



**KENYA REVENUE
AUTHORITY**

TENDER DOCUMENT

FOR

LEASE OF STAFF CANTEEN AT KRA NAMANGA STATION

TENDER NO.KRA/HQS/NCB-017/2019-2020

TIMES TOWER BUILDING

P.O. BOX 48240 – 00100

TEL: +254 02 310900

www.kra.go.ke

NAIROBI, KENYA.

SEPTEMBER, 2019

PRE-BID ON 27.09.2019 AT NAMANGA KRA OFFICES AT 10.00AM

CLOSING DATE: 15.10.2019 AT 11.00AM

TABLE OF CONTENTS

SECTION I - INVITATION TO TENDER.....3

SECTION II - INSTRUCTIONS TO TENDERERS4

SECTION III - GENERAL CONDITIONS OF CONTRACT17

SECTION IV - SPECIAL CONDITIONS OF CONTRACT.....22

SECTION V - SCHEDULE OF PARTICULARS OF TENDER.....23

SECTION VI - STANDARD FORMS27

 FORM OF TENDER28

 PRICE SCHEDULE FORM.....29

 CONFIDENTIAL BUSINESS QUESTIONNAIRE.....30

 SITE VISIT FORM.....33

SECTION I - INVITATION TO TENDER

Date _____

TENDER REF: KRA/HQS/NCB-017/2019-2020

TENDER NAME: LEASE OF STAFF CANTEEN AT NAMANGA STATION

- 1.1 The Kenya Revenue Authority invites sealed bids from eligible tenants to lease of staff canteen space at Namanga Station
- 1.2 Interested eligible tenants may obtain further information from and inspect the tender documents at the **Kenya Revenue Authority, Supply Chain Management Division, Haile Selassie Avenue, Times Tower, 25th Floor** during normal office working hours.

Bidder may download the tender documents free of charge from the Kenya Revenue Authority website www.kra.go.ke. Bidders who download the tender documents must forward their particulars immediately for records and communication of any tender clarifications or addenda to eprocurement@kra.go.ke.

- 1.3 Prices quoted should be net inclusive of all taxes and delivery costs, must be in Kenya Shillings and shall remain valid for 335 days from the closing date of the tender.
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender reference number and name and be deposited in the tender Box on **Ground Floor, Times Tower Building, Haile Selassie Avenue, Nairobi**, or be addressed to **Kenya Revenue Authority, Supply Chain Management Division, Haile Selassie Avenue, Times Tower, 25th floor** so as to be received on or before **Tuesday 15th October, 2019 at 11.00 am local time**.

A pre- bid site visit will be held on **Friday 27th September, 2019 at 10:00am** at **Namanga Station-KRA Offices**. You are encouraged to attend the pre bid site visit.

For more information on this tender notice, details, requirements, tendering procedures, guidelines, and tender documents please visit our website at [http:// www.kra.go.ke](http://www.kra.go.ke)

- 1.5 The tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at the Convention Centre on 5th floor Times Tower.

SIGNED FOR: *Commissioner General*
Kenya Revenue Authority

SECTION II - INSTRUCTIONS TO TENDERERS

TABLE OF CLAUSE

	Page
2.1 Eligible Tenderers	5
2.2 Cost of Tendering.....	5
2.3 Contents of Tender documents.....	5
2.4 Clarification of Tender document.....	6
2.5 Amendments of Tender Document.....	6
2.6 Language of Tenderers.....	6
2.7 Documents comprising to tender.....	6
2.8 Form of Tender.....	7
2.9 Tender prices.....	7
2.10 Tender currencies.....	7
2.11 Tenderers eligibility and qualifications.....	7
2.12 Tender security.....	7
2.13 Validity of tenders.....	8
2.14 Format and signing of tenders.....	8
2.15 Sealing and marking of tenders.....	9
2.16 Deadline for submission of tenders.....	9
2.17 Modification and withdrawal of tender.....	9
2.18 Opening of tenders.....	10
2.19 Clarification of tenders.....	10
2.20 Preliminary examination.....	10
2.21 Conversion and comparison of tenders.....	11
2.22 Evaluation and comparison of tenders.....	11
2.23 Contacting the procuring entity.....	12
2.24 Post qualification.....	12
2.25 Award criteria.....	12
2.26 Procuring entity's Right to accept or reject any or all tenders.....	13
2.27 Notification of award.....	13
2.28 Signing of Contract.....	13
2.29 Performance security.....	13
2.30 Corrupt or Fraudulent practices.....	14
Appendix to instructions to tenderers.....	15

SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This invitation to tender is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall be contracted for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the schedule of requirements.
- 2.1.2 The Kenya Revenue Authority's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 55 and 66 of the Act.
- 2.1.3 Tenderers shall provide the qualification 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 the firm or any of its officials which have been engaged by the Kenya Revenue Authority to provide consulting services for the preparation of the design specifications and other documents to be used for the purpose of this invitation to tender.
- 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 Kenya Revenue Authority, 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 price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.2.3 The Kenya Revenue Authority shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of Tender Documents

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.7 of these instructions to tenderers.
- (i) Instructions to tenderers
 - (ii) General Conditions of Contract
 - (iii) Special Conditions of Contract
 - (iv) Schedule of particulars of tender
 - (v) Form of Tender
 - (vi) Price Schedules
 - (vii) Contract Form
 - (viii) Confidential Business Questionnaire Form
 - (ix) Tender security Form
 - (x) Performance security Form
 - (xi) Authorization Form
 - (xii) Declaration form
 - (xiii) Request for Review Form

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

2.4 Clarification of tender Documents

2.4.1 A prospective tenderer making inquiry on the tender documents may notify the Kenya Revenue Authority by post, fax or by email at the Kenya Revenue Authority's address indicated in the Invitation to Tender. The Kenya Revenue Authority will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the Kenya Revenue Authority. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

2.4.2 The Kenya Revenue Authority's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.5 Amendment of tender Documents

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

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

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

2.6 Language of Tenders

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

2.7. Documents Comprising the Tender

2.7.1 The tender prepared by the tenderer shall comprise the following components:
(a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below

- (b) documentary evidence established in accordance with paragraph 2.12 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

2.8. Form of Tender

- 2.8.1 The tenderer shall complete the Form of Tender and the Price Schedules furnished in the tender documents, indicating the particulars of the tender.

2.9. Tender Prices

- 2.9.1 The tenderer shall indicate on the Price Schedules the unit prices and total tender price of the particular of tender under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the amounts to be paid by the tenderer to the Kenya Revenue Authority for the particulars of the tender under the contract.
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

2.10. Tender Currencies

- 2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise stated in the appendix.

2.11. Tenderers Eligibility and Qualifications

- 2.11.1 Pursuant to paragraph 2.1.1 and 2.1.2 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.
- 2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Kenya Revenue Authority's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12. Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.
- 2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.
- 2.12.3 The tender security is required to protect the Kenya Revenue Authority against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of

- a) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit.

2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 will be rejected by the Kenya Revenue Authority as non-responsive, pursuant to paragraph 2.20.5

2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity

2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30

2.12.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity
- (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.29 or
 - (ii) to furnish performance security in accordance with paragraph 2.30
- (c) If the tenderer rejects a correction of an arithmetic error in the tender.

2.13. Validity of Tenders

2.13.1 Tenders shall remain valid for 335 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Kenya Revenue Authority as non-responsive.

2.13.2 In exceptional circumstances, the Kenya Revenue Authority may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14. Format and Signing of Tenders

2.14.1 The tenderer shall prepare an original and a copy of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

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

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL TENDER" and "COPY OF TENDER". The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

- (a) be addressed to the Kenya Revenue Authority at the address given in the Invitation to Tender.
- (b) bear tender number and name in the Invitation to Tender and the words, "DO NOT OPEN BEFORE Tuesday 15th October, 2019 at 11:00 am.

2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Kenya Revenue Authority will assume no responsibility for the tender's misplacement or premature opening.

2.16. Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Kenya Revenue Authority at the address specified under paragraph 2.15.2 no later than Tuesday 15th October, 2019 at 11:00 am.

2.16.2 The Kenya Revenue Authority may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Kenya Revenue Authority and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the Kenya Revenue Authority as provided for in the appendix.

2.17. Modification and Withdrawal of Tenders

2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Kenya Revenue Authority prior to the deadline prescribed for submission of tenders.

2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. a withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.18. Opening of Tenders

- 2.18.1 The Kenya Revenue Authority will open all tenders in the presence of tenderers' representatives who choose to attend, at **Tuesday 15th October, 2019 at 11:00 am** and in the location specified in the Invitation of tender. The tenderers' representatives who are present shall sign a register evidencing their attendance
- 2.18.2 The tender's names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Kenya Revenue Authority, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The Kenya Revenue Authority will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of Tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the Kenya Revenue Authority 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 Kenya Revenue Authority in the Kenya Revenue Authority's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

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

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Kenya Revenue Authority 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 Kenya Revenue Authority'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 Kenya Revenue Authority and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21. Conversion to single currency

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

2.22. Evaluation and Comparison of Tenders

2.22.1 The Kenya Revenue Authority will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The Kenya Revenue Authority's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

(a) operational plan proposed in the tender;

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

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

(a) Operational Plan

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

(b) Deviation in payment schedule

(i) Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment scheduled and indicate the reduction in tender price they wish to offer for such alternative payment

schedule. The Kenya Revenue Authority may consider the alternative payment schedule offered by the selected tenderer.

2.22.4 Preference where allowed in the evaluation of tenders shall not exceed 15%.

2.22.5 The evaluation committee shall evaluate the tenders within 30 days from the date of opening the tender.

2.23. Contacting the Procuring entity

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

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

2.23 Post-qualification

2.24.1 The Kenya Revenue Authority will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

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

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

2.25 Award Criteria

2.25.1 Subject to paragraph 2.29 the Kenya Revenue Authority will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

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

2.26. Procuring entity's right to accept or reject any or all tenders

- 2.26.1 The Kenya Revenue Authority 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 Kenya Revenue Authority's action. If the Kenya Revenue Authority determines that none of the tenders is responsive, the Kenya Revenue Authority shall notify each tenderer who submitted a tender.
- 2.26.2 The Kenya Revenue Authority shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.26.3 A tenderer who gives false information in the tender document about 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.

2.27 Notification of Award

- 2.27.1 Prior to the expiration of the period of tender validity, the Kenya Revenue Authority will notify the successful tenderer in writing that its tender has been accepted.
- 2.27.2 The notification of award will constitute the formation of the contract subject to the signing of the contract between the tenderer and the Kenya Revenue Authority pursuant to clause 2.29. Simultaneously the unsuccessful tenderers shall be notified that their tenders have been unsuccessful.
- 2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.30, the Kenya Revenue Authority will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

2.27 Signing of Contract

- 2.28.1 At the same time as the Kenya Revenue Authority notifies the successful tenderer that its tender has been accepted, the Kenya Revenue Authority will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Kenya Revenue Authority.
- 2.28.3 The contract will be definitive upon its signature by the two parties.
- 2.28.4 The parties to the contract shall have it signed within 30 days from the date of Notification of contract award unless there is an administrative review request.

2.29 Performance Security

- 2.29.1 The successful tenderer shall furnish the performance security in accordance with the Appendix to instructions to tenders, in a form acceptable to the Kenya Revenue Authority.

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

2.30 Corrupt or Fraudulent Practices

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

2.30.2 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

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

Appendix to instructions to Tenderers

The following information for lease of Staff Canteen at Namanga Station shall complement, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the Instructions to Tenderers.

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	The tender is open to all eligible tenants ready to lease Staff Canteen at Namanga Station
2.1.2	The Declaration of No Conflict of Interest is incorporated in the Confidential Business Questionnaire.
2.2.1	The Tenant shall bear all costs associated with the preparation and submission of the tender, and Kenya Revenue Authority, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
2.12.1	Tender security is not required for this bid.
2.13.1	Bid Validity Period is 335 days from Tuesday 15 th October, 2019 at 11:00 am.
2.13.2	In exceptional circumstances, KRA may solicit the Tenant's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A tenant granting the request will not be required nor permitted to modify their tender.
2.13.3	The technical specifications are given in page 24-26
2.16.3	Bulky tender which will not fit in the tender box shall be received by KRA in the Supply Chain Management office on 25 th floor Times Tower Building.
2.15.1	<i>This tender is based on One (1) bid envelope. The bidders are required to submit bids which have combined technical proposal and financial proposal in one envelope.</i>
	The inner envelopes should be clearly marked as follows: KRA/HQS/NCB-017/2019-2020 - Combined Technical and Financial (Original) KRA/HQS/NCB-017/2019-2020- Combined Technical and Financial (Copy) The envelopes shall then be sealed in an outer envelope and addressed to: Commissioner General Kenya Revenue Authority P.O Box 48240-00100, Nairobi.

2.18.1	<p>Time, date, and place for bid opening are: 11:00 am local time, on Tuesday 15th October, 2019 Place: Convention Centre 5th Floor Times Tower Building Street: Haile Selassie Avenue City: Nairobi Country: Kenya</p>
2.22.1	<p>A tenant is expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Document.</p> <p>Failure to furnish all information required by the Bidding Document or to submit a bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its bid.</p>
2.22.4	<p>Preference</p> <p>KRA will not grant any preferences.</p>
2.24.2	<p>The bid evaluation will take into account documentation factors in addition to cost factors.</p>
2.30	<p>The performance security is not required for this tender.</p>

SECTION III - GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

	Page
3.1 Definitions.....	18
3.2 Application.....	18
3.3 Standards.....	18
3.4 Use of Contract documents and information.....	18
3.5 Patent rights.....	19
3.6 Performance security.....	19
3.7 Delivery of services and documents.....	19
3.8 Payment.....	19
3.9 Prices.....	19
3.10 Assignment.....	20
3.11 Termination for default.....	20
3.12 Termination for insolvency.....	20
3.13 Termination for convenience.....	20
3.14 Resolution of disputes.....	21
3.15 Governing language.....	21
3.16 Applicable law.....	21
3.17 Force Majeure.....	21
3.18 Notices	21

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 procuring entity under the Contract by the tenderer for the full and proper performance of the contractual obligations
- (c) "The Procuring entity" means the Kenya Revenue Authority
- (d) "The Contractor" means the organization or firm procuring the particulars of tender under this Contract.
- (e) "GCC" means the General Conditions of Contract
- (f) "SCC" means the Special Conditions of Contract
- (g) "Day" means calendar day

3.2. Application

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

3.3. Standards

3.3.1 The services provided under this Contract shall conform to the standards mentioned in the schedule of particulars of the tender.

3.4. Use of Contract Documents and Information

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

3.4.2 The Contractor shall not, without the Kenya Revenue Authority's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Kenya Revenue Authority and shall be returned (all copies) to the Kenya Revenue Authority on completion of the contractor's performance under the Contract if so required by the Kenya Revenue Authority.

3.5. Patent Rights

- 3.5.1 The Contractor shall indemnify the Kenya Revenue Authority against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

3.6 Performance Security

- 3.6.1 Within twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Kenya Revenue Authority the performance security where applicable in the amount specified in SCC
- 3.6.2 The proceeds of the performance security shall be payable to the Kenya Revenue Authority as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Kenya Revenue Authority and shall be in the form of:
- (a) Cash.
 - (b) A bank guarantee.
 - (c) Such insurance company guarantee approved by the Authority.
 - (d) A letter of credit.
- 3.6.4 The performance security will be discharged by the Kenya Revenue Authority and returned to the Contractor not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7. Delivery of services and Documents

- 3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by the Kenya Revenue Authority in the schedule of requirements and the special conditions of contract

3.8. Payment

- 3.8.1. The method and conditions of payment to be made to the Kenya Revenue Authority under this Contract shall be specified in the SCC
- 3.8.2. Payment shall be made promptly by the contractor, but in no case later than sixty (60) days after submission of an invoice or claim by the Kenya Revenue Authority.

3.9. Prices

- 3.9.1 Prices charged by the Kenya Revenue Authority for particulars provided under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the Contractor in its tender or in the Kenya Revenue Authority's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.
- 3.9.2 Contract price variations shall not be allowed for contract not exceeds one year (12 months).

3.9.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

3.9.4 Price variation requests shall be processed by the Kenya Revenue Authority within 30 days of receiving the request.

3.10. Assignment

3.10.1 The Contractor shall not assign, in whole or in part, its obligations under this Contract, except with the Kenya Revenue Authority's prior written consent.

3.10.2 Indemnity

The procuring entity agrees to indemnify and hold harmless Contractor and its affiliates and each of their respective directors, officers, agents, employees and sub-contractors (each an "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. Termination for Default

3.11.1 The Kenya Revenue Authority may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:

- (a) If the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Kenya Revenue Authority.
- (b) If the Contractor fails to perform any other obligation(s) under the Contract
- (c) If the Contractor in the judgment of the Kenya Revenue Authority has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 In the event the Kenya Revenue Authority 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 un-delivered, and the Contractor shall be liable to the Kenya Revenue Authority for any excess costs for such similar services. However, the contractor shall continue performance of the contract to the extent not terminated.

3.12. Termination for Insolvency

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

3.13. Termination for Convenience

3.13.1 The Kenya Revenue Authority 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 Kenya Revenue Authority's convenience, the extent to which performance of the contractor under the contract is terminated and the date on which such termination becomes effective.

- 3.13.2 For the remaining part of the contract after termination the Kenya Revenue Authority may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

3.14 Resolution of Disputes

- 3.14.1 The Kenya Revenue Authority and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or disputes arising between them under or in connection with the contract.

- 3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15. Governing Language

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

3.16. Applicable Law

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

3.17 Force Majeure

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

3.18 Notices

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

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

- 3.18.3 Any correspondences relating to the tender should be addressed to KRA's address as specified in the SCC.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.1 Special condition 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 those in the GCC.

4.2 Special Conditions of Contract as relates to the GCC.

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.8	<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 signing of receipt. However, KRA may negotiate mutually acceptable payment terms with the successful tenderer.</p>
3.9	<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.</p>
3.14	<p>Resolutions of Disputes</p> <p>Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. <i>The place of arbitration shall be Nairobi.</i> 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.</p>
3.15	<p>Language</p> <p>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.</p>
3.16	<p>Applicable Law</p> <p>The contract shall be interpreted in accordance with the laws of Kenya.</p>
3.18	<p>Notices</p> <p>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.</p>

SECTION V - SCHEDULE OF PARTICULARS OF TENDER

TENDER EVALUATION CRITERIA

Tender Responsiveness Criteria

The submission of the following items will be required in the determination of the completeness of the Bid. A Bid that does not contain the following information required will be declared non responsive and shall not be evaluated further.

	MANDATORY REQUIREMENTS
1.	Attach copy of Registration of Business/Certificate of Incorporation where applicable
2.	Duly Filled, Signed and Stamped Confidential Business Questionnaire
3.	Valid Tax Compliance Certificate
4.	Power of Attorney (sole proprietors exempted)

TECHNICAL SPECIFICATIONS

INSTRUCTION TO BIDDERS

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

Lease of Staff Canteen space at Namanga Station

No.	Item	Office Requirements	Bidder's Response
1.	LETTABLE AREA	Approximately 2,350 square feet	
2.	LEASE TERM	Six (6) years	
3.	RENT	Rent will be payable quarterly in advance	
4.	RENT DEPOSIT	A three (3) month's rent deposit MUST be paid by the tenant and shall be refundable upon expiry of the lease term.	
5.	RENT ESCALATIONS	Rent will escalate at a compound rate of 10% after every two years throughout the lease term	
6.	SERVICE CHARGE	In addition to the rent, a service charges of Kshs 10.00 per square feet MUST be paid by the tenant. The service charge will cater for; <ul style="list-style-type: none"> • Water for common areas; • Land rates and ground rent; • Insurance of the building; • Electricity for common areas; • Cleaning of common areas; • Security for common areas; • Repairs; • Periodic maintenance and decoration of common 	

		areas;	
7.	ELECTRICITY & WATER USER	The tenant will pay for his/her own Water & electricity bill	
8.		The tenant shall use the accommodation as restaurant only.	
9.	SECURITY	The Landlord will provide day and night security services to the compound	
10.	SUB-LETTING	No sub-letting is permitted.	
11.	PARTITIONING	The landlord's prior written consent will be required before the Tenant erects any partitions, fixtures or fittings in the Premises. All works carried out by the Landlord's consultants in assessing and approving the Tenant's fitting out plans will be at the cost of the Tenant. Any alterations to the power supply will require verification by the Landlord's appointed Electrical Engineers at the cost of the Tenant.	
12.	BREACH OF COVENANTS	If the rent or any part of thereof shall at any time remain unpaid for twenty one (21) days after becoming payable, whether formally demanded or not, or if at any time thereafter the Tenant is in breach of any of the covenants or conditions referred to in the lease, it will for the Landlord to re-enter the Premises and thereupon the Lease will determine and cease immediately but without prejudice to any rights and remedies which may have accrued to the landlord against the Tenant in respect of any breach of covenant.	
13.	POSSESSION	The tenant will take possession of the premises subject to the tenant having signed accepted an award from KRA, signs lease before the lease commencement date and having made all requisite	

		payments.	
14.	LEGAL FEES	The Tenant will be responsible for both parties' legal costs incurred in the preparation, execution and registration of the Lease including stamp duty, registration fees and other disbursements	
15.	DECORATION	On termination of the Lease or earlier determination for whatsoever reason, the Tenant will be required to redecorate the Premises in terms that will be contained in the Lease for the Premises. During the term of the Lease, the Tenant will be required to keep the premises and fixtures fittings thereon in good repair, order and condition.	

NB/ Bidders are requested to have the site visit form filled to ascertain that they understand the scope and sequence of services.

Tenant's Signature _____ Official Stamp _____ Date _____

SECTION VI- STANDARD FORMS

Notes on the Standard Forms

1. **Form of Tender** - The form of Tender must be completed by the tenant and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form-** The price schedule form must similarly be completed and submitted with the tender.
3. **Confidential Business Questionnaire Form -** This form must be completed by the tenderer and submitted with the tender documents.
4. **Site Visit Form-**Bidders are required to fill the site visit form and have it signed and stamped by the KRA officer at the station

FORM OF TENDER

To: Name and address of procuring entity

Date _____

Tender No.
Tender Name

Gentlemen and/or Ladies: -

5. Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to procure (the particulars of the tender) under this tender in conformity with the said Tender document for the sum of
.....[Total Tender amount in words and figures]

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

6. We undertake, if our Tender is accepted, to abide by the conditions of the tender.

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

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

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

Dated this _____ day of _____ 2019

[Signature]

[In the capacity of]

Duly authorized to sign Tender for and on behalf of _____

PRICE SCHEDULE FORM

LEASE OF STAFF CANTEEN SPACE AT NAMANGA STATION

ITEM NO.	LETTABLE AREA	AREA IN SQUARE METRES	RENT (KES.) PER SQUARE METRE	SERVICE CHARGE PER SQUARE METRE (KES)	VAT 16%	TOTAL QUOTED PRICE PER MONTH INCLUSIVE OF VAT
1.	Staff Canteen	2,350		10.00		
TOTAL						

Tenant's Signature _____ **Official Stamp** _____ **Date** _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 – General	
1.1	Business Name
1.2	Location of Business Premises.
1.3	Plot No..... Street/Road Postal Address Tel No. Fax..... E mail
1.4	Nature of Business :.....
1.5	Registration Certificate No.
1.6	Maximum Value of Business which you can handle at any one time – Kshs.
1.7	Name of your Bankers Branch
Part 2 (a) – Sole Proprietor	
2a.1	Your Name in Full Age
2a.2	Nationality Country of Origin <ul style="list-style-type: none"> ● Citizenship Details
Part 2 (b) Partnership	
2b.1	Given details of Partners as follows:
2b.2	<u>Name Nationality Citizenship Details 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
Name Nationality Citizenship Details Shares
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 (a) Have you offered or given anything of value to influence the procurement process?
Yes _____ No _____

(b) Have you been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Kenya Revenue Authority, which is the procuring entity?

Yes _____ No _____

(c) Have your servants and/or agents offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Kenya Revenue Authority.

Yes _____ No _____

3.10 If answer in '3.9' a, b or c 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.



**KENYA REVENUE
AUTHORITY**

ISO 9001:2015 CERTIFIED

SITE VISIT FORM

I/We :-----

of-----

Do hereby declare that I/We have visited the site and fully understand the scope and sequence of services.

Tenderer's Name:.....Signed Date:.....

KRA Officer's Name:.....Signed Date:.....

