



**TENDER DOCUMENT**

**FOR**

**PROVISION OF BULK SMS, SMS SHORT CODE AND  
USSD GATEWAY SOLUTION AND SERVICE. –  
FRAMEWORK CONTRACT FOR THREE (3) YEARS.**

**TENDER NO:**

**KRA/HQS/NCB - 048/2019-2020**

**TIMES TOWER BUILDING  
P.O. BOX 48240 – 00100  
TEL: +254 02 2817022  
EMAIL: [eprocurement@kra.go.ke](mailto:eprocurement@kra.go.ke)  
NAIROBI, KENYA.**

**PRE-BID DATE: 21<sup>ST</sup> JANUARY, 2020 AT 11.00AM  
CLOSING DATE: 28<sup>TH</sup> JANUARY, 2020  
TIME: 11:00 AM**

**JANUARY 2020**

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# SECTION I

# - INVITATION TO TENDER



## KENYA REVENUE AUTHORITY

### Tender Notice

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

NO	DESCRIPTION	ELIGIBILITY	PRE- BID - DATE, TIME, AND VENUE	CLOSING DATE AND TIME
1.	<b>KRA/HQS/NCB-048/2019-2020: TENDER DOCUMENT FOR PROVISION OF BULK SMS, SMS SHORT CODES &amp; USSD GATEWAY SOLUTION AND SERVICES FRAMEWORK CONTRACT FOR THREE (3) YEARS</b>	<b>OPEN TENDER</b>	<b>21<sup>ST</sup> JANUARY, 2020 11.00. AM (TIMES TOWER)</b>	<b>28<sup>TH</sup> JANUARY, 2020 11.00 AM (TIMES TOWER)</b>

2. Tender documents detailing the requirements of the above tenders in English may be obtained from KRA E-Procurement portal available on the KRA website [www.kra.go.ke](http://www.kra.go.ke). Prospective bidders should register for E-Procurement to enable them access the KRA portal under “New Supplier Registration” found under the E - Procurement Tab.
3. Existing KRA suppliers (see list on KRA website) who have not updated their records in SRM System **MUST do so Not later than 28th January, 2020 to continue receiving RFxs invitations.** For assistance visit any KRA Procurement office countrywide or email: [srmsupport@kra.go.ke](mailto:srmsupport@kra.go.ke).
4. Addenda / clarifications will be posted in Kra Website ([www.kra.go.ke](http://www.kra.go.ke)) and also sent to all prospective tenderes that have registered for the tender in the KRA supplier Portal.
5. Technical Qualification requirements; Refer to Section V of the bidding document.
6. **Completed Bids are to be saved as PDF documents marked with the relevant tender description and submitted to the appropriate KRA E-procurement Web Portal found on the KRA website so as to be received on or before 28th January , 2020 at 11.00 a.m.**
- Note: Submission should strictly be done to KRA E-Procurement Portal. System issues will NOT be addressed 24 hours to tender closing.**
7. **Bids will be opened electronically promptly after closing time and Bidders or their representatives are welcome to witness the opening at Times Tower Building.**
8. An original hard copy of the **Bid Security (where applicable)** of not less than the indicated amount or equivalent amount in a freely convertible currency must be dropped in the **Tender Security Box** located at **Times Tower Building, Ground Floor** any day before the tender closing date. The Bid Security (where applicable) must be in a sealed envelope bearing the Tender Description and addressed to the address indicated above.

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

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

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## **SECTION II - INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible Tenderers**

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

### **2.2 Cost of Tendering**

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

### **2.3 The Tender Document**

- 2.3.1 The tender document comprises the documents listed overleaf and addenda issued in accordance with clause 2.6 of these instructions to Tenderers

- (i) Invitation to Tender
- (ii) Instructions to Tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of Requirements
- (vi) Details of Service/Technical Specifications
- (vii) Tender Form
- (viii) Price Schedules
- (ix) Contract Form
- (x) Tender Security Form
- (xi) Performance Security Form
- (xii) Bank Guarantee for Advance Payment Form
- (xiii) Manufacturer's Authorization Form
- (xiv) Confidential Business Questionnaire.

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

## **2.4 Clarification of Documents**

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

2.4.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

## **2.5 Amendment of Documents**

2.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum

2.5.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the KRA, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of Tender**

2.6.1 The tender prepared by the tenderer, as well as all correspondence and

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

## **2.7 Documents Comprising of Tender**

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

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

## **2.8 Tender Forms**

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

## **2.9 Tender Prices**

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

2.9.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the KRA.

2.9.3 Prices quoted by the tender shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

2.9.4 The validity period of the tender shall be **335 days** from the date of opening of the tender, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by KRA as non-responsive

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

2.9.6 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price.

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

## **2.10 Tender Currencies**

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

## **2.11 Tenderers Eligibility and Qualifications**

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

## **2.12 Tender Security**

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.
- 2.12.2 The tender security shall be in the amount not exceeding 2% of the tender price.
- 2.12.3 The tender security is required to protect KRA against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.8
- 2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency and shall be in the form of:
- a) A bank guarantee.
  - b) Cash.
  - c) Such insurance guarantee approved by the Authority.
  - d) Letter of credit.
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.4 will be rejected by KRA as non responsive, pursuant to paragraph 2.20
- 2.12.6 Unsuccessful tenderer's security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity
- The successful tenderer's tender security will be discharged upon the



- 2.12.7 tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30. The tender security may be forfeited:
- 2.12.8
- a) If the tenderer **withdraws** its tender **during** the period of tender validity specified by KRA on the Tender Form; or
  - b) In the case of a successful tenderer, if the tenderer fails:
    - 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 the date of tender opening prescribed by the KRA, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the KRA as non responsive.
- 2.13.2 In exceptional circumstances, the KRA may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## **2.14 Format and Signing of Tender**

- 2.14.1 The Bidders to note that the **COMBINED TECHNICAL AND FINANCIAL** proposal shall be submitted through the KRA supplier portal. **The bidder shall submit Combined technical and financial proposals electronically via the supplier portal in the Notes and attachment Section of the RFX (Tender).**
- 2.14.2 Submission shall be strictly via the supplier portal. Hardcopies shall not be accepted whatsoever except for the Original Tender Security which must be deposited in the Tender Box located in Ground Floor, Times Tower Building
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

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

- 2.16.1 Tenders must be received by KRA electronically not later than **28<sup>TH</sup> January, 2020 at 11.00am**
- 2.16.2 The KRA may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the KRA and candidates previously subject to the deadline will therefore be subject to the deadline as extended.

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

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the KRA prior to the deadline prescribed for submission of tenders.
- 2.17.2 The tenderer may modify the tender after submission and resubmit to the **respective folders**. All prior submissions cannot be deleted or overwritten. Tenderer to note that the latest submission shall be considered as the final version and all prior submissions shall be disregarded.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7.
- 2.17.5 The KRA may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 The KRA shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## **2.18 Opening of Tenders**

- 2.18.1 KRA will open all tenders electronically in the presence of tenderers' representatives who choose to attend, on **28th January 2020 at 11.00 am**. The tenderers' representatives who are present shall sign a register evidencing their attendance
- 2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the KRA, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The KRA will prepare minutes of the tender opening.

## **2.19 Clarification of Tenders**

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

## **2.20 Preliminary Examination**

- 2.20.1 The KRA will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have

- been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail.
- 2.20.3 The KRA may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the KRA will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The KRA's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the KRA and may not subsequently be made responsive by the tenderer by correction of the non conformity.
- 2.21 Conversion to Single Currency**
- 2.21.1 Where other currencies are used, the KRA will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.
- 2.22 Evaluation and Comparison of Tenders**
- 2.22.1 The KRA will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22.
- 2.22.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 2.22.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.
- 2.22.4 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.
- 2.22.5 KRA's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:
- a) Operational plan proposed in the tender;
  - b) Deviations in payment schedule from that specified in the Special Conditions of Contract;
- 2.22.6 Pursuant to paragraph 22.3 the following evaluation methods will be applied:
- a) *Operational Plan*

KRA requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than KRA's required delivery time will be treated as non-responsive and rejected.

*b) Deviation in payment schedule*

Tenderers shall state their tender price for the payment on a schedule outlined in the Special Conditions of Contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule offered by the selected tenderer.

2.22.7 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 Preference**

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

**2.24 Contacting the Kenya Revenue Authority**

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

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

**2.25 Award of Contract**

**(a) Post-qualification**

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

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

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

determination of that Tenderer's capabilities to perform satisfactorily.

**(b) Award Criteria**

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

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

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

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

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

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

**2.26 Notification of Award**

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

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

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

**2.27 Signing of Contract**

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

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

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

**2.28 Performance Security**

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

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

## **2.29 Corrupt or Fraudulent Practices**

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

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

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

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

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

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

## Appendix to Instructions to Tenderers

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	<p>The tender is open to all eligible suppliers of Bulk SMS, SMS Short Code and USSD Gateway Solution And Service for Three (3) Years.</p> <p><b>Bulk SMS, SMS Short Code And USSD Gateway Solution And Service.</b></p>
2.1.3	The Declaration of No Conflict of Interest is incorporated in the Confidential Business Questionnaire.
2.2.2	The documents can also be viewed and downloaded from the KRA Website <a href="http://www.kra.go.ke">www.kra.go.ke</a> at no fee.
2.10.1	Tender prices may be quoted in Kenya Shillings or the equivalent in freely convertible currency.
2.12.1	<p>Tenders must be accompanied with a Tender security denominated in Kenya shillings in the form of Cash deposit, Bank Guarantee, or a guarantee issued by a reputable insurance company registered with Insurance Regulatory Authority.</p> <p>The amount of tender security required is Kenya Shillings One Hundred Thousand <b>(KES 100,000.00)</b>. The Original Tender Security shall be dropped in the Tender Security Box at the ground floor in Times Tower.</p>
2.13.1	<p>The tender security must be valid for <b>365 days</b> from <b>28<sup>th</sup> January, 2020 at 11:00 AM</b></p> <p>Tender Validity Period <b>is 335 days</b> from <b>28th January, 2020 at 11:00 AM</b></p>
2.13.3	The technical specifications are given in page 34-65.
2.14.2	The bidder must provide an appropriate written power of attorney establishing the authorization of the signatory to the tender documents to bind the bidder.
2.15.1	The Bidders to note that the <b>COMBINED TECHNICAL AND FINANCIAL</b> proposal shall be submitted through the KRA supplier portal. The bidder shall submit Combined technical and financial proposals electronically via the supplier portal in the Notes and attachment Section of the <b>RFX (Tender)</b> .

2.16.1	<p>Time, date, and place for bid opening are: 11:00hours local time, on <b>28<sup>TH</sup> JANUARY, 2020, at 11:00 AM.</b>  Place: <b><i>Convention Centre 5<sup>th</sup> Floor Times Tower Building</i></b>  Street: <b><i>Haile Selassie Avenue</i></b>  City: <b><i>Nairobi</i></b>  Country: <b><i>Kenya</i></b></p>
2.18.1	<p>Opening of tender documents will be done in public at the time of closing the tender.</p>
2.22.1	<p>Bidder is expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents.</p> <p>Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.</p>
2.24	<p>Bidders must conform to the specific Technical Requirements in Section IV.</p> <p><b>Combined Technical and Financial Proposal</b>  (One Bid Document and submit to the appropriate KRA E-procurement Web Portal found on the KRA website so as to be received on or <b>before 28<sup>TH</sup> January, 2020 at 11.00 a.m.</b> Note: Submission should strictly be done to KRA E-Procurement Portal.)</p>
2.25	<p>Preference  KRA will not grant any preferences.</p>
2.30	<p>The performance security required will be <b>10%</b> of the Contract Value.</p>



## SECTION III - GENERAL CONDITIONS OF CONTRACT

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

### **3.1 Definitions**

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

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

### **3.2 Application**

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

### **3.3 Country of Origin**

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

### **3.4 Standards**

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

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

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

employed by the tenderer in the performance of the Contract.

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

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

### **3.6 Patent Rights**

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

### **3.7 Performance Security**

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

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

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

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

### **3.8 Inspection and Tests**

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

3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Services' final destination. If conducted on the premises of the tenderer or its

subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the KRA.

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

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

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

### **3.9 Delivery and Documents**

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

### **3.10 Payment**

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

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

### **3.11 Prices**

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

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

3.11.3 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price.

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

### **3.12 Assignment**

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

- 3.13 Subcontracts**  
3.13.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract.
- 3.14 Termination for Default**  
3.14.1 The KRA may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:
- (a) if the tenderer fails to deliver any or all of the services within the 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.
- 3.14.2 In the event the KRA terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.
- 3.15 Termination of Insolvency**  
The KRA may at any time terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to KRA.
- 3.16 Liquidated Damages**  
3.16 If the tenderer fails to deliver any or all of the services within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed services up to a maximum deduction of 10% of the delayed services. After this the tenderer may consider termination of the contract.
- 3.17 Termination of Convenience**  
3.17.1 The KRA by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the KRA convenience, the extent to which performance of the contractor of the

contract is terminated and the date on which such termination becomes effective.

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

### **3.18 Resolution of Disputes**

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

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

### **3.19 Language and Law**

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

### **3.20 Force Majeure**

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

### **3.21 Applicable Law**

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

### **3.22 Notices**

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

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

## SECTION IV - SPECIAL CONDITIONS OF CONTRACT

- 4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.
- 4.2. Special conditions of contract as relates to the GCC.

<b>REFERENCE OF GCC</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>
3.7	<p><b>Performance Security</b></p> <p>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.</p>
3.9	<p><b>Delivery</b></p> <p>Provision of Bulk SMS, SMS Short Code And USSD Gateway Solution And Service.</p> <p>Conditions of delivery will be in the Local service order and contract within the period indicated by the successful bidder(s) from the date of receiving the Local Service Order (LSO).</p> <p>The requirements may be adjusted by giving a short notice.</p>
3.10	<p><b>Payment Terms</b></p> <p>The Kenya Revenue Authority (KRA) payment terms are that payment shall be made within thirty (30) days from the date of delivery and signing of receipt. However, KRA may negotiate mutually acceptable payment terms with the successful tenderer.</p>
3.11	<p><b>Prices</b></p> <p>Prices charged by the tenderer for services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.</p>
3.16	<p><b>Liquidated Damages</b></p> <p>If the delivery date is extended (except by mutual consent) a penalty amounting to 0.5% of the total cost will be charged per day up to a maximum of thirty (30) days. No deliveries shall be accepted after the thirtieth working day in which case the LPO will automatically lapse and be deemed to have been cancelled at the close of business on the twentieth day. The Authority shall then be at liberty to realize the performance bond. In this clause, “days” means working days.</p>
3.18	<p><b>Resolutions of Disputes</b></p> <p>Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably under the</p>

preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. *The place of arbitration shall be Nairobi.* The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in this Contract, the arbitral tribunal shall have no authority to award interest. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

3.19

**Language and Law**

The language of all correspondence and documents related to the bid is: ***English.*** Unless explicitly specified in the Technical Requirements section, the key passages of all accompanying printed literature in any other language must be translated into the above language.

3.22

**Notices**

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



## **SECTION V - TECHNICAL SPECIFICATIONS/TERMS OF REFERENCE**

### **General**

The specifications/Terms of Reference describe the requirements for services.

The tenderers are requested to present information along with their offers for the shortest possible delivery period of each product/service.

### **Particulars**

Kenya Revenue Authority intends to procure services for Bulk SMS, SMS Short Code And USSD Gateway Solution and Service **-Framework contract for Three (3) Years.**

#### **Bulk SMS, SMS Short Code and USSD Gateway Solution and Service.**

#### **Technical Requirements**

This tender covers Provision of Bulk SMS, SMS Short Code And USSD Gateway Solution And Service **-Framework contract for three (3) years.**

#### **Bulk SMS, SMS Short Code and USSD Gateway Solution And Service.**

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

## INSTRUCTIONS TO BIDDERS

1. Bidders are required to fill the table below or use its format to respond.
2. Bidders **MUST** provide a substantive response for all features irrespective of any attached technical documents. Use of Yes, No, tick, compliant etc will be considered non responsive unless where specified.
3. Bidders **MUST** append official company stamp and/or authorized signature on all attached technical data sheets.
4. Bidders **MUST** fill both the minimum technical specifications document and the price schedule as attached.

## TERMS OF REFERENCE

### **PROVISION OF BULK SMS, SMS SHORT CODE AND USSD GATEWAY SOLUTION AND SERVICE. – FRAMEWORK CONTRACT FOR THREE (3) YEARS.**

#### **BACKGROUND**

The Kenya Revenue Authority was established by an Act of Parliament on July 1st 1995 Cap. 469 for the purpose of enhancing the mobilisation of Government revenue, while providing effective tax administration and sustainability in revenue collection. The Board and Management of KRA have since its inception spent time and resources setting up systems, procedures and the adoption of new strategies aimed at enhancing the operational efficiency of the Authority's processes.

In particular, the functions of the Authority are:

- To assess, collect and account for all revenues in accordance with the written laws and the specified provisions of the written laws.
- 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 may direct.

#### **PROBLEM STATEMENT**

Under the MService enhancement initiative, the Authority desires to build the capacity to quickly and efficiently communicate with taxpayers on their mobile phones. In this regard, both Short Messaging Service (SMS) and Unstructured Supplementary Service Data (USSD), have been identified as key technologies for further enabling two way mobile phone communication as well as overall improving customer experiences. The solution should also support sending and receiving of SMS messages using registered short codes in support of services such as One Time Passwords (OTP). The duration of the contract will be **three (3) years** and as per the current projections, and it is estimated that 3,000,000 SMS/month will be sent and over 200,000 queries/month will be made. However, as the service further matures these estimates will be revised upwards.

## **OBJECTIVES OF THE SYSTEM**

The main objectives are to establish SMS and USSD technologies as official and reliable channels for taxpayer communication, under the MService banner, and to provide ready platforms for the delivery of value added mobile services in the Authority.

## **KEY DELIVERABLES**

The deliverables in the implementation of this project will include:

- a) An on premises SMS Gateway solution integrating:
  - 1) Bulk SMS Portal for mobile terminated (MT) messages,
  - 2) SMS Short Code service for mobile originating (MO) messages;
- b) USSD Gateway solution integrated with existing KRA systems;
- c) Framework contract for the purchase of bulk SMS units, both MT and MO.
- d) Training of user and technical teams on SMS portal and gateway operations;
- e) Comprehensive system documentation, user manual(s) and administration manual(s);
- f) Service Level Agreement covering a period of three (3) years for all services;
- g) Provide system warranty for the period of two (2) years and an annual maintenance agreement for one (1) year.

## **SCOPE OF WORK**

The scope of work for the successful bidder(s) will involve but not be limited to include the following:

### **i. Provision of Bulk SMS, SMS Short code And USSD Gateway Solution and Service.**

Provision to KRA a Bulk SMS, SMS Short code and USSD Gateway System to help in customer notification and feedback services via the use of mobile phones. The service provider should provide a proposed solution architecture that guarantees high availability, information security, scalability, and redundancy.

### **ii. System and User Management**

- a) The Bidder (Service provider) to establish the **Bulk SMS, SMS Short code** at a KRA site and provide access to authorized person(s) appointed by KRA. The authorized person will have

control over all SMS traffic in terms of creating, editing, and controlling the user accounts besides budgeting and allocating SMS credits.

- b) The **Service** Portal must have the following features: View the message text; View time stamp, “from” alphanumeric field and “destination” number for any specific User ID, MIS reports.
- c) The SMS Short Code and USSD services should be integrated to **KRA Systems** to allow for responses to customer queries directly from integrated and live applications and databases, using registered KRA headers and short codes.
- d) Authorized person(s) will be able to view log of all KRA messages that pass through the local SMS gateway.
- e) The Bidder to establish a **USSD Gateway** and provide access to authorized person(s) appointed by KRA. The authorized person will have the ability to review and change USSD menu map if need be.
- f) The Bidder will be required to ensure smooth takeover of existing SMS and USSD codes and other existing technical artifacts, from the current supplier, in conjunction with the KRA technical team to ensure knowledge transfer.

### **iii. Quality of Service**

Service provider will ensure a high quality of service. Servers deployed should have in built redundancy and failover mechanism to the secondary data centre to guarantee high availability. The service provider should have operational connectivity agreements with mobile operators globally.

### **iv. Documentation**

Service provider will provide KRA with documentation in the form of User Manual Installation Guide, **SMS & USSD gateway integration guides, Training Manuals** and System Credentials that will help in the setting up and usage of the service if need be.

### **v. Training**

Service provider will provide local training for KRA staff covering the following areas; End-user practices, System administration and Software development related to SMS & USSD Gateway integration to KRA systems to support future enhancements of the SMS and USSD platforms.

### **vi. Confidentiality**

Service Provider will be required to sign a Non-Disclosure Agreement, that consents that it shall not disclose, divulge or reveal any information, including the mobile numbers and the text of SMS sent/received, that it may have gained or otherwise acquired from KRA/KRA Customers by virtue of or as a result of the implementation of the aforementioned SMS services and shall ensure that the same is kept secret and confidential at all times.

**vii. Technical Support**

Service provider would provide 24/7 technical support over the phone and email. For the same, KRA would be provided with 3-level support with contact numbers and a contact mail IDs at which the contact persons can get in touch in case of any problems with regard to the service of sending/receiving SMS and USSD services.

**viii. Unsolicited Messages or Spam**

KRA acknowledges that service provider has no control on the contents of the SMS Sent. The service provider shall forward all SMS in the same form as is received by it from KRA.

Further, KRA takes responsibility for content of all SMS sent and shall not send any unlawful or unsolicited SMS contents from any of the user accounts. All SMS by KRA shall be sent after taking permission from the intended recipient. However, the service provider on its part will ensure that all requisite certifications and processes are in place which ensures that data integrity is maintained at all the times at its premises. In case of any breach, the Service Provider will advise KRA of such a breach along with the actions taken to the extent of data compromised.

Lastly, the SMS service must be implemented in a way to allow service recipients to be able to subscribe to an unsubscribe from the SMS service.

**TECHNICAL SPECIFICATIONS FOR PROVISION OF BULK SMS, SMS SHORT CODE AND USSD GATEWAY SOLUTION AND SERVICE.**

**a) OVERALL REQUIREMENTS. (20 Marks)**

**Bidder Score = [Bidder Point Tally/100] x 20**

NO.	Requirements	SCORE	BIDDER'S RESPONSE
<b>Bulk SMS Solution</b>			
1.	<p><b>SMS Portal</b></p> <p>The bidder must deploy a local portal application that supports the centralized management, monitoring and administration of all aspects related to the sending of SMS messages (a.k.a. SMS's).</p>	2	
2.	<p>The portal application must allow for the scheduling of one-off (single) and bulk SMS's to individuals or defined groups of numbers.</p>	2	
3.	<p>The portal application must allow for receipt and response to short code messages in support of customer queries/feedback services.</p>	2	
4.	<p>The portal application must provide configuration options to allow automatic rescheduling of SMS's that could not sent.</p>	2	
5.	<p>The portal system must support the sending of SMS with at least 320 characters in length. SMS's whose content exceeds 160 characters, should be delivered as a single message on receiver's handset, unless there is limitation on the receiver's mobile handset.</p>	2	
6.	<p>The portal application must support the creation of user defined message templates, and each template must support the use of define placeholders, for merging with additional dynamic information, such as taxpayer name, PIN number, payment receipt numbers.</p>	2	

NO.	Requirements	SCORE	BIDDER'S RESPONSE
7.	The portal application must support checks to avoid duplicate/multiple SMS delivery, of the same SMS, to the same number.	2	
8.	The portal application must has the ability to create and manage roles and user groups. These groups must only be able to view and manage the contacts, quotas and data; associated with their account profile.	2	
9.	The portal application must allow users to be able to send messages using various approved and registered KRA Sender ID's, which are available to their account profile.	2	
10.	The portal application must allow users to be able to designate which SMS's, or SMS groupings, will be automatically appended, with or without, an opt out message.	2	
11.	The portal application must allow SMS's to be grouped into classifications such as, but not limited to, security, transactional and non-transactional groupings.	2	
12.	The portal application must have a Web User interface, which is supported by ALL up-to-date versions of Internet Explorer, Mozilla Firefox, Google Chrome and Safari browsers.	2	
13.	The portal application must support uploading of contact data in multiple formats, and at minimum CSV, MS Excel, XML formats.	1	
14.	The portal application should be set on a First-In-First-Out basis for the sending of SMS's. However, the portal application should also support the ability for Administrators or similar designated roles, to stop, pause, set and change the sending priority of different queues and users, on a real-time basis.	2	
15.	The portal application must be able to send SMS's to Kenyan subscribers of Safaricom, Airtel, Telkom and Equitel, over respective GSM and CDMA networks, and internationally, without any exception.	2	



NO.	Requirements	SCORE	BIDDER'S RESPONSE
16.	The portal application should support sending to contacts using local phone number format, or international phone number format i.e. telephone numbers formatted according to the international number format that start with a plus (+) sign.	2	
17.	The bidder should have direct up/arrangements with minimum two (2) of the major telecom service providers/operators within Kenya <b>i.e. Safaricom, Airtel, Telkom or Equitel.</b>	2	
18.	The portal application should support the use of a prepaid (quota) and postpaid billing system.	2	
19.	The portal application must, when using the prepaid billing structure, clearly display the balance of pre-purchased credits (SMSs) for each user, and the credits must not be subject to any expiration/validity period.	2	
20.	The portal application should support the notification of users and administrators of quota thresholds exceeded real-time via in system notifications, SMS and email.	2	
21.	<p><b>Reports and notifications</b></p> <p>The portal application should be capable of providing real time automatic delivery report/acknowledgement for last mile delivery (on the mobile handset of the recipient) of each SMS along with status and time stamp.</p>	2	
22.	<p>The portal application should allow Users and Administrators to view and generate, summary and detailed reports, of SMS's sent, and short codes received, based on, but not limited to, parameters such as:</p> <ul style="list-style-type: none"> <li>i. Message type</li> <li>ii. Message ID</li> <li>iii. Sender ID Used</li> <li>iv. User Account/Name</li> <li>v. Message data</li> <li>vi. Accepted for delivery time</li> <li>vii. Delivered to network/handset time</li> <li>viii. Operator Used</li> </ul>	2	

NO.	Requirements	SCORE	BIDDER'S RESPONSE
	<ul style="list-style-type: none"> <li>ix. Delivery Status</li> <li>x. Error message</li> </ul>		
23.	The portal application should be capable of automatically generating summarized and detailed scheduled reports as defined by users.	2	
24.	The portal application should be capable of exporting reports in CSV, SQL, Excel and PDF formats.	1	
25.	The portal application should be able to generate reports on taxpayers/contacts that have <b>opted in</b> and <b>opted out</b> of receiving SMS's against registered KRA Sender IDs.	2	
26.	The portal application must be able to provide monthly-summarized reports, based on pre-defined summary templates, which may also include, but not limited to, details of quota usage utilization and throughput monitoring for invoice and SLA monitoring purposes.	2	
27.	The portal application must provide a customizable in-built dashboard(s) for view/monitoring of <ul style="list-style-type: none"> <li>i. general performance and administrative information such as throughput (traffic monitoring) and CPU/RAM/Disk usage</li> <li>ii. general service usage against parameters such as network operators and registered sender ID's.</li> </ul>	2	
28.	<b>Security and availability</b> The bidder must ensure that the solution offered will implement end-to-end encryption of communications for data received and transmitted from managed system nodes.	2	
29.	The bidder must ensure the SMS gateway solution implements security features that ensure confidentiality of all data stored at all nodes in the implementation.	2	
30.	The bidder will be required to submit a proposed service level agreement (SLA) framework with regard to Uptime of Push/Pull Service and Delivery of Push/Pull SMS Alerts, data security, convenience charges to	2	

NO.	Requirements	SCORE	BIDDER'S RESPONSE
	customer.		
31.	The portal application must support the retention of all the data and records generated by the system, for a minimum period of five (5) years.	1	
32.	The portal application must support automatic archiving of messages after specified intervals such as 6 months.	1	
33.	<p><b>Automated Submission of SMSs</b></p> <p>The bidder must ensure that the SMS gateway has:</p> <ul style="list-style-type: none"> <li>• Defined and implemented standardized API gateway(s), as well as</li> <li>• Documented standards necessary for automated submission of SMSs, from integrated KRA applications and databases.</li> </ul>	2	
34.	<p>The SMS gateway must support the automated sending of SMSs received:</p> <ul style="list-style-type: none"> <li>• from an SQL database;</li> <li>• using HTTP requests protocols;</li> <li>• from E-mails;</li> <li>• with a command line tool;</li> <li>• using text files.</li> </ul>	2	
35.	The SMS gateway must support segregation of users using credentials or an API key for the submission of SMS's to the gateway.	2	
36.	The SMS gateway must ensure SMS submissions from internal systems takes place over secure channels.	2	
37.	<p><b>Training &amp; Knowledge Transfer</b></p> <p>The bidder must provide local training in End User Practices and Service administration on the SMS portal, for a minimum of six (6) users.</p>	2	
38.	The bidder must provide local System administrator training, to a minimum of five (5) IT administrators, on the	2	

NO.	Requirements	SCORE	BIDDER'S RESPONSE
	SMS portal aspects including, but not limited to: <ul style="list-style-type: none"> <li>• Deployments and maintenance,</li> <li>• Archiving,</li> <li>• Load balancing and optimization for managing of traffic loads,</li> <li>• Backup and restoration procedures for Business continuity,</li> <li>• Troubleshooting,</li> <li>• Cost and quota related tasks</li> <li>• Reporting.</li> </ul>		
<b>USSD GATEWAY SERVICE</b>			
39.	The bidder must deliver a Unstructured Supplementary Service Data (USSD) gateway solution in support of Mobile-initiated (USSD PULL) and Network-initiated (USSD PUSH) services such as: <ul style="list-style-type: none"> <li>• customer queries/feedback</li> <li>• payments via Mobile Network Operators (MNO) mobile wallets,</li> <li>• promotional and survey services.</li> </ul>	2	
40.	The bidder will support integration of USSD gateway with existing internal services. The bidder should provide integration specification documents to support various modes of integration to the USSD gateway.	2	
41.	The bidder must be able to support USSD queries from Safaricom, Airtel, Telkom and Equitel subscribers at minimum.	2	
42.	The bidder is expected to register and maintain USSD codes registered with Safaricom, Airtel, Telkom and Equitel mobile network operators (MNOs), in support of the objectives	2	
43.	The bidder must be able to provide periodic reports on: <ul style="list-style-type: none"> <li>• overall service and performance usage of the USSD platform</li> </ul>	2	

NO.	Requirements	SCORE	BIDDER'S RESPONSE
	<ul style="list-style-type: none"> <li>per menu item and level of services hosted.</li> </ul>		
44.	The USSD gateway must support the use of PHP, as the preferred web programming language, but should also Java and Python languages.	2	
45.	The bidder must be able to support a USSD capacity of 200 simultaneous connections.	2	
<b>GENERAL SMS &amp; USSD REQUIREMENTS</b>			
46.	The bidder must ensure that records of all SMS, short code and USSD queries, and responses to queries, are retained on the local SMS gateway for a minimum period of 5 years.	1	
47.	The bidder must provide an SMS throughput of 500 messages per second.	2	
48.	The bidder should provide facilities to support training and testing of short code and USSD implementations, which is distinct from the development environment and production environment.	2	
49.	The bidder must configure and support automatic fail-over between the primary site and secondary site with no data loss, for the solutions provided.	2	
50.	The successful bidder will take up all regulatory, licensing and other issues concerned with any Government of Kenya agencies.	2	
51.	The bidder will provide a proposed complete implementation work plan indicating tasks, responsibilities, and timelines. The implementation time should not exceed four (4) months.	2	
52.	The bidder will provide SMS business model, detailed system architecture and specification indicating how the implementation will be done and demonstrating how it will support redundancy, high availability, scalability, and security.	2	

NO.	Requirements	SCORE	BIDDER'S RESPONSE
53.	Bidders will be free to propose alternatives that will be able to meet the overarching availability, capacity, security requirements.	1	
<b>TOTAL SCORE</b>		100	

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

**b) TECHNOLOGY REQUIREMENTS (10 Marks)**

**Bidder Score = [Bidder Point Tally/100] x 10**

No.	Capability	Requirement	SCORE	BIDDER'S RESPONSE
1.	IT Infrastructure (Hardware and Storage).	<p>Bidder should describe the preferred IT infrastructure for effective implementation and operationalization of their proposed solution.</p> <p>The proposed IT infrastructure configuration should, as much as possible, take into account the following existing IT investments and related skills:</p>	—	
		<p>i. Bidder to describe the system architecture they propose. Describe the number and type of:</p> <ul style="list-style-type: none"> <li>• Application servers</li> <li>• Database server(s), and,</li> <li>• Development and test environments.</li> </ul>	2	
		<p>ii. Bidder to describe the proposal's technical architecture (preferably using a PowerPoint or Visio diagram).</p> <p>This should show components such as the database server, applications server, reporting server, test/training server, firewall(s), web server(s), web browser, minimum workstation, requirements, remote access, wireless connectivity, network connectivity to LAN and WAN, etc.</p>	2	

No.	Capability	Requirement	SCORE	BIDDER'S RESPONSE
		iii. Bidder to describe any potential use of virtual server technologies (e.g. Microsoft Virtual Server, VMware) and application accelerators and note what Vendors they will partner with or recommend and/or support if necessary.	1	
		iv. Bidder to describe the proposed information architecture/model (preferably using a PowerPoint or Visio diagram). This should depict data models, taxonomy, data elements, coding structures, a process for standardizing on a particular coding structure, data definitions (employees, Vendors, invoices, etc.).	1	
2.	Security.	Describe how the system provides details of user activity/security violation for auditing.	1	
		Describe how the system restricts users from unauthorized access. Does it only allow the authorized users with valid profile/password to access only the allowed transaction, as well as be capable of restricting access to unauthorized users?	1	
		Describe how the system utilizes multiple levels of security such as Objects, Transactions, Forms, and Process etc.	1	
		Does the system have a capability to assign activities to roles, and map roles to users and provide role based access to users via a user-	1	



No.	Capability	Requirement	SCORE	BIDDER'S RESPONSE
		friendly GUI? Describe this.		
		Does the system have a capability to track changes to fields or settings (for audit trail)? Describe how such audit functionality is made flexible to allow customization based on changing criteria as per the user requirements.	2	
		Does the system track User ID, Terminal, and Session etc. as a part of the audit trail?	1	
		Describe how the system encrypts/decrypts sensitive data.	1	
		Does the system include parameters on global and user level security? Specify the configurable security parameters provided by the software.	1	
		Does the system provide user and user group authorization administration tool to assign security levels to functions and data, and allow the access by users / by groups with valid security level only?	1	
		Does the system have the feature of automatic log-off if there is no user activity for a specified time period?	1	
3.	Functional Interface Requirements.	Does the solution provide both client and web applications to cater for different stakeholder requirements?	1	
		Does the Web application have support for Windows Internet Explorer, Opera, Google	1	

No.	Capability	Requirement	SCORE	BIDDER'S RESPONSE
		Chrome and Firefox web browsers. This however, does not preclude the web applications from having support for other web browsers.		
4.	Back-up and Recovery.	Does the system provide backup and recovery facility?	1	
Describe how this backup and recovery facility:		-		
- Supports backup of database while in operation		1		
- Schedules backup/restore tasks		1		
- Runs multiple backup tasks in parallel		1		
- Supports parallel recovery		1		
- Can manually override scheduled backup operations		1		
- Can produce a report for each backup/restore task		1		
- Supports direct backup of data from one machine to another / from server to back tapes / CDs / Storage Area Network etc.		1		
5.	Operating System Environment.	Bidders shall state the requisite operating system environment for the application.	1	
6.	Technology Infrastructure.	The bidder shall prescribe the preferred technology environment-computing/SAN configuration capacities. Any required	1	

No.	Capability	Requirement	SCORE	BIDDER'S RESPONSE
		infrastructure shall be provided with specifications, configurations and capacities.		
7.	Database.	Bidder to specify the database on which the solution will run on.	1	
8.	Integration Technologies.	The System must offer integration interfaces based on new technologies such as Application, Web Services and SOAP.	1	
9.	Licenses.	Bidders shall provide the numbers of all requisite licenses based on users in the technical bid and provide a price quotation for each module in the financial bid. The licenses shall include: operating systems, application user, databases and middleware.	1	
10.	Reports.	Bidders shall demonstrate all out of the box reports for the solution and show ability to generate both standardized and customized reports.	1	
11.	Documentation.	<p>Bidders shall provide all requisite documentation, including but not limited to the following:</p> <ul style="list-style-type: none"> <li>• User and technical manuals.</li> <li>• Training manuals.</li> <li>• Solution designs.</li> <li>• Change strategy.</li> </ul>	4	

No.	Capability	Requirement	SCORE	BIDDER'S RESPONSE
		<ul style="list-style-type: none"> <li>• SLAs.</li> </ul>		
12.	System Availability and Scalability.	Bidders are required to demonstrate how the system has been designed for high availability in addition to showing how the system supports mission-critical business applications with minimal downtime. The platform should be able to scale in performance capacity, incremental data volume growth and number of concurrent users.	3	
13.	Installation/Enhancements/Upgrade.	<p>Please specify whether the following types of system implementation tools are provided:</p> <p>(a) Quick implementation/configuration tools.</p> <p>(b) Development tools (e.g. report writer, screen painter, programming language, etc.).</p> <p>(c) Debugging, auditing and testing tools (for both functional and performance testing).</p> <p>(d) Provision for remote patch and version administration.</p>	3	
		Specify policy on future upgrades and Future product release. Also explain your product lifecycle management with product-technology roadmap for the next 3 years.	2	
		<p>The upgrades should have minimal impact to the system installed on the following areas:</p> <p>(a) Configured parameters.</p>	2	

No.	Capability	Requirement	SCORE	BIDDER'S RESPONSE
		(b) Customized programs. (c) Modified standard program source.		
		Do you provide notification and patches of system enhancements and fixes to the Purchaser after implementation on a proactive basis?	1	
		Are there any major upgrades due? (If so when are these expected?)	1	
		Will the above upgrade affect adversely the current version? (Provide information as to what extent it will affect)	1	
14.	Flexibility.	Is the system configurable in terms of data retention, automatic time-outs to adapt various work load and usage pattern?	2	
		Does the system offer 'Fast-path' options for speedier navigation in the system?	1	
		Does the system provide data archiving capabilities, which can, selectively, archive inactive/obsolete data into separate storage media?	1	
15.	Technical Interfacing/Integration/Conversion.	Does the system support real time updates or interfaces with software from other Vendors, or in-house developed systems?	1	
		Does the system support data conversion tools? Please specify the data conversion tools provided?	1	

No.	Capability	Requirement	SCORE	BIDDER'S RESPONSE
		Does the system support e-mail integration with systems such as Lotus Notes etc.?	2	
		Please specify if the GUI can be supported on all the following OSs without the need of any Third Party tool:  (a) Microsoft Windows (Windows XP, Windows, Vista, Windows7, Windows 8 and Windows 10).  (b) Unix (Variants).  (c) Linux (Distribution).	1	
		Does the system support access via the Internet with secured connectivity?	1	
		Please specify how it is supported and the functions that are supported.	1	
		Does the system support interfacing with PDA, Mobiles, Smart Card readers, Biometric Card readers, RFID devices, data acquisition systems etc.	1	

No.	Capability	Requirement	SCORE	BIDDER'S RESPONSE
		<p>Does the system support the upload and download of the following type of documents into/from the system:</p> <p>(a) Microsoft Word files.</p> <p>(b) Microsoft Excel files.</p> <p>(c) Adobe acrobat files.</p> <p>(e) Data files (including ASCII formats like *.csv etc.).</p> <p>(f) Image files.</p>	1	
		Does the system support data export and import facility to variety of databases and other software packages?	1	
16.	Operational.	Does the system provide transaction processing monitor with easy to use GUI?	2	
		Does the system provide database administration with reporting facility?	2	
		Does the system have system monitoring with reporting facility?	2	
		Does the system provide performance monitoring with reporting facility?	1	
		Does the system provide performance tuning tools?	1	
		Does the system provide for transaction reversal	1	

No.	Capability	Requirement	SCORE	BIDDER'S RESPONSE
		option?		
		Is the system compatible with Third Party system monitoring packages, such as 4P Open View, CA- Unicentre, IBM Policy Director, or other Network Management software etc.?	1	
		Does the system have the ability to report the following system alerts to administrator?  (a) Network alert.  (b) Database alert.  (c) Operating system alert.	2	
		Does the system provide methods to manage and prioritize batch jobs queued?	1	
		Does the system support job scheduling?	1	
		Does the system offer graphics and charting capabilities?	1	
		Will you provide the following documentation?  (a) Product Manuals.  (b) Functional specification (with the transaction, report and field level descriptions, dataflow diagrams, performance parameter, high level database and application design).	2	



No.	Capability	Requirement	SCORE	BIDDER'S RESPONSE
		<p>Does the system support handling of errors in the following manner?</p> <p>(a) Error logging.</p> <p>(b) Ability to redo/rollback a transaction after recovery from software/hardware failure to ensure data integrity.</p>	2	
		Does the system restrict users from deleting data directly unless authorized to do so?	1	
		Does the system allow multiple users to access the same module simultaneously?	1	
		Can the system display data according to users specified sorting order and selection criteria?	1	
		Does the system allow designing of workflow with the ability to define business rules, alerts and triggers without programming?	1	
		Does the system support creation of secondary workflow attached to a parent?	1	
		Does the system provide utilities to automate report distribution process, so that user is notified after a report is generated to facilitate easy retrieval?	1	
17.	Control Environment.	Does the system provide database and application programs migration tool, which allows migrating database or server application programs from one server to another?	2	

No.	Capability	Requirement	SCORE	BIDDER'S RESPONSE
		Does the system support version control to maximize the productivity of parallel teams as well as to minimize rework or confusion?	1	
18.	Reports.	Is drill down to all kind of reports possible?	2	
		Can any document or report be previewed before printing?	1	
		Can report distribution be automated, so that user is notified after report is generated and the user retrieves report after notification?	1	
		Does the system provide functionality to users in generating reports on their own without involving technical programming?	1	
		Does the system provide user-friendly interfaces and generate graphical reports and queries?	1	
19.	Kenyan Localization.	Does system support Kenya specific requirements e.g. taxes, duties & other government levies and statutory requirements, payroll etc.?	1	
<b>TOTAL SCORE</b>			100	

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

**c) Clause-by-Clause Support and Maintenance Specifications. (15 Marks)**

**Bidder Score = [Bidder Point Tally/60] x 15**

No.	Feature	Requirements	SCORES	BIDDER'S RESPONSE
1.	Solution and infrastructure Licensing.	The bidder is expected to: <ul style="list-style-type: none"> <li>▪ Hand over Intellectual Property Rights related to the customization to KRA, including all related designs and all relevant further documentation.</li> </ul>	4	
		<ul style="list-style-type: none"> <li>▪ Grant to the KRA license to access and use the Software, including all inventions, designs, and marks embodied in the Software.</li> </ul>	2	
		Such license to access and use the Software shall be: <ul style="list-style-type: none"> <li>▪ Nonexclusive.</li> <li>▪ Fully paid up and irrevocable.</li> <li>▪ Valid for use within the processes of KRA.</li> </ul>	2	
		The software should be permitted to be: <ul style="list-style-type: none"> <li>▪ Used or copied for use on or with the computer(s) for which it was acquired (if specified in the Technical Requirements and/or the bidder's bid), plus a backup computer(s) of the same or similar capacity, if the primary is (are) inoperative, and during a reasonable</li> </ul>	2	

		transitional period when use is being transferred between primary and backup.		
		<ul style="list-style-type: none"> <li>▪ Used or copied for use on or transferred to a replacement computer(s), and use on the original and replacement computer(s) may be simultaneous during a reasonable transitional period) provided that, if the Technical Requirements and/or the Bidder's bid specifies a class of computer to which the license is restricted and unless the Bidder agrees otherwise in writing, the replacement computer(s) is (are) within that class.</li> </ul>	2	
		<ul style="list-style-type: none"> <li>▪ If the nature of the System is such as to permit such access, accessed from other computers connected to the primary and/or backup computer(s) by means of a local or wide-area network or similar arrangement, and used on or copied for use on those other computers to the extent necessary to that access.</li> </ul>	2	
		<ul style="list-style-type: none"> <li>▪ Reproduced for safekeeping or backup purposes.</li> </ul>	2	
		<ul style="list-style-type: none"> <li>▪ Customized, adapted, or combined with other computer software for use by the Purchaser, provided that derivative software incorporating any substantial part of the delivered, restricted Software shall be subject to same restrictions as are set forth in this Contract.</li> </ul>	2	

		<ul style="list-style-type: none"> <li>▪ The Software license shall permit the Software to be disclosed to and reproduced for use (including a valid sublicense) by support service suppliers or their subcontractors, exclusively for such suppliers or subcontractors in the performance of their support service contracts subject to the same restrictions set forth in this.</li> </ul>	2	
		<ul style="list-style-type: none"> <li>▪ The Bidder will allow, under a pre-specified procedure and solely for the purpose of auditing the Standard Software, execution of embedded software functions under Bidder's control, and unencumbered transmission of resulting information on software usage.</li> </ul>	2	
		The Bidder will not include programming in Software that restricts and/or limits access to certain features, functionality or capacity of such Software subject to the Purchaser making payments or for other self-help or retaliatory.	2	
2.	Product upgrades.	At any point during performance of the Contract, should technological advances become available for Information Technologies originally offered by the Bidder in its bid and still to be delivered, the Bidder shall be obligated to offer to the Purchaser the latest versions of the available Information Technologies having equal or better performance or functionality at the same or	1	

		lesser unit prices.		
		At any point during performance of the Contract, for Information Technologies still to be delivered, the Bidder will also pass on to the Purchaser any cost reductions and additional and/or improved support/training and facilities that it offers to other clients of the Bidder in the Purchaser's Country or complementary training offered as part of the product.	1	
		During performance of the Contract, the Bidder shall offer to the Purchaser all new versions, releases, and updates of Standard Software, as well as related documentation and technical support services, within agreed timelines.	1	
		During the Warranty Period, the Bidder will provide at no additional cost to the Purchaser all new versions, releases, and updates for all Standard Software that are used in the System, within agreed timelines.	1	
		During the Warranty Period, the Purchaser shall introduce all new versions, releases or updates of the Software within agreed timelines of receipt of a production-ready copy of the new version, release, or update, provided that the new version, release, or update does not adversely affect system operation or performance or require extensive reworking of the System. In cases where the new version, release, or update adversely affects system	1	

		operation or performance, or requires extensive reworking of the System, the Bidder shall continue to support and maintain the version or release previously in operation for as long as necessary to allow introduction of the new version, release, or update.		
3.	Duration of license agreements.	In relation to standard software, the license agreements should be perpetual. The support on these licenses should cover an agreed period after the start of the project. After this period KRA must be able to extend the support directly with the product owner.	1	
4.	License numbers.	The bidder is expected to propose a license structure which is most profitable to KRA regarding the following figures: <ul style="list-style-type: none"> <li>▪ 100 users within the 3 years.</li> </ul>	2	
5.	Support contracts.	Bidder is expected to provide 24/7 support during pilot, warranty, and post warranty period to ensure that KRA achieves the intended objective of this facility for a period of three (3) years. This will be supported by a Maintenance Contract.	8	
		Support in relation to software licenses should be on premier level.	2	
		Bidder is expected to give a 1 year warranty period. The bidder should state inclusions and exclusions of the warranty service.	8	

6.	Cost reductions.	At any point during performance of the Contract, for Information Technologies still to be delivered, the Bidder will also pass on to the Purchaser any cost reductions and additional and/or improved support and facilities that it offers to other clients of the Bidder in the Purchaser's Country.	1	
7.	General conditions.	All equipment that will be delivered by the bidder needs back-to-back manufacturer support. The goods need to be delivered from eligible countries as listed by United Nations Security Council taken under chapter VII of the Charter of the United Nations.	1	
8.	SLA.	The bidders shall propose a service level agreement that addresses the following: <ul style="list-style-type: none"> <li>▪ Vendor Call and Escalation matrix.</li> <li>▪ Support Procedure</li> <li>▪ Contact persons.</li> <li>▪ Priority Levels, Response times and Resolution Times.</li> <li>▪ Proof of local presence.</li> <li>▪ Online support from manufacturer.</li> <li>▪ Any other related SLA requirements.</li> </ul>	8	
<b>Total Score</b>			60	

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



## **SMS BUSINESS MODEL AND SYSTEM ARCHITECTURE**

### **a) EXISTING SMS BUSINESS MODEL**

KRA has currently implemented a pull SMS system architecture which utilizes an in-house SMS gateway for querying KRA databases to provide query services via USSD and an SMS short code. SMS responses are then sent to mobile phone users through a premium rate service provider who acts as an aggregator to all local mobile services providers. This service is available via USSD on \*572# and via SMS code 22572 and is contracted till October 2019 for the following query services:

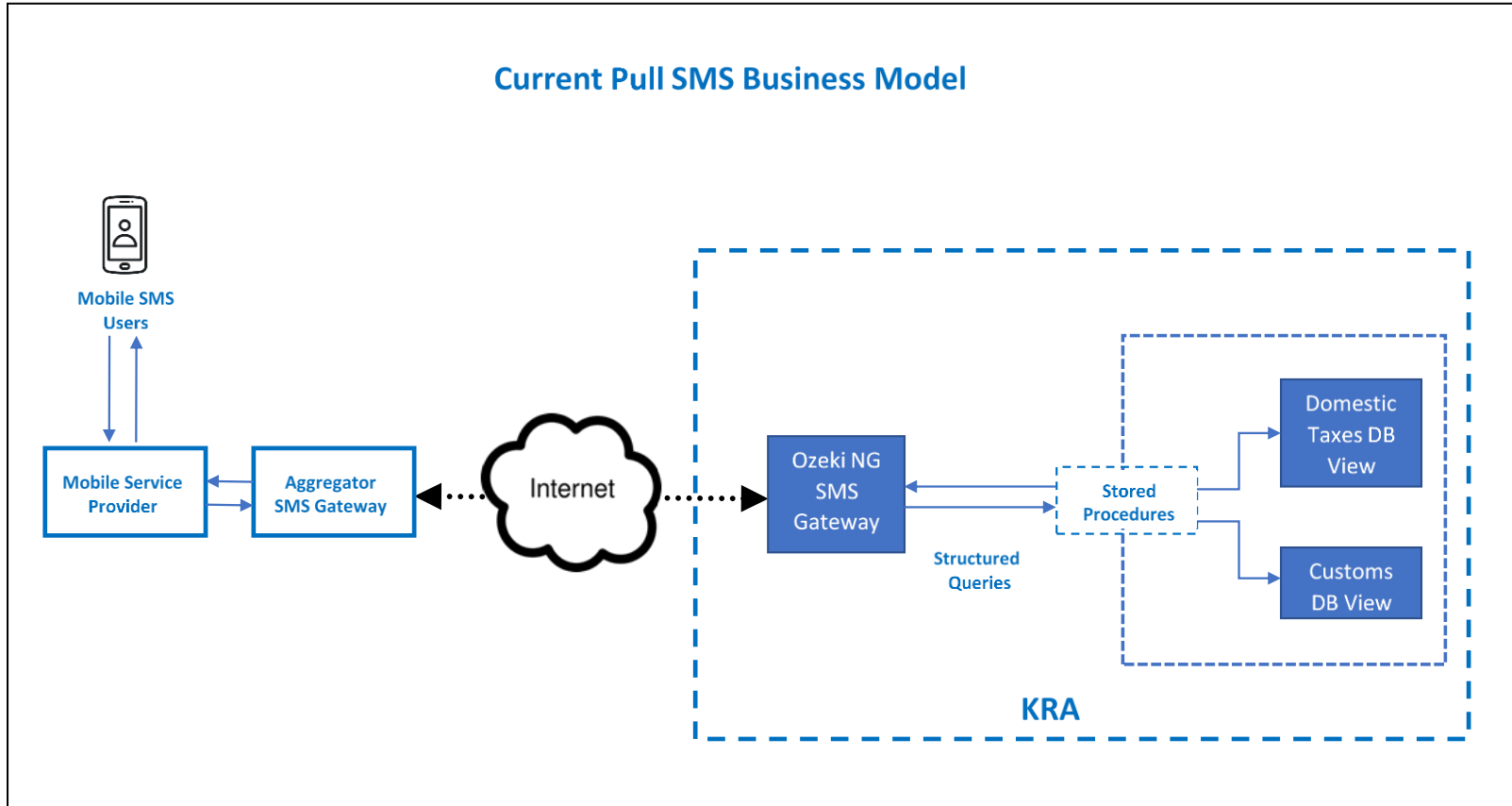
- **Domestic Taxes:** Individual PIN Checker, Company PIN Checker, Tax Compliance Certificate Status Checker, Tax Station Enquiry.
- **Customs Services:** Clearing Agent Status, Manifest Status, Manifest Amendment Status, BL/AWB Status, IDF Status, Entry Status Validation, Direct Assessment Amount Payable, Temporary Car Exportation Status, Simba Entry Amount Payable, F147 Amount Payable, Simba Entry Payment Status, F147 Payment Status.

The successful bidder will be required to include the SMS messages queried and sent via the current pull provider in SMS portal, reports and backup infrastructure.

The system has the following features:

- All SMS queries are received from the SMS services aggregator via the Ozeki NG SMS Gateway resident in KRA premises via HTTP/HTTPS POST.
- All SMS messages received and sent are stored in an Oracle database.
- Structured SMS queries are processed using stored procedures that access database views of current domestic tax and customs databases.
- The Ozeki NG SMS Gateway has capacity of 25 outgoing/incoming messages per second, support for 100 simultaneously connected applications and 64+ concurrent SMS centre connections.

### Current Pull SMS Business Model

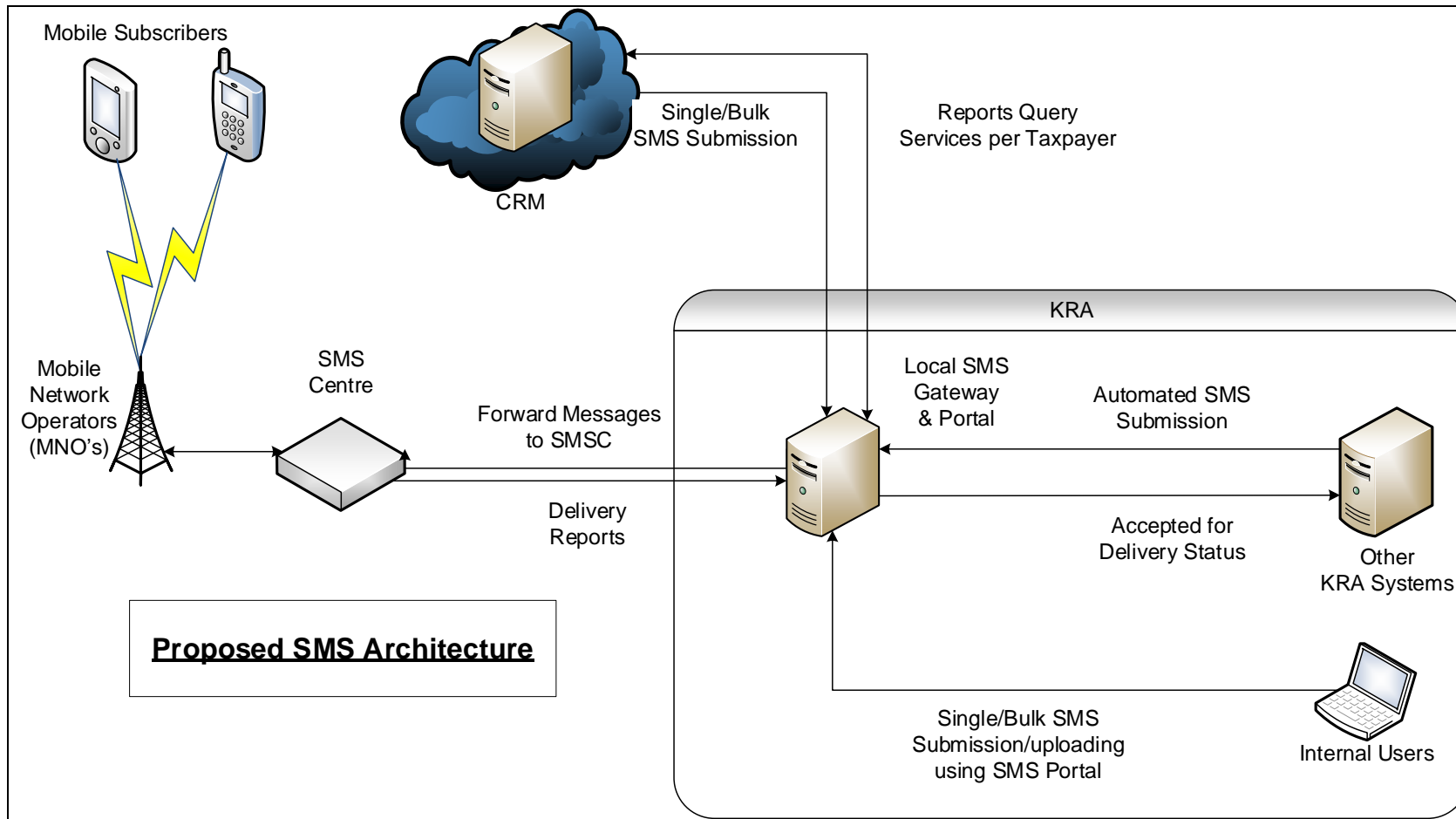


## **b) PROPOSED SMS BUSINESS MODEL**

It is expected that the service provider will replace the existing SMS gateway, and implement an enhanced pull SMS business model that will:

- Support sending of SMS messages via HTTP/HTTPS Post from internal KRA systems.
- Support at least 500 incoming/outgoing SMS per second.
- Support high availability through provision of redundant and failover links and SMS centres with a minimum bandwidth capacity of 4Mbps.

Below is the proposed Bulk SMS business model:



**NOTE**

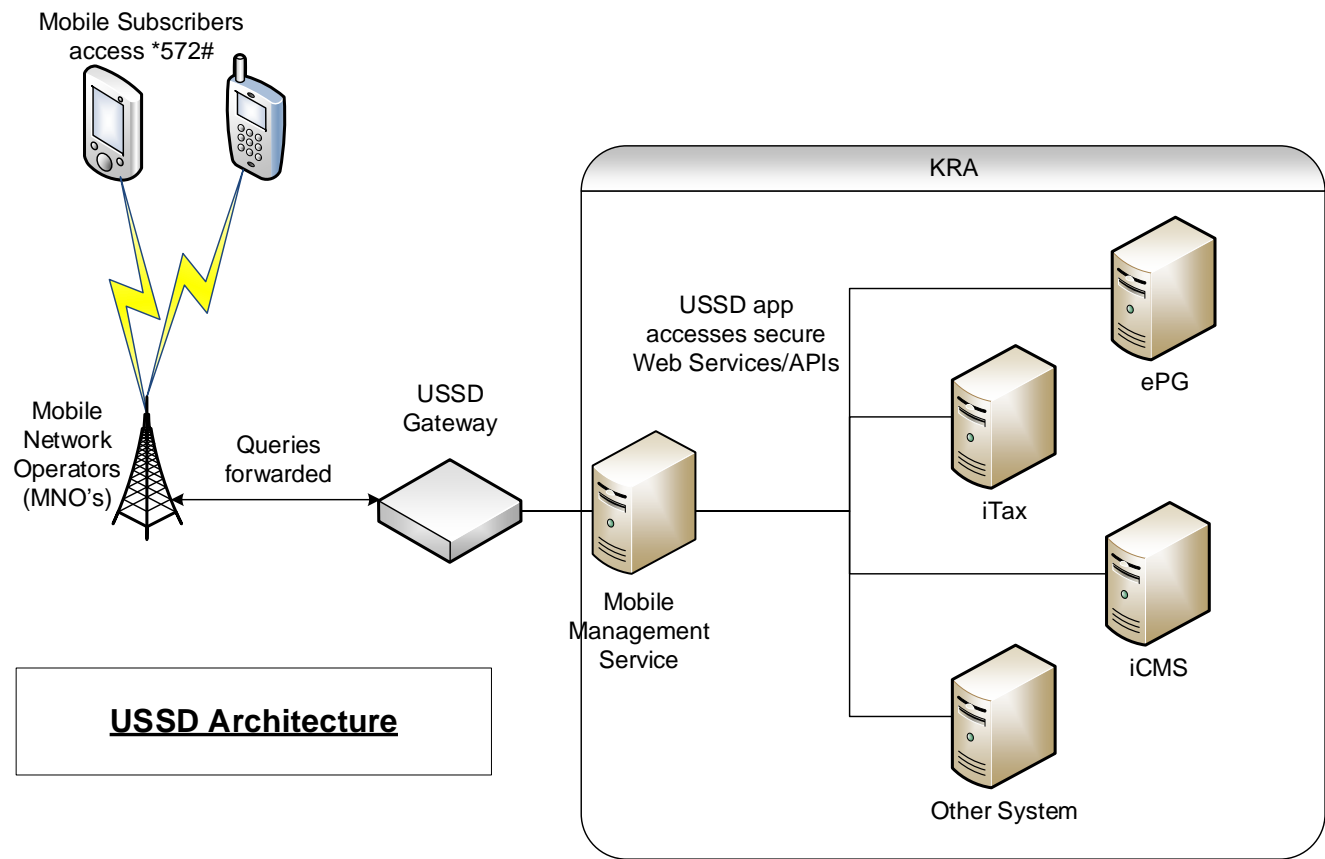
Bidders are not constrained or limited to the proposed models and may offer alternative models as long as they match the business requirements and leverage on the industry best practices.

**c) PROPOSED USSD BUSINESS MODEL**

It is expected that the service provider will implement a push SMS business model that will:

- Feature USSD queries to KRA business system web services and apis i.e. iTax and iCMS.
- Support retrieval of taxpayer contact details from KRA business systems.
- Support for at least 500 outgoing SMS per second.
- Support high availability through provision of redundant and failover links and SMS centres with a minimum bandwidth capacity of 4Mbps.

Below is the proposed push SMS business model:



**USSD Architecture**

**NOTE**

Bidders are not constrained or limited to the proposed models and may offer alternative models as long as they match the business requirements and leverage on the industry best practices.

**BIDDERS REFERENCE FORM**

**PROJECT SUMMARY FOR EACH REFERENCE SITE**

Please provide the following information on the listed reference clients;

1. Entity/Client Name: .....
2. Brief description of the clients business:  
.....  
.....  
.....
3. Brief description of the project:  
.....  
.....  
.....
4. Duration of project implementation (dates): .....
5. Value of the project: .....
6. Contacts of referee: .....
7. Contact person: .....
8. Title: .....
9. Telephone Contact: .....
10. E-Mail Address: .....
11. Signed By Clients Representative .....
12. Stamped/sealed by bidder: .....
13. Name of the Authorized Person: .....
14. Designation: .....

## SECTION VI – SCHEDULE OF REQUIREMENTS

### Procurement Item

Schedule A:

No.	Description	Delivery schedule
1.	<b>PROVISION OF BULK SMS, SMS SHORT CODE AND USSD GATEWAY SOLUTION AND SERVICE</b>	Three (3) weeks after issuance of LSO

#### (a) Instructions on Submission of Bids

Combined Technical and Financial Proposal (One Bid Document and submit to the appropriate KRA E-procurement Web Portal found on the KRA website so as to be received on or before **28<sup>TH</sup> January, 2020 at 11.00 a.m.** Note: Submission should strictly be done to KRA E-Procurement Portal.)

Section	Document
A	Tender Notice/Invitation to Tender
B	Valid Tax Compliance Certificate
C	Power of Attorney
D	Duly filled, signed and stamped Confidential Business Questionnaire
E	Tender Security
F	Certificate of Incorporation
G	Reference Letter from the bank
H	Key Staff Competency Profiles
I	Details of at least two (2) major clients
J	Technical Response Clause-by-Clause
K	Combined Technical and Financial Proposal
L	Manufacturer's Authorization/ accreditation



## (b) 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.

	<b>Description of Criteria</b>
<b>1.</b>	<b>Submission of Tender Documents</b> <ul style="list-style-type: none"><li>▪ One envelope bid system</li><li>▪ Power of Attorney<sup>1</sup>( Sole Proprietors Exempted)</li><li>▪ Bid security of <b>Kes One Hundred Thousand (100,000.00)</b> valid for <b>365 days</b> from the date of tender closure.</li><li>▪ Manufacturer's Authorization (accreditation where applicable) and should be addressed Kenya Revenue Authority.</li></ul>
<b>2.</b>	<b>Company Profile</b> <ul style="list-style-type: none"><li>▪ Attach copy of Registration of Business/ Certificate of Incorporation</li><li>▪ Duly Filled, Signed and Stamped Confidential Business Questionnaire Form.</li></ul>
<b>3.</b>	<b>Proof of Financial Resources</b> <ul style="list-style-type: none"><li>▪ Reference Letter from the bank indicating that the firm is currently operating an account( dated at least within the last 6 months)</li></ul>
<b>4.</b>	<b>Social Obligations</b> Submit: <ul style="list-style-type: none"><li>▪ Valid Tax Compliance<sup>2</sup> Certificate</li></ul>

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

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<sup>1</sup>Bidder to attach documentary proof of authority to sign the bid documents on behalf of the bidder.

<sup>2</sup> A Current Certificate of Compliance should be sought from the KRA in the case of local suppliers or agents. International bidders will be required to swear an affidavit to the effect that they have complied with taxation requirements in their country.

**(c) 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 20% of the total tender evaluation.

<b>Description of Criteria</b>	<b>Maximum Score</b>	<b>Cut Off Score</b>
<p align="center"><b>Managerial and Key Personnel Competency Profiles</b></p> <p>Key Staff Competency Profiles (Attach 3 CVs inclusive of relevant technical experience of key staff indicating skills relevant to the requirements including; development, project management and training).</p> <p><b>Academic Qualification:</b>  Degree.....1.5 marks  Diploma.....1 mark</p> <p><b>Experience</b>  5 years and above.... 1.5 marks  Below 5 years.....1 mark</p>	9	<b>4.5</b>
<p align="center"><b>Experience/Reputation of the Firm</b></p> <ul style="list-style-type: none"> <li>▪ Indicate number of continuous year of service in the field of mobile premium services.  5 years and above.....3 marks  Below 5 years.....2 mark</li>   <li>▪ Proof of satisfactory service rendered for at least two (2) major clients (comparable organization to KRA) with contracts of similar nature and value. Provide summary of services rendered, value of contract and contact person, address and telephone number...8 marks  (4 marks for each reference letter with full details)</li> </ul>	11	<b>5.5</b>
<b>Total</b>	<b>20</b>	<b>10</b>

(d)

**Overall Tender Evaluation Criteria**

The tender evaluation criteria is weighted as follows; -

<b>Criteria</b>		<b>Maximum Score/ Requirement</b>	<b>Cut-off Score</b>
Tender Responsiveness		Mandatory	All
Vendor Evaluation		20	10
Technical Specifications	Part A (20)	45	36
	Part B (10)		
	Part C (15)		
Financial Evaluation		<b>Award to the Lowest evaluated bidder</b>	

**SECTION VII – PRICE SCHEDULE**

**LOT 1: BULK PUSH & PULL SMS GATEWAY SOLUTION AND SERVICE**

**A. ONE OFF COST**

	<b>ITEM</b>	<b>Unit</b>	<b>UNIT PRICE (KSH) INCL OF ALL TAXES</b>	<b>TOTAL PRICE (KSH) INCL OF ALL TAXES</b>
1	Premium SMS Short Code set up, across all four (4) MNO	1		
2	Unstructured Supplementary Service Data (USSD) Code set up, across all four (4) MNO's	1		
3	SMS Gateway System and Applications Setup, Configuration, customization & integration with other Systems/Databases.			
4	Training & Documentation.			
<b>TOTAL</b>				

**B. RECURRENT COST**

	<b>ITEM</b>	<b>Units</b>	<b>UNIT PRICE (KSH) VAT Incl. (Per month)</b>	<b>TOTAL PRICE (KSH)VAT Incl. (Per Annum)</b>
1	Push SMS units (flat rate) across all MNO	3,000,000 (Estimated Volume)		
2	Unstructured Supplementary Service Data (USSD) Annual Subscription renewal			
3	Premium SMS Short Code Annual subscription renewal			
4	Annual Maintenance Contract for 3 years <b>Note:</b> - Warranty (for year 1), - Support and Maintenance (for year 2 and 3).	2		

<b>TOTAL</b>				
--------------	--	--	--	--

Estimated volume is at least 3,000,000 SMS per month.

**C. PROPOSED REVENUE SHARE RATIO, ON INCOME FROM CONVINIENCE CHARGES**

	<b>ITEM</b>	<b>MOBILE PROVIDER CHARGE</b>	<b>SOLUTION PROVIDER CHARGE</b>	<b>TOTAL CHARGE</b>
1	Unstructured Supplementary Service Data (USSD) Service – Per Session + SMS Response.			
2	Premium SMS Short Code - Service – Per Query SMS + Response SMS.			

Name of Tenderer \_\_\_\_\_ Tender Number \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

*Note:* In case of discrepancy between unit price and total, the unit price shall prevail.

## 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 provide Bulk SMS, SMS Short Code and USSD Gateway Solution and \_\_\_\_\_ Services ..... *(insert equipment description)* in conformity with the said tender documents for the sum of ..... *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

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

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

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

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

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

\_\_\_\_\_  
[signature] \_\_\_\_\_  
Duly authorized to sign tender for an on behalf of \_\_\_\_\_  
[in the capacity of]



## 8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

<b>Part 1 – General</b>																					
1.1	Business Name.....																				
1.2	Location of Business Premises..... .....																				
1.3	Plot No..... Street/Road ..... Postal Address..... Tel No..... Fax..... E mail .....																				
1.4	Nature of Business.....																				
1.5	Registration Certificate No.....																				
1.6	Maximum Value of Business which you can handle at any one time – KSHS...																				
1.7	Name of your Bankers ..... Branch .....																				
<b>Part 2 (a) – Sole Proprietor</b>																					
2a.1	Your Name in Full..... Age																				
2a.2	Nationality ..... Country of Origin ..... Citizenship Details.....																				
<b>Part 2 (b) Partnership</b>																					
2b.1	Given details of Partners as follows:																				
2b.2	<table border="0"> <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> <tr> <td>3.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.....</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.....	.....	.....	.....	3.....	.....	.....	.....	4.....	.....	.....	.....
<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>																		
1.....	.....	.....	.....																		
2.....	.....	.....	.....																		
3.....	.....	.....	.....																		
4.....	.....	.....	.....																		



.....

**Part 2 (c) – Registered Company**

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

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

.....  
Issued KSHS.

2c.3 Given details of all Directors as follows

<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>
<u>Shares</u>		

1.....

2.....

3.....

4.....

5.....

.....

.....

.....

**Part 3 – Eligibility Status**

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

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

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

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

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

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

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

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

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

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

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

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

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

**8.3 TENDER SECURITY FORM**

Whereas .....[name of the tenderer]  
(hereinafter called “the tenderer”)has submitted its tender dated.....[date of  
submission of tender ] for the provision of .....  
[name and/or description of the services]  
(hereinafter ..... called ..... “the  
Tenderer”).....

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

Of.....having registered office at  
[name of KRA](hereinafter called “the Bank”)are bound unto.....

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

for which payment well and truly to be made to the said KRA, the Bank binds itself, its  
successors, and assigns by these presents. Sealed with the Common Seal of the said Bank  
this\_\_\_\_\_ day of 20\_\_\_\_\_.

THE CONDITIONS of this obligation are:

- 1. If the tenderer withdraws its Tender during the period of tender validity specified by the  
tenderer on the Tender Form; or
- 2. If the tenderer, having been notified of the acceptance of its Tender by the KRA during the  
period of tender validity:

- (a) fails or refuses to execute the Contract Form, if required; or
- (b) fails or refuses to furnish the performance security, in accordance with the instructions to  
tenderers;

we undertake to pay to the KRA up to the above amount upon receipt of its first written  
demand, without the KRA having to substantiate its demand, provided that in its demand the  
KRA will note that the amount claimed by it is due to it, owing to the occurrence of one or  
both of the two conditions, specifying the occurred condition or conditions.  
This guarantee will remain in force up to and including thirty (30) days after the period of  
tender validity, and any demand in respect thereof should reach the Bank not later than the  
above date.

[signature of the bank]

*(Amend accordingly if provided by Insurance Company)*

**8.4 CONTRACT FORM**

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

WHEREAS the Procuring entity invited tenders for certain goods] and has accepted a tender by  
the tenderer for the supply of those goods in the sum of ..... [contract  
price in words and figures] (hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are  
respectively assigned to them in the Conditions of Contract referred to:

2. The following documents shall be deemed to form and be read and construed as part of  
this Agreement viz:

- (a) the Tender Form and the Price Schedule submitted by the tenderer
- (b) the Schedule of Requirements
- (c) the Technical Specifications
- (d) the General Conditions of Contract
- (e) the Special Conditions of contract; and
- (f) the Procuring entity’s Notification of Award

3. In consideration of the payments to be made by the Procuring entity to the tenderer as  
hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the  
goods and to remedy defects therein in conformity in all respects with the provisions of the  
Contract

4. The Procuring entity hereby covenants to pay the tenderer in consideration of the  
provisions of the goods and the remedying of defects therein, the Contract Price or such other  
sum as may become payable under the provisions of the Contract at the times and in the  
manner prescribed by the contract.

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity

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

*(Amend accordingly if provided by Insurance Company)*

**8.5 PERFORMANCE SECURITY FORM**

To Kenya Revenue Authority

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

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

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

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signed and seal of the Guarantors

\_\_\_\_\_  
[*name of bank or financial institution*]

\_\_\_\_\_  
[*address*]

\_\_\_\_\_  
[*date*]

**8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM**

To Kenya Revenue Authority

*[name of tender]* .....

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*

**8.7 MANUFACTURER’S AUTHORIZATION FORM**

To Kenya Revenue Authority

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

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

---

[*signature for and on behalf of manufacturer*]

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

**8.8 LETTER OF NOTIFICATION OF AWARD**

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

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

FOR: **Commissioner-General**