



TENDER DOCUMENT

FOR

**UPGRADE OF ORACLE HARDWARE AND DATABASE
LICENSES CONSOLIDATION**

KRA/HQS/NCB -64/2019-2020

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

FEBRUARY 2020

PRE-BID DATE: 3RD MARCH 2020 AT 11.00AM

CLOSING DATE: 17TH MARCH 2020 AT 11.00AM

CHECKLIST FORM

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

S/N	ITEM DESCRIPTION	Mandatory
		Kindly tick once attached
1.	Copy of valid Tax Compliance Certificate	
2.	Certificate of Registration or Incorporation	
3.	Power of Attorney (Sole Proprietors Exempted)	
4.	Tender Security of Kshs 200,000.00 valid for 365 days from the date of tender closure	
5.	Letter from the bank indicating that the firm is currently operating an account (should be within the last 6 months)	
6.	Dully filled, signed and stamped Confidential Business Questionnaire	
7.	Proof of Certification/ accreditation/ manufacturer's authorization form(Signed)	
8.	Duly filled ,signed and stamped Form of tender	

Table of Contents

SECTION I	INVITATION TO TENDER.....	4
SECTION II	INSTRUCTIONS TO TENDERERS	5
SECTION III	GENERAL CONDITIONS OF CONTRACT.....	18
SECTION IV	SPECIAL CONDITIONS OF CONTRACT.....	23
SECTION V	SCHEDULE OF REQUIREMENTS	25
SECTION VI	TECHNICAL SPECIFICATIONS	30
SECTION VII	STANDARD FORMS	41
7.1	FORM OF TENDER	42
7.2	CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM	43
7.3	TENDER SECURITY FORM.....	46
7.4	CONTRACT FORM	47
7.5	PERFORMANCE SECURITY FORM.....	48
7.6	BANK GUARANTEE FOR ADVANCE PAYMENT FORM	49
SECTION VIII:	LETTER OF NOTIFICATION OF AWARD	50

SECTION I INVITATION TO TENDER



Tender Notice

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

NO	DESCRIPTION	ELIGIBILITY	PRE- BID DATE AND TIME	CLOSING DATE AND TIME
1	KRA/HQS/NCB-064/2019-2020: UPGRADE OF ORACLE HARDWARE AND DATABASE LICENSES CONSOLIDATION	OPEN	3 rd March 2020 11.00 AM Times Tower	17 th March, 2020 11.00 AM Times Tower

- Interested eligible candidates may obtain further information and inspect the tender documents with detailed requirements at the office of the Deputy Commissioner-Supply Chain Management, Times Tower Building, 25th Floor.
- A complete set of bidding documents in English may be obtained from KRA E-Procurement portal available on the KRA website www.kra.go.ke. Prospective bidders should register for E-Procurement to enable them access the KRA portal under "New Supplier Registration" found under the Tender Tab.
- Mandatory site visit is scheduled for 3rd March 2020 after pre-bid briefing. Those who will not make it on 03rd March 2020 can visit either on 4th or 5th March 2020.**
- Existing Suppliers with V-numbers and SRM passwords will automatically obtain the tender document in their SRM supplier portal. Existing Suppliers List is available on KRA Website under Tenders
- Completed Bids are to be saved as PDF documents marked "**KRA/HQS/NCB-64/2019-2020: Upgrade of Oracle Hardware and Database Licenses Consolidation**" and submitted to the appropriate KRA E-procurement Web Portal found on the KRA website so as to be received on or before **17th March 2020 at 11.00 a.m.**
- Submission shall strictly be done Electronically via KRA E-Procurement Portal. Bidders to note that system bid submission issues shall not be addressed **within 24 hours to the tender closing date and time.**
- Bids will be opened electronically promptly after closing time and Bidders or their representatives are welcome to witness the opening at **Times Tower Building.**
- An original hard copy of the Bid Security 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 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

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

2.1

Eligible Tenderers

- 2.1.1 This Invitation for Tender is open to all eligible Tenderer 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 There will no price charged to the tender

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) Evidence of **support with OEM**
- (xiv) 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 a certificate of origin issued at the time of shipment shall confirm.
- 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 is not required to furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

- 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;
 orto furnish performance security in accordance with paragraph 2.28.

2.15 Validity of Tenders

- 2.15.1 Tenders shall remain valid for **335 days** or as specified in the Invitation to Tender after the date of tender opening prescribed by the 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 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**.
- 2.16.2 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 Tender

- 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:
- 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 **Tuesday 17th March, 2020 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 tender in the presence of Tenderers' representatives who choose to attend, at 11:00 AM on "Tuesday 17TH March, 2020" 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 2.23 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

Shall not be debarred from participating in public procurement.

2.25
2.25.1

Preference

Kenya Revenue Authority does not allow any margin of preference.

2.26.1

2.26 Contacting the Kenya Revenue Authority

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 Right to Vary Quantity

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, 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 Authority's action

2.28 Notification of 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 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 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the 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
- "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 (ii) 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
2.1.2	The declaration of No Conflict of Interest is incorporated in the Confidential Business Questionnaire
2.3.2	The bid document is free of charge and can be downloaded from the KRA website.
2.10.4	Tender Validity Period is 335 days from “ Date of closure of the tender ”
	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.
2.14.1	Tender security of Kshs 200,000.00 is required . The tender security shall be valid for 365 days from the date of tender opening. Original bid security shall be deposited in the Tender Security Box situated at Times Tower Ground floor on or before the 17th March 2020 at 11.00 am
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 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.
2.20.1	Opening of Technical and Financial Proposals will be done in public at the time of closing the tender.
	Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder’s risk and may result in the rejection of its bid.
2.20.2	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

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 it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.21

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 components of this tender and services works will be rendered at the KRA Data centers . 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 (LPO).
3.12	Payment Terms The Kenya Revenue Authority (KRA) payment terms are that payment shall be made within thirty (30) 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	<p>Notices</p> <p>Kenya Revenue Authority</p> <p>Deputy Commissioner-Procurement & Supplies Services</p> <p>Times Tower Building, 25th Floor, P.O Box 48240- 00100 GPO, Tel. +254 020 2817022 Nairobi, Kenya.</p> <p>Email erprocurement@kra.go.ke website: www.kra.go.ke</p>
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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 (hereinafter referred to as “KRA”) The Kenya Revenue Authority was established by an Act of Parliament, Chapter 469 of the laws of Kenya, which became effective on the 1st of July 1995. KRA is charged with collecting revenue on behalf of the government of Kenya.

The core functions of the Authority are: -

- To assess, collect and account for all revenues in accordance with the written laws and the specified provisions of the written laws.
- To advise on matters relating to the administration of, and collection of revenue under the written laws or the specified provisions of the written laws.
- To perform such other functions in relation to revenue as the Minister may direct.

KRA has multiple applications that are used to automate the authority’s various functions. Those applications utilize multiple databases that the authority wishes to consolidate in order to improve its service delivery and reduce the costs of operating and managing them.

KRA/HQS/NCB -064/2019-2020 -

UPGRADE OF ORACLE HARDWARE AND DATABASE LICENSES

CONSOLIDATION.

KRA is keen to ensure that it reorganizes its databases on its existing infrastructure in order to reduce database sprawl, accommodate data growth more effectively, increase security, deliver agility, scale more easily, reduce complexity, support multiple database types and optimize spending on licenses.

For purposes of this RFP, KRA aims to address the following operational drivers for considering a modern infrastructure for entire estate database consolidation:

- a) **Rapid growth of the storage requirements;** the data captured, stored and maintained by KRA keeps on growing at a steady rate and this growth needs to be anticipated and provided for in order to maintain application efficiency.
- b) **Rapid growth of computing demands;** With the rapid growth in the data that is captured, stored and managed by KRA, the computing power required by the database management systems has also been growing steadily. This growth is projected to grow and hence the need for the change of strategy database management in order to meet the computing capacity requirements.
- c) **Tight regulatory requirements;** KRA must operate within the requirements of data privacy and security on storage, access and management of data or information.
- d) **Need to comply with license agreements;** KRA has different database products with different license contracts.

5.2 Submission of Bids

(i) The Tenderer must submit a two-envelope bid comprising the following:

- a) **Technical:** -comprising of the following documents:
 - Tender Notice/Invitation to Tender.
 - Confirmation of submission of Two envelopes bid
 - Tender Security.
 - Certificate of Incorporation/Registration.
 - Original Equipment Manufacturers Authorization
 - Key personnel skills and competencies that relates to the solution.

- Client References – Provide evidence (Completion Certificate / Execution Certificate) of similar work.
- Duly Filled and signed Confidential Business Questionnaire.
- Valid Tax Compliance Certificate.
- Bank Reference Letter
- Power of Attorney.

b) Financial: -

comprising of:

- Tender Form, Financial Summary Proposal
- Submission Form and Price Schedules (only)

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"> ▪ Power of Attorney¹ (Exempted from sole proprietor) ▪ Vendor's authorization/accreditation as required in the schedule of requirements ▪ Oracle Field Delivery Partner Certificate ▪ Fully 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
3.	Proof of Financial Resources Reference Letter from Bank (that should be within 6 months)
4.	Social Obligations Submit certificate of compliance for the following; <ul style="list-style-type: none"> ▪ Valid Tax Compliance Certificate²
5.	Bid security of Kshs 200,000.00 valid for 365 days from the date of tender opening.

NB/ A Current Certificate of Compliance might 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.

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

5.4 Bidder 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 Scores	Cut off score
<p>Key Personnel Competency Profiles Attach C.Vs and certificates of least two (2) technical key staff with relevant technical experience The training should be supported by Oracle professional certificates.</p> <p>Degree2 marks Academic diploma/certificate.....1 mark OEM Certification2 mark</p>	8	6
<p>Experience/Reputation of the Firm Provide evidence of past undertaking of similar projects (annual maintenance of data centre facilities) and attach completion certificates.</p> <p>Include a brief description of similar item delivered to at least Four (4) clients, value of contracts, and contact person phone number and email addresses) for similar equipment. Evidence to be attached is LSO/Contract/Reference letter from client. Each client is - 3marks</p>	12	9
TOTAL SCORES	20	15
<p>Note: <i>A bidder must meet the cut-off score in order to proceed to the next stage of evaluation</i></p>		

5.5 Tender Evaluation Criteria

The tender evaluation criteria is weighted as follows; -

Criteria	Maximum Score/Requirement	Cut-Off Score
Tender Responsiveness	Mandatory	Met
Vendor Evaluation	20	15
Technical Specifications	PASS/FAIL	Met
Financial Evaluation	Award shall be to the bidder with the Lowest evaluated price	
Post Qualification Evaluation	KRA has an option to make site visits to the bidder's proposed sites to ascertain its ability to deliver the solution	

SECTION VI TECHNICAL SPECIFICATIONS

UPGRADE OF ORACLE HARDWARE UPGRADE AND DATABASE LICENSES CONSOLIDATION

Introduction

KRA hereby invites bids from prospective bidders for Upgrade of Oracle Hardware and Database Licenses Consolidation. The overall summary information regarding this tender is given in section 6.1. - Scope of Work. The bidder shall include in their offer, any additional services considered necessary for the successful implementation of their proposal. Proposals from bidders should be submitted in two distinct parts, namely Technical Proposal and Financial Proposal and these should be submitted via the KRA Suppliers' Portal. The Technical Proposal should contain all the relevant technical details in response to the requirements of this tender as outlined in section 6.2.2

The scope of this tender include the following:

1. Supply delivery and installation of Oracle Exadata X6-2 and X5-2 upgrade components
2. Relocation services for the Oracle Exadata X6-2 from one Data Centre to another
3. Supply of various Oracle database software
4. Upgrade of Oracle database version and consolidation into the Exadata machines
5. Any additional services considered necessary for the successful implementation of the bidder's proposal

6.0 GENERAL MINIMUM REQUIREMENTS TO THE BIDDERS

1. The installations and Implementation of supplied Exadata database machine upgrade hardware shall be undertaken in line with the manufacturers specifications
2. The engineers who shall undertake the upgrade of the Exadata database machines hardware shall provide an installation and implementation report detailing the configurations of the two Exadata database machines after their hardware upgrade and/or expansion
3. Must take part in a mandatory signed off site survey to assess the scope of the service
4. Should have support office in Nairobi with minimum three OEM certified support engineers.
5. Shall be required to provide **detailed responses** complete with supporting reference materials and brochures in providing responses to the **technical clause-by-clause responses**.
6. Failure to conform to these requirements will render the bid being treated as non-responsive. Simple statements such as **“yes”, “no”, “comply” or any other similar statements** will not be considered as a substantial response.

6.1 Scope of services

6.1.1 Supply and delivery of Database Software Licenses

SERIAL NO	REQUIREMENT DESCRIPTION
1.	Oracle Diagnostic Pack
2.	Oracle Tuning Pack
3.	Oracle Active Data Guard
4.	Oracle Real Application Clusters
5.	Oracle Audit Vault & Database Firewall

6.1.2 Upgrade of Oracle Hardware

SERIAL NO	REQUIREMENT DESCRIPTION
1.	Supply of 32 GB DIMMs for the memory upgrade for an Exadata X5-2 Database Machine
2.	Supply of 32 GB DIMMs for the memory upgrade for an Exadata X6-2 Database Machine
3.	Supply of 3 Exadata High Capacity Storage Cells for the storage expansion of an Exadata X5-2 Database Machine
4.	Supply of 3 Exadata High Capacity Storage Cells for the storage expansion of an Exadata X6-2 Database Machine
5.	Activation of all CPU cores on the Exadata X5-2 Database machine and the installation and configuration of the supplied Exadata upgrade and expansion hardware
6.	Annual support for the supplied Exadata upgrade hardware
7.	Relocation of the Exadata X5-2 Database Machine from Production Data Centre to Disaster Recovery Data Centre

6.1.3 Services

KRA has two Oracle Exadata machines namely,

- a. Quarter Rack X5-2
- b. Quarter Rack x6-2

Exadata X6-2 shall be the production machine of the consolidated environment. The Exadata X5-2 shall be the DR infrastructure.

SERIAL NO	REQUIREMENT DESCRIPTION
1	Upgrade Oracle Database to 18c <ul style="list-style-type: none">• Simba System• DTD

2	Consolidation of the following Oracle Databases to Oracle ExaData Platform of the following systems <ul style="list-style-type: none"> • Simba • DTD • Tax Invoice Management System • Integrated Customs Management System • Data Warehouse
3	Implement a Production and DR setup of the above using the two available Exadata infrastructure
4	Implement Oracle Active Data Guard for the production and DR
5	Implement Audit Vault and Database Firewall on the Exadata consolidated environment, both production and DR

CLAUSE-BY-CLAUSE RESPONSES TO THE REQUIRMENTS

1. SOFTWARE LICENSES

SERIAL NO	REQUIREMENT DESCRIPTION	BIDDER'S RESPONSE
1.	Oracle Diagnostic Pack	
2.	Oracle Tuning Pack	
3.	Oracle Active Data Guard	
4.	Oracle Real Application Clusters	
5.	Oracle Audit Vault & Database Firewall	

2. UPGRADE OF ORACLE HARDWARE

SERIAL NO	REQUIREMENT DESCRIPTION	BIDDER'S RESPONSE
1.	Supply of 32 GB DIMMs for the memory upgrade for an Exadata X5-2 Database Machine	
2.	Supply of 32 GB DIMMs for the memory upgrade for an Exadata X6-2 Database Machine	
3.	Supply of 3 Exadata High Capacity Storage Cells for the storage expansion of an Exadata X5-2 Database Machine	
4.	Supply of 3 Exadata High Capacity Storage Cells for the storage expansion of an Exadata X6-2 Database Machine	
5.	Activation of all CPU cores on the Exadata X5-2 Database machine and the installation and configuration of the supplied Exadata upgrade and expansion hardware	
6.	Annual support for the supplied Exadata upgrade hardware	

7.	Relocation of the Exadata X5-2 Database Machine from Production Data Centre to Disaster Recovery Data Centre	
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3. SERVICES

SERIAL NO	REQUIREMENT DESCRIPTION	BIDDER'S RESPONSE
i.	Upgrade Oracle Database to 18c <ul style="list-style-type: none"> • Simba System • DTD • Data Warehouse 	
ii.	Consolidation of the following Oracle Databases to Oracle Exadata Platform of the following systems <ul style="list-style-type: none"> • Simba • DTD • Tax Invoice Management System • Integrated Customs Management System • Data Warehouse 	
iii.	Implement a Production and DR setup of the above using the two available Exadata infrastructure	
iv.	Implement Oracle Active Data Guard for the production and DR	
v.	Implement Audit Vault and Database Firewall on the Exadata consolidated environment, both production and DR	

Annexure 3: 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 4: Price Schedule

For financial proposal should have the following format:

1. Database Licenses

Item	Requirement Description	Qty	Unit Cost -KES (exclusive of taxes)	Total Cost - KES (exclusive of taxes)
i.	Oracle Diagnostic Pack	29		
ii.	Oracle Tuning Pack	29		
iii.	Oracle Active Data Guard	36		
iv.	Oracle Real Application Clusters	3		
v.	Oracle Audit Vault & Database Firewall	52		
viii.	Sub-Total Exclusive of taxes			
ix.	Applicable Taxes			
x.	Grand total (Inclusive of Taxes)			

2. Hardware Upgrade

Item	Requirement Description	Qty	Unit Cost -KES (exclusive of taxes)	Total Cost – KES (exclusive of taxes)
i.	32 GB DIMMs for the memory upgrade for an Exadata X5-2 Database Machine	32		
ii.	32 GB DIMMs for the memory upgrade for an Exadata X6-2 Database Machine	32		
iii	3 Exadata High Capacity Storage Cells for the storage expansion of an Exadata X5-2 Database Machine	3		
Iv	3 Exadata High Capacity Storage Cells for the storage expansion of an Exadata X6-2 Database Machine	3		
v.	Activation of all CPU cores on the Exadata X5-2 Database machine and the installation and configuration of the supplied Exadata upgrade and expansion hardware			
vi.	Annual support for the supplied Exadata upgrade hardware			
vii.	Relocation of the Exadata X5-2 Database Machine from Production Data Centre to Disaster Recovery Data Centre	Lot		
viii.	Sub-Total Exclusive of taxes			
ix	Applicable Taxes			
x.	Grand total (Inclusive of Taxes)			

3. Services

SERIAL NO	REQUIREMENT DESCRIPTION	Total Cost - KES (exclusive of taxes)
i.	<p>Upgrade Oracle Database to 18c</p> <ul style="list-style-type: none"> • Simba System • DTD • Data Warehouse <p>Consolidation of the following Oracle Databases to Oracle ExaData Platform of the following systems</p> <ul style="list-style-type: none"> • Simba • DTD • Tax Invoice Management System • Integrated Customs Management System • Data Warehouse <p>Implement a Production and DR setup of the above using the two available Exadata infrastructure</p> <p>Implement Oracle Active Data Guard for the production and DR</p> <p>Implement Audit Vault and Database Firewall on the Exadata consolidated environment, both production and DR</p>	
ii.	Sub-Total Exclusive of taxes	
iii.	Applicable Taxes	
iv.	Grand total (Inclusive of Taxes)	

Annexure 5: Undertaking for Authenticity of hardware, software licensing

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

Reference: **Date:**

This has reference to the spares/ components/ parts/ assembly/ firmware/software 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 6: Bidder's List of Engineers

(Attach certificates, CVs)

	Name of the Engineer	Designation	Qualifications including Technical Qualification	Working with organization since (date)
1.				
2.				
3.				
4.				
5.				

Annexure 7: Signed-off Site Survey/Requirements verification Form

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 VII - 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.

7.1 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 **Upgrade of Oracle Hardware and Database Licenses Consolidation** (Insert item description) 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 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 **335 days** [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 _____



7.2 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: 15%;"><u>Name</u></th> <th style="text-align: left; width: 30%;"><u>Nationality</u></th> <th style="text-align: left; width: 35%;"><u>Citizenship Details</u></th> <th style="text-align: left; width: 20%;"><u>Shares</u></th> </tr> </thead> <tbody> <tr> <td>1.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>	1.....	2.....	3.....
<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>														
1.....														
2.....														
3.....														

4.....
.....

Part 2 (c) – Registered Company

- 2c.1 Private or Public
.....
- 2c.2 State the Nominal and Issued Capital of Company-
Nominal Kshs.
Issued Kshs.
- 2c.3 Given details of all Directors as follows
- | <u>Name</u> | <u>Nationality</u> | <u>Citizenship Details</u> | <u>Shares</u> |
|-------------|--------------------|----------------------------|---------------|
| 1..... | | | |
| 2..... | | | |
| 3..... | | | |
| 4..... | | | |
| 5..... | | | |

Part 3 – Eligibility Status

- 3.1 Are you related to an Employee, Committee Member or Board Member of Kenya Revenue Authority? Yes _____ No _____
- 3.2 If answer in '3.1' is **YES** give the relationship.
.....
.....
.....
- 3.3 Does an Employee, Committee Member, Board Member of Kenya Revenue Authority sit in the Board of Directors or Management of your Organization, Subsidiaries or Joint Ventures? Yes _____ No _____
- 3.4 If answer in '3.3' above is **YES** give details.
.....
.....
.....
.....
- 3.5 Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by Kenya Revenue Authority to provide consulting services for preparation of design, specifications and other documents to be used for procurement of the goods under this invitation? Yes _____ No _____

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

.....
.....
.....
.....
.....

3.7 Are you under a declaration of ineligibility for corrupt and fraudulent practices?
YES_____ No_____

3.8 If answer in '3.7' above is **YES** give details:

.....
.....
.....
.....
.....

3.9 Have you offered or given anything of value to influence the procurement process? Yes
_____No_____

3.10 If answer in '3.9' above is **YES** give details

.....
.....
.....
.....
.....

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

Date Signature of Candidate

.....

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

7.3 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)

7.4 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 **Upgrade of Oracle Hardware and Database
Licenses Consolidation** and has accepted a tender by the tenderer for **Upgrade of Oracle Hardware
and Database Licenses Consolidation** 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)

7.5 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 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]

7.6 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]

SECTION VIII: 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,
Supplies Chain Management,
Haile Selassie Avenue, Times Tower, 25th Floor
Telephone: +254-020-2817022
Facsimile: +254-020-215809

For: Commissioner General