



PROVISION OF CONSULTANCY SERVICES.

**LOT 1: WORK ENVIRONMENT & EMPLOYEE
SATISFACTION SURVEY.**

LOT 2: CUSTOMER SATISFACTION SURVEY.

LOT 3: CORRUPTION PERCEPTION SURVEY.

**TENDER NO.
KRA/HQS/RFP-028/2018-2019**

**TIMES TOWER BUILDING
P.O. BOX 48240 – 00100
TEL: +254 02 310900
FAX: +254 02 215809
NAIROBI, KENYA.**

**PRE-BID 22ND JANUARY, 2019
TIME: 10.00 AM
CLOSING DATE: 30TH JANUARY, 2019
TIME: 11:00 AM**

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SECTION I INVITATION TO TENDER

Kenya Revenue Authority hereby invites from interested eligible Research Consultant Firms for the following tender:-

TENDER NOTICE

NO .	REFERENCE	DESCRIPTION	Important Dates	
			Pre-Bid	Closing Date
1	KRA/HQS/RFP-028/2018-2019	PROVISION OF CONSULTANCY SERVICES FOR VARIOUS SURVEYS	22 nd January, 2019 10:00 A.M	30 th January, 2019 11.00 A.M

Interested eligible candidates may obtain further information and inspect the tender documents with detailed Requirements at the office of the:

Deputy Commissioner - Supply Chain Management
Times Tower Building, 25th Floor,
P.O Box 48240– 00100 GPO,
Tel. +254 020 310900
Fax No. +254 020 215809
Nairobi, Kenya.
website: www.kra.go.ke

A complete set of tender documents may be downloaded from the Authority's website (www.kra.go.ke) at **no fee**. Bidders who download the documents must forward their particulars immediately for records and communication of any further clarifications to eprocurement@kra.go.ke

Prices quoted must be inclusive of all taxes and should remain valid for at least Three Hundred and Thirty Five days (**335 days**) after the deadline of submission of the tenders.

The amount of Tender security is **Not Required** and the tender documents **must be deposited in the Tender Box located on the** Ground Floor, Times Tower Building, Haile Selassie Avenue, Nairobi on or **before 11.00am on the closing date as indicated**. Tenders will be opened immediately thereafter in the Convention Centre on the 5th floor, Times Tower Building in the presence of candidates' representatives, who choose to attend.

Tender Documents submitted after 11.00 am, 30th January, 2019 shall not be accepted for evaluation irrespective of circumstances.

Completed Tender documents should be submitted in plain sealed envelopes and clearly marked **"KRA/HQS/RFP-028/2018-2019"** and addressed to:

**The Commissioner General,
Kenya Revenue Authority ,
Times Tower,
P.O. Box 48240 - 00100 GPO,
Nairobi.**

A pre-bid Briefing will be held on **22nd January, 2019 at 10:00 a.m.** in the Convention Centre 5th Floor of Times Tower Building. Interested bidders are invited to attend.

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

SECTION II - INSTRUCTIONS TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation to tender is open to all Research Consultant Firms eligible as described in the instructions to Tenderers. 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's employees, committee members, board members and their relative (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 the Kenya Revenue Authority (KRA) to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

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

2.3 Contents of Tender Document

- 2.3.1 The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these Instructions to Tenderers
 - (i) Instructions to Tenderers
 - (ii) General Conditions of Contract
 - (iii) Special Conditions of Contract
 - (iv) Schedule of Requirements
 - (v) Details of Service
 - (vi) Form of Tender
 - (vii) Price Schedules
 - (viii) Contract Form
 - (ix) Confidential Business Questionnaire Form
 - (x) Tender Security Form
 - (xi) Performance Security Form
 - (xii) Principal's or Manufacturers Authorization Form
 - (xiii) Declaration Form

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

2.4 Clarification of Documents

- 2.4.1 A prospective candidate making inquiries of the tender document may notify the KRA in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The KRA will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the KRA. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Tenderers who have received the tender documents".
- 2.4.2 The KRA shall reply to any clarifications sought by the Tenderer within 3 days of receiving the request to enable the Tenderer to make timely submission of its tender.

2.5 Amendment of Documents

- 2.5.1 At any time prior to the deadline for submission of tenders, the 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 an addendum.
- 2.5.2 All prospective Tenderers who 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, the KRA, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of Tender

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

2.7 Documents Comprising of Tender

- 2.7.1 The tender prepared by the Tenderers shall comprise the following components:
- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
 - (b) Documentary evidence established in accordance with Clause 2.11 that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - (c) Tender security furnished is in accordance with Clause 2.12
 - (d) Confidential business questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

- 2.9.1 The Tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices 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 customs duties and VAT and other taxes payable:
- 2.9.3 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding One year (12 months).
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price. The variation can only be applicable after one year
- 2.9.6 Price variation requests shall be processed by the KRA within 30 days of receiving the request

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications

- 2.11.1 Pursuant to paragraph 2.1 the Tenderer shall furnish, as part of its tender, documents establishing the Tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.11.2 The documentary evidence of the Tenderers qualifications to perform the contract if its tender is accepted shall establish to the 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 Invitation to tender.
- 2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.
- 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 denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:
- a) A bank Guarantee.
 - b) Cash.
 - c) Such Insurance Guarantee Approved by the Authority.
 - d) Letter of Credit.
 - e) A guarantee by a deposit taking microfinance institution, Sacco Society , the Youth Enterprise development fund or the Women Enterprise Fund
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the KRA as non-responsive, pursuant to paragraph 2.20.
- 2.12.6 Unsuccessful Tenderer's security will be discharged or returned as promptly as soon as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the KRA.
- 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 specified by the KRA on the Tender Form; or
 - (b) In the case of a successful Tenderer, if the Tenderer fails:
 - (i) to sign the contract in accordance with paragraph 30
 - or**
 - (ii) to furnish performance security in accordance with paragraph 31.
 - (c) If the Tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

- 2.13.1 Tenders shall remain valid for **335 days** or as specified in the invitation to tender after 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 nonresponsive.
- 2.13.2 In exceptional circumstances, the KRA may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its tender security. A Tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

- 2.14.1 The Tenderer 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.
- 2.14.2 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. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

- 2.15.1 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. 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 to tender and the words: **“Do not open before Wednesday 30th January, 2019 at 11.00 a.m”**
- 2.15.2 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”.
- 2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the KRA will assume no responsibility for the tender’s misplacement or premature opening.

2.16 Deadline for Submission of Tenders

- 2.16.1 Tenders must be received by the KRA at the address specified under paragraph 2.15.2 no later than **Wednesday 30th January, 2019 at 11.00 a.m”**.
- 2.16.2 The KRA may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the KRA and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky tenders which will not fit in the tender box shall be received by the KRA as provided for in the appendix.

2.17 Modification and Withdrawal of Tenders

- 2.17.1 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 tender’s is received by the KRA prior to the deadline prescribed for the submission of tenders.
- 2.17.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the Tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.12.7.
- 2.17.5 The KRA may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 The KRA shall give prompt notice of the termination to the Tenderers and on request give its reasons for termination within 14 days of receiving the request from any Tenderer.

2.18 Opening of Tenders

- 2.18.1 The KRA will open all tenders in the presence of Tenderers’ representatives who choose to attend, at 11.00am on **Wednesday 30th January, 2019 at 11.00 a.m”** and in the location specified in the invitation to tender. The Tenderers’ representatives who are present shall sign a register evidencing their attendance.

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

2.18.4 The KRA will prepare minutes of the tender opening which will be submitted to the 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 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 shall be sought, offered, or permitted.

2.19.2 Any effort by the Tenderer to influence the KRA in the KRA's tender evaluation, tender comparison or contract award decisions may result in the rejection of the Tenderers tender.

Comparison or contract award decisions may result in the rejection of the Tenderers' tender.

2.20 Preliminary Examination and Responsiveness

2.20.1 The KRA will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities 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 may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 The KRA may waive any minor informality or nonconformity 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 23, the KRA will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The KRA's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the KRA and may not subsequently be made responsive by the Tenderer by correction of the nonconformity.

2.21 Conversion to a 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 The KRA will evaluate and compare the tenders which have been determined to be

substantially responsive, pursuant to paragraph 2.20

- 2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.
- 2.22.3 The KRA's evaluation of a tender will take into account, in addition to the tender price the technical specifications:
- 2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:
- 2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.
- 2.22.6 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.

2.23 Contacting the KRA

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

2.24 Award of Contract

(a) Post Qualification

- 2.24.1 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.
- 2.24.2 The determination will take into account the Tenderer's 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 2.1.2, as well as such other information as the 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 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

- 2.24.4 Subject to paragraph 2.29 the 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.
- 2.24.5 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. If the KRA determines that none of the Tenderers is responsive; the KRA shall notify

each Tenderer who submitted a tender.

- 2.24.6 **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 Notification of Intention for Award

- 2.25.1 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.
- 2.25.2 The notification of intention to award will NOT constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties.
- 2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the KRA will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

2.26 Signing of Contract

- 2.26.1 At the same time as the KRA notifies the successful Tenderer that its tender has been accepted, the KRA will simultaneously inform the other Tenderers that their tenders have not been successful.
- 2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful Tenderer shall sign and date the contract and return it to the KRA.
- 2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.27 Performance Security

- 2.27.1 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.
- 2.27.2 Failure of 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 the KRA may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

- 2.28.1 The 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.
- 2.28.2 The 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;
- 2.28.3 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 procurement of services shall complement or amend the provisions of 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.

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	The tender is open to Research Consultant Firms who have appropriate and valid accreditations.
2.1.3	Declaration of No Conflict of Interest is provided for in the Confidential Business Questionnaire.
2.3.2	Bid document shall be downloaded from the Kenya Revenue Authority website. No charge for the tender document.
2.10.4	Tender Validity Period 335 days from “Wednesday 30th January, 2019 at 11.00 a.m”
2.11.1	Tender prices must be quoted in Kenya Shillings.
2.13.3	The clause-by-clause commentary of the requirements is given on table on page 27
2.14.1	A tender security in the form of either a Bank Guarantee OR a guarantee issued by an Insurance Company registered with the Insurance Regulatory Authority is not required The amount of Tender security required is Not Required.
2.16.2	The bidder must provide an appropriate written power of Attorney establishing the authorization of the signatory to the tender documents to bind the bidder.
2.17	This tender is based on one bid envelope system. The bidder must submit a bid which has combined Technical and Financial proposal in one envelope Bids must be submitted in two (2) copies.
2.18.1	Time, date, and place for bid opening are: 11:00 hours, local time, on Wednesday 30th January, 2019 at 11.00 a.m Place: Convention Centre on the 5th Floor of Times Tower Building. Street: Haile Selassie Avenue City: Nairobi Country: Kenya.
2.20	Opening of the combined Technical and Financial Proposals will be done in public at the time of closing the tender.
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	<p>Bidders must conform to the specific Technical Requirements in Section IV.</p> <p>The evaluation of the responsive bids will take into account technical factors, in addition to cost factors. The bid meeting the minimum technical score will be evaluated financially.</p> <p>The bid then with the lowest price shall be considered for award</p>
2.25	KRA shall not grant any margin of preference.
2.27.4	<p>The evaluation of the responsive bids will take into account technical factors, in addition to cost factors. An Evaluated bid Score will be calculated for each responsive bid.</p> <p>The bid with the highest Evaluated Bid Score (among responsive bids shall be termed the Lowest Evaluated Bid and is eligible for Contract award.</p> <p>The evaluation will be based on each of the three groups and bidders must quote for all the covers in the group.</p>
2.30	The performance security required will be 10% of the Contract Value.

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

3.2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other part of contract.

3.3 Standards

3.3.1 The services provided under this Contract shall conform to the standards mentioned in the Schedule of requirements

3.4 Use of Contract Documents and Information

- 3.4.1 The Tenderer shall not, without the KRA’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the KRA in connection therewith, to any person other than a person employed by the Tenderer in the performance of the Contract.
- 3.4.2 The Tenderer shall not, without the KRA’s prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above.
- 3.4.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the KRA and shall be returned (all copies) to the KRA on completion of the Tenderer’s performance under the Contract if so required by the KRA.

3.5 Patent Rights

The Tenderer shall indemnify the KRA against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the

services under the contract or any part thereof.

3.6 Performance Security

- 3.6.1 Within thirty (30) days of receipt of the notification of Contract award, the successful Tenderer shall furnish to the KRA the performance security where applicable in the amount specified in Special Conditions of Contract.
- 3.6.2 The proceeds of the performance security shall be payable to the KRA as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 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) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit
- 3.6.4 The performance security will be discharged by the KRA and returned to the candidate not later than thirty (30) days following the date of completion of the Tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspection and Tests

- 3.7.1 The KRA or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The KRA shall notify the Tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.7.2 The inspections and tests may be conducted on the premises of the Tenderer or its subcontractor(s). If conducted on the premises of the Tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the KRA.
- 3.7.3 Should any inspected or tested services fail to conform to the Specifications, the KRA may reject the services, and the Tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the KRA.
- 3.7.4 Nothing in paragraph 3.7 shall in any way release the Tenderer from any warranty or other obligations under this Contract.

3.8 Payment

- 3.8.1 The method and conditions of payment to be made to the Tenderer under this Contract shall be specified in SCC.

3.9 Prices

- 3.9.1 Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the Tenderer in its tender or in the KRA's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 Assignment

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

3.11 Termination for Default

- 3.11.1 The KRA may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Tenderer, terminate this Contract in whole or in part:
- (a) if the Tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the KRA.
 - (b) if the Tenderer fails to perform any other obligation(s) under the Contract.
 - (c) if the Tenderer, in the judgment of the KRA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 3.11.2 In the event the KRA terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the Tenderer shall be liable to the KRA for any excess costs for such similar services.

3.12 Termination for Insolvency

The KRA may at any time terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the KRA.

3.13 Termination for Convenience

- 3.13.1 The KRA by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the KRA convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination the KRA may decide to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of Disputes

- 3.14.1 The KRA's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

- 3.14.2 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 that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15 Governing Language

- 3.15.1 The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

3.16 Force Majeure

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

3.17 Applicable Law

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

3.18 Notices

- 3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC.
- 3.18.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

- 4.1. Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2. Special Conditions of contract with reference to the General Conditions of Contract.

General Conditions of Contract Reference	Special Conditions of Contract
3.1	Provision of Consultancy Services for various surveys for Lot 1, 2 & 3 shall be for a period of Three (3) Months starting 20th March, 2019 to 26th June, 2019 .
3.6	The performance bond must be issued in the form of a bank guarantee. The bank guarantee must be valid in Kenya and be at least 10% of the contract value.
3.8	The Kenya Revenue Authority's payment terms are that payment shall be made within thirty (30) days from the date of provision of service.
3.9	Prices charged by the Tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the Tenderer in its tender. All prices quoted by the Tenderers must be inclusive of all taxes, discounts and delivery costs to Times Tower, Nairobi, Kenya
3.14	Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably, shall be referred by either Party to arbitration in accordance with the Laws of Kenya then obtaining. 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.
3.17	The applicable law is the Kenyan Law.
3.18	The address of the Kenya Revenue Authority is: Kenya Revenue Authority Deputy Commissioner-Supply Chain Management Times Tower Building, 25th Floor, P.O Box 48240 – 00100 GPO, Tel. +254 020 310900 Nairobi, Kenya. Email erprocurement@kra.go.ke website: www.kra.go.ke

SECTION V - SCHEDULE OF REQUIREMENTS

5.1 General

The Kenya Revenue Authority requires Consultancy Services through competent Research Consultants to undertake various surveys.

5.2 Submission of Bids

- (i) The Tenderer must submit a One-envelope bid in the following format:

Technical:- comprising of the following documents

- ♦ Tender Notice
- ♦ Invitation for Tender
- ♦ Form of Tender
- ♦ Tender Security
- ♦ Power of Attorney
- ♦ Certificate of Incorporation
- ♦ Duly Completed Confidential Business Questionnaire.
- ♦ Schedule of Requirements

- (ii) Sealing and Marking of Bids:

The inner envelopes should be clearly marked as follows:

**ORIGINAL COMBINED TECHNICAL &
FINANCIAL**

A. KRA/HQS/RFP-028/2018-2019

**COPY COMBINED TECHNICAL &
FINANCIAL**

B.KRA/HQS/RFP-028/2018-2019

The envelopes shall then be sealed in an outer envelope.

The inner and outer envelopes shall be addressed to:

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

5.3 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
1	Submission of Tender Documents <ul style="list-style-type: none">▪ One envelope - bid▪ Form of Tender duly filled, signed and stamped▪ Power of Attorney (except for sole proprietors)
2	Company Profile of Consultancy services. <ul style="list-style-type: none">▪ Certificate of Incorporation/ Registration▪ Article and Memorandum of Association▪ Confidential Business Questionnaire duly filled, signed and stamped
3	Financial Resources <p>Submit:</p> <ul style="list-style-type: none">▪ Reference letter from a bank showing ability to acquire credit and how much.
4	Social Obligations <p>Submit certificate of compliance for the following;</p> <ul style="list-style-type: none">▪ A valid Tax Compliance Certificate

5.4 Vendor Evaluation Criteria

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

The documents submitted will be evaluated for suitability and awarded marks which will contribute to a maximum 30 marks.

No.	Description	Scoring Criteria	Scores
Institutional and Lead Consultant Capacity (30%)			
A.	Relevant Experience-5 %		
	<ul style="list-style-type: none"> Registered with 5 years' experience in conducting countrywide surveys. 	<2 year 2 – 5 years ≥ 5 years	0.5% 1.5% 2.5%
	<ul style="list-style-type: none"> 5 years' experience conducting countrywide surveys for government, MDAs. 	<2 year 2 – 5 years ≥ 5 years	0.5% 1.5% 2.5%
B.	Adequacy and appropriateness of references/similar work in scope (5%). <ul style="list-style-type: none"> Have undertaken a similar survey for an organization the size of KRA or larger Have undertaken a similar survey for an organization smaller than KRA No similarity 	5% 3.5% 1%	5% 3.5% 1%
C.	Financial Capacity Finance (i.e. ability to fund the survey) (5%) Demonstrate the ability to fund the survey. <ul style="list-style-type: none"> Evidenced with a letter from the Bank Evidenced with Audited Financial statements for the last (3 years) 	2.5% 2.5%	2.5% 2.5%
D.	CV of Lead Consultant and key staff (15% distributed as follows: 5% for lead consultant and 10% for the two key personnel) <ul style="list-style-type: none"> Years of experience of the Lead Consultant related to research work. Years of experience of Key personal staff related to research work (2 key staff) 	<2 year 2 – 5 years ≥ 5 years	1% 2.5% 5%
Total Score			30
Cut-off Score			26

The Cut Off scores for vendor evaluation is **26**; bidders who shall **score 26** and above shall proceed for technical evaluation.

5.5 TECHNICAL EVALUATION CRITERIA

Bidders must meet all the requirements in the technical proposal. The Cut Off scores for technical evaluation is **40**; bidders who shall score **35** and above shall proceed to financial evaluation where the lowest evaluated responsive bidder shall be proposed for award.

No.	Description	Scoring Criteria	Scores
Technical Proposal (40%)			
A.	Understanding and interpretations of terms of references (10%)	Coverage	3%
		Scope of work	4%
		Deliverables	3%
	Suitability of the methodology (15%) Proposed methodology for addressing each objective.	<ul style="list-style-type: none"> • Sampling and proposed sample size, 5% • Proposed sample distribution. 5% • Questionnaire and other Survey Instruments 5% 	
	Time and activity schedule (5%) Activity schedule	<ul style="list-style-type: none"> • < 3 months 5% • ≥ 3 months 0% 	
B.	Comprehensive understanding of key aspects, in particular, stratification and analysis of survey data (10%) <ul style="list-style-type: none"> • Previous experience in conducting similar surveys. 	<2 year.	1%
		2 – 5 years.	3%
		≥ 5 years	5%
	<ul style="list-style-type: none"> • Previous experience in using stratified sampling in countrywide surveys and analysis of survey data (5%). Stratification is key in achieving the intended coverage and representativeness of groups based on regions, departments, stations, sectors, associations and clubs. <p>Provide at least (2) clients reference letters relevant to the task needed for the last 5 years which are conducted countrywide for government, MDAs.</p>	<2 year 1% 2 – 5 years 3% ≥5 years 5%	
	Total Score	40	
	Cut-off Score	35	

Overall Tender Evaluation Criteria

Criteria	Maximum Score/Requirement	Cut Off Mark
Tender Responsiveness	Mandatory	Mandatory
Vendor Evaluation	30	26
Technical Specifications	40	35
Financial Evaluation	The lowest evaluated bidder.	
The award will be done per lot. A bidder may apply for one or the two lots. The firm to be considered for award is the Lowest quoted upon satisfying all the other requirements as laid in the tender document.		

SECTION VI - TERMS OF REFERENCE

LOT 1 : WORK ENVIRONMENT AND EMPLOYEES SATISFACTION SURVEY

1. About Kenya Revenue Authority

The Kenya Revenue Authority was established by an Act of Parliament (Cap 469) on 1st July 1995 as a central body for the assessment and collection of revenue, for the administration and enforcement of the laws relating to revenue and to provide for connected purposes.

In particular, the functions of the Authority are: -

- To assess, collect and account for all revenues in accordance with specific laws set out in the first part of the First Schedule and the revenue provisions of the second part of the First Schedule¹,
- To advise on matters relating to the administration of, and collection of revenue under the written laws or the specified provisions of the written laws.
- To perform such other functions in relation to revenue as the Minister (for Finance) may direct.

2. The Organizational Governance and Management

KRA governance and management structure is organized as per the recommended international best practice for Semi-Autonomous Revenue Authorities (SARAs). An independent Board of Directors is the governing body as set out in the KRA Act Cap (469). The Board of Directors is responsible for the review and approval of policies and monitoring the functions of KRA. The day to day management of the Authority is the responsibility of the Commissioner General, assisted by Revenue and Support Commissioners and other departmental heads who include:

- i. Commissioner, Customs and Border Control (C&BC),
- ii. Commissioner, Domestic Taxes Department (DTD),
- iii. Commissioner, Investigations and Enforcement (I&E),

- iv. Commissioner, Intelligence and Strategic Operations (I&SO),
- v. Commissioner, Strategy, Innovation and Risk Management (SIRM),
- vi. Commissioner, Legal Services & Board Coordination (LSBC) and
- vii. Commissioner, Corporate Support Services Department (CSSD).
- viii. Deputy Commissioner, Internal Audit
- ix. Deputy Commissioner, Marketing and Communication
- x. Deputy Commissioner, Transformation Leadership Office
- xi. Head, Kenya School of Revenue Administration

In addition, there are 7 Regional Offices, namely Southern Region (headquartered in Mombasa), Central Region (headquartered in Nyeri), North Rift Region (headquartered in Eldoret), South Rift Region (headquartered in Nakuru), Western Region (headquartered in Kisumu), Nairobi Region (headquartered in Nairobi) and Northern Region (headquartered in Embu) which are headed by regional coordinators. There are a number of stations under each of the 7 regions headed by station managers.

The Authority has functional based structure. This structure provides for a single point of access for taxpayer enquiries, common registration function, unique identification numbers for each taxpayer, a single accounting framework, enforcement and audit across taxes, dedicated information processing operations, and common support functions.

3. Background of the survey

Over the period of 1995/1996 to 2015/16, tax revenue collection has been on upward trend. Revenue collection rose from Kshs. 122 billion in 1995/96 to Kshs. 1,436 billion in 2017/18. The 2017/18 collections of Ksh1,436 billion achieved 93.1% of the set target of 1,541 billion with a variance of 106 billion. The 2017/18 figure however recorded an increase of 5.1% compared to the previous financial year (2016/17) revenue collection of 1,365 billion. Revenues have shown a positive growth from 1995/96 to present period. This strong revenue performance has been matched by improvements in customer service, primarily driven by initiatives in automation, integrity and enhancing professionalism in service delivery. During the sixth corporate plan period, KRA seeks to achieve revenue mobilization targets through automation and modernization in a way that enhances customer services.

Despite its considerable achievements in minimising customer compliance costs over the time, there is need for KRA to continue enhancing its service levels. Over the past years, various surveys and reports have exposed the weaknesses in service delivery. KRA is cognisant of the fact that the first step to improving customer compliance is by building trust through facilitation. In the Seventh Corporate Plan KRA aims to raise customer satisfaction level to 80% from 67% in 2016/17. This requires a significant improvement in employee satisfaction and work environment (given a causal relationship moving from employee satisfaction to customer satisfaction). KRA has also been conducting work environment and employee satisfaction surveys where the Overall Work Environment Index for 2017 was 66% which was a 13% increase from 53% in 2015/16, implying significant changes in the performance of the different work environment elements. On the other hand, the overall employee satisfaction index for 2017 was 67% which was a 2% increase from 65% in 2013/14, implying significant changes in the performance of different employee satisfaction elements

4. Coverage of the Survey:

This will cover KRA members of staff who are approximately 5,571 and are geographically spread across the country. The survey will therefore identify and select representative sample groups based on regions, departments, years of service and work stations.

5. Objective of the survey

The main objective of the survey will be to assess the level of KRA staff satisfaction and the work environment and perception of the organization so as to enable the authority to progressively monitor trends and emerging issues related to employees work environment as well as evaluate the effectiveness of interventions in place. Specifically, the work environment and employee satisfaction survey will seek to:

- i. Find out staff perception of the Working Environment
- ii. Determine the percentage (%) of processes operating within turnaround times;
- iii. Determine the ratio of staff to equipment;
- iv. Determine the percentage (%) office space utilization per staff
- v. Determine the percentage (%) ICT systems availability Ratio
- vi. Determine the percentage (%) of obsolete equipment replaced

- vii. Measure staff satisfaction with regard to handling of repairs and maintenance of fixed assets
- viii. To compute a security and safety index of the working environment
- ix. Measure satisfaction with the safety of fire exists
- x. Determine the level of satisfaction with regard to transport facilities;
- xi. Determine the level of satisfaction with regard to coordination and handling of housing, security and office services;
- xii. Measure the satisfaction of staff in the provision of insurance services on work;
- xiii. Measure satisfaction with office location;
- xiv. Determine the satisfaction levels with provision of air/road travel services
- xv. To determine the level of satisfaction with regard to coordination and handling of housing services
- xvi. To establish level of staff knowledge of KRA vision and mission and core values
- xvii. To determine the percentage of staff who adhere to core values
- xviii. To evaluate the level of staff satisfaction with their job, remuneration, staff benefits and welfare
- xix. To determine the level of staff motivation, morale, engagement and recognition by management
- xx. To determine the extent of training among staff
- xxi. To determine the effectiveness of supervision, evaluation and appraisal of staff
- xxii. To develop a leadership index for KRA and use it determine overall rating of leadership in KRA
- xxiii. To evaluate the Impact of Team building Programme, Change Management in KRA and other programmes
- xxiv. To establish the extent to which knowledge creation, knowledge sharing and innovations are encouraged and nurtured in KRA
- xxv. To find out staff intentions to turnover and what drives the intentions
- xxvi. To evaluate the effectiveness of communication within KRA
- xxvii. To find the extent to which staff are familiar with Pension Schemes Operations
- xxviii. To develop a composite measure of the overall level of staff satisfaction
- xxix. Compute the staff perception index of the working environment

- xxx. Identify specific areas that require improvement and recommend measures to enhance work environment and productivity;

6. Purpose

The purpose of engaging a consultant is to undertake Work environment and employee satisfaction surveys aims at establishing the current state of work environment and employee satisfaction to enable the Authority progressively monitor trends and emerging issues as well as evaluate the effectiveness of interventions put in place to improve work environment which has direct impact on employee satisfaction and customer satisfaction. The survey is expected to seek KRA employees' views, opinions and expectations of what and how KRA could improve on service delivery.

7. Scope of the work

The specific tasks to be undertaken by the consultant shall include but not limited to:

- a) Review previous surveys and other necessary documents
- b) Produce an inception report summarizing information needs, methodology to be used and work schedule for the field visits
- c) Demonstrate how data will be collected including the sampling framework, data sources and survey tools such as questionnaires. Design and develop all the required survey tools and instruments.
- d) Pretesting the questionnaires.
- e) Plan, design and implement training of enumerators and supervisors in agreement with KRA.
- f) Undertake all the fieldwork
- g) Plan, coordinate and facilitate all the focus group meetings and discussions
- h) Design and develop data entry plan, and ensure its implementation.
- i) Data analysis.
- j) Prepare and submit draft report, and discussing the same with KRA for comments. The report should be comprehensive and outline detailed specific findings and recommendations for each specific objective. The report must be arranged under the following chapters: **Introduction**(Background), **Literature review** (Theoretical and empirical literature review), **Methodology, Data analysis &**

Survey findings and finally Conclusion & Recommendations

- k) Preparation and presentations of summarized and detailed final reports incorporating comments.
- l) Presentation of the findings to different stakeholders in KRA.
- m) Overall recommendation emanating from all the surveys – analysis of the different groups and areas of synergy or quick wins.

8. Deliverables

For each survey, the consultant is expected to produce:

- a. Final and completed questionnaires.
- b. Data entry plan and codebook
- c. A complete dataset in excel and either SPSS or Stata
- d. Four (4) printed copies and two (2) electronic copies of the report in English.

All data and information shall be treated as confidential and shall not without written permission of KRA be made available to any third party. Consultant shall undertake not to disclose any information or part of the report to third parties without the written permission of KRA. All documents, data and information shall be returned to KRA upon completion of each survey.

9. Consultant Experience

9.1. Qualification

9.1.1. Firm

- Registered and have at **least five (5) years'** experience in conducting surveys.
- At least five (5) years' experience conducting countrywide surveys for government, government agencies or intergovernmental organizations in Kenya.
- A staff capacity of at least five (5) permanent employees with relevant experience
- Conducted at least one similar survey for government, government agencies or intergovernmental organizations in Kenya
- Demonstrate the ability to fund the survey
- Tax compliant.

9.1.2. Lead Consultant

- A minimum of a masters' degree in statistics or economics from a recognized

university.

- At least five (5) years post-qualification experience in conducting surveys.
- Experience in collection, entry and analysis of survey data.
- Previous experience in sampling procedures and analysis of survey data.
- Ability to produce clear, concise and high quality reports.
- Strong interpersonal and communication skills.
- Tax compliant.

At least two (2) other key personnel should have a minimum of three (3) years post-qualification experience in conducting surveys and data analysis.

9.1.3. All bids must contain:

- a) The profile of the firm,
- b) CV of the lead consultant and at least two (2) other key personnel who have worked for the company for at least three (3) years,
- c) Staff establishment and the number of years each staff have worked with the company,
- d) Evidence of ability to finance the survey,
- e) Reports produced for similar work undertaken in the past two years (include client names and their contacts), and
- f) Technical proposal detailing the consultant's understanding of the TOR, the proposed methodology for conducting the surveys, proposed sample and distribution, time and activity schedule.

LOT 2 : CUSTOMER SATISFACTION SURVEY- TERMS OF REFERENCE

1. About Kenya Revenue Authority

The Kenya Revenue Authority was established by an Act of Parliament (Cap 469) on 1st July 1995 as a central body for the assessment and collection of revenue, for the administration and enforcement of the laws relating to revenue and to provide for connected purposes.

In particular, the functions of the Authority are: -

- To assess, collect and account for all revenues in accordance with specific laws set out in the first part of the First Schedule and the revenue provisions of the second part of the First Schedule²,
- To advise on matters relating to the administration of, and collection of revenue under the written laws or the specified provisions of the written laws.
- To perform such other functions in relation to revenue as the Minister (for Finance) may direct.

2. The Organizational Governance and Management

KRA governance and management structure is organized as per the recommended international best practice for Semi-Autonomous Revenue Authorities (SARAs). An independent Board of Directors is the governing body as set out in the KRA Act Cap (469). The Board of Directors is responsible for the review and approval of policies and monitoring the functions of KRA. The day to day management of the Authority is the responsibility of the Commissioner General, assisted by Revenue and Support Commissioners and other departmental heads who include:

- xii. Commissioner, Customs and Border Control (C&BC),
- xiii. Commissioner, Domestic Taxes Department (DTD),
- xiv. Commissioner, Investigations and Enforcement (I&E),
- xv. Commissioner, Intelligence and Strategic Operations (I&SO),
- xvi. Commissioner, Strategy, Innovation and Risk Management (SIRM),
- xvii. Commissioner, Legal Services & Board Coordination (LSBC) and
- xviii. Commissioner, Corporate Support Services Department (CSSD).
- xix. Deputy Commissioner, Internal Audit

- xx. Deputy Commissioner, Marketing and Communication
- xxi. Deputy Commissioner, Transformation Leadership Office
- xxii. Head, Kenya School of Revenue Administration

In addition, there are 7 Regional Offices, namely Southern Region (headquartered in Mombasa), Central Region (headquartered in Nyeri), North Rift Region (headquartered in Eldoret), South Rift Region (headquartered in Nakuru), Western Region (headquartered in Kisumu), Nairobi Region (headquartered in Nairobi) and Northern Region (headquartered in Embu) which are headed by regional coordinators. There are a number of stations under each of the 7 regions headed by station managers.

3. Background to the survey

Over the years KRA has undertaken several customer satisfaction surveys in different areas to establish baselines as well as understand different underlying issues. Over the 2009-2017 period, we successfully scaled up customer service from 62% in 2009 to 72% in 2016/17.

4. Objective of the survey

The purpose of engaging a consultant is to undertake a customer satisfaction survey. The surveys aim at establishing the current levels of customer satisfaction to enable the Authority progressively monitor trends and emerging issues as well as evaluate the effectiveness of interventions in place. The survey is expected to gather citizens' views, opinions and expectations of what and how KRA could improve on service delivery.

Specifically, the survey should:

- i.) Determine overall customer satisfaction by touch point and service outlet;
- ii.) Evaluate the customers' perception towards our services;
- iii.) To identify the gaps and service opportunities that exists in the marketplace in relation to revenue collection;
- iv.) Identify the customer perceptions about the ease of paying taxes and trading across borders
- v.) Identify Kenya Revenue Authority's key areas of strength / excellence' based on our customer's perceptions;
- vi.) Identify Kenya Revenue Authority's key areas of weakness' based on our customer's perception;
- vii.) Identify gaps in service delivery and the priority areas of improvement which will drive customer satisfaction;

- viii.) Establish the extent, to which KRA is adhering to Customer Service Standards and Taxpayer's Charter;
- ix.) Establish the effectiveness of taxpayer education programs;
- x.) To provide comparative analysis of the Authority's service delivery and competitor positioning if any;
- xi.) Develop mystery shoppers for our service touch points;
- xii.) Develop the following matrices which will be tracked over time: Customer Satisfaction Index, Net Promoter Score, Customer Effort Score and Loyalty Score;
- xiii.) Identify the sources and frequency of taxpayer complaints in regard to service delivery;
- xiv.) Determine taxpayers' awareness of KRA services through the various modes of communication used;
- xv.) Determine taxpayers' views on tax compliance
- xvi.) Determining the impact of KRA reforms on service delivery; and
- xvii.) Propose Service Improvement Measures.

5. Coverage Satisfaction Survey

This survey will cover all the KRA regions including border stations encompassing citizens, taxpayers and business that receive services from or have interacted with any of the KRA departments. The survey will focus on representative samples of different sectors, associations, clubs such as Professional associations; Kenya International Freight and Warehousing Association (KIFWA), Institute of Certified Public Accountant of Kenya (ICPAK), Kenya Association of Manufacturers (KAM), Kenya Association of Auto Bazaar (KABA), Matatu Welfare Association, Matatu Owners Association, large fleet owners, Law Society of Kenya (LSK), Association of Kenya Insurers (AKI), financial institutions, government ministries and agencies, audit & tax consultancy firms (such as Deloitte & Touche, Ernst & Young, KPMG, Price Waterhouse Coopers) among others.

Others: potential taxpayers, special groups and general public.

6. Scope of the work

The specific tasks to be undertaken by the consultant shall include but not limited to:

- i.) Review previous surveys and other necessary documents
- ii.) Produce an inception report summarizing information needs, methodology to be used and work schedule for the field visits
- iii.) Demonstrate how data will be collected including the sampling framework, data sources and survey tools such as questionnaires. Design and develop all the required survey tools and instruments.
- iv.) Pretesting the questionnaires.
- v.) Plan, design and implement training of enumerators and supervisors in agreement with KRA.
- vi.) Undertake all the fieldwork
- vii.) Plan, coordinate and facilitate all the focus group meetings and discussions
- viii.) Design and develop data entry plan, and ensure its implementation.
- ix.) Data analysis.
- x.) Prepare and submit draft report, and discussing the same with KRA for comments. The report should be comprehensive and outline detailed specific findings and recommendations for each specific objective.
- xi.) Preparation and presentations of summarized and detailed final reports incorporating comments.
- xii.) Presentation of the findings to different stakeholders in KRA.
- xiii.) Overall recommendation emanating from all the surveys – analysis of the different groups and areas of synergy or quick wins.

7. Deliverables

The consultant is expected to produce:

- i. Final and completed questionnaires.
- ii. Data entry plan and codebook
- iii. A complete dataset in excel and either SPSS or Stata
- iv. Four (4) printed copies and two (2) electronic copies of a comprehensive report in English
- v. Any other information forming part of the report

All data and information shall be treated as confidential and shall not without written permission of KRA be made available to any third party. Consultant shall undertake not to disclose any information or part of the report to third parties without the written permission of KRA. All documents, data and information shall be returned to KRA upon completion of the survey.

8. Consultant Experience

8.1 Qualification

8.1.1 Firm

- Registered and have at least five (5) years' experience in conducting surveys.
- At least five (5) years' experience conducting countrywide surveys for government, government agencies or intergovernmental organizations in Kenya.
- A staff capacity of at least five (5) permanent employees with relevant experience
- Conducted at least one similar survey for government, government agencies or intergovernmental organizations in Kenya
- Demonstrate the ability to fund the survey
- Tax compliant.

8.1.2 Lead Consultant

- A minimum of a masters' degree in statistics or economics from a recognized university.
- At least five (5) years post-qualification experience in conducting surveys.
- Experience in collection, entry and analysis of survey data.
- Previous experience in sampling procedures and analysis of survey data.
- Ability to produce clear, concise and high quality reports.
- Strong interpersonal and communication skills.
- Tax compliant.
- At least two (2) other key personnel should have a minimum of **three (3) years** post-qualification experience in conducting surveys and data analysis.

8.2 All bids must contain:

- g) The profile of the firm,
- h) CV of the lead consultant and at **least two (2)** other key personnel who have worked for the company for at least three years,
- i) Staff establishment and the number of years each staff have worked with the company,
- j) Evidence of ability to finance the survey,
- k) Reports produced for similar work undertaken in the past two years (include client names and their contacts).
- l) A technical proposal detailing the consultant's understanding of the TOR, the proposed

methodology for conducting the surveys, proposed sample and distribution, time and activity schedule.

LOT 3 : CORRUPTION PERCEPTION SURVEY- TERMS OF REFERENCE

1. About Kenya Revenue Authority

The Kenya Revenue Authority was established by an Act of Parliament (Cap 469) on 1st July 1995 as a central body for the assessment and collection of revenue, for the administration and enforcement of the laws relating to revenue and to provide for connected purposes.

In particular, the functions of the Authority are: -

- To assess, collect and account for all revenues in accordance with specific laws set out in the first part of the First Schedule and the revenue provisions of the second part of the First Schedule³,
- To advise on matters relating to the administration of, and collection of revenue under the written laws or the specified provisions of the written laws.
- To perform such other functions in relation to revenue as the Minister (for Finance) may direct.

2. The Organizational Governance and Management

KRA governance and management structure is organized as per the recommended international best practice for Semi-Autonomous Revenue Authorities (SARAs). An independent Board of Directors is the governing body as set out in the KRA Act Cap (469). The Board of Directors is responsible for the review and approval of policies and monitoring the functions of KRA. The day to day management of the Authority is the responsibility of the Commissioner General, assisted by Revenue and Support Commissioners and other departmental heads who include:

- xxiii. Commissioner, Customs and Border Control (C&BC),
- xxiv. Commissioner, Domestic Taxes Department (DTD),
- xxv. Commissioner, Investigations and Enforcement (I&E),
- xxvi. Commissioner, Intelligence and Strategic Operations (I&SO),
- xxvii. Commissioner, Strategy, Innovation and Risk Management (SIRM),
- xxviii. Commissioner, Legal Services & Board Coordination (LSBC) and
- xxix. Commissioner, Corporate Support Services Department (CSSD).
- xxx. Deputy Commissioner, Internal Audit

- xxxi. Deputy Commissioner, Marketing and Communication
- xxii. Deputy Commissioner, Transformation Leadership Office
- xxiii. Head, Kenya School of Revenue Administration

In addition, there are 6 Regional Offices, namely Southern Region (headquartered in Mombasa), Central Region (headquartered in Nyeri), North Rift Region (headquartered in Eldoret), South Rift Region (headquartered in Nakuru), Western Region (headquartered in Kisumu), and Northern Region (headquartered in Embu) which are headed by regional coordinators. There are a number of stations under each of the 7 regions headed by station managers.

3. Background to the survey

A key focus area of KRA is to build Public confidence in the integrity, professional competence and service orientation of our staff. Our focus on the integrity front is to move from an environment where integrity is assured through programmes (enforcement) to one where ethical values are lived and seen to be lived values. This will ensure that we meet the requirements of the Leadership and Integrity Act, 2012, which requires us to carry out our duties in a way that maintains public confidence in the integrity of the office. This requires that KRA moves towards the level 5 (zero tolerance to corruption) which requires internal controls to mitigate corruption and their effectiveness constantly reviewed.

In the Sixth Corporate Plan, KRA aimed at improving the citizen's perception towards KRA by undertaking initiatives geared towards enhancing integrity among staff and taxpayers with the expected outcome being to reduce the perception. An external survey conducted in 2016/17 revealed that the overall corruption perception index reduced significantly from 52.7% in 2014 to 32% in 2017, an improvement of 20.7% from 2013/14 survey. In addition, East Africa Bribery index (EABI) computed by Transparency International (TI) indicated that the aggregate composite index on tax sector reduced to 12.9% in 2017 from 23.1% in 2014, a negative variance of 10.2%. However, there still some distance to go in all aspects of controlling corruption in KRA. Further, SDG 16 requires us to become an accountable, effective and transparent institution, and to reduce *corruption and bribery* which forms a priority for KRA. This calls for the need to conduct a corruption perception survey to assess the level of corruption perception and evaluate the impact of the initiatives undertaken to enhance integrity in KRA.

The purpose of engaging a consultant is to undertake corruption perception survey. The survey

aims at establishing the current corruption perception levels, to enable the Authority progressively monitor trends and emerging issues as well as evaluate the effectiveness of interventions in place. The survey is expected to gather citizens' and KRA employees' views, opinions and expectations of what is doing and how KRA could improve on service delivery.

4. Objective of the survey

The main objective of the survey is to establish taxpayers' perception of the current levels of corruption in KRA.

Specifically, the survey should:

- i. Determine the quality of service delivery as perceived by taxpayers;
- ii. Develop a composite measure of corruption perception and use it to determine the overall rating of the current level of perceived corruption;
- iii. Establish the extent and forms of corruption prevalent in KRA;
- iv. Identify gaps in service delivery bringing about perceived corruption;
- v. Identify corruption risk areas as perceived by KRA's stakeholder
- vi. Determine the level of professionalism, integrity, and fairness being espoused by KRA staff in the course of their work; and
- vii. Propose measures to eradicate /reduce corruption.

5. Coverage of the Survey

This survey will cover all the KRA regions including border stations encompassing; KRA staff, citizens, taxpayers and business that receive services from or have interacted with any of the KRA departments. The survey will focus on representative samples of different sectors, associations, clubs such as Professional associations; Kenya International Freight and Warehousing Association (KIFWA), Institute of Certified Public Accountant of Kenya (ICPAK), Kenya Association of Manufacturers (KAM), Kenya Association of Auto Bazaar (KABA), Matatu Welfare Association, Matatu Owners Association, large fleet owners, Law Society of Kenya (LSK), Association of Kenya Insurers (AKI), financial institutions, government ministries and agencies, audit & tax consultancy firms (such as Deloitte & Touche, Ernst & Young, KPMG, Price Waterhouse Coopers) among others.

Others: potential taxpayers, special groups and general public.

6. Current situation with regards to Corruption Perception Surveys

Over the past years, KRA has conducted a number of Corruption perception surveys to

establish the levels of perceived corruption of its staff. The most recent corruption perception survey was conducted in 2016/17 which revealed that the overall corruption index reduced from 52.73% in 2013/14 to 32% in the year 2016/17. It is expected that the consultant once on board will review surveys previously carried out to build on the existing information and body of knowledge.

7. Scope of the work

The specific tasks to be undertaken by the consultant shall include but not limited to:

- i. Review previous surveys and other necessary documents
- ii. Prepare an inception report summarizing information needs, methodology to be used and work schedule for the field visits
- iii. Design and develop all the required survey tools and instruments in line with the EACC Corruption Perception Survey guidelines.
- iv. Demonstrate how data will be collected including the sampling framework, data sources and survey tools such as questionnaires.
- v. Pretesting the questionnaires.
- vi. Plan, design and implement training of enumerators and supervisors in agreement with KRA.
- vii. Undertake all the fieldwork
- viii. Plan, coordinate and facilitate all the focus group meetings and discussions
- ix. Design and develop data entry plan, and ensure its implementation.
- x. Data analysis.
- xi. Prepare and submit draft report, and discussing the same with KRA for comments. The report should be comprehensive and outline detailed specific findings and recommendations for each specific objective.
- xii. Preparation and presentations of summarized and detailed final report incorporating comments.
- xiii. Presentation of the findings to different stakeholders in KRA.
- xiv. Overall recommendation emanating from the survey – analysis of the different groups and areas of synergy or quick wins.

8. Guidelines on Methodology and Research Tools

The consultant is expected to develop and apply an appropriate methodology that adheres to **EACC guidelines** for conducting Corruption Perception Surveys. The guidelines prescribe

that the following methodology and research tools be employed during the survey:

1. The data should be collected from different categories of taxpayers, staff and management.
2. Develop adequate instruments to capture information on all the key aspects of the survey.
3. Similarly, the consultant will compute the following corruption perception indices as stipulated in EACC guidelines: -
 1. Corruption Practices Index
 2. Corruption Pressure Index
 3. Spread of corruption Index
 4. Expectation about the future of Corruption Index

Each of the **four (4) indices** should be standardized to 10.

Ensure that the respondents for this survey are sampled appropriately to ensure consistency, diversity and transparency. The sample should focus on respondents from different sectors, professional associations, financial institutions, government ministries and agencies, audit and tax consultancy firms among others.

9. Deliverables

The consultant is expected to produce:

- vi. Final and completed questionnaires.
- vii. Data entry plan and codebook
- viii. A complete dataset in excel and either SPSS or Stata
- ix. Four (4) printed copies and two (2) electronic copies of a comprehensive report in English
- x. Any other information forming part of the report

All data and information shall be treated as confidential and shall not without written permission of KRA be made available to any third party. Consultant shall undertake not to disclose any information or part of the report to third parties without the written permission of KRA. All documents, data and information shall be returned to KRA upon completion of each survey.

10. Consultant Experience

a. Qualification

i. Firm

- Registered and have at least five (5) years' experience in conducting surveys.
- At least five (5) years' experience conducting countrywide surveys for government, government agencies or intergovernmental organizations in Kenya.
- A staff capacity of at least five (5) permanent employees with relevant experience
- Conducted at least one similar survey for government, government agencies or intergovernmental organizations in Kenya
- Demonstrate the ability to fund the survey
- Tax compliant.

ii. Lead Consultant

- A minimum of a masters' degree in statistics or economics from a recognized university.
- At least five (5) years post-qualification experience in conducting surveys.
- Experience in collection, entry and analysis of survey data.
- Previous experience in sampling procedures and analysis of survey data.
- Ability to produce clear, concise and high quality reports.
- Strong interpersonal and communication skills.
- Tax compliant.

At least two (2) other key personnel should have a minimum of three (3) years post-qualification experience in conducting surveys and data analysis.

b. All bids must contain:

- a) The profile of the firm,
- b) CV of the lead consultant and at least two (2) other key personnel who have worked for the company for at least three years,
- c) Staff establishment and the number of years each staff have worked with the company,
- d) Evidence of ability to finance the survey,
- e) Evidence for similar work undertaken in the past two years (include client names and their contacts).
- f) Technical proposal detailing the consultant's understanding of the TOR, the proposed methodology for conducting the surveys, proposed sample and distribution, time and activity schedule.

11. Commencement Date and Time Frame.

Proposed commencement date is **20th March 2019**. The overall consultancy period is expected to last for a maximum period of **3 months**.

TECHNICAL SPECIFICATIONS FOR CONSULTANCY SURVEYS

SPECIFICATIONS	BIDDER'S RESPONSE
Understanding and interpretations of terms of references (10%) <ul style="list-style-type: none"> • Coverage • Scope of work • Deliverables 	
Suitability of the methodology (15%) Proposed methodology for addressing each objective. <ul style="list-style-type: none"> • Sampling and proposed sample size, • Proposed sample distribution. • Questionnaire and other Survey Instruments 	
Time and activity schedule (5%)	
Comprehensive understanding of key aspects, in particular, stratification and analysis of survey data.	
Previous experience in conducting consultancy surveys. <ul style="list-style-type: none"> • Experience conducting similar surveys. i.e (Corruption Perception, Customer satisfaction, Employee & Work Environment) 	
Previous experience in using stratified sampling in countrywide surveys (5%) and analysis of survey data (5%) . Stratification is key in achieving the intended coverage and representativeness of groups based on regions, departments, stations, sectors, associations and clubs.	
5 years' experience conducting countrywide surveys for government, MDAs	

SECTION VII – FINANCIAL PROPOSAL FOR PROVISION OF CONSULTANCY SERVICES SURVEYS 2018-2019

Name of Tenderer _____ Tender Number _____ Page _____ of _____

Kindly give your quotes indicating the unit rates applied per staff.

(i) Price Schedule

LOT	S/No Description	Total Cost (Vat Inc) Kshs
1.	Provision of Consultancy Services for Work Environment and Employee Satisfaction Survey 2018/2019.	
2.	Provision of Consultancy Services for Customer Satisfaction Survey- 2018-2019	
3.	Provision of Consultancy Services for Corruption Perception Survey (2018-2019)	

The award will be done per lot. A bidder may apply for one or the two lots. The firm to be considered for award is the Lowest quoted upon satisfying all the other requirements as laid in the tender document.

Bidder's Signature ----- Stamp -----Date -----

SECTION VIII- STANDARD FORMS

Notes on the Sample Forms

- 1 *Form of Tender-* The form of tender must be completed by the Tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the Tenderer.
- 2 *Confidential Business Questionnaire Form-* This form must be completed by the Tenderer and submitted with the tender documents.
- 3 *Tender Security Form-* When required by the tender documents the tender shall provide the tender security either in the form 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 **Provision of consultancy services for various surveys** in conformity with the said tender documents for the sum of

Lot 1:

..... *(total tender amount in words and figures)*

Lot 2:

..... *(total tender amount in words and figures)*

Lot 3:

..... *(total tender amount in words and figures)*

or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

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

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 applies 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	<table border="1"> <thead> <tr> <th><u>Name</u></th> <th><u>Nationality</u></th> <th><u>Citizenship Details</u></th> <th><u>Shares</u></th> </tr> </thead> <tbody> <tr> <td>1.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2.....</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>	1.....				2.....			
<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>										
1.....													
2.....													

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

	Part 3 – Eligibility Status
3.1	Are you related to an Employee, Committee Member or Board Member of Kenya Revenue Authority? Yes _____ No _____
3.2	If answer in ‘3.1’ is YES give the relationship.
3.3	Does an Employee, Committee Member, Board Member of Kenya Revenue Authority sit in the Board of Directors or Management of your Organization, Subsidiaries or Joint Ventures? Yes _____ No _____
3.4	If answer in ‘3.3’ above is YES give details.
3.5	Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of it’s 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 '18' 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 KRA] of[country of KRA](hereinafter called “the Procuring entity”) of the one part and[name of Tenderer] of[city and country of Tenderer](hereinafter called “the Tenderer”) of the other part.

WHEREAS the procuring entity invited tenders for provision of insurance brokerage services. viz.....[brief description of services] and has accepted a tender by the Tenderer for the provision of brokerage services in the sum of[contract price in words and figures]

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 Tenderer hereby covenants with the Procuring entity to provide the materials and spares 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 provision of the materials and spares 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 _____.

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] dated20.....to supply.....

[Description services](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 figures],

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 your 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

Signature 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

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 institution], 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 and 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 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 whose particulars appear below on the subject matter of this Letter of Notification of Award.

Deputy Commissioner,
Supply Chain Management,
Haile Selassie Avenue, Times Tower, 25th Floor
Telephone: +254-020-2817022
Facsimile: +254-020-215809

FOR: **Commissioner General**