



STANDARD TENDER DOCUMENT

LEASE OF SCANNERS

TENDER NO.KRA/HQS/ICB-035- 2019 - 2020

**TIMES TOWER BUILDING
P.O. BOX 48240 – 00100
TEL: +254 020 2817022
EMAIL: eprocurement@kra.go.ke
www.kra.go.ke
NAIROBI, KENYA.**

PRE-BID: 1st November, 2019 at 10.00AM

CLOSING DATE: 13th November, 2019

TIME: 11:00 AM

CHECKLIST FORM

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

No	ITEM DESCRIPTION	Mandatory (Kindly tick once attached)
1.	<p>Two Bid – Requirement Technical Proposal - Submitted electronically via the supplier portal to Tech Bid C- Folder. Financial proposal – Submitted electronically via the supplier portal to Notes and attachment Folder.</p>	
2.	Power of Attorney ¹ (except for Sole proprietor)	
3.	Tender Security (USD. 10,000.00) valid for 365 days from the date of tender closing	
4.	Attach copy of Registration of Business/Certificate of Incorporation	
5.	Copy of valid Business License / Permit	
6.	Duly Filled, Signed and Stamped Confidential Business Questionnaire	
7.	Manufacturer’s Authorization/Distributorship appointment (Letter addressed to Kenya Revenue Authority)	
8.	Current Reference Letter from Bank (not older than six (6) months)	
9.	Submit evidence of Tax Registration and Valid Tax Compliance Certificate or Exemption if applicable in the country where the firm is registered.	
10.	Have an established presence in Kenya to support service delivery either directly or through a locally registered company in Kenya, or commitment to establish a service centre	
11.	Provide a detailed Repairs and Maintenance plan for the period of lease	
12.	The Lessor shall comply with Radiation Protection Board requirements and all other laws governing the use of scanners in the Republic of Kenya	
13.	Provide a statement that the firm is not blacklisted in Kenya/ or by the World Bank	
14.	Provide details of the make/brand, model and manufacturer of the equipment to be supplied. Only one bid may be submitted in respect of a specific manufacturer’s make/ brand and/or model of equipment. Where more than one bid is received for the same manufacturer’s make/brand and/or model, all the bids in this respect shall be treated as invalid	
15.	<p>Manufacturers Authorization Letter/ Distributorship appointment Bidders must be Original Equipment Manufacturer (OEM) or if bidding on behalf of an OEM, provide written communication from the product manufacturer addressed to Kenya Revenue Authority, authorizing them to bid on their behalf in respect of this tender</p>	
16.	<p>Bidders who are not original iSCAN solution installers must provide written evidence of the existence of a negotiated arrangement with the original iSCAN service provider for support in system integration and subsequent maintenance for the duration of their equipment’s life. The cost of such system integration and maintenance support should be included in the bid price.</p> <p>Bidders are required to provide an integration confirmation from iSCAN Service provider who can be reached through the following address: maxiongfeng@nuctech.com &</p>	

	<p>Copy to: <i>eprocurement@kra.go.ke</i></p> <p>Integration technical requirement document is attached and marked as Appendix (i). Page 84– 91.</p>	
17	<p>Bidders must demonstrate capacity to support integration of KRA cargo scanner solution with similar equipment within East Africa Community (EAC) Partner States. Evidence to be provided through demonstration of system/ equipment compatibility including proof of involvement in the installation of cargo scanning solutions in at least three (3) EAC partner states. The scope of such installation to be proven through contractual documentation or client letters of reference</p>	

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Tender Notice

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

NO	DESCRIPTION	ELIGIBILITY	PRE- BID - DATE, TIME, AND VENUE	CLOSING DATE AND TIME
1.	KRA/HQS/ICB-035/2019 - 2020 LEASE OF SCANNERS	OPEN	1st November, 2019 10.00. AM (TIMES TOWER)	13th November, 2019 11.00 AM

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. Prospective bidders should register for E-Procurement to enable them access the KRA portal under "New Supplier Registration" found under the E - Procurement Tab.
3. Addenda / clarifications if any will be posted in Kra Website (www.kra.go.ke) and also sent to all prospective tenderes that have registered for the tender in the KRA supplier Portal.
4. Technical Qualification requirements; Refer to Section V of the bidding document.
5. Completed Bids are to be saved as **PDF documents** marked with the relevant tender description and submitted to the appropriate KRA E-procurement Web Portal found on the KRA website so as to be received on or before 13th November, 2019 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.**
6. Bids will be opened electronically promptly after closing time and Bidders or their representatives are welcome to witness the opening at **Times Tower Building**.
7. An original hard copy of the Bid Security (where applicable) of not less than the indicated amount or equivalent amount in a freely convertible currency must be dropped in the **Tender Security Box** located at **Times Tower Building, Ground Floor** any day before the tender closing date. The Bid Security (where applicable) must be in a sealed envelope bearing the Tender Description and addressed to the address indicated below.

Deputy Commissioner-Supply Chain Management
Times Tower Building, 25th Floor,
P.O Box 48240- 00100 GPO,
Tel. +254 020 310900
Nairobi, Kenya.
website: www.kra.go.ke
Email : eprocurement@kra.go.ke

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

SECTION II - INSTRUCTIONS TO TENDERERS

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SECTION II - 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 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 bid document shall be downloaded from the KRA website free of charge.

2.3 The Tender Document

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

2.4 Clarification of Documents

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

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

2.5 Amendment of Documents

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

2.5.2 Any addendum issued shall be part of the tender document and shall be communicated on the KRA Website and via electronic mail to all registered bidders.

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

2.6 Language of Tender

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

2.7 Documents Comprising of Tender

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

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

2.8 Tender Forms

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

2.9 Tender Prices

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

2.10 Tender Currencies

- 2.10.1 Prices shall be quoted in Kenya Shillings or the equivalent in freely convertible currency 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, the tenderer shall provide maintenance, repair and spare parts –stock obligation covering the whole contract proscribed in the conditions of the 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 10% 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
- 2.12.7 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.
- 2.12.8 The tender security may be forfeited:
- a) If the tenderer **withdraws** its tender **during** the period of tender validity specified by KRA on the Tender Form; or
 - b) In the case of a successful tenderer, if the tenderer fails:
 - 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 This is a **TWO ENVELOPE bid. (TECHNICAL AND FINANCIAL SEPARATE) The bids** Shall be submitted through the KRA supplier portal. The technical proposal and the Financial Proposal Shall be submitted to the Technical and Financial Folders respectively
- 2.14.2 The tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-

attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

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

2.16 Deadline for Submission of Tenders

- 2.16.1 Tenders must be submitted to KRA through the supplier portal not later than **13th November, 2019 AT 11.00AM. The system shall not permit submission after the said date and time.**

KRA may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5, in which case all rights and obligations of KRA and candidates previously subject to the deadline will therefore be subject to the deadline as extended.

- 2.16.2 The KRA may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the KRA and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.17 Modification and Withdrawal of Tenders

- 2.17.1 The tenderer may modify the tender after submission and resubmit to the 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.

- 2.17.2 The Tenderers may withdraw their submissions prior to the tender closing date and time through the supplier portal. A tender once withdrawn cannot be resubmitted. Where a tenderer withdraws his bid after submission of the bid security, he/she shall collect the bid security from KRA after the tender is opened.

- 2.17.3 No tender may be modified after the deadline for submission of tenders.

- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7.

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

- 2.17.6 The KRA shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18 Opening of Tenders

- 2.18.1 KRA shall open all the submitted tenders in the presence of tenderers' representatives who choose to attend, **in** the location specified in the Invitation to Tender. The Technical proposal will be opened at **11:00 AM** on 13th November, 2019. **Bidders who shall pass the technical evaluation shall be contacted at a later date to attend the opening of the financial proposal.** The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.18.3 The KRA will prepare minutes of the tender opening.

2.19 Clarification of Tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders the KRA may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

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

2.20 Preliminary Examination

2.20.1 The KRA will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity. If there is a discrepancy between words and figures the amount in words will prevail.

2.20.3 The KRA may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the KRA will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The KRA's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the KRA and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.21 Conversion to Single Currency

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

2.22 Evaluation and Comparison of Tenders

2.22.1 The KRA will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.22.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

2.22.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of

contract award shall be considered for debarment from participating in future public procurement.

2.22.4 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.5 KRA's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

- a) Lease 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) Lease Plan

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

- b) Deviation in payment schedule

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

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

- 2.22.7 a) Necessary qualifications, capability experience, services, equipment and production facilities to provide what is being procured.
- b) Legal capacity to enter into a contract for procurement.
- c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- d) Shall not be debarred from participating in public procurement.

2.23 Preference

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

2.24 Contacting the Kenya Revenue Authority

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

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

2.25 Award of Contract

(a) Post-qualification

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

2.25.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the

tenderer, pursuant to paragraph 2.12.3 as well as such other information as the KRA deems necessary and appropriate.

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

(b) Award Criteria

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

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

(c) KRA's Right to Vary Quantities

- 2.25.6 The KRA reserves the right at the time of contract award to increase or decrease the quantity of 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 the contract and return it to the KRA.

2.28 Performance Security

- 2.28.1 Within Thirty (30) days of the receipt of notification of award from the KRA, the successful tenderer shall furnish the performance security in accordance

with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the KRA.

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

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

2.29 Corrupt or Fraudulent Practices

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

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

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

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

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

APPENDIX TO INSTRUCTIONS TO TENDERERS

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.1.1	The tender is open to all qualified firms provision of Lease of Scanners
2.1.2	The Declaration of No Conflict of Interest is incorporated in the Confidential Business Questionnaire.
2.2.2	Bidders may download the tender documents free of charge from the Kenya Revenue Authority website www.kra.go.ke .
2.12.1	The amount of tender security required is United States of America Dollars Ten Thousand Only (USD. 10,000) or the equivalent in freely convertible currency. The tender security must be valid for 365 days from the date the tender closes.
2.13.1	Bid Validity Period is 335 days from date of tender closing
2.13.3	The technical specifications are given in pages 25 to 37.
2.16.2	The bidder must provide an appropriate written power of attorney establishing the authorization of the signatory to the tender documents to bind the bidder.
2.17	<p><i>This tender is based on TWO (2) bid envelope system. The bidder shall submit technical and financial proposals electronically via the supplier portal in the respective folders within the tendering period. The Tender shall open on 13th November, 2019 at 11:00 hours, local time,</i></p> <p>Place: Convention Centre on the 5th Floor of Times Tower Building.</p> <p>Street: Haile Sellasie Avenue</p> <p>City: Nairobi</p> <p>Country: Kenya.</p>
2.20.1	Opening of tender documents will be done in public at the time of closing the tender.
2.22.1	<p>Bidders are 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>The bid evaluation will take into account the completeness of bid, vendor evaluation and technical evaluation.</p> <p>Bidders must conform to the specific Technical Requirements in Section IV.</p>

2.25

Preference

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

2.30

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

SECTION III: GENERAL CONDITIONS OF CONTRACT
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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

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

3.3 Country of Origin

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

3.4 Standards

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

3.5 Use of Contract Documents and Information

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

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

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the

Procuring entity and shall be returned (all copies) to the KRA on completion of the tenderer's performance under the Contract if so required by the KRA.

3.6 Patent Rights

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

3.7 Performance Security

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

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

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

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

3.8 Inspection and Tests

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

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

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

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

- Procuring entity or its representative prior to the services delivery.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer 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 tenderer 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.
- 3.10.3 **Indemnity**
The Procuring Entity agrees to indemnify and hold harmless Contractor and its affiliates and each of their respective directors, officers, agents, employees and sub-contractors (each an “indemnitee”), and defend them from and against any and all claims (whether during or after the term) that may arise or result from the performance of obligations under the contract by or on behalf of Contractor, except to the extent any such claims result from a breach of this contract directly attributable to the gross negligence or willful misconduct of such indemnitee
- 3.11 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 the cumulative value of all contract variations request should not result in an increment of the total contract price by more than twenty five (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 for Convenience

3.17.1 The KRA by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the KRA convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

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

3.18 Resolution of Disputes

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

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

3.19 Language and Law

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

3.20 Force Majeure

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

3.21 Applicable Law

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

3.22 Notices

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

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7	<p>Performance Security</p> <p>The performance Security 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>Delivery</p> <p>lease of scanners</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 Purchase Order (LPO). The requirements may be adjusted by giving a short notice.</p>
3.10	<p>Payment Terms</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 provision of all supporting documents. However, KRA may negotiate mutually acceptable payment terms with the successful tenderer.</p>
3.11	<p>Prices</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. Price variation shall not be allowed for a contract of a period of less than One (1) year.</p>
3.16	<p>Liquidated Damages</p> <p>If the delivery date is extended (except by mutual consent) a penalty amounting to 0.5% of the total cost will be charged per day up to a maximum of thirty (30) days. No deliveries shall be accepted after the thirtieth working day in which case the LPO will automatically lapse and be deemed to have been cancelled at the close of business on the twentieth day. The Authority shall then be at liberty to realize the performance bond.</p> <p>In this clause, “days” means working days.</p>

3.18

Resolutions of Disputes

Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the Nairobi Centre for International Arbitration (Arbitration) Rules 2015, made under the Nairobi Centre for International Arbitration Act, 2013. *The place of arbitration shall be Nairobi.* The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in this Contract, the arbitral tribunal shall have no authority to award interest. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

3.19

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

5.1 General

5.1.1 The specifications describe the requirements for services.

5.1.2 The tenderers are requested to present information along with their offers as follows:

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

5.2 Particulars

Kenya Revenue Authority is interested in **Lease of Scanners**

5.3 Technical Requirements:

This tender covers **Lease of Scanners**.

TECHNICAL SPECIFICATIONS

5.4 Introduction

The Kenya Revenue Authority has implemented new-modern scanners at the port of Mombasa and ICD and a heightened collaboration with other partner government agencies with a view to curtail illicit trade at these entry/ exit points. This is in a renewed effort to curb tax cheats and increase its import duty collections, which have been hampered by mis-declaration and concealment of cargo on imported containerised goods.

The scanner solution provides visibility at the scanning site regardless of its remote location. This non-intrusive technology, has helped the authority make numerous interceptions that include high-end vehicles concealed in containers, triple packed tires and other concealments, which would have not previously been possible.

The existing KRA integrated scanner solution has the following components

1. Two command centers that integrate all the existing scanners through a platform known as iSCAN
2. A platform for receiving raw images from the scanners located at various release points (Mombasa, ICD amongst others)
3. A centralized images analysis platform.
4. User interface that is accessible online
5. The system is in the process of integration with the custom management
6. Six (6) scanners are already integrated and four (4) are in the process of integration

The current number of scanners is not adequate as some areas are not equipped with scanners. In order to enhance Scanner coverage, KRA seeks to procure scanner leasing services to supplement existing ones, with a view of reaping maximum benefits.

5.5.0 Scanner Leasing Guidelines

Following are the guidelines for leasing of scanners:

5.5.1 Lease term

The Lessor shall provide a quotation with three lease period options (3 years, 5 years and 7 years lease). KRA shall choose the most viable option considering the costs, the useful life of the machine, the expected depreciation among other factors.

5.5.2 Lease payments

The Lessee agrees to make rental payments semi-annually. The payment shall commence one month after successful site acceptance tests of the machine by the lessee and subsequently every six (6) months up to the end of the lease term. If necessary, the payment interval may be re-negotiated and agreed by both parties.

5.5.3 Delivery and installation expenses

The lessor shall be responsible for all delivery expenses including shipping, transportation, civil constructions and installation of the scanners at the lessee's premises. The Lessor shall deliver and Lessee shall acknowledge delivery of the machine after inspection and testing to confirm that the machine is satisfactory in every respect.

5.5.4 Taxes

The Lessor shall pay all import, sales, use or other taxes that may be imposed on either party as a result of this transaction. Lessor shall indemnify, defend and hold the Lessee, employees and agents harmless from all liabilities, suits, judgments, obligations, fines, penalties, claims, costs, and expenses (including reasonable legal fees) arising out of the imposition of any such tax on the Lessee.

5.5.5 Operations

The Lessor shall ensure the scanners are operational on a 24/7 basis. The lessor shall make necessary prior arrangements to support this.

5.5.6 Maintenance

The Lessor shall undertake all routine maintenance and emergency repair in the event of machine breakdown or malfunction. The expense of all repairs and maintenance made including labor, material, parts and other items shall be paid by the Lessor. The Lessor shall not alter or modify the machine in any way that would impair the value or originally intended use.

5.5.7 Insurance

The Lessor shall insure the scanner against fire, theft, collision, political violence, terrorism and such other risks as may be applicable. In the event of such loss or damage, the Lessor shall promptly repair the Machine to return it to good working order or replace the Machine with like Machine of the same model in good condition and working order, free and clear of all liens and encumbrances.

5.5.8 Compliance with Radiation Protection Board (RPB) & other laws and safety of the users

The Lessor shall comply with Radiation Protection Board requirements and all other laws governing the use of scanners in the Republic of Kenya. The Lessor shall ensure that Radiation surveys are carried

out regularly. The Lessor shall supply safety devices including dosimeters for the use of staff working in the scanner site, be responsible for the radiation safety of all staff, agents and stakeholders who access the scanner area. The lessee may at their discretion conduct independent and parallel radiation monitoring to their satisfaction.

5.5.9 Ownership

The machine shall at all times be and remain the sole and exclusive property of the Lessor. The Lessee shall not bear responsibility for any damage out of the Lessor's handling or operations of the machine during the lease term. The Lessor shall upon expiry of the lease term remove the machine from the Lessee's premises at own cost and be responsible for its disposal.

5.5.10 Service Level Agreement

The parties shall enter into a Service Level Agreement to clearly define allowed downtimes, response time, patches and updates, availability of local engineers, accidents, repair time, additional support, etc.

5.5.11 Training

The Lessor shall ensure that all KRA personnel utilizing the machine are properly trained in the use thereof. The cost of all of the training required by the lessee shall be borne by the Lessor. The Lessee may request different types of training to be provided to other staff members at no additional charge to the Lessee.

5.5.12 Integration with iSCAN

The scanner must be capable of being integrated with the system currently in use. The lessor shall supply to ICT and technical staff of the lessee any information or documentation necessary for the operationalization of the integration. The lessor shall be responsible for system integration with regard to related costs, development and deployment to live after user acceptance tests.

5.5.13 Ownership and handling of scanner information

The Lessee shall own all information processed and stored in the scanner. Servers will be under the control of KRA to safeguard information. The Lessor shall exercise confidentiality in the handling of such information and ensure the same is not divulged to other parties. The information stored in the scanner shall at the end of the lease term be retained by the Lessee.

5.5.14 Use of the scanning equipment

The Lessee shall exercise due care in its operation and use of the machine. Lessee shall not use and shall not permit others to use the machine in any manner that would contravene applicable laws, rules, regulations and other governmental directives, would violate the terms of the Lessor or would contravene the manufacturer's reasonable operational standards for the machine.

5.5.15 Licenses and permits

The Lessor shall obtain all permits and licenses necessary for the installation, operation, possession and use of the Machine. The Lessor shall comply with all laws, rules, regulations and other governmental directives applicable to the installation, use, and operation of the Machine and, if compliance with such law, rule, regulation or other governmental directive requires changes or additions to be made to the Machine, such changes or additions shall be made by Lessor at their own cost.

5.5.16 Utility Charges

The Lessor shall pay all charges for fuel or other utility service to be used on or in connection with the machine including charges for installation of such services.

5.5.17 Acts of commission or omission by the Lessor's employee

The Lessor shall put in place adequate measures to prevent against any revenue or other financial losses that may be suffered by the Lessee ensuing out of actions by employees or agents of the Lessor. The Lessee shall surcharge the Lessor for any acts of commission or omission by employees or agents of the Lessor that cause the Lessee to incur losses.

5.5.18 Indemnity

The Lessee shall not be responsible for any injuries, damages, penalties, claims or losses, including but not limited to legal costs and expenses, incurred by the Lessor or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, repair, storage, modification, maintenance, condition, use, return or disposition of the Machine.

5.5.19 Force majeure

The Lessor shall not be liable for delay or non-shipment resulting from acts or events beyond its reasonable control. In the event of such delay, the date of shipment shall at the request of lessor, be deferred for a period equal to the time lost by reason of the delay and otherwise for a reasonable time.

5.5.20 Governing law and dispute resolution

The lease shall be governed by and construed in accordance with the laws of the Kenya. The Lessor and Lessee agree that the courts of Kenya shall have the exclusive jurisdiction to settle any disputes, which may arise in connection with the Lease.

5.5.21 Connection to the Kenyan grid

The equipment MUST be configured to seamlessly connect to Kenya's mains electricity.

5.5.22 Business continuity

The Lessor MUST have arrangements in place for business continuity including generators, power backup systems, etc. All costs incurred from such business continuity arrangements shall be met by the Lessor.

5.6 GENERAL QUALIFICATIONS

The Lessor should meet/submit the following:

- a) Have an established presence in Kenya to support service delivery either directly or through a locally registered company in Kenya, or commitment to establish a service centre
- b) Submit evidence of tax registration and valid tax compliance certificate or exemption if applicable
- c) Submit a Valid Business License copy.
- d) Provide a detailed Repairs and Maintenance plan for the period of lease
- e) The Lessor shall comply with Radiation Protection Board requirements and all other laws governing the use of radiation generating equipment in the Republic of Kenya
- f) Indicate Bid validity period of not less than 335 days from closing date
- g) Must not be blacklisted in Kenya by any law enforcement agency.

5.7 MANDATORY REQUIREMENTS

- a) Bidders must be Original Equipment Manufacturer (OEM) or if bidding on behalf of an OEM, provide written communication from the product manufacturer addressed to Kenya Revenue Authority, authorizing them to bid on their behalf in respect of this tender.
- b) Provide details of the make/brand, model and manufacturer of the equipment to be supplied. Only one bid may be submitted in respect of a specific manufacturer's make/brand and/or model of equipment. Where more than one bid is received for the same manufacturer's make/brand and/or model, all the bids in this respect shall be treated as invalid.
- c) The Lessor must submit at least five (5) reference sites where they have installed similar solutions of equivalent magnitude and specifications for each type of scanner (**except for the out of gauge scanner which is a Kenya specific requirement**). The evidence shall be provided for every type of scanner for every reference site (**except for the out of gauge scanner which is a Kenya specific requirement**) by means of **submission of clear copies of:** contract awarded or Purchase Orders, **for each solution component;** demonstration of scope of the installation **for each solution component;** and copies of

completion certificates or recommendation letters from previous clients **for each solution component.**

- d) The Lessor should indicate the name of the organization, physical address and contact person(s) for all the installations that are used as reference sites.
- e) Provide a CV of a technical expert who has an in-depth knowledge and extensive experience in implementation of scanning solutions to oversee project management. The expert proposed must be available at all times and must be fluent in spoken English.
- f) Submit price schedules (inclusive of taxes) for the leasing of each category of scanner for three lease period options (3, 5 and 7 years,) and specify applicable lease amounts on quarterly and semi-annual basis.
- g) The prices shall include all costs to make the scanner operational at the respective sites including civil works, installation, testing and integration with the iSCAN platform.
- h) Bidders who are not original iSCAN solution installers must provide written evidence of the existence of a negotiated arrangement with the original iSCAN service provider for support in system integration and subsequent maintenance for the duration of their equipment’s life. The cost of such system integration and maintenance support should be included in the bid price.
- i) Bidders must demonstrate capacity to support integration of KRA cargo scanner solution with similar equipment within East Africa Community (EAC) Partner States. Evidence to be provided through demonstration of system/ equipment compatibility including proof of involvement in the installation of cargo scanning solutions in at least three (3) EAC partner states the scope of such installation to be stated in terms of units installed and proven through contractual documentation and/ or client letters of reference
- j) Specify the time it shall take to deliver, install, integrate and commission each piece of equipment from the time of contract award.
- k) Specify maintenance support response times with downtime not exceeding two (2) per cent.

5.8 IMMEDIATE SCANNER REQUIREMENT

SITE	TYPE OF SCANNER	NUMBER REQUIRED
Kilindini Port	Drive through scanner	ONE
	Drive through scanner For out of gauge cargo	ONE

5.9 Site Visit Evaluation

Successful bidders will be subjected to reference sites check to verify previous work done.

Description of Evaluation Criteria
Site Visit evaluation
KRA will conduct site visits to any or all of the provided reference sites. The bidder will be required to facilitate/organize the visit to any such chosen site(s)

6.0 FACTORY INSPECTION

- 6.1 The lessee shall be entitled to have the quantity and quality of the imported equipment inspected by three (3) representatives for the lessee.
- 6.2 The said inspection shall be carried out at the factory of manufacture of the equipment during normal working hours and the successful tenderer shall give written notice to the lessee at the latest thirty (30) calendar days in advance of the date that the equipment is ready for inspection.
- 6.3 Travel (including ground, air travel and airport passage taxes) and full board accommodation expenses in at least a four (4) star hotel incurred by the lessee's representative shall borne by the contractor. The contractor shall also meet out of pocket expenses for the officers at Government of Kenya rates for the duration of the factory inspection.
- 6.4 The inspection period shall be five (5) working days excluding travelling time.
- 6.5 If as a result of the inspection any of the equipment are found to be defective, the successful tenderer shall replace the defective equipment and determine a new date as when a new inspection shall be performed at the expense of the contractor.
- 6.6 The successful tenderer shall only ship the materials after the said factory inspection.

SECTION VI - SCHEDULE OF REQUIREMENTS

Procurement Item

Schedule A:

No.	Description	Delivery schedule
1.	lease of Scanners	Commence implementation four (4) weeks after issuance of LPO Provide implementation schedule

Instructions on Submission of Bids

This is a **TWO ENVELOPE bid. (TECHNICAL AND FINANCIAL SEPARATE)** The bids shall be submitted through the KRA supplier portal. The technical proposal and the Financial Proposal shall be submitted to the Technical and Financial Folders respectively:

Section	Document
A	Confidential Business Questionnaire
B	Power of Attorney ² (except for Sole proprietor)
C	Business Registration Certificate/Certificate of Incorporation
D	Manufacturer's Authorization Form(s)
E	Tender Security
F	Valid Tax Registration Certificate
G	Reference Letter from the Bank
H	Details of five (5) major Clients
I	Technical Clause by Clause response

Financial Proposal

J	Price Schedule
K	Form of Tender (Dully filled, Signed and stamped)

NOTE:

Technical and Financial proposals to be submitted to the technical and financial folders respectively

I(a) 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 the following information required will be declared non responsive and shall not be evaluated further.

No.	MANDATORY REQUIREMENTS
1.	<p>Two Bid – Requirement Technical Proposal - Submitted electronically via the supplier portal to Tech Bid C- Folder. Financial proposal – Submitted electronically via the supplier portal to Notes and Attachment Folder</p>
2.	<p>Submission of Tender Documents</p> <ul style="list-style-type: none"> ▪ Power of Attorney³ (except for Sole proprietor) ▪ Original Tender Security (USD. 10,000.00) valid for 365 days from the date of tender closing.
3.	<p>Company Profile Suitability of Service Provider</p> <ul style="list-style-type: none"> ▪ Attach copy of Registration of Business/Certificate of Incorporation ▪ Copy of valid Business License / Permit ▪ Duly Filled, Signed and Stamped Confidential Business Questionnaire
4.	<p>Proof of Financial Resources Current Reference Letter from Bank (not older than six (6) months)</p>
5.	<p>Submit evidence of Tax Registration and Valid Tax Compliance Certificate or Exemption if applicable in the country where the firm is registered.</p>
6.	<p>Have an established presence in Kenya to support service delivery either directly or through a locally registered company in Kenya, or commitment to establish a service centre</p>
7.	<p>Provide a detailed Repairs and Maintenance plan for the period of lease</p>
8.	<p>The Lessor shall comply with Radiation Protection Board requirements and all other laws governing the use of scanners in the Republic of Kenya</p>
9.	<p>Provide a statement that the firm is not blacklisted in Kenya/ or by the World Bank</p>
10.	<p>Provide details of the make/brand, model and manufacturer of the equipment to be supplied. Only one bid may be submitted in respect of a specific manufacturer’s make/ brand and/or model of equipment. Where more than one bid is received for the same manufacturer’s make/brand and/or model, all the bids in this respect shall be treated as invalid</p>
11.	<p>Manufacturers Authorization Letter/ <i>Distributorship appointment</i></p> <p>Bidders must be Original Equipment Manufacturer (OEM) or if bidding on behalf of an OEM, provide written communication from the product manufacturer addressed to Kenya Revenue Authority, authorizing them to bid on their behalf in respect of this tender.</p>
12.	<p>Bidders who are not original iSCAN solution installers must provide written evidence of the existence of a negotiated arrangement with the original iSCAN service provider for support in system integration and subsequent maintenance for the duration of their equipment’s life. The cost of such system integration and maintenance support should be included in the bid price.</p>

³ Bidder to attach documentary proof of authority to sign the bid documents on behalf of the bidder.

	<p>Bidders are required to provide an integration confirmation from iSCAN Service provider who can be reached through the following address: maxiongfeng@nuctech.com & Copy to: eprocurement@kra.go.ke</p> <p>Integration technical requirement document is attached and marked as Appendix (i). Page 84 – 91</p>
13.	<p>Bidders must demonstrate capacity to support integration of KRA cargo scanner solution with similar equipment within East Africa Community (EAC) Partner States. Evidence to be provided through demonstration of system/ equipment compatibility including proof of involvement in the installation of cargo scanning solutions in at least three (3) EAC partner states. The scope of such installation to be proven through contractual documentation or client letters of reference.</p>

(b) Vendor Evaluation Criteria

The following criteria will be used in the evaluation of all potential suppliers. The documents submitted will be evaluated for suitability on a Pass or Fail basis.

Description of Evaluation Criteria	Maximum Score	Cut off score
Managerial and Key Personnel Competency Profiles		
Provide a CV of a technical expert who has an in-depth knowledge and extensive experience in implementation of scanning solutions to oversee project management. The expert proposed must be available at all times and must be fluent in spoken English	Pass	Pass
Experience/Reputation of the vendor		
<p>The Lessor must submit at least five (5) reference sites where they have installed similar solutions of equivalent magnitude and specifications for each type of scanner (except for the out of gauge scanner which is a Kenya specific requirement).</p> <p>The evidence shall be provided for every type of scanner for every reference site (except for the out of gauge scanner which is a Kenya specific requirement) by means of submission of clear copies of:</p> <ol style="list-style-type: none"> 1. Contract awarded or Purchase Orders, for each solution component 2. Demonstration of scope of the installation for each solution component, 3. Copies of completion certificates or recommendation letters from previous clients for each solution component. <p>The Lessor should indicate the name of the organization, physical address and contact person(s) for all the installations that are used as reference sites. <i>KRA reserves the right to visit any of the declared sites without reference to the Lessor.</i></p> <p><i>Reference letter should have full contacts; client names, postal address, telephone, email, nature of work done, value of contract, date work was done and completion status/date. (Each project with all required details to pass– The projects will be subjected to verification). Bidders MUST use the template below to provide this information.</i></p>	Pass	Pass

<ul style="list-style-type: none"> • Provide a delivery schedule from the time of contract award to deliver, install, integrate and commission each piece of equipment (This shall include integration of the scanners to platform. Indicate Warranty period) 	Pass	Pass
<ul style="list-style-type: none"> • Bidders who are not original iSCAN solution installers must provide written evidence of the existence of a negotiated arrangement with the original iSCAN service provider for support in system integration and subsequent maintenance for the duration of their equipment's life. The cost of such system integration and maintenance support should be included in the bid price. 	Pass	Pass
<ul style="list-style-type: none"> • Specify maintenance support response times with downtime not exceeding two (2) per cent. 	Pass	Pass
<ul style="list-style-type: none"> • The Lessor must submit evidence of at least three (3) sites where they have integrated or are in the process of integrating at least two (2) cargo scanners for centralised image analysis and built command centres per site. The evidence shall be provided by means of: <ul style="list-style-type: none"> ○ Copies of contract awarded, or Purchase Orders, or completion certificates, or recommendation letters from previous clients for each site. 	Pass	Pass
Total Score	Pass	Pass

Table 1: Managerial and Key Personnel Competency Profiles Template

	Engineer CV (Attach and reference the engineer's CV demonstrating the experience indicating both implementation and support roles)	Product certification in component deployment (attach and reference the certificate)	Description of projects where Experience was gained (successful and completed projects – include number of solution users and project start and end dates)	Number of projects	Years of experience in the solution component	Proposed Solution Component that the engineer has experience in	Engineer Name (Provide two engineers for each proposed solution component)
1							
2							
3							
4							
5							
6							

Table 2: Relevant Reference sites template

Industry/ Sector	Client Contact Details	Nature/Description of work done	Value of Contract	Project Start Date	Project Completion Date	Contact Person
	<i>client names, postal address, telephone, email</i>	<i>Description to include the components deployed.</i>				<i>names, telephone, email</i>

C Technical Implementation Requirements

Clause-by-Clause Evaluation on the response to the Technical Specifications

1. The bidder is required to fill all the tables under bidder’s response or use their format to respond.
2. The bidder MUST provide a substantive response for all features irrespective of any attached technical documents. Use of Yes, No, tick, understood and will comply, compliant etc will be considered non-responsive.
3. The bidder MUST append official company stamp and/or authorized signature on all attached technical data sheets

I. MINIMUM TECHNICAL SPECIFICATIONS FOR DRIVE-THROUGH SCANNER

No.	Feature	Minimum Requirements	Bidder’s Response	Pass / Fail
1	X-ray transmission technology	<p>1) Low energy and high energy x-ray transmission, 3Mev and 6Mev respectively.</p> <p>2) Organic and metallic will be marked as different colours.</p>		
2	Operation efficiency	<p>1) Low and high energy configuration in operations</p> <p>2) Ease of control of traffic and secure operations</p>		
3	Scan object height	<p>4.8 meters at least</p> <p>Considering the kind of trucks operating in the local environment, 4.8m clearance will allow for scanning of most cargo including on OPEN-TOP containers.</p> <p>This will ensure the safety of scanning equipment from physical damage</p>		
4	Scan object width	<p>2.8 meters at least</p> <p>Considering the kind of trucks operating in the local environment, 2.8m width will allow for scanning of most</p>		

		cargo including OUT OF GAUGE cargo, OPEN TOP containers, etc.		
5	Material discrimination	Orange – for Organic materials (such as explosives, narcotics, cotton, sugar, alcohol etc.) with low atomic number. Blue – for Inorganic materials (such as steel, copper, lead and etc.) with high atomic number.		
6	X-ray source	The unit for the generation of the X-rays must produce photons of a suitable energy and intensity, for the complete inspection of containers. X-ray sources based on non-radioactive materials are acceptable. The use of radioisotopes and neutrons will not be acceptable.		
7	Penetration	≥300mm steel plate.		
8	Spatial resolution	Spatial resolution of 5mm or better at any location at the centre of the container.		
9	Wire detectability	Wire detectability of 2mm or better (in free air).		
10	Contrast sensitivity	≤2% 2mm thick steel sheet behind 100mm thick steel plate		
11	Scan speed	5– 15 km/h		
12	Throughput	The scanner shall be able to scan at least 150 trucks per hour		

13	Working mode	<p>1) Drive-through scanning mode</p> <p>2) X-ray automatically avoids driver cab and shuts off</p> <p>3) there must be no distortion in X-ray image within the speed range of 5km/h to 15km/h during scanning</p>		
14	Cab scan exclusion	The system shall support technology to automatically avoid scanning cabs for trucks in high energy transmission configuration		
15	Continuous scanning	The system shall automatically initiate scanning once the previous scanning activity is complete		
16	KRA ICT Policy	The scanner system should conform to the KRA ICT Security Policy which is based on the ISO 27001 standard		
17	Voltage rating	<p>240/415±10% VAC, 3-phase 5-wire or configured according to customers' requirement.</p> <p>50±1 Hz or configured according to customers' requirement</p>		
18	Radiation safety	<p>1) The maximum dose rate shall not exceed 1.0 µSv/hr at any position of the restricted area boundary.</p> <p>2) During operation, radiation dose received by the Operation Crew must not exceed 1.0µSv/hr in the assigned working area.</p> <p>3)The scanner shall also comply with the World Health</p>		

		<p>Organization (WHO) standards on food irradiation, or equivalent.</p> <p>4) Under normal scanning operation, the system shall have no adverse effect to the radiation sensitive goods.</p> <p>5) Radiation dose to the scanned vehicle shall be not be greater than 20μSv per scan at any eligible scanning speed from 5km/h to 15km/h</p> <p>6) Radiation dose to the driver who drives vehicle going through the scanning tunnel shall not be greater than 0.1 μSv at any eligible scanning speed from 5km/h to 15km/h.</p>		
19	Operating temperatures	<p>1) Operating temperature -35 deg C to 40 deg C</p> <p>2) Storage – 40 deg C to 50 deg C</p>		
20	Experiences	The bidder shall have over 5 years experience in the manufacture, installation, implementation and maintenance of a similar scope of the Non Intrusive Inspection Systems in at least five African countries		
21	Maintenance	The bidder must have qualified site engineer(s) to provide preventative and corrective maintenance service throughout the contract period		

22	Integration to KRA system	<p>1). The scanner must be integratable with the KRA iSCAN system for centralized image storage in the KRA data centres and centralized image analysis from the KRA scanner command centres.</p> <p>2). The scanner shall be integrated with KRA iSCAN system at the supplier's own cost.</p>		
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II. MINIMUM TECHNICAL SPECIFICATIONS FOR DRIVE-THROUGH SCANNER FOR SCANNING OUT OF GAUGE CARGO

No.	Feature	Minimum Requirements	Bidder's Response	Pass / Fail
1	X-ray transmission technology	<p>1) Low energy and high energy x-ray transmission, 3Mev and 6Mev respectively.</p> <p>2) Organic and metallic will be marked as different colours.</p>		
2	Operation efficiency	<p>1) Low and high energy configuration in operations</p> <p>2) Ease of control of traffic and secure operations</p>		
3	Scan object height	6.0 meters at least		
4	Scan object width	4.2 meters at least		
5	Material discrimination	<p>Orange – for Organic materials (such as explosives, narcotics, cotton, sugar, alcohol etc.) with low atomic number.</p> <p>Blue – for Inorganic materials (such as steel, copper, lead and etc.) with high atomic number.</p>		

6	X-ray source	<p>The unit for the generation of the X-rays must produce photons of a suitable energy and intensity, for the complete inspection of containers.</p> <p>X-ray sources based on non-radioactive materials are acceptable.</p> <p>The use of radioisotopes and neutrons will not be acceptable</p>		
7	Penetration	≥300mm steel plate.		
8	Spatial resolution	Spatial resolution of 5mm or better at any location at the centre of the container.		
9	Wire detectability	Wire detectability of 2mm or better (in free air).		
10	Contrast sensitivity	<p>≤2%</p> <p>2mm thick steel sheet behind 100mm thick steel plate</p>		
11	Scan speed	5– 15 km/h		
12	Throughput	The scanner shall be able to scan at least 150 trucks per hour		
13	Working mode	<p>1) Drive-through scanning mode</p> <p>2) X-ray automatically avoids driver cab and shuts off</p> <p>3) there must be no distortion in X-ray image within the speed range of 5km/h to 15km/h during scanning</p>		
14	Cab scan exclusion	The system shall support technology to automatically avoid scanning cabs for trucks in high energy transmission configuration		
15	Continuous scanning	The system shall automatically initiate scanning once the previous scanning activity is complete		
16	KRA ICT Policy	The scanner system should conform to the KRA ICT Security Policy		

17	Voltage rating	<p>240/415±10% VAC, 3-phase 5-wire or configured according to customers' requirement.</p> <p>50±1 Hz or configured according to customers' requirement</p>		
18	Radiation safety	<p>1) The maximum dose rate shall not exceed 1.0 µSv/hr at any position of the restricted area boundary.</p> <p>2) During operation, radiation dose received by the Operation Crew must not exceed 1.0µSv/hr in the assigned working area.</p> <p>3)The scanner shall also comply with the World Health Organization (WHO) standards on food irradiation, or equivalent.</p> <p>4) Under normal scanning operation, the system shall have no adverse effect to the radiation sensitive goods.</p> <p>5) Radiation dose to the scanned vehicle shall be not be greater than 20µSv per scan at any eligible scanning speed from 5km/h to 15km/h</p> <p>6) Radiation dose to the driver who drives vehicle going through the scanning tunnel shall not be greater than 0.1 µSv at any eligible scanning speed from 5km/h to 15km/h.</p>		
19	Operating temperatures	<p>1) Operating temperature -35 deg C to 40 deg C</p> <p>2) Storage – 40 deg C to 50 deg C</p>		

20	Experiences	<p>The bidder shall have over 5 years of experience in the manufacture, installation, implementation and maintenance of Non-Intrusive Inspection Systems.</p> <p>The bidder shall have over 5 years experience in the manufacture, installation, implementation and maintenance of a similar scope of the Non Intrusive Inspection Systems in at least five African countries.</p>		
21	Maintenance	<p>The bidder must have qualified site engineer(s) to provide preventative and corrective maintenance service throughout the contract period</p>		
22	Integration to KRA system	<p>1). The scanner must be integratable with the KRA iSCAN system for centralized image storage in the KRA data centres and centralized image analysis from the KRA scanner command centres.</p> <p>2). The scanner shall be integrated with KRA iSCAN system at the supplier's own cost.</p>		

III. MINIMUM TECHNICAL SPECIFICATIONS FOR CT PALLETIZED CARGO SCANNER

No.	Feature	Minimum Requirements	Bidder's Response	Pass / Fail
1	X-ray imaging	1) The system shall apply dual-energy Computed Tomography (CT) technology to produce color CT slice image and 3D image 2) The system must have independent dual-energy digital radiography system with high-resolution digital radiography image for easy image analysis		
2	Material discrimination	Material discrimination with different colors on organics, minerals and mixtures		
3	Wire Resolution	The Wire Resolution of digital radiography image shall be at least 38AWG		
4	Steel penetration	The steel penetration of digital radiography image shall be at least 30mm		
5	Spatial resolution	Minimum 2mm line pair		
6	Equipment dimensions	1) Maximum width is less than 2000 mm 2) Maximum height is less than 2200 mm.		
7	Tunnel dimensions	1) Maximum width is no less than 1000mm 2) Maximum height is no less than 600mm at the edge width and no less than 750mm at the central point. 3) Maximum parcel size: 2000mm(L) × 1000mm (W)		

		× 600mm (H) or 2000mm(L) × 750mm (W) × 750mm (H)		
8	Throughput	≥860PPH		
9	The belt height	no less than 750mm		
10	Maximum load	≥ 200kg (even distributed)		
11	Weight	≤ 4000kg		
12	Detection capability	The system shall be able to detect drugs, ivory, explosives knives and guns automatically.		
13	Image process	<p><i>Digital Radiography image processing functions</i></p> <ul style="list-style-type: none"> • The equipment shall have image processing functions, including black and white, organic stripping, inorganic stripping, super enhancement, negative, high / low penetration and edge enhancement at least. • The stepwise and stepless zoom functions up to 64 times shall be given, with miniature indicator for quick selection of image zooming regions <p><i>3D image processing functions</i></p> <ul style="list-style-type: none"> • The equipment shall have image processing functions, including black and white, organic stripping, inorganic 		

		<p>stripping, super enhancement, negative and edge enhancement at least.</p> <ul style="list-style-type: none"> ● The 3D image shall be rotated in any direction. ● The suspicious shall be displayed separately in 3D images. ● Operators shall mark the suspicious with a certain operation. 		
14	Image archive management	<p>1) The equipment shall be able to store all the screening images automatically. The auto saved images shall be deleted in FIFO rule when the hard disk is full.</p> <p>2)The images can be copied manually into user created folders, and then the copies shall be not to be deleted automatically.</p> <p>3) The images shall be saved along with screening time and date, user ID, and bar code on the baggage if read when screened.</p> <p>4) The X-ray images shall be able to be converted to general image format, such as BMP, JPG and PNG, etc.</p> <p>5) The images shall be able to be printed and exported to USB interface storage devices.</p>		
15	Radiation Safety	<p>1) The X-ray leakage shall be less than 1μSv/hour at 5cm</p>		

		<p>away from the equipment housing.</p> <p>2) The equipment shall be equipped with emergency stop buttons, at entry and exit of the X-ray CT inspection system and the control console, to enable the operators to cut off the power to X-ray generators and moving components in case of emergency, with warning information displayed on the monitor</p>		
16	Operational environment requirements	<p>1) Power: 240/415 VAC (-15%~+10%), 50Hz/60Hz±3Hz</p> <p>2) Operating Temperature / Humidity: 0°C~+40°C/5%~95% (Non-condensing)</p> <p>3) Storage Temperature / Humidity-40°C~+60°C/5%~95% (Non-condensing)</p> <p>4) Power consumption: no more than 7kVA</p>		
17	Maintenance	The bidder must have qualified engineer(s) to provide preventative and corrective maintenance service throughout the contract period		
18	Integration to KRA	1). The scanner must be integratable with the KRA iSCAN system for centralized image storage in the KRA data centres and centralized image		

		analysis from the KRA scanner command centres. 2). The scanner shall be integrated with KRA iSCAN system at the supplier's own cost.		
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IV. MINIMUM TECHNICAL SPECIFICATIONS FOR CT BAGGAGE SCANNER

No	Feature	Minimum Requirements	Bidder's Response	Pass / Fail
1	X-ray imaging	1) The system shall apply dual-energy Computed Tomography (CT) technology to produce color CT slice image and 3D image 2) The system must have independent dual-energy digital radiography system with high-resolution digital radiography image for easy image analysis		
2	Material discrimination	Material discrimination with different colors on organics, minerals and mixtures		
3	Wire Resolution	The Wire Resolution of digital radiography image shall be at least 38AWG		
4	Steel penetration	The steel penetration of digital radiography image shall be at least 30mm		
5	Spatial resolution	Minimum 2mm line pair		
6	Equipment dimensions	1) Maximum width is less than 1650 mm 2) Maximum height is less than 1850 mm.		

7	Tunnel dimensions	<p>1) Maximum width is no less than 750mm</p> <p>2) Maximum height is no less than 600mm</p> <p>3) Maximum baggage size: 2000mm(L) × 750mm (W) × 410mm (H)</p>		
8	Throughput	≥860BPH		
9	The belt height	no less than 690mm		
10	Maximum load	≥ 200kg (even distributed)		
11	Weight	≤ 3000kg		
12	Detection capability	The system shall be able to detect drugs, ivory, explosives knives and guns automatically.		
13	Image process	<p><i>Digital Radiography image processing functions</i></p> <ul style="list-style-type: none"> The equipment shall have image processing functions, including black and white, organic stripping, inorganic stripping, super enhancement, negative, high / low penetration and edge enhancement at least. The stepwise and stepless zoom functions up to 64 times shall be given, with miniature indicator for quick selection of image zooming regions <p><i>3D image processing functions</i></p> <ul style="list-style-type: none"> The equipment shall have image processing functions, including black and white, organic stripping, inorganic stripping, super enhancement, 		

		<p>negative and edge enhancement at least.</p> <ul style="list-style-type: none"> ● The 3D image shall be rotated in any direction. ● The suspicious shall be displayed separately in 3D images. ● Operators shall mark the suspicious with a certain operation. 		
14	Image archive management	<p>1) The equipment shall be able to store all the screening images automatically. The auto saved images shall be deleted in FIFO rule when the hard disk is full.</p> <p>2)The images can be copied manually into user created folders, and then the copies shall be not to be deleted automatically.</p> <p>3) The images shall be saved along with screening time and date, user ID, and bar code on the baggage if read when screened.</p> <p>4) The X-ray images shall be able to be converted to general image format, such as BMP, JPG and PNG, etc.</p> <p>5) The images shall be able to be printed and exported to USB interface storage devices.</p>		
15	Radiation Safety	<p>1) The X-ray leakage shall be less than 1μSv/hour at 5cm away from the equipment housing.</p> <p>2) The equipment shall be equipped with emergency stop buttons, at entry and exit of the X-ray CT inspection system and the</p>		

		control console, to enable the operators to cut off the power to X-ray generators and moving components in case of emergency, with warning information displayed on the monitor		
16	Operational environment requirements	<p>1) Power: 240/415 VAC (-15%~+10%), 50Hz/60Hz±3Hz</p> <p>2) Operating Temperature / Humidity: 0°C~+40°C/5%~95% (Non-condensing)</p> <p>3) Storage Temperature / Humidity-40°C~+60°C/5%~95% (Non-condensing)</p> <p>4) Power consumption: no more than 5kVA</p>		
17	Maintenance	The bidder must have qualified engineer(s) to provide preventative and corrective maintenance service throughout the contract period		
18	Integration to KRA	<p>1). The scanner must be integratable with the KRA iSCAN system for centralized image storage in the KRA data centres and centralized image analysis from the KRA scanner command centres.</p> <p>2). The scanner shall be integrated with KRA iSCAN system at the supplier's own cost.</p>		

V. MOBILE SCANNER TECHNICAL SPECIFICATIONS				
MOBILE SCANNER TECHNICAL SPECIFICATIONS				
No.	Feature	Minimum Requirements	Bidder's Response	Pass / Fail
1.	Type of X-ray source	a)-Interlaced Dual-energy Electron Accelerator. The unit for the generation of the X-rays must produce photons of a suitable energy and intensity, for the complete inspection of containers. The radiation sources must be accelerated electrons. b)-The use of radioisotopes and neutrons is not acceptable c)-Low and high energy configuration in operations		
2.	X-ray energy	6MeV and 3MeV Must meet DUAL ENERGY requirement		
3.	Material discrimination function	a)-Organic material and inorganic material can be distinguished and marked by specified colours b)-Orange – for Organic materials (such as explosives, narcotics, cotton, sugar, alcohol etc.) with low atomic number. Blue – for Inorganic materials (such as steel, copper, lead and etc.) with high atomic number.		
4.	Penetration	320 mm steel		
5.	Max. Dim. of scanned vehicle	Length:18.0m Width: 2.6m Height: 5m (Length can be expandable on request of customers)		
6.	Throughput	20~25 units of 40 ft container vehicles per hour		

7.	Scanning method	Scanned objects keep still and the Scanning Vehicle moves		
8.	Spatial resolution	Spatial resolution of 5mm or better at any location at the centre of the container.		
9.	Wire detectability	Wire detectability of 2mm or better (in free air).		
10.	Contrast sensitivity	≤2% 2mm thick steel sheet behind 100mm thick steel plate Note that Acceptance Test will be performed on a standard testing kit and not actual cargo		
11.	KRA ICT Policy	The scanner system should conform to the KRA ICT Security Policy		
12.	Experiences	The bidder shall have over 5 years of experience in the manufacture, installation, implementation and maintenance of Non-Intrusive Inspection Systems. The bidder shall have over 5 years' experience in the manufacture, installation, implementation and maintenance of a similar scope of the Non-Intrusive Inspection Systems in at least five African countries.		
13.	Maintenance	The bidder must have qualified site engineer(s) to provide preventative and corrective maintenance service throughout the contract period		

14.	Integration to KRA system	<p>a). The scanner must be integratable with the KRA iSCAN system for centralized image storage in the KRA data centres and centralized image analysis from the KRA scanner command centres using the iSCAN system image analysis software.</p> <p>b). The scanner shall be integrated with KRA iSCAN system at the supplier's own cost.</p>		
15.	Power			
16.	Power capacity	≤ 24kVA		
17.	Voltage	240/415±10% VAC, 3-phase 5-wire or configured according to customers' requirement.		
18.	Frequency	50±1 Hz or configured according to customers' requirement		
19.	Environment			
20.	Operation temperature	-15°C ~ +45°C (optional -30°C ~ +45°C or -15°C ~ +55°C)		
21.	Storage temperature	-30°C ~ +55°C		
22.	Humidity range	0%~99%, non-condensing		
23.	Radiation Safety			
24.	Radiation protection area	≤41m(L)×31m(W) (For 18m scanning length)		
25.	Dose rate on the system boundary	≤ 2.5 μSv/h		
26.	Absorbed dose to cargo per scan	≤ 10 μSv		
27.	Occupational annual effective dose	≤ 2mSv		
28.	Public annual effective dose	≤ 0.2mSv		

29.	Operation & Inspection Subsystem			
30.	Computer monitor	19" LCD Monitor		
31.	Printer	A4 color printer		
32.	Scanner	A4 Scanner		
33.	Image analysis	Pseudo colour transformation; edge enhancement; filter; linear/logarithm transformation; histogram equalization; suspicious item mark and comments; multi image comparison; area calculation; user define macro; image format transformation, etc.		
34.	Zoom	1/4 X, 1/2 X, 1X, 2X, 4X		
35.	Image acquisition mode	Real-time, synchronized		
36.	Operation Features			
37.	Standard operator number	2 (one system control operator and one image inspector)		
38.	Setup time	≤ 30 minutes		
39.	Scanning Speed	0.4 m/s		
40.	Wind resistance	56 km/h at operation		
41.	Maximum driving speed at transportation status	90 km/h		
42.	Overall road driving dimension (Length x Width x Height)	12 m x 2.5 m x 4 m		

VI. FIXED SCANNER TECHNICAL SPECIFICATIONS

FIXED SCANNER TECHNICAL SPECIFICATIONS				
No.	Feature	Minimum Requirements	Bidder's Response	Pass / Fail
1.	Type of X-ray source	a)-Interlaced Dual-energy Electron Linear Accelerator. The unit for the generation of the X-rays must produce photons of a suitable energy and intensity, for the complete inspection of containers. The radiation sources must be linear accelerated electrons (LINAC model). b)-The use of radioisotopes and neutrons is not acceptable c)-Low and high energy configuration in operations		
2.	X-ray energy	6MeV and 3MeV		
3.	Material discrimination function	a)-Organic material and inorganic material can be distinguished and marked by specified colours b)-Orange – for Organic materials (such as explosives, narcotics, cotton, sugar, alcohol etc.) with low atomic number. Blue – for Inorganic materials (such as steel, copper, lead and etc.) with high atomic number.		
4.	Penetration	330 mm steel (standard scan mode) 350 mm steel (enhancement scan mode)		
5.	Max. Dim. of scanned vehicle	Length: 18.0m Width: 2.8m Height: 5m (The Length can be expandable on request of customers)		
6.	Scanning height	At least 5m above the ground		
7.	Throughput	20~25 units of 40 ft container vehicles per hour		
8.	Scanning method	Scanned objects keep still and the Scanning system moves		

9.	Spatial resolution	≤2mm steel wire in air		
10.	Contrast sensitivity	≤2% 2mm thick steel sheet behind 100mm thick steel plate		
11.	KRA ICT Policy	The scanner system should conform to the KRA ICT Security Policy		
12.	Experiences	The bidder shall have over 5 years of experience in the manufacture, installation, implementation and maintenance of Non-Intrusive Inspection Systems. The bidder shall have over 5 years' experience in the manufacture, installation, implementation and maintenance of a similar scope of the Non Intrusive Inspection Systems in at least five African countries.		
13.	Maintenance	The bidder must have qualified site engineer(s) to provide preventative and corrective maintenance service throughout the contract period		
14.	Integration to KRA system	a). The scanner must be integratable with the KRA iSCAN system for centralized image storage in the KRA data centres and centralized image analysis from the KRA scanner command centres using the iSCAN system image analysis software. b). The scanner shall be integrated with KRA iSCAN system at the supplier's own cost.		
15.	Power			
16.	Power capacity	≤ 60 kVA		

17.	Voltage	240/415±10% VAC, 3-phase 5-wire or configured according to customers' requirement.		
18.	Frequency	50±1 Hz or configured according to customers' requirement		
19.	Environment			
20.	Operation temperature	-20°C ~ +50°C (optional -30°C ~ +50°C)		
21.	Storage temperature	-30°C ~ +55°C		
22.	Humidity range	0%~99%, non-condensing		
23.	Radiation Safety			
24.	Radiation protection area	≤ 38m(L)×16m(W) for scanning 18m long vehicle)		
25.	Dose rate on the system boundary	≤ 2.5 μSv/h		
26.	Absorbed dose to cargo per scan	≤ 20 μSv		
27.	Occupational annual effective dose	≤ 2mSv		
28.	Public annual effective dose	≤ 0.2mSv		
29.	Operation & Inspection Subsystem			
30.	Computer monitor	19" LCD Monitor		
31.	Printer	A4 color printer		
32.	Scanner	A4 Scanner		
33.	Image analysis	Pseudo colour transformation; edge enhancement; filter; linear/logarithm transformation; histogram equalization; suspicious item mark and comments; multi image comparison; area calculation; user		

		define macro; image format transformation, etc.		
34.	Zoom	1/4 X, 1/2 X, 1X, 2X, 4X		
35.	Image acquisition mode	Real-time, synchronized		
36.	Operation Features			
37.	Standard operator number	4 (one check-in operator, one system control operator and two image inspectors)		
38.	Setup time	≤ 30 minutes		
39.	Scanning Speed	0.4 m/s for standard 0.2m/s for enhanced scanning		

OVERALL TENDER EVALUATION CRITERIA

The overall tender evaluation criteria is as follows; -

Criteria	Maximum Score/ Requirement	Cut-off Score
Tender Responsiveness	Mandatory	All
Vendor Evaluation	Pass	Pass
Technical Evaluation	Pass	Pass
Demonstration of solution – <i>Functional and technology requirements.</i> <i>The demo evaluation checklist shall be submitted to bidders who will have met the minimum Technical Specifications and passed the technical evaluation</i>	Pass	Pass
Financial Evaluation	The award shall be to the lowest evaluated price.	
Site Visit / Due diligence	KRA will conduct site visits to any or all of the provided reference sites. The bidder will be required to facilitate/organize the visit to any such chosen site(s) forming substantive responsiveness	
Factory Inspection	Post Award Verification.	

SECTION VII- PRICE SCHEDULES

IMMEDIATE REQUIREMENT - PRICE SCHEDULE FOR LEASE OF SCANNERS FOR THREE (3) YEARS

S/No	ITEM DESCRIPTION	QUANTITY	SEMI - ANNUAL UNIT COST INCLUSIVE OF TAXES	ANNUAL UNIT COST INCLUSIVE OF TAXES	TOTAL COST INCLUSIVE OF TAXES (3 YEARS)
I.	DRIVE-THROUGH SCANNER	1			
II.	DRIVE-THROUGH SCANNER FOR OUT OF GAUGE CARGO	1			
TOTAL NB: Total cost to also be indicated on the Form of Tender					

Note: The price schedule should factor in the following:

- a) Submit prices schedule (inclusive of taxes) for the leasing of each category of scanner for a period of three (3) years lease and clearly indicate payable amounts, semi-annually during the period of lease
- b) The prices shall include of all costs to make the scanner operational at the respective sites. The price shall include the integration to the platform, civil works, utility bills etc.

Signature_____

Official Stamp_____Date_____

IMMEDIATE REQUIREMENT - PRICE SCHEDULE FOR LEASE OF SCANNERS FOR FIVE (5) YEARS

S/No	ITEM DESCRIPTION	QUANTITY	SEMI - ANNUAL UNIT COST INCLUSIVE OF TAXES	ANNUAL UNIT COST INCLUSIVE OF TAXES	TOTAL COST INCLUSIVE OF TAXES (5 YEARS)
I.	DRIVE-THROUGH SCANNER	1			
II.	DRIVE-THROUGH SCANNER FOR OUT OF GAUGE CARGO	1			
TOTAL NB: Total cost to also be indicated on the Form of Tender					

Note: The price schedule should factor in the following:

- a) Submit prices schedule (inclusive of taxes) for the leasing of each category of scanner for a period of Five (5) years lease and clearly indicate payable amounts, semi-annually during the period of lease
- b) The prices shall include of all costs to make the scanner operational at the respective sites. The price shall include the integration to the platform, civil works, utility bills etc.

Signature_____

Official Stamp_____Date_____

IMMEDIATE REQUIREMENT - PRICE SCHEDULE FOR LEASE OF SCANNERS FOR SEVEN (7) YEARS

S/No	ITEM DESCRIPTION	QUANTITY	SEMI - ANNUAL UNIT COST INCLUSIVE OF TAXES	ANNUAL UNIT COST INCLUSIVE OF TAXES	TOTAL COST INCLUSIVE OF TAXES (7 YEARS)
I.	DRIVE-THROUGH SCANNER	1			
II.	DRIVE-THROUGH SCANNER FOR OUT OF GAUGE CARGO	1			
TOTAL NB: Total cost to also be indicated on the Form of Tender					

Note: The price schedule should factor in the following:

- a) Submit prices schedule (inclusive of taxes) for the leasing of each category of scanner for a period of Seven (7) years lease and clearly indicate payable amounts, semi-annually during the period of lease
- b) The prices shall include of all costs to make the scanner operational at the respective sites. The price shall include the integration to the platform, civil works, utility bills etc.

Signature_____

Official Stamp_____Date_____

FRAMEWORK RATES

FRAMEWORK PRICE SCHEDULE FOR LEASE OF THREE (3) YEARS

S/No	ITEM DESCRIPTION	QUANTITY	SEMI - ANNUAL UNIT COST INCLUSIVE OF TAXES	ANNUAL UNIT COST INCLUSIVE OF TAXES	TOTAL COST INCLUSIVE OF TAXES (3) YEARS
I.	DRIVE-THROUGH SCANNER	1			
II.	DRIVE-THROUGH SCANNER FOR SCANNING OUT OF GAUGE CARGO	1			
III.	CT PALLETIZED CARGO SCANNER	1			
IV.	CT BAGGAGE SCANNER	1			
V.	MOBILE SCANNER	1			
VI	FIXED SCANNER	1			

Note: The price schedule should factor in the following:

- a) Submit prices schedule (inclusive of taxes) for the leasing of each category of scanner for a period of three (3) years lease and clearly indicate payable amounts, semi-annually during the period of lease

- b) The prices shall include of all costs to make the scanner operational at the respective sites. The price shall include the integration to the platform, civil works, utility bills etc.

Signature_____

Official Stamp_____Date_____

FRAMEWORK PRICE SCHEDULE FOR LEASE OF FIVE (5) YEARS

S/No	ITEM DESCRIPTION	QUANTITY	SEMI - ANNUAL UNIT COST INCLUSIVE OF TAXES	ANNUAL UNIT COST INCLUSIVE OF TAXES	TOTAL COST INCLUSIVE OF TAXES (5)YEARS)
I.	DRIVE-THROUGH SCANNER	1			
II.	DRIVE-THROUGH SCANNER FOR SCANNING OUT OF GAUGE CARGO	1			
III.	CT PALLETIZED CARGO SCANNER	1			
IV.	CT BAGGAGE SCANNER	1			
V.	MOBILE SCANNER	1			
VI	FIXED SCANNER	1			

Note: The price schedule should factor in the following:

- c) Submit prices schedule (inclusive of taxes) for the leasing of each category of scanner for a period of Five (5) years lease and clearly indicate payable amounts, semi-annually during the period of lease
- d) The prices shall include of all costs to make the scanner operational at the respective sites. The price shall include the integration to the platform, civil works, utility bills etc.

Signature_____

Official Stamp_____Date_____

FRAMEWORK PRICE SCHEDULE FOR LEASE OF SEVEN (7) YEARS

S/No	ITEM DESCRIPTION	QUANTITY	SEMI - ANNUAL UNIT COST INCLUSIVE OF TAXES	ANNUAL UNIT COST INCLUSIVE OF TAXES	TOTAL COST INCLUSIVE OF TAXES (7) YEARS)
I.	DRIVE-THROUGH SCANNER	1			
II.	DRIVE-THROUGH SCANNER FOR SCANNING OUT OF GAUGE CARGO	1			
III.	CT PALLETIZED CARGO SCANNER	1			
IV.	CT BAGGAGE SCANNER	1			
V.	MOBILE SCANNER	1			
VI	FIXED SCANNER	1			

Note: The price schedule should factor in the following:

- e) Submit prices schedule (inclusive of taxes) for the leasing of each category of scanner for a period of seven (7) years lease and clearly indicate payable amounts, semi-annually during the period of lease
- f) The prices shall include of all costs to make the scanner operational at the respective sites. The price shall include the integration to the platform, civil works, utility bills etc.

Signature_____

Official Stamp_____Date_____

SECTION VIII - STANDARD FORMS

Notes on the Sample Forms

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

- i. **Immediate Requirement - Option 1- Lease of scanners for three years 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.
- ii. **Immediate Requirement - Option 2- Lease of scanners for five years 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.
- iii. **Immediate Requirement - Option 3- Lease of scanners for seven years the sum of** (total tender amount in words and figures) or such other sums as may be ascertained in accordance
- iv. **Provision of Framework Contract Rates up to a Maximum spend of USD. 40,000,000 (Forty Million) on Lease of all scanners.**

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

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

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

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

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

Part 1 – General																					
1.1	Business Name.....																				
1.2	Location of Business Premises.....																				
1.3	Plot No..... Street/Road Postal Address..... Tel No..... Fax..... Email.....																				
1.4	Nature of Business.....																				
1.5	Registration Certificate No.....																				
1.6	Maximum Value of Business which you can handle at any one time – KSHS.....																				
1.7	Name of your Bankers Branch																				
Part 2 (a) – Sole Proprietor																					
2a.1	Your Name in Full..... Age																				
2a.2	Nationality Country of Origin Citizenship Details.....																				
Part 2 (b) Partnership																					
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

<p>THIS AGREEMENT made the between Kenya Revenue Authority of Kenya [country of KRA] (hereinafter called “the Procuring entity”) of the one part and [name of Tenderer] of P.o Box[city and country of Tenderer](hereinafter called “the Tenderer”) of the other part.</p>
<p>WHEREAS the procuring entity invited tenders for Tender No. KRA/HQS/ICB-035/2019 - 2020 lease of scanners and has accepted a tender by the Tenderer lease of scanners in the sum of [<i>contract price in words and figures</i>] (hereinafter called “the Contract Price”).</p>
<p>NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:</p>
<p>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.</p>
<p>2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:</p>
<ul style="list-style-type: none">(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.
<p>3. In consideration of the payments to be made by the Procuring entity to the Tenderer as hereinafter mentioned, the Tenderer hereby covenants with the Procuring entity to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract</p>
<p>4. The Procuring entity hereby covenants to pay the Tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.</p>

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 Commissioner General (for the **Kenya Revenue Authority as Procuring entity**)

Signed, sealed, delivered by _____ the Managing Director
(.....for the Tenderer)

in the presence of _____.

8.5 PERFORMANCE SECURITY FORM

To Kenya Revenue Authority

WHEREAS [*name of tenderer*] (hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____ [*reference number of the contract*] 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 Building, 25th Floor
Telephone: +254-020-2817022
Email: dc.scm@kra.go.ke**

FOR: Commissioner General

Appendix (i)

ISCAN INTEGRATION TECHNICAL REQUIREMENTS

INTRODUCTION

Kenya Revenue authority (KRA) had standalone scanners equipment across the country, where data was stored in different locations. This presented a major challenge in managing the growing data, with regard to data security, data accessibility and process visibility from the various scanner locations.

To address the challenge, KRA found it absolutely necessary to integrate the existing scanners, so as to provide a single view of all scanned images from the various cargo scanning equipment. The integration initiative at KRA level, was achieved through implementation of the Integrated Scanner Management System (iSCAN). To further improve on efficiency gains, the iSCAN system was integrated with the customs management system to provide a seamless linkage between a declaration and the respective scanned image.

The Authority has reaped many benefits from this integration, amongst which includes operational efficiency, easier system administration, reduced costs of maintenance, better data management and analysis, improved system security, access to real time data.

Needless to state, KRA has invested heavily in the iSCAN platform with a view to support operational efficiency in the cargo clearance process. In view of this any additional scanner MUST integrate to the iSCAN platform, to ensure smooth flow of scanned images whilst avoiding process disruptions or eroding the existing efficiency gains.

Further, and consistent with East Africa Community Single Customs Territory Enforcement Strategy, KRA aims to champion and achieve EAC-wide cargo scanner integration within three years.

INTEGRATION REQUIREMENTS

The cargo scanner integration will be as per the World Customs Organization (WCO) Non-Intrusive Inspection (NII) data format, codenamed the Unified File Format (UFF).

However, the WCO UFF data format does not cover the CT scanners and parcel/luggage scanners, which makes this a mandatory requirement to provide detailed description of the proposed solution to aid in the integration to for the centralized image analysis as per the tender requirement.

Bidders who are not original iSCAN providers shall therefore provide the following details of their proposed solutions to allow assessment of effort required in the integration to the centralized image analysis platform. Such bidders shall send the details to the iSCAN provider and copied to KRA procurement as per the contact details in the mandatory requirements section.

SCANNER BASIC INFORMATION

Table - Basic Information of NII Scanners to be Integrated with iSCAN

No.	Scanner type	Manufacturer	Radiation Source and energy	Average size of Image package per scan
1	Drive-through Cargo Scanner			
2	Drive-through Scanner for Scanning Out of Gauge Cargo			
3	Mobile Cargo Scanner			
4	Fixed Cargo Scanner			
5	CT Palletized Cargo			
6	CT Baggage Scanner			

1. IMAGE FORMAT AND TECHNICAL STANDARDS

- 1) Basic information of the original image
 - a) Raw format. The image bit depth of raw format image file: 8-bit/16-bit/24-bit/32-bit/ Other please specify
 - b) Grayscale value of scanned image: Maximum gray value, Minimum gray value
 - c) The direction of pixels: vertical direction and horizontal direction
- 2) WCO has not yet provided a unified file format for CT scanners. For this reason, the bidders must provide the following information:
 - a) Image data type and data content in the image including 3D image data,
 - b) DR image data (if any) which are used for automatic alarm results, and pixels size for 3D image.

2. IMAGE STORAGE AND TRANSMISSION

1) Image storage:

- a) Please indicate the path () where the Raw format of scanned image files are stored;
- b) Image file composition:
Cargo Scanner image file composition: the description of data structure of each scan, including: the serial number (SN) of scanned image files, the format, the suffix name and purpose, the metadata of the scanned image, whether the information collected by the OCR optical recognition device is included, including

but not limited to vehicle license plate number, container number and other information;

CT scanner image file composition: The description of data structure of each scan, including: the serial number (SN) of scanned image files, the format, the suffix name and purpose, the metadata of the scanned image and algorithmic information.

- c) Whether the device (workstation or server) used for image storage can join the KRA's intranet (configured with IP address allocated by KRA) and allow iSCAN to access;
- d) Whether the device (workstation or server) used for image storage can join KRA's domain environment and comply with related security policy;

2) Image transmission:

- a) Whether the scanned image can be transferred to a NAS network storage in time and further imported into the iSCAN;
- b) Whether the scanner supports the use of: MQ (message queue), FTPs, HTTP/HTTPS, SMB protocols technology for file transfer;
- c) Whether the scanner supports the breakpoint resume function;

3) Image Encryption/Anti-tampering

In order to ensure the authenticity of the images, iSCAN requires that the uploaded image files need to have a digital signature to achieve anti-counterfeiting and tamper-proof functions. Please indicate whether your scanner is able to add a digital signature to scanned image by using a universal signature algorithm and provide the signature algorithm to iSCAN for verification?

3. OTHER INFORMATION THAT WILL HELP WITH THE SCANNER INTEGRATION

In order to ensure the consistency of the displayed effect of the images in-between the scanner itself and iSCAN system, the scanner supplier shall provide the following information: image coloring algorithm information: what coloring algorithm or method is used for the image coloring, (such as using color table to manage and store the fusion and rendering of different colors). Please explain the specific implementation of color table.

4. SCANNING PROCESS

1) Description of scanning work flow:

For each type of scanner, please describe its operation flow:

- a) Drive-through Cargo Scanner: please specify.
- b) Drive-through Scanner for Scanning Out of Gauge Cargo: please specify.
- c) Mobile Cargo Scanner: please specify
- d) Fixed Cargo Scanner: please specify
- e) CT Palletized Cargo Scanner: please specify.

f) CT Baggage Scanner: please specify.

2) Registration and unique identification of the inspection object:

For the above a) to d) cargo scanner, the supplier shall provide the unique identifier for each inspection event. An inspection event has one or more scanned image(s). Please specify the unique identifier of the inspection event and indicate the business meaning of the identifier. The identifier shall be: license plate number, container number, manifest number or any possible combinations of those elements.

3) Conclusions of image analysis for each model of scanner.

The solution shall allow capture and storage of relevant information such as physical inspection reports, photos and/or recorded inspection videos

STANDARD API FORMAT FOR THE SCANNER MESSAGE

The bidder must provide metadata of scanned image of the containerized cargo according to the data dictionary between iSCAN and iCMS (KRA’s information system). The following is the data dictionary definition of the scanner integrated to iSCAN:

DATA					XML Message DATA		
Internal Field	Format	Access		Occ.	Comments	XML Message Field	XML Default Value
Data Info				1		dataInfo	
Manifest No.	AN16	C	C		Manifest Number	sd_reg_no	Mandatory when Scanning imports
Bill Code	an18	C	C		Airway Bill/Bill of Lading	td_bill_code	Mandatory when Scanning imports
TD Prefix		C	C		Bill of lading/airwaybill prefix	td_prefix	Mandatory when Scanning imports
Mode of transport	N1	C	C		Carriage Transport 1: Sea 2: Air	trans_mode	

DATA					XML Message DATA		
Internal Field	Format	Access		Occ.	Comments	XML Message Field	XML Default Value
Customs Declaration	AN16	C	C		Identification of the declaration (Export or Transit CD)	sad_id	
Container Number	AN11	C	C		Container reference number	container_number	
Unique LP Reference	N15	C	C		Unique line of reference	lp_ref	
Identity of Means of transport		C	C		Vehicle registration number / flight number / Wagon number	trans_id	
Scanner Time	Date Time	M	M		Date and time when consignment was scanned	scanTime	
Rescan flag	N5	O	O		Re scan indicator	rescanFlag	0: for 1 st time scanning 2: for 2 nd time scanning
Jpeg Image link	An50	M	M		Link to the jpeg compressed image	jpegImageLink	
Img Image link	An50	M	M		Link to the scanner IMG image non compressed image	imgImageLink	
Scanner Conclusion				1	Scanner conclusion	scannerConclusion	

DATA					XML Message DATA		
Internal Field	Format	Access		Occ.	Comments	XML Message Field	XML Default Value
flowId	AN20	O		1-n	Values: first_image_checks,Manual_check,Supervisor	flowId	
Conclusion	AN20				Values -Suspect -No Image Discrepancy -Gross Misdeclaration -Misdeclaration -Re-Scan	conclusion	
Remark	AN1000	O	O		Free text	remark	
recommendation							
Suspectious Parameter				1		suspectParameter	
Suspectious Parameter Option	An100	C	C	1~N	Mandatory if conclusion ={ Suspect, Gross Misdeclaration, Misdeclaration }	suspectiousParameterOption	
Suspectious Position				1		suspectiousPosition	

DATA					XML Message DATA		
Internal Field	Format	Access		Occ.	Comments	XML Message Field	XML Default Value
Suspecious Position Option	An50	C	C	1~N	Mandatory if conclusion = { Suspect, Gross Misdeclaration, Misdeclaration }	suspeciousPositionOption	

5. XML MESSAGE SAMPLE

The supplier of scanner must provide scanned image accompany with metadata information to iSCAN. The sample of a xml file which contains the metadata of scanned images is as follows.

```
<?xml version="1.0" encoding="UTF-8"?>
<imageConclusionMessage>
  <dataInfo>
    <sd_reg_no></sd_reg_no>
    <td_bill_code></td_bill_code>
    <trans_mode></trans_mode>
    <sad_id></sad_id>
    <container_ref></container_ref>
    <lp_ref></lp_ref>
    <trans_id></trans_id>
    <sad_id></sad_id>
    <scanTime></scanTime>
    <rescanFlag></rescanFlag>
    <jpegImageLink></jpegImageLink>
    <imgImageLink></imgImageLink>
  </dataInfo>
  <scannerConclusion>
    <flowId></flowId>
    <conclusion>Physical Inspection</conclusion>
    <Remark></Remark>
    <recommendation></recommendation>
  </scannerConclusion>
</imageConclusionMessage>
```

```
<suspectParameter>
<suspeciousParameterOption>Value1</suspeciousParameterOption>
<suspeciousParameterOption>Value2</suspeciousParameterOption>
<suspeciousParameterOption>Value3</suspeciousParameterOption>
  </suspectParameter>
  <suspeciousPosition>
    <suspeciousPositionOption>tank</suspeciousPositionOption>
  </suspeciousPosition>
</scannerConclusion>
</imageConclusionMessage>
```