax, CRM, social media platforms etc.</p>	5 Marks	
<p>17. Must provide Training to KRA staff . Staff need to know how to use the tool to administer surveys . – Give details on how the training will be conducted.</p>	5 Marks	
<p>6 Client Support – Provide a brief description on how technical support will be availed and provide</p>	5 Marks	

FEATURES	SCORES	BIDDERS RESPONSE
a dedicated account manager.		
7 Knowledge Base – Give a brief description on provision of a Q& A and step by step user manual/ guidelines.	5 Marks	
8 Must have Provided services to clients with a Large Customer Base. Indicate the size of customer base over 10m, 5-10m or less than 5 million. (Provide evidence)	4 Marks	
Total Score	70 Marks	
Cut Off Score	52 Marks	

Responsibilities of the Vendor

- Provide a dedicated, competent and reliable team for the assignment and consult KRA of any changes in staff in good time.
- Avail the lead on-site as and when required.
- Enter into a Non-Disclosure Agreement with the Authority
- Identify and outline performance/key success metrics for the assignment.
- Provide information about referees, experience, past assignments and capacity on a timely basis.
- Adhere to the regulations and policies of the Authority.

Responsibilities of KRA

Kenya Revenue Authority is seeking to commit to 3 year framework contract with a suitable vendor and will be responsible for the following:

- Orientation of the vendor's project assigned team after tender award.

- Dedicated team to work with the vendor’s team on the assignment.
- Availability of office space and other resources for the vendor’s team as and when required.
- Timely provision of information and quick turn-around time on communication.
- Prompt interventions in the event of challenges encountered during the contract period.

Vendor

The firm offering the solution must have the following as a qualification prerequisite;

5.1 Experience

Must have been offering the services for: Please Tick
Experience (Years of practice) Over 5 years 3-5 years 1-2 years

5.12 Customer base

Must have offered services to clients with a customer base of: Please Tick	
Customer base	
Customer base of over 10 M Customer base of 5 – 10 M Customer base less than 5M	

5.13 Clientele

The vendor’s clientele must include at least one International Organization, and at least one financial institution

5.14 Qualification and experience of vendor’s project team

The key team members working on this project must demonstrate technical proficiency, business experience and educational background appropriate for KRA. The team lead should have not less than 5 years’ experience and a minimum certification of a degree and the other team members a minimum certification of a diploma and not less than 3 years’ experience.

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 <input type="checkbox"/> Power of Attorney ¹ (exempt for Sole Proprietors) <input type="checkbox"/> Tender Security
2	Company Profile Attach copy of Registration of Business/Certificate of Incorporation <ul style="list-style-type: none"> • 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

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	RATING	CUT OFF SCORE
Experience The firm must have experience in the provision of the Customer Feedback Collection Tool Over 5 years Experience5 marks Between 3-5 Years Experience 4 marks Between 1-2 Years Experience 3 marks	5	3
Managerial and Key Personnel Competency Profiles Key Staff Competency Profiles Attach 3 CVs of Key Staff. Indicate relevant technical experience of the key staff and indicate skills relevant to the requirements. Certificates to be attached. <ul style="list-style-type: none"> • Lead Consultant - Over 5 Years Experience Minimum Certificate – Degree • Associate Consultants – Over 3 Years Experience 	12	9

Minimum Certificate - Diploma		
<p>Experience/Reputation of the Firm Provide evidence of past undertaking of similar projects done with Kenyan or International firms with a large customer base. Include a brief description of similar item delivered to at least 3 clients , value of contracts, and contact person phone number and email addresses)</p> <ul style="list-style-type: none"> ▪ Indicate the customer base over 10m, 5-10m or less than 5 million ▪ Evidence to be attached for client base and LSO/Contract. 	7	4.5
<p>Recommendation Letters Provide at least three letters of recommendations from reputable Financial Kenyan Firms/ International Firm with a large customer base.</p>	6	4
TOTAL SCORE	30	20.5

PRICE SCHEDULE

No.	Item Description	Kshs.
1.	Provision of Customer Feedback Collection Services Three (3) Years Framework Contract	
2.	Provide a detailed breakdown of the costing for the three years.	
	<i>VAT (16%)</i>	
	GRAND TOTAL (INCLUSIVE OF VAT)	

Note: Grand Total to be carried to the **Form of Tender**

Tenderer's Name: _____

Sign: _____

Official Stamp:

Summary of Vendor, Technical and Financial Evaluation

The overall tender evaluation criteria is shown below;

Description	Maximum Score	Cut Off Score
Tender Responsiveness	Mandatory	Mandatory
Vendor Evaluation	30	20.5
Technical Evaluation	70	52.50
Financial Evaluation	Lowest Evaluated Price	Lowest Evaluated Price

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, offer to provide customer feedback collection services in conformity with the said tender documents for the sum of *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission 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 **[335]** 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 border="0"> <thead> <tr> <th><u>Name</u></th> <th><u>Nationality</u></th> <th><u>Citizenship Details</u></th> <th><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> <tr> <td>4.....</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.....	4.....
<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 Provision of Customer Feedback Collection Services of
(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

TENDER REF No: KRA/HQS/NCB-061/2019-2020

PROVISION OF CUSTOMER FEEDBACK COLLECTION SERVICES (THREE YEAR FRAMEWORK)

THIS AGREEMENT made the _____ day of _____ 20 _____
between **Kenya Revenue Authority** [*name of Procurement entity*] of **Kenya** [*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
(_____)] 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 [*description of Services*] (Hereinafter called “the Contract”).

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of [*amount of the guarantee in words and 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 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**