



**STANDARD TENDER DOCUMENT**

**CLEANING OF EXTERNAL WINDOWS AND SURFACE AT  
TIMES TOWER BUILDING AND MAINTENANCE OF TWO (2)  
CRADLE MACHINES ALUMINIUM FINS AND ATRIUM AT  
TIMES TOWER - THREE (3) YEARS FRAMEWORK CONTRACT**

**TENDER NO.KRA/HQS/NCB-042/2020-2021**

**TIMES TOWER BUILDING  
P.O. BOX 48240 – 00100  
TEL: +254 709017022  
EMAIL: [eprocurement@kra.go.ke](mailto:eprocurement@kra.go.ke)  
[www.kra.go.ke](http://www.kra.go.ke)  
NAIROBI, KENYA.**

REGISTER FOR ON-LINE PRE-BID MEETING HERE  
[PRE-BID CONFERENCE](#)

**CLOSING DATE: 11<sup>TH</sup> MARCH 2021  
TIME: 11:00 AM**

**PRE BID: 25<sup>TH</sup> FEBRUARY,2021 AT 10.00 AM**

**FEBRUARY, 2021**

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## SECTION I - INVITATION TO TENDER



### Tender Notice

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

NO.	DESCRIPTION	ELIGIBILITY	PRE-BID DATE, TIME	CLOSING DATE, TIME AND VENUE
1	<b>KRA/HQS/NCB-042/2020-2021: CLEANING OF EXTERNAL WINDOWS AND SURFACE AT TIMES TOWER BUILDING AND MAINTENANCE OF TWO (2) CRADLE MACHINES, ALUMINIUM FINS AND ATRIUM AT TIMES TOWER - THREE (3) YEARS FRAMEWORK CONTRACT- (RE- ADVERTISEMENT)</b>	<b>OPEN</b>	<b>25<sup>TH</sup> FEBRUARY, 2021  10:00 AM</b>  On-line – Pre Bid	<b>11<sup>TH</sup> MARCH, 2021  11.00 AM  TIMES TOWER</b>

2. 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, 21<sup>st</sup> Floor,  
P.O Box 48240– 00100 GPO,  
Tel. +254 709017022  
Nairobi, Kenya.  
website: [www.kra.go.ke](http://www.kra.go.ke)  
Email :[eprocurement@kra.go.ke](mailto:eprocurement@kra.go.ke)**

3. 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](http://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.
4. 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.
5. **An On-line pre-bid briefing is scheduled for 25<sup>TH</sup> February 2021 at 10.00 am.**  
Bidders are advised to register for pre-bid through this link [PRE-BID CONFERENCE](#).
6. Qualification requirements; Refer to Section V of the bidding document.
7. Completed Bids are to be saved as PDF documents marked “**KRA/HQS/NCB-042/2020-2021: “Maintenance and Servicing of Cradle Machines, Cleaning of Windows At Times Tower, Repair of Cradle Machines Aluminium Fins and Atrium At Times Tower and Supply and Installation of Spare Parts”** and submitted to the appropriate KRA E-procurement Web Portal found on the KRA website so as to be received on or before **11<sup>th</sup> March 2021 at 11.00 a.m.**  
**Note: Bidders to note system bid Submission issues shall not be addressed 24 Hours to tender closing date and time.**
8. An original **hard copy of the Bid Security** (where applicable) of not less than the indicated amount or equivalent amount in a freely convertible currency must be dropped in the **Tender Security Box** located at Times Tower Building, Ground Floor any day before the tender closing date. The Bid Security (where applicable) must be in a sealed envelope bearing the Tender Description and addressed to the address indicated below.

## SECTION II - INSTRUCTIONS TO TENDERERS

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## **SECTION II: INSTRUCTION TO TENDERERS**

### **2.1 Eligible Tenderers**

- 2.1.1 This Invitation for Tenders is open to all Tenderers eligible as described in the Invitation to Tender. Successful Tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the Schedule of Requirements Section VI.
- 2.1.2 The Kenya Revenue Authority's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the Tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Kenya Revenue Authority (KRA) to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Cost of Tendering**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the KRA, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The tender documents shall be downloaded free of charge
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

### **2.3 The Tender Document**

- 2.3.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers
- (i) Invitation to Tender
  - (ii) Instructions to Tenderers
  - (iii) General Conditions of Contract
  - (iv) Special Conditions of Contract
  - (v) Schedule of Requirements
  - (vi) Details of Service/Technical Specifications
  - (vii) Tender Form
  - (viii) Price Schedules
  - (ix) Contract Form
  - (x) Tender Security Form
  - (xi) Performance Security Form
  - (xii) Bank Guarantee for Advance Payment Form
  - (xiii) Manufacturer's Authorization Form
  - (xiv) Confidential Business Questionnaire.
- 2.3.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially

responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

## **2.4 Clarification of Documents**

- 2.4.1 A prospective Tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the KRA's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Tenderers that have received the tender document.
- 2.4.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

## **2.5 Amendment of Documents**

- 2.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, may modify the tender documents by amendment.
- 2.5.2 Any addendum issued shall be part of the tender document and shall be communicated on the KRA Website and via electronic mail to all registered bidders .
- 2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the KRA, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of Tender**

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

## **2.7 Documents Comprising of Tender**

- 2.7.1 The tender prepared by the tenderers shall comprise the following components:
- (a) Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below;
  - (b) documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
  - (c) tender security furnished in accordance with paragraph 2.12
  - (d) confidential business questionnaire

## **2.8 Tender Forms**

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

performed.

## **2.9 Tender Prices**

- 2.9.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the services it proposes to supply under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the KRA.
- 2.9.3 Prices quoted by the tender shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 The validity period of the tender shall be **335 days** from the date of opening of the tender.
- 2.9.5 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.9.6 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price.
- 2.9.7 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

## **2.10 Tender Currencies**

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

## **2.11 Tenderers Eligibility and Qualifications**

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

## 2.12 Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.
- 2.12.2 The tender security of **KES. 150,000.00** valid for **365 days** from the date the tender closure .
- 2.12.3 The tender security is required to protect KRA against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.8
- 2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency and shall be in the form of:
- a) A bank guarantee.
  - b) Cash.
  - c) Such insurance guarantee approved by the Authority.
  - d) Letter of credit.
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.4 will be rejected by KRA as non-responsive, pursuant to paragraph 2.20
- 2.12.6 Unsuccessful tenderer's security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity
- 2.12.7 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.
- 2.12.8 The tender security may be forfeited:
- a) If the tenderer **withdraws** its tender **during** the period of tender validity specified by KRA on the Tender Form; or
  - b) In the case of a successful tenderer, if the tenderer fails: to sign the contract in accordance with paragraph 30 **or** to furnish performance security in accordance with paragraph 31.
  - c) If the tenderer rejects, correction of an error in the tender.

## 2.13 Validity of Tenders

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

## 2.14 Format and Signing of Tender

- 2.14.1 This is a **ONE ENVELOPE bid (TECHNICAL AND FINANCIAL-COMBINED)** The bids Shall be submitted through the KRA supplier portal. The technical proposal and the Financial Proposal shall be submitted to the **Note & Attachments Folders**.
- 2.14.2 The tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for

unamended printed literature, shall be initialed by the person or persons signing the tender.

- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

## **2.16 Deadline for Submission of Tenders**

- 2.16.1 Tenders must be submitted to KRA through the supplier portal not later than **11<sup>TH</sup> March, 2021 at 11.00AM. The system shall not permit submission after the deadline date and time.**
- 2.16.2 The KRA may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the KRA and candidates previously subject to the deadline will therefore be subject to the deadline as extended.

## **2.17 Modification and Withdrawal of Tenders**

- 2.17.1 The tenderer may modify the tender after submission and resubmit to the folder on **(Notes and Attachments)**. All prior submissions cannot be deleted or overwritten. Tenderer to note that the latest submission shall be considered as the final version and all prior submissions shall be disregarded
- 2.17.2 The Tenderers may withdraw their submissions prior to the tender closing date and time through the supplier portal. A tender once withdrawn cannot be resubmitted. Where a tenderer withdraws his bid after submission of the bid security, he/she shall collect the bid security from KRA after the tender is opened.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 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 2.14.7.
- 2.17.5 The KRA may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 The KRA shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## **2.18 Opening of Tenders**

- 2.18.1 The KRA will open all tenders in the presence of tenderers' representatives who choose to attend, on **11<sup>TH</sup> March, 2021 at 11.00AM** and in the location specified in the Invitation to Tender.
- The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the KRA, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The KRA will prepare minutes of the tender opening.

## **2.19 Clarification of Tenders**

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

## **2.20 Preliminary Examination**

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

## **2.21 Conversion to Single Currency**

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

## **2.22 Evaluation and Comparison of Tenders**

- 2.22.1 The KRA will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22
- 2.22.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 2.22.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.
- 2.22.4 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.
- 2.22.5 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;

2.22.6 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

- a) Operational Plan

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 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 offered by the selected tenderer.

To qualify for contract awards, the tenderer shall have the following:

- 2.22.7 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.

## **2.23 Preference**

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

## **2.24 Contacting the Kenya Revenue Authority**

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

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

## **2.25 Award of Contract**

### **(a) Post-qualification**

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

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

2.25.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the KRA will proceed to the next lowest

evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

**(b) Award Criteria**

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

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

**(c) KRA's Right to Vary Quantities**

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

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

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

**2.26 Notification of Award**

2.26.1 Prior to the expiration of the period of tender validity, the KRA will notify the successful tenderer in writing that its tender has been accepted.

2.26.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties.

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

**2.27 Signing of Contract**

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

2.27.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.27.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the KRA.

**2.28 Performance Security**

2.28.1 Within Thirty (30) days of the receipt of notification of award from the KRA, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the KRA.

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

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

## **2.29 Corrupt or Fraudulent Practices**

2.29.1 The KRA requires that tenderers' observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

(i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Kenya Revenue Authority, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Kenya Revenue Authority of the benefits of free and open competition;

2.29.2 The Kenya Revenue Authority will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.29.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

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

## APPENDIX TO INSTRUCTIONS TO TENDERERS

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.1.1	The tender is open to <b>all qualified firms</b> for <b>CLEANING OF EXTERNAL WINDOWS AND SURFACE AT TIMES TOWER BUILDING AND MAINTENANCE OF TWO (2) CRADLE MACHINES, ALUMINIUM FINS AND ATRIUM AT TIMES TOWER- FRAMEWORK OF THREE (3) YEARS</b>
2.1.2	The Declaration of No Conflict of Interest is incorporated in the Confidential Business Questionnaire.
2.2.2	Bidders may download the tender documents free of charge from the Kenya Revenue Authority website <a href="http://www.kra.go.ke">www.kra.go.ke</a> .
2.12.1	The amount of tender security required is Kenya Shillings One Hundred and Fifty Thousand Only ( <b>KSH. 150,000</b> ) or the equivalent in freely convertible currency. The tender security must be <b>valid for 365</b> days from the date the tender closes. The Original Tender Security shall be dropped in the Tender Security Box situated at the Ground Floor –Times Tower.
2.13.1	Bid Validity Period is <b>335 days</b> from <b>Tuesday 11<sup>th</sup> March, 2021</b> .
2.13.3	The technical specifications are given in <b>pages 26 - 28</b>
2.16.2	The bidder must duly fill the attached written power of attorney on <b>page 41</b> establishing the authorization of the signatory to the tender documents to bind the bidder.
2.17	<i><b>This tender is based on One (1) bid envelope system. The bidder is required to submit a bid which has combined technical and financial proposal via the supplier portal in the Notes and Attachments Section of the RFX ( Tender)</b></i>
2.18.1	<i><b>This tender is based on One (1) bid envelope system. The bidder shall submit technical and financial proposals electronically via the supplier portal in the Notes &amp; Attachments folders within the tendering period. The Tender shall open on 11th March, 2021 at 11:00 AM, local time,</b></i> <b>Place: Convention Centre on the 5<sup>th</sup> Floor of Times Tower Building.</b> <b>Street: Haile Selassie Avenue</b> <b>City: Nairobi</b> <b>Country: Kenya</b>
2.22.1	Bidder is 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.

2.24

The bid evaluation **will** take into account the completeness of bid, vendor evaluation and technical evaluation. Bidders must conform to the specific Technical Requirements in Section IV.

2.25

Preference

KRA will not grant a margin of preference for purposes of bid comparison.

2.26

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

## **SECTION III: GENERAL CONDITIONS OF CONTRACT**

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## **SECTION III - GENERAL CONDITIONS OF CONTRACT**

### **3.1 Definitions**

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

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

### **3.2 Application**

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

### **3.3 Country of Origin**

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

### **3.4 Standards**

3.4.1 The Services provided under this Contract shall conform to the standards mentioned in the Technical Specifications.

### **3.5 Use of Contract Documents and Information**

3.5.1 The tenderer shall not, without the KRA’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the KRA in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the KRA’s prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above.

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the KRA on completion of the tenderer's performance under the Contract if so required by the KRA.

### **3.6 Patent Rights**

The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Services or any part thereof in the KRA's country.

### **3.7 Performance Security**

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

3.7.2 The proceeds of the performance security shall be payable to the KRA as compensation for any loss resulting from the tenderer's failure to complete its obligations under the Contract.

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the KRA and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the KRA, in the form provided in the tender documents.

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

### **3.8 Inspection and Tests**

3.8.1 The KRA or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The KRA shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Services' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the KRA.

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

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

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

### **3.9 Delivery and Documents**

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

### **3.10 Payment**

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

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

### **3.11 Prices**

3.11.1 Prices charged by the contractor for services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

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

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

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

### **3.12 Assignment**

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

### **3.13 Subcontracts**

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

### **3.14 Termination for Default**

3.14.1 The KRA may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

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

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

### **3.15 Termination of Insolvency**

The KRA 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**

3.16 If the tenderer fails to deliver any or all of the services within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed services up to a maximum deduction of 10% of the delayed services. After this the tenderer may consider termination of the contract.

### **3.17 Termination of Convenience**

3.17.1 The KRA 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 KRA and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to

resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

**3.19 Language and Law**

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

**3.20 Force Majeure**

3.20.1 The tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that 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 Applicable Law**

3.21.1 The contract shall be interpreted in accordance with the Laws of Kenya unless otherwise specified in the SCC.

**3.22 Notices**

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or by E-mail and confirmed in writing to the other party's address specified in the SCC.

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
3.9	<p><b>Delivery</b></p> <p><b>Cleaning of External Windows and Surface at Times Tower Building and Maintenance of Two (2) Cradle Machines, Aluminium Fins and Atrium at Times Tower – Framework Contract of Three (3) Years</b></p> <p>Conditions of delivery will be in the Local service order and contract within the period indicated by the successful bidder(s) from the date of receiving the Local Service Order (LSO).</p> <p>The requirements may be adjusted by giving a short notice.</p>
3.10	<p><b>Payment Terms</b></p> <p>The Kenya Revenue Authority (KRA) payment terms are that payment shall be made within thirty (30) days from the date of delivery and signing of receipt. However, KRA may negotiate mutually acceptable payment terms with the successful tenderer.</p>
3.11	<p><b>Prices</b></p> <p>Prices charged by the tenderer for services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.</p>
3.16	<p><b>Liquidated Damages</b></p> <p>If the delivery date is extended (except by mutual consent) a penalty amounting to 0.5% of the total cost will be charged per day up to a maximum of thirty (30) days. No deliveries shall be accepted after the thirtieth working day in which case the LPO will automatically lapse and be deemed to have been cancelled at the close of business on the twentieth day. The Authority shall then be at liberty to realize the performance bond.</p> <p>In this clause, “days” means working days.</p>

3.18	<p><b>Resolutions of Disputes</b></p> <p>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. <i>The place of arbitration shall be Nairobi.</i> 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.</p>
3.19	<p><b>Language and Law</b></p> <p>The language of all correspondence and documents related to the bid is: <b>English.</b> 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.</p>
3.22	<p><b>Notices</b></p> <p>Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or by E-mail and confirmed in writing to the other party's address specified in the SCC. A notice shall be effective when delivered or on the notices effective date, whichever is later.</p>

## SECTION V - SCHEDULE OF REQUIREMENTS

### Procurement Item

Schedule A:

No.	Description	Delivery schedule
1.	CLEANING OF EXTERNAL WINDOWS AND SURFACE AT TIMES TOWER BUILDING AND MAINTENANCE OF TWO (2) CRADLE MACHINES FOR A THREE (3) YEARS FRAMEWORK CONTRACT	Cleaning of external windows and surfaces shall be done on quarterly basis for a period of three (3) years.  The successful bidder is required to commence the services three (3) weeks after issuance of LSO.

### Instructions on Submission of Bids

The Tenderer must submit a **one (1) –envelope bid (Combine Technical & Financial Proposal)**.

The bids shall be submitted through the KRA- Supplier Portal:

Proposal comprising of the following documents presented in the order given:

Section	Document
A	Tender Notice/Invitation to Tender
B	Power of Attorney (except for Sole proprietor) – Where applicable
C	Confidential Business Questionnaire fully Filled, Signed and Stamped
D	Certificate of Business Registration or certificate of Incorporation
E	Key Staff Competency Profiles
F	Details of Two (2) Major Client
G	Valid Tax Compliance Certificate
H	Bank Reference letter from a recognized Bank.
J	Certificate of Examination of Hoist/ Cradle machine for reputable Buildings.

## EVALUATION CRITERIA

### (a) TENDER RESPONSIVENESS CRITERIA

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

No.	MANDATORY REQUIREMENTS
1.	<b>Submission of Tender Documents</b> <ul style="list-style-type: none"><li>▪ Power of Attorney (Sole Proprietors Exempted) from the firm duly signed and stamped by director(s) or Commissioner of Oaths.</li><li>▪ Original Tender Security (<b>Kshs 150,000.00</b>) valid for 365 days from the date of tender closing.</li><li>▪ Duly filled, signed and stamped Form of Tender.</li></ul>
2.	<b>Company Profile</b> <ul style="list-style-type: none"><li>▪ Attach copy of Registration of Business/Certificate of Incorporation</li><li>▪ Duly Filled, Signed and Stamped Confidential Business Questionnaire</li></ul>
3.	<b>Proof of Financial Resources</b> <ul style="list-style-type: none"><li>▪ Letter from the bank or a CBK approved financial institution indicating that the firm is currently operating an account (not older than six (6) months).</li></ul>
4.	<b>Valid Tax Compliance Certificate</b>
5.	Certificate of Examination/ Inspection of Hoist/ Cradle machine for reputable buildings.
6.	Proof of Insurance for personnel / Technicians.
<b><i>Arithmetical errors: Any errors in the submitted tender arising from a miscalculation of unit price, quantity, sub total and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive</i></b>	

## b) Vendor Evaluation

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 score of **40 marks** of the total tender evaluation.

Cut off score is **28 marks**.

	<b>TABLE 2: Evaluation Attribute</b>	<b>Evaluation Criteria</b>	<b>Maximum Score</b>	<b>Cut –Off Score</b>
1.	<b>Technical Approach and Methodology.</b>	<p>Bidders to demonstrate/provide evidence of a clear and detailed understanding of the task, including:</p> <p>a) <b>Technical Approach and Methodology</b> of carrying out the assignment – 5 Marks</p> <p>b) Work plan (Bidder SHOULD provide one(1) year <b>work plan</b> for the delivery of the service – 5 Marks</p>	10	<b>8</b>
2.	<b>Technical staff Qualifications.</b>	<p><b>Qualifications.</b></p> <p>1) Attach CV of each staff that had undertaken a similar service/ task– 2 marks per each staff (3 staff to be evaluated - <b>(maximum of 6 marks)</b>)</p> <p><b>Relevant Technical Experience.</b></p> <p>2) The Staff should have at <b>least three (3)</b> years of experience in undertaking similar services in reputable buildings. <b>(Maximum score of 9 marks)</b></p> <p>Three (3) technical staff with :</p> <ul style="list-style-type: none"> <li>▪ Five (5) years &amp; above (9 marks);</li> <li>▪ Four (4) years &amp; above (6 marks);</li> <li>▪ Three (3) years &amp; above (3 marks);</li> </ul>	15	<b>10</b>

3.	<b>Company Experience</b>	<p>Proof of satisfactory service for contracts Previously executed - Proven experience in maintenance &amp; servicing of Cradle machines in buildings executed within the last <b>five (5) years.</b></p> <p><b>Three (3)</b> or more similar Projects/clients with reputable organization- <b>15 Marks.</b></p> <p>Two (2) similar Projects/clients with reputable organization- <b>10 Marks.</b></p> <p>Submit reference letters supported by either a copy of signed Contract or signed LSO from at least three clients.</p> <p><i>Reference letter (with full contacts; postal address, telephone and email) of assignments executed within the last five years:</i></p>	15	<b>10</b>
<b>Total Scores is 40 marks. Cut off scores is 28 marks</b>			40	<b>28</b>

**NB:** Tenders will proceed to Technical Evaluation stage only if they meet the cut off scores for the Vendor Evaluation.

### **iii) Technical Evaluation**

Bidders are required to provide clause by clause response in Section VI.

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

**The documents submitted will be evaluated for suitability and awarded pass/fail which will contribute to the total tender evaluation.**

**NB:** Tenders will proceed to Financial Evaluation stage only if they meet the requirement for the Technical Evaluation.

**THE OVERALL TENDER EVALUATION CRITERIA IS AS FOLLOWS; -**

<b>Criteria</b>	<b>Maximum Score/Requirement</b>	<b>Cut Off Scores</b>
Tender Responsiveness	Mandatory	Met
Vendor Evaluation	40	28
Technical Specifications	Mandatory	Met
Financial Evaluation	<b>Award to the lowest evaluated bidder</b>	

## **SECTION VI - TECHNICAL SPECIFICATION**

### **5.1 General**

5.1.1 The specifications describe the requirements for the services.

5.1.2 The tenderer is requested to present information along with the offer for the shortest possible delivery period of each service.

### **5.2 Particulars**

Kenya Revenue Authority is interested in **CLEANING OF EXTERNAL WINDOWS AND SURFACE AT TIMES TOWER BUILDING AND MAINTENANCE OF TWO (2) CRADLE MACHINES, ALUMINIUM FINS AND ATRIUM AT TIMES TOWER - THREE (3) YEARS FRAMEWORK CONTRACT.**

### **5.3 Technical Requirements:**

This tender covers **CLEANING OF EXTERNAL WINDOWS AND SURFACE AT TIMES TOWER BUILDING AND MAINTENANCE OF TWO (2) CRADLE MACHINES, ALUMINIUM FINS AND ATRIUM AT TIMES TOWER - THREE (3) YEARS FRAMEWORK CONTRACT.**

The Table overleaf gives the minimum clause-by-clause technical specifications. The bidder is required to duly fill in the tables under the “Bidder’s Response” column to respond, irrespective of any attachments included. Failure to conform to this condition may render the bid being treated as non-responsive.

### **Instructions to Bidder**

- 1. The Bidder MUST provide a response for all features irrespective of any attached technical documents.**
- 2. Bidders MUST provide a substantive response in the format provided, irrespective of any attached technical documents. Use of Yes, No, tick, compliant etc. in these Tables will be considered Non Responsive.**
- 3. Any Brochures or Write-ups attached should be cross referenced to the technical specifications.**
- 4. Bidders MUST append official company stamp and/or authorized signature on all attached technical data sheets.**

**TECHNICAL SPECIFICATIONS FOR MAINTENANCE & SERVICING OF CRADLE MACHINE AND CLEANING OF WINDOW GLASSES AND ATRIUM GLASS ROOF FOR THREE (3) YEARS FRAMEWORK CONTRACT.**

**A. ANNUAL MAINTENANCE & REPAIR SERVICES OF TWO (2) CRADLE MACHINES.**

**A) ANNUAL MAINTENANCE & SERVICING OF TWO CRADLE MACHINES**

<b>No</b>	<b>Description</b>	<b>Bidders response</b>
1	Servicing of sky man hoist/winch quarterly	
2	Lubrication of Wire ropes quarterly	
3	Servicing of safety brakes quarterly	
4	Servicing of traversing system quarterly	
5	Servicing of Electrical parts quarterly	
6	Servicing of Wire ropes( Remove cleaning, straighten and install) quarterly	
7	Operational Testing quarterly	

**Note-** Bidder to clearly indicate rate of servicing/maintenance per annum. Indicating **Yes, Tick** or **OK** will be termed as non-responsive

**CLEANING OF WINDOW GLASS, ALLUMINIUM FINS AND ATRIUM GLASS ROOF.**

**B) TOWER WING**

<b>Description</b>	<b>Bidders response</b>
Clean of 37,514.4 Sm Area of window glass quarterly.	

**Note -** Bidder to clearly indicate rate of cleaning per annum. Indicating **Yes, Tick** or **OK** will be termed as non-responsive

**C) BANKING WING**

<b><i>Description</i></b>	<b><i>Bidders response</i></b>
Clean of 6,721.4 Sm Area of window glass quarterly	
Clean of 400 Sm Area of Atrium Glass roof quarterly	

**Note** - Bidder to clearly indicate rate of cleaning per annum. Indicating **Yes, Tick** or **OK** will be termed as non-responsive.

**D) ALUMINIUM FINS**

<b><i>Description</i></b>	<b><i>Bidders response</i></b>
Clean 12no. Vertical aluminum fins(eastern facade.) quarterly	
Clean 12no. Vertical aluminum fins (northern façade) quarterly	
Clean 12no. Vertical aluminum fins(western façade) quarterly	

**Note**- Bidder to clearly indicate rate of cleaning per annum. Indicating **Yes, Tick** or **OK** will be termed as non-responsive

Tenderer's Signature \_\_\_\_\_ Official Stamp \_\_\_\_\_ Date \_\_\_\_\_

## SECTION VII- PRICE SCHEDULE

**MAINTENANCE, SERVICING AND REPAIR OF TWO CRADLE MACHINES, CLEANING OF EXTERNAL WINDOWS, ALUMINIUM FINS AND ATRIUM AT TIMES TOWER, AND SUPPLY & INSTALLATION OF SPARE PARTS FOR THREE (3) YEARS.**

**(PRICES SHOULD BE INCLUSIVE OF TAXES WHERE APPLICABLE)**

### 1. ANNUAL MAINTENANCE & REPAIR SERVICES OF TWO (2) CRADLE MACHINES

No.	Description	Rate per year	Quarterly Unit Cost	Total Cost Per year
1.	Servicing of sky man hoist/winch	4		
2.	Lubrication of Wire ropes	4		
3.	Servicing of safety brakes	4		
4.	Servicing of traversing system	4		
5.	Servicing of Electrical parts	4		
6.	Servicing of Wire ropes( Remove cleaning, straighten and install)	4		
7.	Operational Testing	4		
<b>A.</b>	<b>Sub Total Cost Inclusive of All Taxes in KES</b>			

### 2. CLEANING.

**Cleaning of Tower Wing, banking wing and aluminium fins on quarterly basis as highlighted in the tables below:**

#### a) TOWER WING

No.	Description		Area m2	Rate per year	Quarterly Unit Cost	Total Cost Per year
1.	Average height	115.5m	37,514.4	4		
2.	Average perimeter	162.4m				
<b>B.</b>	<b>Sub Total Cost Inclusive of All Taxes in KES</b>					

**b) BANKING WING**

No.	Description		Area m2	Rate per year	Quarterly Unit Cost	Total Cost Per year
1.	Average height	167.2m	6,721.4	4		
2.	Average perimeter	20.1m				
3.	Atrium Glass		400	4		
<b>C.</b>	<b>Sub Total Cost Inclusive of All Taxes in KES</b>					

**c) ALUMINIUM FINS**

No.	Description	Number of fins	Rate per year	Quarterly Unit Cost	Total Cost Per year
1.	Vertical Aluminium Fins (Eastern façade, 46)	12	4		
2.	Vertical Aluminium Fins (Northern façade, 84)	12	4		
3.	Vertical Aluminium Fins (Western façade, 46)	12	4		
<b>D.</b>	<b>Sub Total Cost Inclusive of All Taxes in KES</b>				

**3. REPAIRS TO BE CONTRACTED ON NEED BASIS**

No.	Description of Parts	Qty	Unit Cost	Total Cost
1.	Repair of sky man hoist/winch	Item		
2.	Replacement Wire ropes(Banking wing )	2		
3.	Replacement Wire ropes(Tower wing	2		
4.	Repair/Replace of safety brakes	4		
5.	Repair of traversing system	Item		
6.	Repair/Replace of Electrical parts	Item		
7.	<b>Grand total</b>			

**GRAND SUMMARY INCLUSIVE OF ALL TAXES**

<b>No.</b>	<b>Description</b>	<b>Total Cost in Kes (Inclusive of all Taxes)</b>
<b>A.</b>	Annual Maintenance & Repair Services of Two (2) Cradle Machines.	
<b>B.</b>	Cleaning of Tower Wing.	
<b>C.</b>	Cleaning of Banking Wing	
<b>D.</b>	Cleaning of Aluminium Fins	
<b>Grand Total Cost for year 1 (Total A +B + C+D)</b>		
<b>Grand Total Cost for year 2</b>		
<b>Grand Total Cost for year 3- To be carried to Form of Tender</b>		

*Tenderer's Signature* \_\_\_\_\_ *Official Stamp* \_\_\_\_\_ *Date* \_\_\_\_\_

## SECTION VIII - STANDARD FORMS

### Notes on the Sample Forms

1. *Form of Tender-* The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. *Confidential Business Questionnaire Form -* This form must be completed by the tenderer and submitted with the tender documents.
3. *Tender Security Form -* When required by the tender documents the tender shall provide the tender security either in the form include 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. *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.
6. *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 **(CLEANING OF EXTERNAL WINDOWS AND SURFACE AT TIMES TOWER BUILDING AND MAINTENANCE OF TWO (2) CRADLE MACHINES, ALUMINIUM FINS AND ATRIUM AT TIMES TOWER - THREE (3) YEARS FRAMEWORK CONTRACT)** in conformity with the said tender documents for the sum of ..... **(total tender amount in words and figures)** or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

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

4. We agree to abide by this Tender for a period of **335 days** from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of \_\_\_\_\_

## 8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

<b>Part 1 – General</b>																
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 .....															
<b>Part 2 (a) – Sole Proprietor</b>																
2a.1	Your Name in Full..... Age .....															
2a.2	Nationality ..... Country of Origin ..... Citizenship Details.....															
<b>Part 2 (b) Partnership</b>																
2b.1	Given details of Partners as follows:															
2b.2	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 30%; text-align: center;"><u>Name</u></th> <th style="width: 30%; text-align: center;"><u>Nationality</u></th> <th style="width: 15%; text-align: center;"><u>Citizenship Details</u></th> <th style="width: 15%; text-align: center;"><u>Shares</u></th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</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.	.....	.....	.....	.....
	<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>												
1.	.....	.....	.....	.....												
2.	.....	.....	.....	.....												

3.....  
.....  
4.....  
.....

**Part 2 (c) – Registered Company**

2c.1 Private or Public .....

2c.2 State the Nominal and Issued Capital of Company-  
Nominal KSHS. ....  
Issued KSHS. ....

2c.3 Given details of all Directors as follows

<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>
1.....	.....	.....	.....
2.....	.....	.....	.....
3.....	.....	.....	.....
4.....	.....	.....	.....
5.....	.....	.....	.....

**Part 3 – Eligibility Status**

3.1 Are you related to an Employee, Committee Member or Board Member of Kenya Revenue Authority? Yes \_\_\_\_\_ No \_\_\_\_\_

3.2 If answer in '3.1' is **YES** give the relationship.  
.....  
.....  
.....

3.3 Does an Employee, Committee Member, Board Member of Kenya Revenue Authority sit in the Board of Directors or Management of your Organization, Subsidiaries or Joint Ventures? Yes \_\_\_\_\_ No \_\_\_\_\_

3.4 If answer in '3.3' above is **YES** give details.  
.....  
.....  
.....  
.....

3.5 Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by Kenya Revenue Authority to provide consulting services for preparation of design, specifications and other

documents to be used for procurement of the goods under this invitation? Yes \_\_\_\_\_  
No \_\_\_\_\_

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

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

3.7 Are you under a declaration of ineligibility for corrupt and fraudulent practices? YES \_\_\_\_\_  
No \_\_\_\_\_

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

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

3.9 Have you offered or given anything of value to influence the procurement process? Yes \_\_\_\_\_  
No \_\_\_\_\_

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

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

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

Date..... Signature of Candidate .....

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

### 8.3 FORMAT OF POWER OF ATTORNEY

We ..... (name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Mrs. / Ms ..... (name and residential address) who is presently employed with us and holding the position of ..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for the project **“CLEANING OF EXTERNAL WINDOWS AND SURFACE AT TIMES TOWER BUILDING AND MAINTENANCE OF TWO (2) CRADLE MACHINES, ALUMINIUM FINS AND ATRIUM AT TIMES TOWER - THREE (3) YEARS FRAMEWORK CONTRACT.”**, including signing and submission of all documents and providing information / responses to the Kenya Revenue Authority ("KRA"), representing us in all matters before KRA, and generally dealing with KRA in all matters in connection with our Proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

..... (Signature)  
(Name, Title and Address)

Accepted  
..... (Signature)  
(Name, Title and Address of the Attorney)

## 8.4 TENDER SECURITY FORM

Whereas ..... [*name of the tenderer*]  
(hereinafter called “the tenderer”) has submitted its tender dated ..... [*date of submission of tender*] for the **CLEANING OF EXTERNAL WINDOWS AND SURFACE AT TIMES TOWER BUILDING AND MAINTENANCE OF TWO (2) CRADLE MACHINES, ALUMINIUM FINS AND ATRIUM AT TIMES TOWER - THREE (3) YEARS FRAMEWORK CONTRACT** (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)

<b>8.5 CONTRACT FORM</b>
<b>TENDER REF No: KRA/HQS/NCB-042/2020-2021</b>
<b>CLEANING OF EXTERNAL WINDOWS AND SURFACE AT TIMES TOWER BUILDING AND MAINTENANCE OF TWO (2) CRADLE MACHINES, ALUMINIUM FINS AND ATRIUM AT TIMES TOWER - THREE (3) YEARS FRAMEWORK CONTRACT</b>
THIS AGREEMENT made the _____ day of _____ 20 _____ between <b>Kenya Revenue Authority</b> [ <i>name of Procurement entity</i> ] of <b>Kenya</b> [ <i>country of Procurement entity</i> ] (hereinafter called “the Procuring entity) of the one part and .....[ <i>name of tenderer</i> ] of ..... ..[ <i>city and country of tenderer</i> ] (hereinafter called “the tenderer”) of the other part;
WHEREAS the Procuring entity invited tender for <b>CLEANING OF EXTERNAL WINDOWS AND SURFACE AT TIMES TOWER BUILDING AND MAINTENANCE OF TWO (2) CRADLE MACHINES, ALUMINIUM FINS AND ATRIUM AT TIMES TOWER - THREE (3) YEARS FRAMEWORK CONTRACT</b> ) and has accepted a tender by the tenderer for the renewal of Checkpoints Firewall Security solution Licenses in the sum of .....[ <i>contract price in words and figures</i> ] (Hereinafter called “the Contract Price).
<b>NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:</b>
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 _____
<i>(Amend accordingly if provided by Insurance Company)</i>

**8.6 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*]

**8.7 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]*

**8.8—NOTIFICATION OF INTENTION TO ENTER INTO A CONTRACT**

**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, 25<sup>th</sup> Floor  
Telephone: +254-020-2817022  
Facsimile: +254-020-215809

FOR: **Commissioner-General**