



**TENDER DOCUMENT**

**FOR**

**SUPPLY, DELIVERY, INSTALLATION  
AND COMMISSIONING OF ONE (1) OPTICAL  
EMMISSION SPECTROMETER COMPLETE  
WITH SAMPLE PREPARATION ACCESSORIES  
FOR METAL SAMPLES ANALYSIS**

**TENDER NO.KRA/HQS/NCB-056/2019-2020**

**TIMES TOWER BUILDING  
P.O. BOX 48240 – 00100  
TEL: +254 02 310900  
[www.kra.go.ke](http://www.kra.go.ke)  
NAIROBI, KENYA.**

**JANUARY 2020**

**PREBID DATE: 30<sup>TH</sup> JANUARY, 2020  
TIME: 11.00 AM**

**CLOSING DATE: 25<sup>TH</sup> FEBRUARY, 2020  
TIME: 11:00 AM**

## CHECKLIST FORM

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

S/N	ITEM DESCRIPTION	Mandatory
		Kindly tick once attached
1.	Copy of valid Tax Compliance Certificate	
2.	Certificate of Registration or Incorporation	
3.	Power of Attorney (Sole Proprietors Exempted)	
4.	Tender Security- <b>Kshs 200,000.00</b> valid until <b>23rd January, 2020</b>	
5.	Letter from the bank indicating that the firm is currently operating an account	
6.	Duly <b>filled, signed and stamped</b> Confidential	
8	Duly filled, stamped, signed Form of tender	
9	Manufacturer's Authorization Certificate or letter	

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## SECTION I: INVITATION TO TENDER



### Tender Notice

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

NO	DESCRIPTION	ELIGIBILITY	PRE- BID - DATE, TIME, AND VENUE	CLOSING DATE AND TIME
1.	<b>KRA/HQS/NCB-056/2019-2020: SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ONE (1) OPTICAL EMISSION SPECTROMETER COMPLETE WITH SAMPLE PREPARATION ACCESSORIES FOR METAL SAMPLES ANALYSIS )</b>	OPEN	<b>30<sup>th</sup> JANUARY, 2020 11.00 A.M TIMES TOWER</b>	<b>25<sup>th</sup> JANUARY, 2020 11.00 A.M TIMES TOWER</b>

2. Tender documents detailing the requirements of the above tenders in English may be obtained from KRA E-Procurement portal available on the KRA website [www.kra.go.ke](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 E - Procurement Tab.
3. Addenda / clarifications will be posted in Kra Website ([www.kra.go.ke](http://www.kra.go.ke)) and also sent to all prospective tenderes that have registered for the tender in the KRA supplier Portal.
4. Technical Qualification requirements; Refer to Section V of the bidding document.
5. Completed Bids are to be saved as **PDF documents** marked with the relevant **tender description** and submitted to the appropriate **KRA E-procurement Web Portal found on the KRA website** so as to be received on or before **25<sup>th</sup> January, 2020 at 11.00 a.m.** Note: Submission should strictly be done to KRA E-Procurement Portal. Bidders to note that system bid submission issues shall not be addressed **within 24 hours to the tender opening date and time.**
6. **Bids will be opened electronically promptly after closing time and Bidders or their representatives are welcome to witness the opening at Times Tower Building.**
7. 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 Box** located at **Times Tower Building, Ground Floor** any day before the tender closing date. The Bid Security (where applicable) must be in a sealed envelope bearing the Tender Description and addressed to the address indicated below.

**Deputy Commissioner-Supply Chain Management  
Times Tower Building, 25<sup>th</sup> Floor,  
P.O Box 48240- 00100 GPO,  
Tel. +254 020 310900  
Nairobi, Kenya.  
website: [www.kra.go.ke](http://www.kra.go.ke)  
Email :[eprocurement@kra.go.ke](mailto:eprocurement@kra.go.ke)**

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

## SECTION II - INSTRUCTIONS TO TENDERERS

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

### **2.1. Eligible Tenderers**

- 2.1.1 This Invitation to Tender is open to all eligible bidders. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The Kenya Revenue Authority (KRA) employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 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 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 to Tender.
- 2.1.4 Tenderers involved in the 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 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 bid document shall be downloaded from the KRA website free of charge.

### **2.3 Contents of Tender Document**

- 2.3.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.5 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) Description Of Services/Price Schedule
  - (vii) Standard form
  - (viii) Form of tenders
  - (ix) Contract Form
  - (x) Confidential Business Questionnaire Form
  - (xi) Tender Security Form
  - (xii) Performance Security Form

- 2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification 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 Tender Documents**

- 2.4.1 A Candidate making inquiries of the tender documents may notify KRA by post, fax or by email at the KRA's address indicated in the Invitation to Tender. KRA 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 the tenders, prescribed by the KRA. 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 candidates who have received the tender documents.
- 2.4.2 KRA shall reply to any clarifications sought by the tenderer within 7 days of receiving the request to enable the tenderer to make timely submission of its tender.
- 2.4.3 No preference shall be allowed during evaluation of tenders

## **2.5 Amendment of Tender Documents**

- 2.5.1 At any time prior to the deadline for submission of tenders, KRA, 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 issuing and addendum.
- 2.5.2 All prospective tenderers who will have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
- 2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, KRA, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of Tenders**

- 2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and 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 the Tender**

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
- (d) Declaration Form.

## **2.8. Form of Tender**

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

## **2.9. Tender Prices**

2.9.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all duties, VAT and other taxes payable.

2.9.3 Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

2.9.4 The validity period of the tender shall be **335 days** from the date of opening of the tender

## **2.10. Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings.

## **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 it's tender is accepted.

2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to KRA's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.



## **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 Appendix to Instructions to Tenderers.
- 2.12.2 The tender security shall not exceed 2 per cent of the tender price. Bidders are required to submit a duly signed Tender Securing Declaration Form and must be valid for **365 days** from the date the tender closes.
- 2.12.3 The tender security is required to protect the KRA against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.4 The tender security shall be a Bank guarantee issued by a commercial bank operating in Kenya, a deposit taking micro-finance Institution, Sacco Society, The Youth Enterprise Development Fund, approved Insurance Companies or Women Enterprise Fund.
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by KRA as non-responsive, pursuant to paragraph 2.20.5.
- 2.12.6 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.
- 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 a tenderer withdraws its tender during the period of tender validity.
  - (b) In the case of a successful tenderer, if the tenderer fails:
    - (i) to sign the contract in accordance with paragraph 2.29 or
    - (ii) to furnish performance security in accordance with paragraph 2.30.
  - (c) If the tenderer reject correction of an arithmetic error in the tender.

## **2.13. Validity of Tenders**

- 2.13.1 Tenders shall remain valid for **335 days** after date of tender opening pursuant to paragraph 2.18. A tender validity for a shorter period shall be rejected by KRA as non-responsive.
- 2.13.2 In exceptional circumstances, 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 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

## **2.14. Format and Signing of Tenders**

- 2.14.2 This is combined bid. **(Technical and Financial Combined)**. The bids shall be submitted through the KRA supplier portal. The bids should be attached under the notes and attachments section of the RFX.
- 2.14.3 The tender document 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. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender. **All pages of the tender shall be serialized.**
- 2.14.4 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.

## **2.15. Deadline for Submission of Tenders**

- 2.15.1 Tenders must be submitted to KRA through the supplier portal not later than **25<sup>th</sup> January, 2020 at 11.00 am**. The system shall not permit submission after the said time.
- 2.15.2 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 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 Notes and attachment Section. Tenderer to note that before resubmission all prior version/document must be deleted. A bidder should only submit one document.
- 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.

## **2.18. Opening of Tenders**

- 2.18.1 KRA will open all tenders in the presence of tenderers' representatives who choose to attend, on **25<sup>th</sup> January, 2020 at 11.00 a.m.** and in the location specified in the invitation for tenders. 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 KRA, at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 KRA will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

## **2.19. Clarification of Tenders**

2.19.1 To assist in the examination, evaluation and comparison of tenders 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 KRA in tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.20. Preliminary Examination and Responsiveness**

2.20.1 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 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 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 2.20, 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 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 KRA and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **2.21. Conversion to single currency**

2.21.1 Where other currencies are used, KRA will convert those 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 KRA will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20.

2.22.2 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 2.22.3.

(a) Operational plan proposed in the tender;

(b) Deviations in payment schedule from that specified in the Special Conditions of Contract.

2.22.3 Pursuant to paragraph 2.22.2. the following evaluation methods will be applied.

### **1. Operational Plan**

(i) KRA requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements.

(ii) Deviation in payment schedule

(iii) Tenderers shall state their tender price for the payment on 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. KRA may consider the alternative payment schedule offered by the selected tenderer.

2.22.4 The tender evaluation committee shall evaluate the tender within 30 calendar days from the date of opening the tender.

## **2.23. Contacting the Procuring entity**

2.23.1 Subject to paragraph 2.19 no tenderer shall contact KRA on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

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

## **2.24. Post-qualification**

2.24.1 KRA will verify and 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.

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as KRA deems necessary and appropriate.

2.24.3 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 KRA will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

## **2.25 AWARD**

2.25.1 Subject to paragraph 2.29 KRA will award the contract to the successful tenderer 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.

2.25.2 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.

## **2.26. Procuring Entity's Right to Accept or Reject any or All Tenders**

2.26.1 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 KRA's action. If KRA determines that none of the tenders is responsive, KRA shall notify each tenderer who submitted a tender.

2.26.2 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.

2.26.3 A tenderer who gives false information in the tender document about his 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.

## **2.27 Notification of Intention for Award**

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

2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and KRA pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 KRA will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

## **2.27 Signing of Contract**

2.28 Signing of the contract will include the required attachments being the technical specifications, general and special conditions, form of tender, price schedule, notification of award, acceptance, delivery schedule and any teaming agreements if any.

2.28.1 At the same time as KRA notifies the successful tenderer that its tender has been accepted, KRA will simultaneously inform the other tenderers that their tenders have not been successful.

2.28.2 Within Seven (7) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to KRA.

2.28.3 The contract will be definitive upon its signature by the two parties.

2.28.4 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 Performance Security**

2.29.1 The successful tenderer may be requested to furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to KRA.

2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event KRA may make the award to the next lowest evaluated tender or call for new tenders.

## **2.30. Corrupt or Fraudulent Practices**

2.30.1 KRA requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.30.2 KRA 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.

2.30.3 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 for the procurement of **Supply, Delivery, Installation and Commissioning Of One (1) Optical Emission Spectrometer Complete With Sample Preparation Accessories for Metal Samples Analysis** shall complement, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict between the provisions 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.

<b>Instruction to tender reference</b>	<b>Particulars of Appendix to instructions to tenderers</b>
1.1	There will be a PRE-Bid briefing on <b>30<sup>th</sup> January, 2020.</b>
1.3	Bidders may download documents free of charge from the KRA Website <b><a href="http://www.kra.go.ke">www.kra.go.ke</a></b> .
2.1	The tender is open to <b>all Eligible bidders</b>
2.9.2	Taxes: The Tenderer will pay for all the local taxes, duties, fees, levies and other charges applicable in Kenya. The financial proposal should therefore include any taxes payable in Kenya.
2.12.2	<p>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</p> <p>The amount of tender security required is Kenya Shillings One Hundred and Fifty Thousand Only (<b>Kshs. 200,000.00 valid until 23<sup>rd</sup> February, 2021</b>) or the equivalent in freely convertible currency. The Bid security shall be deposited in the tender box situated at Times Tower, Ground floor.</p> <p>The tender security must be valid for 365 days from <b>25<sup>th</sup> February, 2020</b> (valid for 365 Days until <b>23<sup>rd</sup> January, 2021</b>)</p>
2.14.2	<p>The bidder shall submit Combined technical and financial proposals electronically via the supplier portal in the Notes and attachment Section of the RFX (Tender) clearly labeled with the tender name and tender reference number. The Tender shall open on <b>25<sup>th</sup> February, 2020 at 11:00 hours, local time,</b></p> <p><b>Place: Convention Centre on the 5<sup>th</sup> Floor of Times Tower Building.</b></p> <p><b>Street: Haile Sellasie Avenue</b></p> <p><b>City: Nairobi</b></p> <p><b>Country: Kenya.</b></p>
2.15.1	Deadline for submission is <b>25<sup>th</sup> February, 2020 at 11.00 a.m.</b>



2.25.1	Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or to submit a bid not 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.
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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.
- 3.2.2 **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 wilful misconduct of ~~such indemnitee~~

### **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 enumerated in paragraph 3.5.1 above.
- 3.5.3 Any document, other than the Contract itself, enumerated 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 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 from the Tenderer's failure to complete its obligations under the Contract.
- 3.7.3 The performance security shall be denominated in the 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 Authority and returned to the Candidate not later thirty (30) days following the date of completion of Tenderer's performance obligations under the 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 conformity to the Contract specifications. The shall notify the tenderer in writing in a timely the identity of any representatives retained for purposes.
- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), delivery, and/or at the Goods' final destination 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 If
- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alternations necessary to make specification requirements free of costs to the Authority.
- 3.8.4 The Authority's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

**3.9****Packing**

- 3.9.1 The tenderer shall provide such packing of the Goods required to prevent their damage or deterioration transit to their final destination, as indicated in Contract.
- 3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly special requirements as shall be expressly provided the Contract.

**3.10****Delivery and Documents**

- 3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by its Schedule of Requirements and the Special of Contract.

**3.11****Insurance**

- 3.11.1 The Goods supplied under the Contract shall be insured against loss or damage incidental to or acquisition, transportation, storage, and delivery manner specified in the Special conditions of contract

**3.12****Payment**

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

**3.12.3 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 Prices**
- 3.13.1 Prices charged by the tenderer for goods delivered services performed under the Contract shall not, exception of any price adjustments authorized in Conditions of Contract, vary from the prices by tenderer in its tender.
- 3.13.2 Contract price variations shall not be allowed for contracts not exceeding one (1) year.
- 3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract
- 3.13.4 Price variation request shall be processed by the entity within 30 days of receiving the request.
- 3.14 Assignment**
- 3.14.1 The tenderer shall not assign, in whole or in obligations to perform under this Contract, except Authority's prior written consent.
- 3.15 Subcontracts**
- 3.15.1 The tenderer shall notify the Procuring entity in all subcontracts awarded under this Contract if not specified in the tender. Such notification, in the tender or later, shall not relieve the tenderer liability or obligation under the Contract.
- 3.16 Termination for Default**
- 3.16.1 The Authority may, without prejudice to any other remedy for breach of Contract, by written notice of the tenderer, terminate this Contract in whole or in
- (a) if the tenderer fails to deliver any or all of the goods within the periods) specified in the Contract, or extension thereof granted by the Authority;
  - (b) if the tenderer fails to perform any other under the Contract;
  - (c) if the tenderer, in the judgment of the Authority has engaged in corrupt or fraudulent practices in for or in executing the Contract.
- 3.16.2 In the event the Authority terminates the Contract in whole or in part, it may procure, upon such manner as it deems appropriate, equipment those undelivered, and the tenderer shall be liable Procuring entity for any excess costs for such goods.
- 3.17 Liquidated Damages**
- 3.17 If the tenderer fails to deliver any or all of the goods within the period(s) procuring entity shall, without prejudice to its remedies under the contract, deduct from the

prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract

**3.18 Resolution of Disputes**

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

**3.20 Force Majeure**

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

**3.20 Notices**

- 3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other Email and confirmed in writing to the other address specified in SCC.
- 3.18.2 A notice shall be effective when delivered or on the 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.

<b>REFERENC E OF GCC</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>
3.7	<b>Performance Security</b> The performance security is not required.
3.9	<b>Packaging</b> The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
3.10	<b>Delivery</b> Supply, Delivery, Installation and Commissioning Of One (1) Optical Emission Spectrometer Complete With Sample Preparation Accessories for Metal Samples Analysis at a place specified place in the Local service order within the period indicated by the successful bidder(s) from the date of receiving the Local Purchase Order (LPO).
3.12	<b>Payment terms</b> The Kenya Revenue Authority (KRA) payment terms are that payment shall be made within thirty (30) days from the date of delivery and provision of all supporting documents. However, KRA may negotiate mutually acceptable payment terms with the successful tenderer.
3.13	<b>Price</b> Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender. All prices quoted by the tenderers must be inclusive of all taxes. Price variation shall not be allowed for a contract of a period of less than One (1) year.
3.17	<b>Liquidated damages</b> If the delivery date is extended (except by mutual consent) a penalty amounting to 0.5% of the total cost will be charged per day up to a maximum of twenty (20) days. No deliveries shall be accepted after the twentieth working day in which case the LPO will automatically lapse and be deemed to have been cancelled at the close of business on the twentieth day. The Authority shall then be at liberty to realize the performance bond. In this clause, “ <b>days</b> ” means working days.
3.18	<b>Resolutions of Disputes</b> 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 Nairobi Centre for International Arbitration (Arbitration) Rules 2015, made under the Nairobi Centre for International Arbitration Act, 2013. *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 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.

**Kenya Revenue Authority**

**Deputy Commissioner-Supply Chain Management**

**Times Tower Building, 25th Floor,**

**P.O Box 48240- 00100 GPO, Tel.**

**+254 020 310900**

**Email [eprocurement@kra.go.ke](mailto:eprocurement@kra.go.ke)**

## SECTION V: SCHEDULE OF REQUIREMENTS

This tender covers the framework agreement for **Supply, Delivery, Installation and Commissioning of One (1) Optical Emission Spectrometer Complete with Sample Preparation Accessories for Metal Samples Analysis**

### (a) Evaluation Criteria

#### i). Tender Responsiveness

Your tenders shall be examined for the following which you must provide in addition to other requirements specified in the tender documents.

S/N	ITEM DESCRIPTION	Mandatory
1.	Copy of valid Tax Compliance Certificate	
2.	Certificate of Registration or Incorporation	
3.	Power of Attorney (Sole Proprietors Exempted)	
4.	Tender Security- <b>Kshs 200,000.00</b> valid until <b>23rd February 2021</b>	
5	Letter from the bank indicating that the firm is currently operating an account	
6.	Dully Filled, Signed and Stamped Confidential Business questionnaire	
8	Duly filled and signed <b>Form of Tender</b>	
9	Manufacturer's Authorization	

**NB:** Tenders will proceed to Vendor evaluation stage only if they meet all the mandatory requirements.

**ii). Vendor Evaluation Criteria (Carries 20 Marks)**

<u>Description of Criteria</u>	<u>Maximum Score</u>	<u>Cut off score</u>
<p><b><u>Managerial and Key Personnel Competency Profiles</u></b>            C.Vs including relevant technical experience for at least three (3) relevant key staff in relation to procurement items as required in the schedule of requirements.</p> <p><b><u>Academic qualification</u></b>            Degree in Chemistry, Physics or related field .....2 marks            Diploma in Chemistry, Physics or related field .....1 marks</p> <p><b><u>Relevant technical experience</u></b>            Over 3 years' experience.....2 marks            3-5 years' experience. ....1 marks            1-2 years' experience. ....0.5 marks</p>	<u>12</u>	<u>6</u>
<p><b><u>Experience/Reputation</u></b>            Proof of satisfactory service for contracts of similar or higher value executed within the last three (3) years. Submit reference letters from at least two clients;</p> <p><i>Reference letter (with full contacts; postal address, telephone and email) of assignments executed within the last three years: 3 marks</i>  <i>Satisfactory service for contracts of similar or higher value: 1 mark (less value 1 marks)</i></p>	<u>8</u>	<u>4</u>
<b><u>Total Score</u></b>	<b><u>20</u></b>	<b><u>10</u></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.

Tenders will proceed to Financial Evaluation stage only if they meet the minimum technical requirements.

**iv). Financial Evaluation**

Award shall be to the bid with the lowest evaluated price.

**Overall Tender Evaluation Criteria**

<b>Criteria</b>	<b>Maximum Requirement</b>	<b>Score/</b>	<b>Cut-off Score</b>
<b>Tender Responsiveness</b>	Mandatory		<b>All</b>
<b>Vendor Evaluation</b>	20		<b>10</b>
<b>Technical Evaluation</b>	80		<b>65</b>
<b>Total</b>	<b>100</b>		<b>75</b>
<b>Financial Evaluation</b>	<b>Award to the lowest evaluated bidder</b>		

## SECTION VI - TECHNICAL SPECIFICATION

### SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ONE (1) OPTICAL EMISSION SPECTROMETER COMPLETE WITH SAMPLE PREPARATION ACCESSORIES FOR METAL SAMPLES ANALYSIS

#### INSTRUCTIONS TO BIDDERS

1. Bidders are required to fill the table below or use its format to respond.
2. Bidders **MUST** provide a substantive response for all features irrespective of any Attached technical documents. Use of Yes, No, tick, compliant etc. will be considered Non-responsive.
3. Bidders **MUST** append official company stamp and/or authorized signature on all Attached technical data sheets or brochures.
4. Bidders **MUST** fill both the minimum technical specifications document and the price schedule as attached.
5. The technical **scores is 100** which shall be prorated to **80 Marks**. A bidder must score 65 out of 80 to enable them proceed to Financial evaluation.

1	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ONE (1) OPTICAL EMISSION SPECTROMETER COMPLETE WITH SAMPLE PREPARATION ACCESSORIES FOR METAL SAMPLES ANALYSIS			
	SPECIFICATION	REQUIREMENT	SCORE	BIDDERS RESPOND
1.1	Scope	Optical Emission Spectrometer (OES) for elemental concentration analysis of solid metallic samples. This technique should offer: - <ul style="list-style-type: none"> <li>• Very fast elemental analysis of most metals and alloys</li> <li>• Analysis of all necessary elements from trace to percent</li> <li>• Outstanding accuracy, precision and stability</li> <li>• Simple instrument operation and maintenance</li> </ul>	1	

<b>1 SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ONE (1) OPTICAL EMISSION SPECTROMETER COMPLETE WITH SAMPLE PREPARATION ACCESSORIES FOR METAL SAMPLES ANALYSIS</b>				
	<b>SPECIFICATION</b>	<b>REQUIREMENT</b>	<b>SCORE</b>	<b>BIDDERS RESPOND</b>
1.2	Spectrometer system	The spectrometer system includes the following: <ul style="list-style-type: none"> <li>• Vacuum spectrometer</li> <li>• 1 m</li> <li>• PMT channels</li> <li>• Air cooled spark stand</li> <li>• Intelligent Source, double current controlled source</li> <li>• Electronics controlling all instrument functions</li> </ul>	2	
1.3	Matrices	Fe matrix, Al matrix for Alloyed material, Cu matrix for Alloyed material, Ni matrix, Sn matrix, Pb matrix, Zn matrix	5	
1.4	Spectrometer Optics	Photomultiplier tube (PMT) optics; There should be no electronic boards and cabling, degassing materials inside the optics	5	
1.5	Focal length	1 m	1	
1.6	Detectors	1 ¼ " PMT Photo Multiplier Tubes in Paschen-Runge mounting with best resolving power.	5	
1.7	Thermal Control	The spectrometer should operate under vacuum for ultimate stability. The thermal control for the spectrometer should be of +/-0.1°	3	
1.8	Spectrometer housing	The spectrometer body must be made of cast iron	1	
1.9	Source	The source must be a double current controlled source (CCS) The source should be flexible and precise that allows discharge shapes to be tailored for most efficient sample surface preparation, material ablation and light emission in any metallic matrix Should have the Discharge Interrupt by Short Circuit (DISC) technology which improves the spark repeatability at low current values thus allowing superior trace element analysis.	4	
1.10	Signal acquisition and processing	Must feature the time gated acquisition (TGA) by default. The PMT signal is integrated during TGA meaning the time windows synchronized with the single sparks. TGA allows the improvement of sensitivity and accuracy by collecting the signal with minimal noise, background emission and spectral interference.	4	

<b>1 SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ONE (1) OPTICAL EMISSION SPECTROMETER COMPLETE WITH SAMPLE PREPARATION ACCESSORIES FOR METAL SAMPLES ANALYSIS</b>				
	<b>SPECIFICATION</b>	<b>REQUIREMENT</b>	<b>SCORE</b>	<b>BIDDERS RESPOND</b>
		<p>Additionally, PMT acquisition features should include Single Spark Acquisition (SSA) and low noise integrator to suppress dark current and offset.</p> <p>The following features the below algorithms.</p> <p>The flexible acquisition start and stop algorithm that allows acquiring an optimal subset of single spark intensities – the most stable and steady part of the signal data – on each channel for improved accuracy</p> <p>Diffuse spark intensities removal which is an algorithm that improves precision by discarding abnormally low intensity signals detected with the internal standard channel response</p> <p>Spark data acquisition and treatment algorithms enable the determination of the soluble/ insoluble fraction of an element (e.g. Al, B, Ca and Ti in low alloy steel) or the characterization of micro-inclusions</p>		
1.11	Argon management	<p>Must have the smart argon management interface allowing starting or programming argon saving modes</p> <p>The argon flows should be optimized for each phase of the analytical sequence (flush, pre-burn, integration), allowing best performance while requiring the minimum argon consumption</p> <p>Argon saving modes should be user definable with the software tool (Smart Argon Management) that allows significant savings when the instrument is idle. With ECO mode the standby flow in the stand is stopped or reduced to a minimum level (0.1 L/min).</p> <p>Argon pulses after analysis</p>	1	
1.12	Spark stand	<p>The stand should feature an optimized spark chamber design to achieve efficient sample ablation and repeatable spark plasma with reduced argon consumption</p> <p>The stand should offer efficient air-cooling for high analytical throughput. This should be enabled with a fan or heat exchanger</p> <p>The stand should be a robust, wear-resistant analysis table</p> <p>Tool-free system for simple and fast maintenance</p> <p>Table with quick/tool-free fastening system</p> <p>Optimum design and post-analysis argon pulses ensuring less frequent stand maintenance operations</p>	2	

<b>1 SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ONE (1) OPTICAL EMISSION SPECTROMETER COMPLETE WITH SAMPLE PREPARATION ACCESSORIES FOR METAL SAMPLES ANALYSIS</b>				
	<b>SPECIFICATION</b>	<b>REQUIREMENT</b>	<b>SCORE</b>	<b>BIDDERS RESPOND</b>
		Should include accessories for analysis of small samples, and pin or wire samples. This should include, a table for small samples analysis, analysis of pins, rods and wires, samples with diameter from 3 to 14 mm. Accessories available should be: - ✓ Pin holder and cover for analysis on end ✓ Bell for positioning of samples on side ✓ Wedge for positioning holder or bell ✓ Pins for pin holder centering ✓ Tool for preparation of samples on end.		
1.13	Spectrometer Analytical Channels	At least 63 analytical channels	5	
1.14	Software	Software for data acquisition, control, evaluation and reporting	1	
	<b>CALIBRATIONS</b>			
1.15	Iron & Steel Calibrations	Calibration of low alloy steel ( <i>with limits specified in the annex I</i> )	10	
		Calibration of free cutting steel ( <i>with limits specified in the annex I</i> )		
		Calibration of Cr-Ni steel ( <i>with limits specified in the annex I</i> )		
		Calibration of Cr-Ni steel for small samples ( <i>with limits specified in the annex I</i> )		
		Calibration of Mn steel ( <i>with limits specified in the annex I</i> )		
		Calibration of Ni-hard, cast iron, nodular iron ( <i>with limits specified in the annex I</i> )		
		Global iron calibration ( <i>with limits specified in the annex I</i> )		
		Extensions for Fe and Pb Matrices ( <i>with limits specified in the annex I</i> )		
.16	Aluminium Calibrations		<b>8</b>	
		Calibration of pure aluminium ( <i>with limits specified in the annex II</i> )		

<b>1 SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ONE (1) OPTICAL EMISSION SPECTROMETER COMPLETE WITH SAMPLE PREPARATION ACCESSORIES FOR METAL SAMPLES ANALYSIS</b>				
	<b>SPECIFICATION</b>	<b>REQUIREMENT</b>	<b>SCORE</b>	<b>BIDDERS RESPOND</b>
		Global aluminium calibration <i>(with limits specified in the annex II)</i>		
1.17	Copper Calibrations		<b>8</b>	
		Calibration of pure copper <i>(with limits specified in the annex II)</i>		
		Calibration of brass <i>(with limits specified in the annex II)</i>		
		Calibration of bronze <i>(with limits specified in the annex II)</i>		
		General Sorting Cu calibration <i>(with limits specified in the annex II)</i>		
1.18	Nickel Calibrations		7	
		General sorting nickel calibration <i>(with limits specified in the annex II)</i>		
1.19	Lead Calibrations	<b>Lead Calibrations</b>	7	
		Calibration of low alloy lead <i>(with limits specified in the annex II)</i>		
		Calibration of Pb-Sb battery <i>(with limits specified in the annex II)</i>		
		Global lead calibration <i>(with limits specified in the annex II)</i>		
1.20	Zinc Calibration		7	
		Calibrations Pure Zn <i>(with limits specified in the annex II)</i>		
1.21	Applications	The spectrometers should be delivered as turn-key system with ready-to-use applications, pre-configured and calibrated in the manufacturer's factory. Comprehensive application notes and ranges for the various metal matrices must be as shown in the appendix for this procurement document. The calibrations should be performed using certified reference materials (CRMs) and reference materials (RMs) validated in the factory. A proof of this should be submitted at the time of supply of the instrument.	2	



<b>1 SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ONE (1) OPTICAL EMISSION SPECTROMETER COMPLETE WITH SAMPLE PREPARATION ACCESSORIES FOR METAL SAMPLES ANALYSIS</b>				
	<b>SPECIFICATION</b>	<b>REQUIREMENT</b>	<b>SCORE</b>	<b>BIDDERS RESPOND</b>
		Setting up samples/standards for the different matrices must also be provided along with the instrument		
1.22	Quality Assurance	<p>The spectrometer should undergo rigorous quality tests before and after calibration that ensures:</p> <p>Key figures of the instrument modules and components are checked to assure that the functions work according to specifications</p> <p>Performance figures are monitored in order to make sure that the instrument performs according to analytical specification</p> <p>Calibration accuracy is validated with CRMs and RMs as per the ISO 17025</p> <p>These steps should be documented in the Quality Assurance Report and must be delivered with the instrument</p> <p>The Installation Qualification and Operational Qualification (IQ/OQ) should be performed by an automated procedure a pdf report generated after this.</p>	1	
11.23	Instrument accessories	High pressure regulator and sample preparation kits to enable analyses, Rare gas purifier SIRCAL (230 V) and Uninterruptable Power Supply 5 kVA, 240V, 50 / 60HZ	3	
1.24	Service and spare parts	Spare and service parts and accessories necessary for operation and application of the equipment	2	
.25	Language	English	1	
1.26	Manuals	User operation, service and application manuals	1	
1.27	Voltage range	240V, 50/60Hz. Complete with cable and British Standard adapter	1	
1.28	Warranty	Full warranty for a period of twelve (12) months after delivery of the system including training of staff on operation of equipment and software.	1	
1.29	Location	Kenya Revenue Authority, Times Tower Building 4 <sup>th</sup> Floor, Nairobi.	1	
		<b>TOTAL SCORE</b>	<b>100</b>	

**ANNEX I: IRON CALIBRATION SPECIFICATIONS**

	OES PIG IRON QUANTIFICATION RANGE			OES SPIEGELEISEN QUANTIFICATION RANGE			OES STEEL QUANTIFICATION RANGE			OES STAINLESS STEEL QUANTIFICATION RANGE			OES OTHER ALLOY STEEL QUANTIFICATION RANGE							
	LIMITS			ELEMEN T	LIMITS			ELEMEN T	LIMITS			ELEMENT	LIMITS			ELEMENT	LIMITS			
	Min (%)	-	Max (%)	Min (%)	-	Max (%)	Min (%)	-	Max (%)	Min (%)	-	Max (%)	Min (%)	-	Max (%)	Min (%)	-	Max (%)		
C	0.015	-	4.50	0.02	-	4.50	0.01	-	4.5	0.01	-	4.5								C
Cr	0.015	-	35.00	0.015	-	35.00	0.015	-	37	0.015	-	37	0.0015	-	2.5					Cr
Mn	0.005	-	21.00	0.005	-	35.00							0.0005	-	2.4					Mn
P	0.005	-	5.00	0.01	-	5.00														P
Si	0.015	-	10.00	0.02	-	10.00							0.001	-	3.3					Si
Cu													0.002	-	1.5					Cu
Al													0.0005	-	1.9					Al
<b>B</b>													0.00015	-	0.012					<b>B</b>
Co													0.0005	-	0.65					Co
Pb													0.0005	-	0.15					Pb

	<b>OES PIG IRON QUANTIFICATION RANGE</b>			<b>OES SPIEGELEISEN QUANTIFICATION RANGE</b>			<b>OES STEEL QUANTIFICATION RANGE</b>			<b>OES STAINLESS STEEL QUANTIFICATION RANGE</b>			<b>OES OTHER ALLOY STEEL QUANTIFICATION RANGE</b>			
	LIMITS			ELEMEN T	LIMITS	ELEMEN T	LIMITS	ELEMENT	LIMITS	ELEMENT	LIMITS	ELEMENT	LIMITS			
Mo												0.001	-	1.6	Mo	
Ni												0.001	-	2.2	Ni	
Nb												0.001	-	0.8	Nb	
Ti												0.0005	-	0.6	Ti	
W												0.003	-	1.5	W	
V												0.002	-	1	V	
Zr												0.001	-	0.25	Zr	

**ANNEX I: cont'd IRON CALIBRATION SPECIFICATIONS**

OES ALLOY PIG IRON QUANTIFICATION RANGE			OES NON ALLOY FREE CUTTING STEEL QUANTIFICATION RANGE			OES SILICON ELECTRICAL STEEL QUANTIFICATION RANGE			OES HIGH SPEED STEEL QUANTIFICATION RANGE			OES SILICO-MANGANESE STEEL QUANTIFICATION RANGE			
ELEMEN T	LIMITS		ELEMEN T	LIMITS		ELEMEN T	LIMITS		ELEMENT	LIMITS		ELEMENT	LIMITS		
Min (%)	Max (%)		Min (%)	Max (%)		Min (%)	Max (%)		Min (%)	Max (%)		Min (%)	Max (%)		
C						0.01	-	4.5	0.01	-	4.5	0.0015	-	1.5	C
Cr	0.0015	-	2.5						0.015	-	35				Cr
Mn												0.0005	-	2.4	Mn
Si						0.600		8.000				0.001	-	3.3	Si
Cu	0.002	-	1.5												Cu
Al	0.0005	-	1.9			0.003	-	1.9							Al
Pb				0.0005	-	0.15									Pb
Mo	0.001	-	1.6						0.002	-	10				Mo
Ni	0.001	-	2.2												Ni

Ti	0.0005	-	0.6													Ti
W	0.003	-	1.5						0.01	-	24.5					W
V	0.002	-	1						0.002	-	10					V
S				0.0005	-	0.1										S
Se				0.001		0.060										Se
Te				0.001	-	0.015										Te
Bi				0.002	-	0.1										Bi



**ANNEX II: OTHER ELEMENTS CALIBRATION SPECIFICATIONS**

	OES REFINED COPPER QUANTIFICATION RANGE (1)			OES REFINED COPPER QUANTIFICATION RANGE (2)			OES PHOSPHOR COPPER QUANTIFICATION RANGE			OES NON-ALLOY TIN CALIBRATION QUANTIFICATION RANGE			
	LIMITS			ELEMENT	LIMITS			ELEMENT	LIMITS			LIMITS	
	Min (%)	-	Max (%)	Min (%)	-	Max (%)	Min (%)	-	Max (%)	Min (%)	-	Max (%)	
Cr	0.0005	-	2	0.001	-	2.000							Cr
Mn	0.0005	-	5.2	0.0005	-	5.2							Mn
P							0.005	-	20				P
Si	0.001	-	1.2	0.001	-	1.2							Si
Fe	0.005	-	6.7	0.005	-	6.7							Fe
Cu	<b>99.3</b>	-	<b>99.99</b>	<b>53</b>	-	<b>99.8</b>				0.01		1	Cu
Al	0.003	-	12	0.003	-	12							Al
<b>B</b>													<b>B</b>
Co	0.002	-	0.5	0.002	-	0.5							Co
Pb	0.01	-	15	0.01	-	15							Pb
Mo													Mo
Ni	0.005	-	32.5	0.005	-	32.5							Ni
Zr	0.0005	-	0.5	0.0005	-	0.5							Zr
S	0.002	-	1	0.002	-	1							S

Te	0.0008	-	1	0.0008	-	1						Te
Ag	0.005	-	0.5	0.005	-	0.5						Ag
As	0.001	-	0.7	0.001	-	0.7						As
Cd	0.0005	-	2	0.0005	-	2						Cd
Mg	0.002	-	1.5	0.002	-	1.5			80		99.99	Mg
Sn	0.01	-	15	0.01	-	15						Sn
Zn	0.02	-	45	0.02	-	45						Zn
Be	0.00015	-	0.5	0.00015	-	0.5						Be

**ANNEX II: cont'd OTHER ELEMENTS CALIBRATION SPECIFICATIONS**

	OES NON ALLOY ALUMINIUM QUANTIFICATION RANGE			OES REFINED LEAD QUANTIFICATION RANGE			OES NON ALLOY NICKEL QUANTIFICATION RANGE			OES NON ALLOY ZINC QUANTIFICATION RANGE			
	LIMITS			LIMITS			LIMITS			LIMITS			
	Min (%)		Max (%)	Min (%)		Max (%)	Min (%)		Max (%)	Min (%)		Max (%)	
Cr	0.0005	-	0.4										Cr
Mn	0.0002	-	1.8										Mn
Si	0.0003	-	1.5										Si
Fe	0.0005	-	1.6	0.0005	-	0.03	0.09	-	23.2				Fe
Cu	0.0005	-	12	0.00015	-	0.55							Cu
Al	<b>93</b>	-	<b>99.99</b>										Al

Co						0.01	-	3.6				Co
Ni	0.0005	-	2.2			<b>30</b>	-	<b>98</b>				Ni
S				0.0005	-	0.018						S
Te				0.0005	-	0.0065						Te
Zn	0.002	-	8	0.0005	-	0.02			80.00		99.98	Zn
Mg	0.0005	-	11									Mg
Pb				<b>95.7</b>	-	<b>99.97</b>						Pb
Bi				0.0015	-	0.8						Bi
Ag				0.0002	-	3.5						Ag
As				0.0005	-	0.02						As
Ca				0.0001	-	0.15						Ca
Cd				0.00015	-	0.55						Cd
Sb				0.0015	-	1.5						Sb
Sn				0.0005	-	3						Sn
O						0.01		0.8				O



**PRICE SCHEDULE**

<b>S/NO</b>	<b>DESCRIPTION</b>	<b>TOTAL COST INCLUSIVE OF VAT</b>
1	Supply, Delivery, Installation and Commissioning of One (1) Optical Emission Spectrometer Complete With Sample Preparation Accessories for Metal Samples	
2	Training	
3	2 <sup>nd</sup> Year Maintenance and support	
4.	3 <sup>rd</sup> year maintenance and support	
<b>Total cost inclusive of VAT (to be carried to the form of tender)</b>		

*Tender's Signature:* \_\_\_\_\_

*Official Stamp:* \_\_\_\_\_

*Date:* \_\_\_\_\_

## SECTION VII - STANDARD FORMS

### Notes on the Sample Forms

1. *Form of Tender-* The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. *Confidential Business Questionnaire Form -* This form must be completed by the tenderer and submitted with the tender documents.
3. *Tender Security Form-*When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
4. *Contract Form-*The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
5. *Performance Security Form-* The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
6. *Bank Guarantee for Advance Payment Form-*When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.
7. *Manufacturers Authorization Form-* When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

## 8.1 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 **Supply, Delivery, Installation and Commissioning Of One (1) Optical Emission Spectrometer Complete With Sample Preparation Accessories for Metal Samples Analysis** ) in conformity with the said tender documents for the sum of ..... *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

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

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

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

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

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

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

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

**8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM**

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

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

<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	<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>
	1.....			
	.....			
	2.....			
	.....			
	3.....			
	.....			
	4.....			
	.....			
<b>Part 2 (c) – Registered Company</b>				

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

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

2c.3 Given details of all Directors as follows

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

**Part 3 – Eligibility Status**

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

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

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

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

3.5 Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by Kenya Revenue Authority to provide consulting services for preparation of design, specifications and other documents to be used for procurement of the goods under this invitation? Yes \_\_\_\_\_ No \_\_\_\_\_

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

.....  
.....

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

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

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

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

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

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

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

**8.3 TENDER SECURITY FORM**

Whereas .....[name of the tenderer]  
(hereinafter called “the tenderer”)has submitted its tender dated.....[date of submission of tender ] for the **Supply, Delivery, Installation and Commissioning Of One (1) Optical Emission Spectrometer Complete With Sample Preparation Accessories for Metal Samples Analysis**

(hereinafter called “the Tenderer”).....

KNOW ALL PEOPLE by these presents that WE.....

Of.....having registered office at

[name of KRA](hereinafter called “the Bank”)are bound unto.....

[name of KRA](hereinafter called “the KRA”) in the sum of .....

for which payment well and truly to be made to the said KRA, 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 KRA 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 KRA up to the above amount upon receipt of its first written demand, without the KRA having to substantiate its demand, provided that in its demand the KRA 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 guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

*(Amend accordingly if provided by Insurance Company)*

**8.4 CONTRACT FORM**

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

WHEREAS the Procuring entity invited tenders for certain goods ] and has accepted a  
tender by the tenderer for the supply of those goods/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, Delivery, Installation and Commissioning Of One (1) Optical Emission Spectrometer Complete With Sample Preparation Accessories for Metal Samples Analysis** ) (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.

**8.8 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, 25<sup>th</sup> Floor  
Telephone: +254-020-2817022  
Facsimile: +254-020-215809

FOR: **Commissioner-General**