



TENDER DOCUMENT

FOR

**PROVISION OF ISO 9001:2015 RE-CERTIFICATION AND
SURVEILLANCE AUDITS SERVICES FOR A THREE YEAR
FRAMEWORK CONTRACT**

KRA/HQS/RT-074/2018-2019

**TIMES TOWER BUILDING
P.O. BOX 48240 – 00100
TEL: +254 02 310900
WWW.KRA.GO.KE
NAIROBI, KENYA.**

**PRE-BID DATE : 21ST JUNE 2019 TIME 10.00 A.M
CLOSING DATE 26TH JUNE 2019 TIME :11.00 A.M**

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SECTION I INVITATION TO TENDER

DATE _____

TENDER REF NO. KRA/HQS/RT-0074/2018-2019

Tender Name:

PROVISION OF ISO 9001:2015 RE-CERTIFICATION AND SURVEILLANCE AUDITS SERVICES FOR A THREE YEAR FRAMEWORK CONTRACT

The Kenya Revenue Authority invites sealed bid from **eligible candidates**

1. 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.
2. 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.
3. Completed Bids are to be saved as PDF documents marked

KRA/HQS/RT-0074/2018-2019

Provision of ISO 9001:2015 Re-Certification and Surveillance Audits Services for a three year Framework Contract

and submitted to the appropriate KRA E-procurement Web Portal found on the KRA website so as to be received on or before **Wednesday 26th June, 2019** at 11.00 a.m.

Note:

Submission should strictly be done to KRA E-Procurement Portal.

4. Bids will be opened electronically promptly after closing time and Bidders or their representatives are welcome to witness the opening at **Times Tower Building**.

Prices quoted should be net inclusive of all taxes and delivery costs, and must be in Kenya Shillings and shall remain valid for **180 days** from the closing date of the tender.

**For: Commissioner General
Kenya Revenue Authority**

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 complete the supply of goods 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 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.

2.4 The Tender Document

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

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

- 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 of Tender

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

2.9 Tender Forms

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

2.10 Tender Prices

- 2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract.
- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the KRA.
- 2.10.3 Prices quoted by the tender shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.10.4 The validity period of the tender shall be 150 days from the date of opening of the tender.

2.11 Tender Currencies

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

2.12**Tenderers Eligibility and Qualifications**

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

2.13**Goods Eligibility and Conformity to Tender Documents**

- 2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract
- 2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:
 - (a) a detailed description of the essential technical and performance characteristic of the goods;
 - (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Authority; and
 - (c) a clause-by-clause commentary on the Authority's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

- 2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3 above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14

Tender Security

- 2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.
- 2.14.2 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.
- 2.14.3 The tender security is required to protect the Authority against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.8.
- 2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Authority and valid for thirty (30) days beyond the validity of the tender.
- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Authority as non- responsive, pursuant to paragraph 2.22.
- 2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Authority.
- 2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28.
- 2.14.8 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity specified by the Authority on the Tender Form; or
 - (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.27;
 - or
 - (ii) to furnish performance security in accordance with paragraph 2.28.

2.15

Validity of Tenders

- 2.15.1 Tenders shall remain valid for 120 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.

2.16.1 Format and Signing of Tender

- 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 Submission of the Tender.

- 2.17.1 Completed Bids are to be saved as PDF documents marked "KRA/HQS/RT-074/2018-2019 **Provision of ISO 9001:2015 Re-Certification and Surveillance Audits Services for a Three Year Framework Contract**" and submitted to the appropriate KRA E-procurement Web Portal found on the KRA website so as to be received on or before **Wednesday, 26th June, 2019 at 11.00 a.m.**
Note: Submission should strictly be done to KRA E-Procurement Portal.
- .17.3 The tender should bear, tender number and name in the invitation to tender.

2.18 Deadline for Submission of Tenders

- 2.18.1 Tenders must be received by the Authority at the address specified under paragraph 2.17.2 no later than **Wednesday 26th June, 2019**"
- 2.18.2 The Authority may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Authority and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 Modification and Withdrawal of Tenders

- 2.19.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Authority prior to the deadline prescribed for submission of tenders.
- 2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.19.3 No tender may be modified after the deadline for submission of tenders.
- 2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.8
- 2.19.5 The Authority may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.6 The Authority shall give prompt notice of the termination to the Tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.20 Opening of Tenders

- 2.20.1 The Authority will open all tenders in the presence of Tenderers' representatives who choose to attend, at **11:00 am** on "**Wednesday 26th May, 2019**" 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.

2.22 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 not be allowed. Any errors detected will lead to direct disqualification. The bidder is encouraged to use Ms. Excel and is applicable formulas to ensure accuracy.**
- 2.22.3 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.
- 2.22.4 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 Tenders

- 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
- (d) Shall not be debarred from participating in public procurement.

2.25 Preference

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

2.26 Contacting the Kenya Revenue Authority

2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Authority on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.26.2 Any effort by a tenderer to influence the Authority in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.27 Award of Contract

(a) Post-qualification

2.27.1 In the absence of pre-qualification, the Authority will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Authority deems necessary and appropriate.

2.27.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Authority will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

2.27.4 The Authority will award the contract to the successful tenderer(s)

whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

© **KRA's Right to Vary Quantities**

(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
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Kenya Revenue Authority, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Kenya Revenue Authority of the benefits of free and open competition;
- 2.31.2 The Kenya Revenue Authority will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.31.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to Instructions to Tenderers

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1	The tender is open to the shortlisted bidders. Declaration of No Conflict of Interest is incorporated in the Confidential Business Questionnaire.
2.2	All Countries are eligible sources except those under United Nations sanctions.
2.3	The fees charged for a complete set of tender documents is Kenya Shillings one thousand (1,000.00), or the equivalent in freely convertible currency where applicable. NB/: There is no payment required for this tender.
2.10	Tender Validity Period is 180 days from Wednesday 26th June, 2019.
2.11	Tender prices are to be quoted in Kenya Shillings Only
2.13	The clause-by-clause commentary of the technical specifications is given in the Clause by clause tables of Technical specifications.
2.14	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 guarantee issued by a reputable insurance company registered with Insurance Regulatory Agency. NB/: There is no tender security required for this tender.
2.16	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	Completed Bids are to be saved as PDF documents marked "KRA/HQS/RT-0074/2018-2019" Provision of ISO 9001:2015 Re-Certification and Surveillance Audits Services for a three year Framework Contract and submitted to the appropriate KRA E-procurement Web Portal found on the KRA website so as to be received on or before Wednesday 26th June, 2019 at 11.00 a.m. Note: Submission should strictly be done to KRA E-Procurement Portal.

2.18	<p>Time, date, and place for bid opening are: 11:00 hours, local time, on Wednesday 26th June 2019 'Place: Convention Centre on the 5th Floor of Times Tower Building. Street: Haile Selassie Avenue City: Nairobi Country: Kenya.</p> <p>Opening of Technical Proposals will be done in public at the time of closing the tender.</p>
2.22	<p>Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents.</p> <p>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.</p> <p>The bid evaluation will take into account technical factors in addition to cost factors. The weight for price is 30% while the weight for technical specifications is 70%. Bidders must conform to the specific Technical Requirements in Section IV.</p>
2.24	<p>The evaluation of the responsive bids will take into account technical factors, in addition to cost factors. The technical part will be evaluated on a pass/fail criteria.</p>
2.25	<p>The Authority will not grant a margin for purposes for the purpose of bid comparison in accordance with the current laws.</p>
2.30	<p>The performance security required will be specified where necessary.</p>
2.31	<p>Anti-corruption Affidavit is provided along with the Bidding documents in the confidential business questionnaire.</p> <p>The authority will require a supplier of goods and/or services to swear an affidavit to the effect they will not have offered or been requested to pay an inducement to a member of the Board, Management and/or Staff of the Authority to influence the outcome of the bid.</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 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 Delivery and Documents

- 3.9.1 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.

3.10 Payment

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

3.11 Prices

- 3.11.1 Prices charged by the 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.
- 3.11.2 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 Authority's prior written consent.

3.12.2 Indemnity

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

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 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.
- 3.14.2 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.

3.15 Termination of Insolvency

The Authority may at any time terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to KRA.

3.16 Liquidated Damages

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.

3.17 Termination of Convenience

The Authority by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the KRA convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

- 3.17.2 For the remaining part of the contract after termination the KRA may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

3.18 Resolution of Disputes

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

3.19 Language and Law

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

3.20**Force Majeure**

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

Applicable Law

- 3.20.1** The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC.

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.
3.8	<p>Pre-shipment Inspection</p> <p>It is a requirement that the goods shall inspected before shipment at the supplier's cost. Inspection of the goods before signing of the delivery notes will also be done by the recipient of the goods, at the point of delivery.</p>
3.9	<p>Delivery</p> <p>Provision of ISO 9001:2015 Re-Certification and Surveillance Audits Services for a three year Framework Contract</p> <p>Conditions of delivery will be in the Local service order and contract within the period indicated by the bidder from the date of receiving the Local Service Order (LPO).</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, commissioning and signing of acceptance report for capital expenses. The recurrent charge payment will be made according to terms and conditions of the contract. 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. All prices quoted by the tenderers must be inclusive of all taxes, discounts and delivery costs to Times Tower, Nairobi, Kenya</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 twenty (20) days. No deliveries shall be accepted after the twentieth working day in which</p>

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.

3.18 **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.

3.21 **Notices**

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. A notice shall be effective when delivered or on the notices effective date , whichever is later

**PROVISION OF ISO 9001:2015
RE-CERTIFICATION AND SURVEILLANCE AUDITS SERVICES
FOR A THREE YEAR FRAMEWORK CONTRACT
KRA/HQS/RT-074/2018-2019**

EVALUATION CRITERIA- RESPONSINES CRITERIA (Mandatory)		
	<i>Submission of Tender Documents</i>	<i>Remarks</i>
1	Power of Attorney:	
2	Attach copy of Certificate of Incorporation/Registration	
3	Filled, Signed and Stamped Confidential Business Questionnaire.	
4	The form of tender should be dully filled, signed and stamped.	
5	Audited and signed accounts for the last three (3) years.	
6	Social Obligation: Submit Valid Tax Compliance Certificate	

EVALUATION CRITERIA- - Vendor Responsiveness CRITERIA	
<i>Submission of Tender Documents</i>	<i>Remarks 20Marks Cut Off 15Marks</i>
Registration by Regulatory Body.	4
Recommendation Letters from Previous client services in the last five years	4
Accreditation by International Accreditation Forum (IAF) for the firm.	4
Be accredited by Kenya Accreditation Service (KENAS) or an organization recognized by KENAS for the Firm.	4
Provide Curriculum Vitae (CV) for Senior Management and Key staff to be engaged in the assignment.	4

TERMS OF REFERENCE (TOR)
PROVISION OF ISO 9001:2015
RE-CERTIFICATION AND SURVEILLANCE AUDITS SERVICES
FOR A THREE YEAR FRAMEWORK CONTRACT

The detailed Specifications/ Particulars are as follows:

TABLE 1: GENERAL SERVICE SPECIFICATIONS		
S/No.	SPECIFICATION	BIDDER'S RESPONSE
i)	The proposed scope of work to be undertaken by the organization conducting Quality Management Systems (QMS) ISO 9001:2015 Certification and Surveillance Audits. This exercise will include, but not limited to the following:	
i)	Schedule and undertake site audits in all the functions of Kenya Revenue Authority including the headquarters, stations and satellite offices spread countrywide. (List of Sites - Table 2).	
ii)	To undertake process review (Gap Analysis/ Pre-certification Audit) covering all the agreed sample of sites within the given scope.	
iii)	To undertake certification audit and recommend the Authority for ISO 9001:2015 Re-Certification.	
iv)	Prepare and submit periodic reports to the Authority after every surveillance audit.	
v)	Undertake review of previous audit findings to confirm the effectiveness of Corrective Actions taken on Nonconformities raised.	
vi)	Undertake surveillance audits at planned intervals (i.e. semi-annually) to verify conformance to ISO 9001:2015 Requirements as per the Guidelines provided in ISO 19011:2018.	
vii)	Surveillance period (i.e. Cycle) is three years and comprising six visits/ audits i.e. two of which shall be conducted annually as stated above. Each site shall have been audited at least once over the three years' Certification Cycle.	
viii)	Undertake Integrated Management Systems Audit based on all ISO Standards implemented by the Authority, at different	

	<p>intervals when certification/ accreditation or re-certification/ re-accreditation, whichever is applicable, falls due within the certification Cycle.</p> <ul style="list-style-type: none"> - ISO 27001 – Information Security Management Systems, - ISO 17025:2015 – Competence of Testing and Calibration Laboratories, - ISO 22301:2012 - ISO 30401: Knowledge Management Systems and/or - Any other standard. 	
2	ACCREDITATION	
i)	The firm must demonstrate past experience within the last ten years in undertaking - Certification to ISO 9001 in at least five organizations of a similar scope and size as KRA. Proof of work undertaken must be attached in form of LPO, Letters of Award, Contracts and Completion Certificates.	
ii)	The firm must have resource personnel to undertake the assignment competently and effectively. CV's and relevant Certificates of at least ten personnel who would do the assignment should be attached and must have at least five years' experience in ISO 9001 Certifications. At least three of the key personnel must have been Certificated Lead Auditors with at least ten years' experience. At least three auditors must have Financial/ Revenue/ Customs operations background and - evidence of conducting QMS Audits.	
iii)	Attach a detailed itemized task based work-plan in the form of a <i>Gantt Chart</i> showing how the audit assignment would be undertaken over the three years Certification Cycle.	
iv)	The firm must confirm that International Accreditation Forum (IAF) ID code 32 covering Financial Intermediation is in their scope of accreditation.	
v)	Be accredited by Kenya Accreditation Service (KENAS) or an organization recognized by KENAS.	

vi)	Must meet the requirements of ISO Guide 62 and also provide evidence of Accreditation to International Bodies as per IAF.	
3	CONDITIONS	
i)	The organization shall meet travel and accommodation expenses for its staff to all KRA stations.	
ii)	Should take into consideration toll and parking charges at the ports or any other applicable station in the course of conducting the audits.	
iii)	The prices offered (inclusive of tax) shall remain valid throughout the Contract period (three years cycle). No price variation shall be allowed during the period.	
iv)	Important Note: Attainment of Technical Specifications shall supersede lowest cost.	
4	TIME REQUIREMENTS	
	The Certifying Body (CB) shall provide, <i>without undue delay</i> , the necessary expertise/service to support the maintenance and sustainability of the Authority's Certification. Audit notifications shall be communicated to the client at least one month before the audit dates. Both opening and closing meetings shall be held within reasonable time as agreed between CB and the client.	
5	REPORTING REQUIREMENTS	
i)	Further, the CB shall submit the audit report, in both hard and soft copy (Word and PDF), within two weeks from the last date of the audit.	
ii)	The report shall detail how the assignment was executed and be in conformity to international standards for such reports.	
iii)	The report shall include detailed audit criteria and justification for the audit findings.	

The Total Allocated Marks: **60Marks** cut off **50Marks**

Overall Tender Evaluation Criteria

The overall tender evaluation criteria is weighted as follows; -

Criteria	Maximum Score/ Requirement	Cut Off Marks
Tender Responsiveness	Mandatory	All
Vendor Evaluation	20	15
Technical Evaluation (Response to TOR)	60	50
Financial Evaluation	20	-
Totals	100	

**TABLE 2: DISTRIBUTION OF KRA STATIONS/ TAX SERVICE OFFICES
COUNTRYWIDE**

REGION	S/NO	OFFICE LOCATION	DEPARTMENT
NAIROBI - TIMES TOWER	1.	TIMES TOWER	Commissioner General's Office
			• Transformation Leadership Office (TLO)
			Strategy, Innovation & Risk Management (SIRM)
			• Corporate Risk Management Division (CRMD)
			• Research, Knowledge Management & Corporate Planning (KMR&CP)
			• Corporate Data Office
			• Inspection and Testing Centre (ITC)
			• Corporate Policy Unit (CPU)
			Corporate Support Services (CSS)
			• Finance
			• Human Resources (HR)
			• Facilities & Logistics
			• Finance
			• Supply Chain Management
			• Information & Communication Technology (ICT)
			• Security & Security
			Domestic Taxes Department
			• Large Taxpayers Office
			• Medium & Small Taxpayers Office
			Customs & Border Control (C&BC)
			Internal Audit
			Intelligence & Strategic Operations
			Marketing & Communication (M&C)
NAIROBI - ENVIRONMENTS	2.	CORPORATE BUSINESS CENTRE	Domestic Taxes Department (DTD)
			• Real Estate
			• Medium Taxpayers
			Legal Services & Board Coordination (LS&BC)
			• Legal Services
			• Board Services
	3.	JOMO KENYATTA INTERNATIONAL	Customs & Border Control (C&BC)

NAIROBI - ENVIRONMENTS		AIRPORT (JKIA)	
	4.	ATHI RIVER - EPZA	Customs & Border Control (C&BC)
	5.	ICD – PEPE	Customs & Border Control (C&BC)
	6.	ICD - EMBAKASI	Customs & Border Control (C&BC)
	7	NAIROBI SAMEER PARK	Domestic Taxes Department (DTD)
			Block Management Office (BMO)
			Medium & Small Taxpayers
			Customs & Border Control (C&BC)
			· IDF Import Declaration
			· Coordinated Border Control
			· COMESA
			· Bonds
	8	NAIROBI PPO	Customs & Border Control (C&BC)
	9	NAIROBI WILSON AIRPORT	Customs & Border Control (C&BC)
	10	PODO PARK	Kenya School of Revenue Administration (KESRA) Nairobi
CENTRAL REGION	11.	NYERI	Domestic Taxes Department (DTD)
			Facilities & Logistics
			Finance
			Human Resources
			Supply Chain Management
	12.	THIKA	Domestic Taxes Department (DTD)
	13.	NANYUKI	Domestic Taxes Department (DTD)
	14.	MURANGA	Domestic Taxes Department (DTD)
NORTHERN REGION	15.	EMBU	Domestic Taxes Department (DTD)
			Facilities & Logistics
			Finance
			Human Resources
			Supply Chain Management
	16.	MERU	Domestic Taxes Department (DTD)
			Finance
	17.	MOYALE	Customs & Border Control (C&BC)
	18.	ISIOLO	Domestic Taxes Department (DTD)

	19.	MARSABIT	Domestic Taxes Department (DTD)
	20.	MACHAKOS	Domestic Taxes Department (DTD)
	21.	KITUI	Domestic Taxes Department (DTD)
	22.	GARISSA	Customs & Border Control (C&BC)
			Domestic Taxes Department (DTD)
	23.	WAJIR	Domestic Taxes Department (DTD)
	24.	WAJIR AIRPORT	Customs & Border Control (C&BC)
	25.	LIBOI	Customs & Border Control (C&BC)
	26.	DIFFU	Customs & Border Control (C&BC)
	27.	ELWAK	Customs & Border Control (C&BC)
	28.	MANDERA	Customs & Border Control (C&BC)
NORTH RIFT VALLEY REGION	29.	ELDORET HQ – KIPTANGICH HOUSE	Domestic Taxes Department (DTD)
			Customs & Border Control (C&BC)
			Facilities & Logistics
			Finance
			Human Resources
			Supply Chain Management
			Investigation & Enforcement
	30.	ELDORET - KPC OIL INSTALLATION	Customs & Border Control (C&BC)
	31.	ELDORET – INTERNATIONAL AIRPORT	Customs & Border Control (C&BC)
	32.	LOKICHOGGIO	Customs & Border Control (C&BC)
SOUT H RIFT VALLEY REGION	33.	LODWAR	Domestic Taxes Department (DTD)
	34.	MARARAL	Domestic Taxes (DTD)
	35.	SUAM	Customs & Border Control (C&BC)
	36.	KITALE	Domestic Taxes Department (DTD)
	37.	NAMANGA	Customs & Border Control (C&BC)
	38.	LOITOKTOK	Customs & Border Control (C&BC)
	39.	KERICHO	Domestic Taxes Department (DTD)
	40.	NAIVASHA	Domestic Taxes Department (DTD)
	41.	NAKURU TOWN	Domestic Taxes Department (DTD)
			Facilities & Logistics
			Supply Chain Management

			Finance
	42.	NAKURU – KPC OIL INSTALLATION	Customs & Border Control (C&BC)
	43.	NAROK	Domestic Taxes Department (DTD)
	44.	KAJIADO	Domestic Taxes Department (DTD)
SOUTH ERN REGION	45.	KILIFI	Customs & Border Control (C&BC)
	46.	WATAMU	Customs & Border Control (C&BC)
	47.	KIUNGA	Customs & Border Control (C&BC)
	48.	LAMU	Customs & Border Control (C&BC)
	49.	LAMU – MANDA AIRPORT	Customs & Border Control (C&BC)
	50.	MALINDI	Customs & Border Control (C&BC)
			Domestic Taxes Department (DTD)
	51.	MALINDI - AIRPORT	Customs & Border Control (C&BC)
	52.	NGOMENI	Customs & Border Control (C&BC)
	53.	MAMBRUI	Customs & Border Control (C&BC)
	54.	MOMBASA – FORODHA HOUSE	Domestic Taxes Department (DTD)
			Customs & Border Control (C&BC)
			Information & Communication Technology (ICT)
			Facilities & Logistics
			Finance
			Supply Chain Management
			Investigation and Enforcement
			Human Resources
	55.	MOMBASA – POST PARCELS	Customs & Border Control (C&BC)
	56.	MOMBASA – OLD PORT	Customs & Border Control (C&BC)
	57.	MOMBASA KILINDINI	Customs & Border Control (C&BC)
	58.	MOMBASA KESRA	Kenya School of Revenue Administration (KESRA)
	59.	MOI INTERNATIONAL AIRPORT	Customs & Border Control (C&BC)
	60.	LUNGALUNGA	Customs & Border Control (C&BC)
	61.	SHIMONI	Customs & Border Control (C&BC)
	62.	MAJORENI	Customs & Border Control (C&BC)
	63.	VANGA	Customs & Border Control (C&BC)
	64.	BODO	Customs & Border Control (C&BC)

	65.	TAVETA	Customs & Border Control (C&BC)
	66.	VOI	Domestic Taxes Department (DTD)
WESTERN REGION	67.	KISUMU – SWAN CENTRE	Domestic Taxes Department (DTD)
			Facilities & Logistics
			Finance
			Supplies Chain Management
			Information & Communication Technology (ICT)
	68.	KISUMU – FORODHA	Domestic Taxes Department (DTD)
	69.	KISUMU – PIER	Domestic Taxes Department (DTD)
	70.	KISUMU – POST PARCELS	Domestic Taxes Department (DTD)
	71.	KISUMU – INTERN. AIRPORT	Domestic Taxes Department (DTD)
	72.	MUHORONI	Domestic Taxes Department (DTD)
	73.	BUSIA	Customs & Border Control (C&BC) Domestic Taxes Department (DTD)
	74.	SIO PORT	Customs & Border Control (C&BC)
	75.	USENGE	Customs & Border Control (C&BC)
	76.	MBITA	Customs & Border Control (C&BC) Domestic Taxes Department (DTD)
	77.	ISEBANIA	Customs & Border Control (C&BC)
	78.	MUHURU BAY	Customs & Border Control (C&BC)
	79.	NYAMTIRO	Customs & Border Control (C&BC)
	80.	KOPANGA	Customs & Border Control (C&BC)
	81.	KAKAMEGA	Domestic Taxes Department (DTD)
	82.	KISII	Domestic Taxes Department (DTD)
	83.	BUNGOMA	Domestic Taxes Department (DTD)
	84.	MALABA	Customs & Border Control (C&BC) Domestic Taxes Department (DTD)
	85.	LWAKHAKHA	Customs & Border Control (C&BC)

NOTE:

These sites, especially Regional Headquarters, have a number of associated support functions e.g. HR, ICT, SCM, Finance, Security & Safety, Facilities & Logistics, Marketing & Communication among others.

SECTION VII - PRICE
PROVISION OF ISO 9001:2015
RE-CERTIFICATION AND SURVEILLANCE AUDITS
SERVICES
FOR A THREE YEAR FRAMEWORK CONTRACT
KRA/HQS/RT-074/2018-2019

Name of Tender:.....

Tender Number **KRA/HQS/RT-074/2018-2019**

NO.	DESCRIPTION OF SERVICE	FREQUENCY	AMOUNT Fees (in figures) INCLUSIVE OF VAT -KES	TOTAL AMOUNT Fees (in % Form) INCLUSIVE OF
1.	Provision of ISO 9001:2015 Re-Certification and Surveillance Audits Services for a Three Year Framework Contract			

Note:

1. *The Form of Tender on page 38 should be duly filled, signed and stamped*
2. *In case of discrepancy between unit price and total, the unit price shall prevail.*

Bidder's Signature

Official Stamp

Date.....

SECTION VIII - STANDARD FORMS

Notes on the Sample Forms

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.

Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.

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.

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.

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.

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.

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 the services for **Provision of ISO 9001:2015 Re-Certification and Surveillance Audits Services for a Three Year Framework Contract** (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 **180 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	<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</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>
	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

Official Stamp.....

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

8.3 TENDER SECURITY FORM

Whereas [*name of the tenderer*]

THE CONDITIONS of this obligation are:-

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

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

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

[*signature of the bank*]

(*Amend accordingly if provided by Insurance Company*)

8.4 CONTRACT FORM

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

WHEREAS the Procuring entity invited tenders for provision of AMC for CCRS for four
(4) months] and has accepted a tender by the tenderer for the supply of those services 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 goods*]
(hereinafter called “the Contract”).

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

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

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

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

Signed and seal of the Guarantors

[*name of bank or financial institution*]

[*address*]

[*date*]

8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To Kenya Revenue Authority

[name of tender]

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.7 MANUFACTURER'S AUTHORIZATION FORM

To Kenya Revenue Authority

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

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

[*signature for and on behalf of manufacturer*]

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

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
Email: eprocurement@kra.go.ke

FOR: **Commissioner-General**