



**STANDARD TENDER DOCUMENT FOR
SUPPLY, DELIVERY AND COMMISSIONING OF A
WEB- BASED INTELLIGENCE GATHERING
SYSTEM AND CASE MANAGEMENT**

TENDER NO. KRA/HQS/NCB-018/2018-2019

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OCTOBER 2018

TABLE OF CONTENTS

	PAGE
SECTION I INVITATION TO TENDER.....	3
SECTION II INSTRUCTIONS TO TENDERERS.....	4
Appendix to Instructions to Tenderers	16
SECTION III GENERAL CONDITIONS OF CONTRACT.....	18
SECTION IV SPECIAL CONDITIONS OF CONTRACT.....	24
SECTION V TECHNICAL SPECIFICATIONS.....	26
SECTION VI SCHEDULE OF REQUIREMENTS.....	43
SECTION VII PRICE SCHEDULE FOR GOODS.....	47
SECTION VIII STANDARD FORMS.....	48
8.1 FORM OF TENDER.....	49
8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRES FORMS	82
8.4 CONTRACT FORM.....	53
8.5 PERFORMANCE SECURITY FORM.....	55
8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM.....	56
8.7 MANUFACTURER'S AUTHORIZATION FORM.....	57
8.8 LETTER OF NOTIFICATION.....	58

SECTION I INVITATION TO TENDER

DATE: 9 October 2018

TENDER REF NO. KRA/HQS/NCB-018/2018-2019

TENDER NAME: Supply, Delivery and Commissioning of a Web-based Intelligence Gathering System and Case management

- 1.1 The Kenya Revenue Authority invites sealed bids from eligible candidates for the above captioned services. The web-based intelligence gathering system (IGS) and case management is a cloud service with rights for access by specified KRA users. The IGS is the front-end service while case management is the back-end service. Users must be able to convert reported incidence cases (Front-end) and convert them into investigative cases (back-end). The solution should be hosted in a secure environment with a secured cloud connectivity for the users to access the services.
The successful bidder must demonstrate capacity and have rendered similar services to at least **one law enforcement agency** in any part of Africa.

International bidders are encouraged to partner with local providers to bid and provide the required services.
- 1.2 Interested eligible candidates may obtain further information from via email to eprocurement@kra.go.ke
- 1.3 Completed tender document is to be enclosed in plain sealed envelope marked with tender reference number and be and be couriered to the attention of Deputy Commissioner, Address as on front page of this tender. The Tender should be received by **11.00AM on 6th November 2018. Pre-bid shall be done on Tuesday 23rd October 2018 at 10.00am on 5th floor Times Tower,**
- 1.4 Prices quoted should be inclusive of taxes payable in Kenya as Withholding tax (20% for foreign firms and 5% for local firms) and 16% VAT and any other applicable delivery costs and be in any freely convertible stable currencies and shall remain valid for **12 Months** from the tender closing date. Please note Kenya has Double Taxation Agreements with a number of countries confirm bidder's country of residence before including the 20% withholding tax in the bid price.
- 1.5 The price quoted should be for provision of the access rights to the cloud system and licenses for 2 years post implementation.
- 1.6 Bidders are to submit a bid bond of **KES 200,000.00** valid upto the **13 Months** from the tender closing date. The successful bidder will be required to provide a performance guarantee equal to **5%** of their bid price over the contract period.

**Commissioner General
Kenya Revenue Authority**

TENDER SUBMISSION CHECK LIST

	REQUIRED	Tick (√)
1.	Copy of Certificate of Registration	
2.	Power of Attorney (except for sole proprietorship)	
3.	Valid Tax Compliance Certificate in Country of Domicile	
4.	Manufacturer Authorization in case bidder is different from manufacturer of the system	
5.	Filled, signed and stamped Confidential Business Questionnaire Form.	
6.	Security accreditations for the system from at least three (3) recognized agencies/bodies	
7.	A filled, signed and Stamped Form of Tender	
8.	Schedule of requirements showing the prices of various components of the Solution	

SECTION II

INSTRUCTIONS TO TENDERERS

	Table of Clauses	Page
2.1	Eligible Tenderers.....	5
2.2	Eligible Goods.....	5
2.3	Cost of Tendering.....	5
2.4	Contents of Tender Document.....	6
2.5	Clarification of Documents.....	6
2.6	Amendment of Documents.....	6
2.7	Language of Tender.....	7
2.8	Documents Comprising the tender.....	7
2.9	Tender Forms.....	7
2.10	Tender Prices.....	7
2.11	Tender Currencies.....	8
2.12	Tenderers Eligibility and Qualifications.....	8
2.13	Goods' Eligibility and conformity to Tender Documents.....	8
2.15	Validity of Tenders.....	9
2.16	Format and Signing of Tenders.....	10
2.17	Sealing and Marking of Tenders.....	10
2.18	Deadline for Submission of Tender	10
2.19	Modification and Withdrawal of Tenders.....	11
2.20	Opening of Tenders.....	11
2.21	Clarification of Tenders.....	12
2.22	Preliminary Examination.....	12
2.23	Conversion to Single Currency.....	12
2.24	Evaluation and Comparison of Tenders.....	13
2.25	Preference.....	13
2.26	Contacting the Procuring Entity.....	13
2.27	Award of Contract.....	13
(a)	Post qualification.....	13
(b)	Award criteria.....	14
(c)	Procuring Entity's Right to Vary Quantities.....	14
(d)	Procuring entity's Right to Accept or Reject any or all Tenders.....	14
2.28	Notification of Award.....	14
2.29	Signing of Contract.....	14
2.30	Performance Security.....	15
2.31	Corrupt or Fraudulent Practices.....	15

**SECTION II -
2.1**

INSTRUCTIONS TO TENDERERS

Eligible Tenderers

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

2.2

Eligible Goods

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3

Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the KRA, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

- 2.3.2 The price to be charged for the tender document shall not exceed KES1,000/=.

2.4

The Tender Document

- 2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers
- (i) Invitation to Tender
 - (ii) Instructions to tenderers
 - (iii) General Conditions of Contract
 - (iv) Special Conditions of Contract
 - (v) Schedule of requirements
 - (vi) Technical Specifications
 - (vii) Tender Form and Price Schedules
 - (viii) Contract Form
 - (ix) Performance Security Form
 - (x) Bank Guarantee for Advance Payment Form
 - (xi) Confidential Business Questionnaire.

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

2.5

Clarification of Documents

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

2.6 Amendment of Documents

- 2.6.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.
- 2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.
- 2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the KRA, at its discretion, may extend the deadline for the submission of tenders.

2.7 Language of Tender

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

2.8 Documents Comprising of Tender

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

2.9 Tender Forms

- 2.9.1 The tenderer shall complete the Tender Form and the

appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.10

Tender Prices

- 2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract.
- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the KRA.
- 2.10.3 Prices quoted by the tender shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.10.4 The validity period of the tender shall be **12 months** from the date of opening of the tender.

2.11

Tender Currencies

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

2.12

Tenderers Eligibility and Qualifications

- 2.12.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish 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.
- 2.12.3 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/services under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods;
 - (b) that the tenderer has the financial, technical, and production capability necessary to

- perform the contract; and
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

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

Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.15 Validity of Tenders

- 2.15.1 Tenders shall remain valid for 12 months 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.
- 2.15.2 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

2.16 Format and Signing of Tender

- 2.16.1 The bidder shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.17 Sealing and Marking of Tenders

- 2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY" The envelopes shall then be sealed in an outer envelope.

- 2.17.2 The inner and outer envelopes shall:
- (a) be addressed to the KRA at the address given in the Invitation to Tender:
 - (b) bear, tender number and name in the Invitation for Tenders and the words, “**DO NOT OPEN BEFORE DATE AND TIME INDICATED UNDER INVITATION TO TENDER**”
- 2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.
- 2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the KRA will assume no responsibility for the tender’s misplacement or premature opening.

Deadline for Submission of Tenders

2.18

- 2.18.1 Tenders must be received by the KRA at the address specified under paragraph 2.17.2 no later than **DATE AND TIME INDICATED UNDER INVITATION TO TENDER**
- 2.18.2 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

2.19

Modification and Withdrawal of Tenders

- 2.19.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the KRA prior to the deadline prescribed for submission of tenders.
- 2.19.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.19.3 No tender may be modified after the deadline for submission of tenders.
- 2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by

the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7.

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

2.19.6 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.

2.20

Opening of Tenders

2.20.1 The KRA will open all tenders in the presence of tenderers' representatives who choose to attend, at **DATE AND TIME AND LOCATION INDICATED UNDER INVITATION TO TENDE**

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

2.20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the KRA, at its discretion, may consider appropriate, will be announced at the opening.

2.20.3 The KRA will prepare minutes of the tender opening.

2.21

Clarification of Tenders

2.21.1 To assist in the examination, evaluation and comparison of tenders the 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.

2.21.2 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.

2.22

Preliminary Examination

2.22.1 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.

2.22.2 There is no correction of errors the tender shall be

accepted as per the form of tender as per the Public Procurement and Disposal Act, 2015.

- 2.22.3 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.
- 2.22.4 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.
- 2.22.5 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.

2.23 Conversion to Single Currency

- 2.23.1 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.

2.24 Evaluation and Comparison of Tenders

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

2.25 Preference

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

2.26 Contacting the Kenya Revenue Authority

- 2.26.1 Subject to paragraph 2.21 no tenderer shall contact the

KRA on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

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

2.27

Award of Contract

(a) Post-qualification

- 2.27.1 In the absence of pre-qualification, the 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.
- 2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the KRA deems necessary and appropriate.
- 2.27.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the 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

- 2.27.4 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(s), provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

(c) KRA's Right to Vary Quantities

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

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

- 2.27.6 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.

2.28 Notification of Award

- 2.28.1 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.
- 2.28.2 The notification of award will not constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties.
- 2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the KRA will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14.

2.29 Signing of Contract

- 2.29.1 At the same time as the 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.
- 2.29.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the KRA.

2.30 Performance Security

- 2.30.1 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.
- 2.30.2 Failure of the successful tenderer to comply with the

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

2.31

Corrupt or Fraudulent Practices

2.31.1 The 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;

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

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

Appendix to Instructions to Tenderers

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	The tender is for application by only manufacturers or their agents of Web based Intelligence Gathering System and Case Management.
2.1.2	The Declaration of No Conflict of Interest is incorporated in the Confidential Business Questionnaire.
2.3.2	The bid document shall be charged Kshs.1, 000 per set or free if provided electronically.
2.10.4	Bid Validity Period is 12 months from 6TH NOVEMBER 2018.
2.13.3	The technical specifications are included in this document
2.14.1	TENDER SECURITY REQUIRED as indicated under Invitation to Tender.
2.16.2	The bidder must provide an appropriate written power of attorney establishing the authorization to of the signatory to the tender documents to bind the bidder.
2.17	This tender is based on one-envelope bid system. The bidder must submit a bid which has both the technical and financial proposal in one envelope. Bids must be submitted in TWO copies. i.e. one original and one copy.
2.18.1	Bid will be opened and evaluated at Procuring entities convenience but no later than 30 days from closing date.
2.22	Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may

	result in the rejection of its bid.
2.24	The bid evaluation will take into account technical only technical factors. THE LOWEST evaluated technically compliant bidder shall be considered for award.
2.25	Preference KRA will not grant any preferences
2.27.4	The evaluation considers the price and technical factors and in addition ability to deliver the services within 3 months from award.
2.30	The performance security required will be 5% of the Contract Value.
2.31	Anti-corruption Affidavit KRA will require a supplier of goods and/or services to swear an affidavit to the effect they will not have offered or been requested to pay an inducement to a member of the Board, Management and/or Staff of KRA to influence the outcome of the bid.

SECTION III: GENERAL CONDITIONS OF CONTRACT
Table of Clauses

3.1	Definitions.....	19
3.2	Application.....	19
3.3	Country of Origin.....	19
3.4	Standards.....	19
3.5	Use of Contract Documents and Information.....	19
3.6	Patent Rights.....	20
3.7	Performance Security.....	20
3.8	Inspection and Tests.....	20
3.9	Packing.....	21
3.10	Delivery and Documents.....	21
3.11	Insurance.....	21
3.12	Payment.....	21
3.13	Price.....	21
3.14	Assignments.....	22
3.15	Sub contracts.....	22
3.16	Termination for Default.....	22
3.17	Liquidated Damages.....	22
3.18	Resolution of Disputes.....	22
3.19	Language and law.....	23
3.20	Force Majeure.....	23

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 tendered, 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 tendered 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 tendered 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 Tendered” means the individual or firm supplying the Goods under this Contract.

3.2 Application

- 3.2.1 These General Conditions shall apply in all Contracts made by the KRA for the procurement installation and commissioning of equipment

3.3 Country of Origin

- 3.3.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.
- 3.3.2 The origin of Goods and Services is distinct from the nationality of the tendered.

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 tendered 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 tendered in the performance of the Contract.

3.5.2 The tendered 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 Renderer's performance under the Contract if so required by the KRA.

3.6 Patent Rights

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

3.7 Performance Security

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tendered 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 Renderer'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 Renderer'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 goods to confirm their conformity to the Contract specifications. The KRA shall notify the tendered 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 tendered or its subcontractor(s), at point of delivery, and/or at the Goods' final destination If conducted on the premises of the tendered 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 goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tendered 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 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 tendered from any warranty or other obligations under this Contract.

3.9 Packing

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

3.10 Delivery and Documents

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

3.11 Insurance

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

3.12 Payment

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

3.13 Prices

- 3.13.1 Prices charged by the tendered 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 tendered in its tender.
- 3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 3.13.4 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

3.14 Assignment

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

3.15 Subcontracts

- 3.15.1 The tendered 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 tendered from any liability or obligation under the Contract.

3.16 Termination for Default

- 3.16.1 The KRA may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tendered, terminate this Contract in whole or in part:
 - (a) if the tendered fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the KRA;
 - (b) if the tendered fails to perform any other obligation(s) under the Contract;
 - (c) If the tendered, in the judgment of the KRA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 3.16.2 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, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

3.17 Liquidated Damages

- 3.17 If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the

procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.18 Resolution of Disputes

- 3.18.1 The 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.

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
4.7.1	No performance guarantee required
4.9	Packaging The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. All packages must be cleared labeled with description of contents and quantities.
4.10	Delivery All items or services to be supplied under this contract should be delivered to the Stores located on Ground Floor, Times Tower upon issuance of a valid Purchase Order.
4.12	Payment Terms The Kenya Revenue Authority (KRA) payment terms are that payment shall be made within thirty (30) days from the date of delivery and signing of receipt. However, KRA may negotiate mutually acceptable payment terms with the successful tenderer.
4.13	Prices Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.
4.17	Liquidated Damages If the delivery date is extended (except by mutual consent) a penalty amounting to 0.5% of the total cost will be charged per day up to a maximum of 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. In this clause, “days” means working days.

4.18.1

Resolutions of Disputes

Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either Party for arbitration in accordance with the UNCITRAL Arbitration Rules prevailing then. *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.

4.19

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.

SECTION V - TECHNICAL SPECIFICATIONS

5.1 General

5.1.1 The specifications describe the requirements for services.

5.1.4 The bidders are requested to present information along with their offers as follows:

- (i) Shortest possible delivery period of each product/service

5.2 Particulars

Kenya Revenue is intending to procure a web-based Intelligence Gathering System and Case management.

5.3 Technical Requirements:

The technical requirements are provided on Section V.

The Table overleaf gives the minimum clause-by-clause technical specifications. Bidders are required to duly fill in the tables under the “Bidder’s Response” column to respond, irrespective of any attachments included. Failure to conform to this condition will render the bid being treated as non-responsive. **Please note a tick, YES or No answer are inadmissible. A bidder must adequately describe the product they propose to provide.**

TECHNICAL SPECIFICATIONS

Instructions to Bidders

1. Bidder is required to fill the table below or use its format to respond.
2. Any attached brochures and write-ups 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.

Evaluation Criteria: Bidders must describe the features of the proposed product/item in the 'Bidders response' column and how it matches (or exceeds) the minimum specifications. Any row (feature) that is not matching or is below the minimum specifications shall render the proposed item non-responsive.

Please note that Bidder's response is binding and will form part of the contract

SYSTEM FUNCTIONAL REQUIREMENTS

Item No.	Feature	Minimum Requirements	Maximum Score	Bidders Detailed Technical Response
WEB-BASED INTELLIGENCE GATHERING SYSTEM(FRONT-END)				
i.	Must be web-based	<ul style="list-style-type: none"> • Should be support different browsers <i>(Submit list of supported browsers)</i> on various devices such as mobiles, tablets, PCS and laptops for accessibility • The solution should be internet based (cloud) and available to anyone worldwide at any time. 	7	

Item No.	Feature	Minimum Requirements	Maximum Score	Bidders Detailed Technical Response
		<ul style="list-style-type: none"> The solution should have a quick access link on KRA website. System should capture data from computers on the internet through https, mobile devices through https 		
ii.	Must allow anonymous whistle-blowing and reporting	<ul style="list-style-type: none"> The solution should afford whistle-blower the option of deciding whether to report anonymously or not and allocate secret code. The solution should afford the whistle-blower the option of attaching files in different formats e.g PDF, Word, Should provide a quick guide on how to report issues. 	10	
iii.	Must have implemented a similar system in other organizations	<ul style="list-style-type: none"> The system must have been successfully implemented and in use in at least three (3) other organizations one of which should be a law 	8	

Item No.	Feature	Minimum Requirements	Maximum Score	Bidders Detailed Technical Response
		enforcement agency		
iv.	Accreditation	<ul style="list-style-type: none"> The system should be accredited by at least 3 credible security accreditation agencies and/or licensed. 	12	
v.	Must be private and secure in terms of hosting, access, and encryption.	<ul style="list-style-type: none"> The solution's servers should be located in a high security zone. Transfer of data to and from the server should be carried out by means of secure encrypted https communication. All reports should be encrypted Give provision where no IP address data, time stamps or metadata should be recorded by the solution (ie. <i>zero cookie</i>) Data should be read only and not editable System should be able to log system access and any transactions of the authorized staff 	9	

Item No.	Feature	Minimum Requirements	Maximum Score	Bidders Detailed Technical Response
		<ul style="list-style-type: none"> • Cookies should only be used to clearly assign a session to a client and should become invalid at the end of the session. • Only authorized personnel should be able to read and process submitted reports as well as open dialogue with whistle-blowers. • The intelligence collected should be directed into a database for ease of data mining 		
vi.	Must allow for dialogue and other feedback mechanisms with whistle-blowers.	<ul style="list-style-type: none"> • The solution should allow for guaranteed anonymous direct communication with the whistle-blower in order to accelerate investigations and prevent misunderstandings. • The system should at minimum specify data on taxpayer involved, 	7	

Item No.	Feature	Minimum Requirements	Maximum Score	Bidders Detailed Technical Response
		amount if known, place of transaction, organization, type of violation, perpetrators, and any other relevant information		
vii.	Must conform to data protection laws.	<ul style="list-style-type: none"> • The solution must comply with underlying data protection laws and Acts in Kenya and the host nation/area where solution's servers are located. • The solution should comply with the International Data Protection and Privacy Law • Meet legal requirements for admission of electronic evidence in courts 	4	
viii.	Should provide for language customization.	<ul style="list-style-type: none"> • The solution should allow for individualization to the country's official languages (English & Kiswahili and any other applicable 	5	

Item No.	Feature	Minimum Requirements	Maximum Score	Bidders Detailed Technical Response
		international language) throughout the entire whistle-blowing process.		
ix.	Must provide reports and statistics.	<ul style="list-style-type: none"> The solution should evaluate results and measure information in form of reports in various formats, e.g. HTML, Excel, Word, PDF and PowerPoint. The reports should constitute user and management reports with incident reports per case reported and cumulative tallies per specified periods (for example monthly, quarterly, yearly etc) Reports should be customized to describe for example status, report numbers, date receipts, topic, reference, language, responsible examiner etc 	5	

Item No.	Feature	Minimum Requirements	Maximum Score	Bidders Detailed Technical Response
		<ul style="list-style-type: none"> Statistics should be in various forms for example charts, list etc 		
x.	Should come with full time access and support licensing, warranty and maintenance.	<ul style="list-style-type: none"> The bidder should conform to KRA Service Level Agreement (SLA) requirements. 	5	
xi.	Should allow for attachment of video, photos and text comments	<ul style="list-style-type: none"> Allow for attachments of at least 10MB and more The system should be able to convert documentary evidence into readable formats 	3	
xii.	Security of data	<ul style="list-style-type: none"> Must conform to KRA security policy 	4	
		CASE MANAGEMENT (BACK-END SERVICE)		
xiii.	Case management	<ul style="list-style-type: none"> The case management should have workflow, roles and responsibilities, case allocation per department, investigator, supervisor etc Should be able to pick any other related reports for 	12	

Item No.	Feature	Minimum Requirements	Maximum Score	Bidders Detailed Technical Response
		<p>purposes of correlation.</p> <ul style="list-style-type: none"> Should be able to show the number of complaints against a KRA staff or a taxpayer 		
xiv.	User and technical training must be provided.	<ul style="list-style-type: none"> The bidder should submit training schedule, course content with clear number of hours required for each module, User and Technical training on the solution for smooth operation and support. Trainees should be certified The bidder must provide topics to be covered and duration as well as indicate training materials to be provided. 	3	
xv.	Documentation (soft & hard copy).	<ul style="list-style-type: none"> The bidder must state schedule of activities for development and delivery of Technical Documentation and User 	3	

Item No.	Feature	Minimum Requirements	Maximum Score	Bidders Detailed Technical Response
		Procedure Manual of the solution for smooth operation and support.		
xvi.	Provision of a work-plan.	<ul style="list-style-type: none"> The bidder must provide a detailed work plan for the supply, delivery, training and provision of all other requested services for the successful implementation of the system and its commissioning. The proposed work-plan should provide personnel and their roles and responsibilities. 	3	
		TOTAL	80	

BIDDER TO STATE PROPOSED PAYMENT TERMS COGNIZANT OF KENYAN LAW.

KRA proposed payment plan: 20 % on submission user requirement analysis report, 80 upon completion of training, installation and commissioning of systems.
Licenses will be paid annually in advance at the commencement of each year.

Supplier's Signature _____ Date _____

Official Stamp _____

SECTION VI- SCHEDULE OF REQUIREMENTS

(a) Procurement Items

No.	Description	Unit of Measure	QTY	UNIT PRICE	TOTAL PRICE	DELIVERY PERIOD
1.	Purchase cost for Web-based intelligence gathering System	LOT	1			
2.	Purchase cost for Case Management	LOT	1			
3.	Training cost BMKS and case management	Training cost per Pax 10 PAX in total made up of 6 pax for Web-based intelligence gathering System and 4 pax examiners for Case management	6 Pax			
			4 Pax			
4.	Annual License fees for 6 persons to access BKMS system	The licenses are for 3 years Quote 6 licenses renewable per year for 3 years.	6 licenses renewable for 3 years			
5.	Annual license for Case management system	The licenses are for 3 years Quote 4 licenses renewable per year for 3 years.	4 licenses renewable for 3 years			
	TOTAL TENDER SUM (FORM OF TENDER)					

(b) Instructions on Submission of Bids

- (i)** The Tenderer must submit a **One –envelope bid** ONLY in TWO COPIES and original and a copy.

(ii) Sealing and Marking of the Bid:

Mark you Tender with the right number **KRA/HQS/NCB- 018/2018-2019**

The envelopes shall then be sealed in an outer envelope and addressed to:

**Commissioner General
Kenya Revenue Authority
P.O Box 48240, 00100
Nairobi.**

I Tender Responsiveness Criteria

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

	Description of Criteria
1.	Submission of Tender Documents <ul style="list-style-type: none">▪ Power of Attorney¹ (Sole Proprietors Exempted)
2.	Company Profile <ul style="list-style-type: none">▪ Attach copy of Registration Certificate of Business/Certificate of Incorporation▪ Duly Filled, Signed and Stamped Confidential Business Questionnaire.
3.	Valid Tax Compliance Certificate
4.	A valid Manufacturer Authorization
5.	System Security Accreditations from 3 agencies
6.	A duly filled, signed and Stamped Form of Tender
7.	Tender Security Kes.200,000.00 valid upto the 13 Months from the tender closing date.

This part carries no marks but all documents must be attached.

2. Technical Evaluation

This part shall carry **80 marks** spread across the technical specifications. The Score will be pro-rated to **100**.

(2) Overall Tender Evaluation Criteria

The tender evaluation criteria is weighted as follows; -

Criteria	Maximum Score	Cut Off Scores
Tender Responsiveness	mandatory	Requirement
Technical Specifications	100	75
Totals	100	

SECTION VIII - STANDARD FORMS

Notes on the Sample Forms

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

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 deliver, install and commission (..... *(insert equipment description)* in conformity with the said tender documents for the sum of *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, 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 *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

Part 1 – General	
1.1	Business Name
1.2	Location of Business Premises.
1.3	Plot No..... Street/Road Postal Address Tel No. Fax E mail
1.4	Nature of Business ,.....
1.5	Registration Certificate No.
1.6	Maximum Value of Business which you can handle at any one time – Kshs.
1.7	Name of your Bankers Branch
Part 2 (a) – Sole Proprietor	
2a.1	Your Name in Full Age
2a.2	Nationality Country of Origin <ul style="list-style-type: none"> • Citizenship Details
Part 2 (b) Partnership	

2b.1	Given details of Partners as follows:		
2b.2	<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>
	<u>Shares</u>		
	1.....		
		
	2.....		
		
	3.....		
		
	4.....		
		
Part 2 (c) – Registered Company			
2c.1	Private or Public		
		
		
2c.2	State the Nominal and Issued Capital of Company-		
	Nominal Kshs.		
		
	Issued Kshs.		
		
2c.3	Given details of all Directors as follows		
	<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>
	<u>Shares</u>		
	1.....		
		
	2.		
		
	3.		
		
	4.		
		
	5		
		
		
Part 3 – Eligibility Status			
3.1	Are you related to an Employee, Committee Member or Board Member of Kenya Revenue Authority? Yes _____ No _____		
3.2	If answer in '3.1' is YES give the relationship.		
		
		
	.		
		
		

- 3.3 Does an Employee, Committee Member, Board Member of Kenya Revenue Authority sit in the Board of Directors or Management of your Organization, Subsidiaries or Joint Ventures? Yes_____ No_____
- 3.4 If answer in '3.3' above is **YES** give details.

- 3.5 Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by Kenya Revenue Authority to provide consulting services for preparation of design, specifications and other documents to be used for procurement of the goods under this invitation? Yes_____ No_____
- 3.6 If answer in '3.5' above is **YES** give details.

- 3.7 Are you under a declaration of ineligibility for corrupt and fraudulent practices? YES_____ No_____
- 3.8 If answer in '3.7' above is **YES** give details:

- 3.9 Have you offered or given anything of value to influence the procurement process? Yes _____No_____
- 3.10 If answer in '3.9' above is **YES** give details

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

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

Date Signature of Candidate
.....

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

8.3 TENDER SECURITY FORM

Whereas[name of the tenderer]
(hereinafter called “the tenderer”)has submitted its tender dated.....[date of submission of
tender] for the provision of
[name and/or description of the services]
(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 in the sum of [*contract price
in words and figures*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively
assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this
Agreement viz:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer
 - (b) the Schedule of Requirements
 - (c) the Technical Specifications
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of contract; and
 - (f) the Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as
hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the goods
and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the
provisions of the goods and the remedying of defects therein, the Contract Price or such other sum
as may become payable under the provisions of the Contract at the times and in the manner
prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance
with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Procuring entity

Signed, sealed, delivered by _____ the _____ (for the tenderer in the presence of _____

(Amend accordingly if provided by Insurance Company)

8.5 PERFORMANCE SECURITY FORM

To Kenya Revenue Authority

WHEREAS [*name of tenderer*] (hereinafter called “the tenderer”) has undertaken , in pursuance of Contract No. _____
_____ [*reference number of the contract*] dated _____ 20 _____ to
supply [*description of goods*] (hereinafter called “the Contract”).

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

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

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

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

Signed and seal of the Guarantors

[*name of bank or financial institution*]

[*address*]

[*date*]

8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To Kenya Revenue Authority

[name of tender]

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.7 MANUFACTURER'S AUTHORIZATION FORM

To Kenya Revenue Authority

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

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

[signature for and on behalf of manufacturer]

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

LETTER OF NOTIFICATION OF AWARD

Kenya Revenue Authority
P.O Box 48240 – 00100,
Nairobi,.

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this Letter of Notification signifying your Acceptance.
2. The Contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this Letter of Notification of Award.

Deputy commissioner,
Procurement & Supplies Services,
Haile Selassie Avenue, Times Tower, 25th Floor
Telephone: +254-020-2817022
Website www.kra.go.ke

FOR: **Commissioner-General**