



STANDARD TENDER DOCUMENT

**SUPPLY, DELIVERY, DESIGNING, IMPLEMENTATION,
COMMISSIONING, MAINTENANCE AND SUPPORT OF
INTEGRATED ENTERPRISE IDENTITY AND ACCESS
MANAGEMENT (IAM) SOLUTION**

TENDER NO.KRA/HQS/NCB-027/2020-2021

**REGISTER FOR ON-LINE PRE-BID MEETING HERE
[PRE-BID CONFERENCE](#)**

**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: 13th January, 2021 at 10:00 am

CLOSING DATE: 20th January 2021

AT 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.

S/N	ITEM DESCRIPTION	Mandatory
		Kindly tick once attached
1.	Copy of valid Tax Compliance Certificate	
2.	Certificate of Registration or Incorporation	
3.	Power of Attorney (Sole Proprietors Exempted)	
4.	Business permit	
5.	Tender Security- Kshs 500,000.00 valid for 365 days from the tender closing date.	
6.	Letter from the bank indicating that the firm is currently operating an account	
7.	Dully filled, signed and stamped Confidential Business Questionnaire	
8.	Manufacturers Authorization / OEM letter/premium partnership or equivalent	

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Tender Notice

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

N O.	DESCRIPTION	ELIGIBILI TY	PRE BID DATE AND TIME	CLOSING DATE AND TIME
1	KRA/HQS/NCB-027/2020-2021: SUPPLY, DELIVERY, DESIGNING, IMPLEMENTATION, COMMISSIONING, MAINTENANCE AND SUPPORT OF INTEGRATED ENTERPRISE IDENTITY AND ACCESS MANAGEMENT (IAM) SOLUTION	OPEN	13th January, 2021 Virtual at 10:00 AM	20th January, 2021 11.00 AM

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

Deputy Commissioner-Supply Chain Management
Times Tower Building, 21ST Floor,
P.O Box 48240– 00100 GPO,
Tel. +254 020 310900
Nairobi, Kenya.
website: www.kra.go.ke
Email : eprocurement@kra.go.ke

3. A complete set of bidding documents 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 Tender Tab.
4. Qualification requirements; Refer to Section III of the bidding document.
5. **An On-line pre-bid briefing** is scheduled for **13TH JANUARY 2021 at 10.00 am**. Bidders are advised to register for pre-bid through this link [PRE-BID CONFERENCE](#).
6. Completed Bids are to be saved as PDF documents marked “**KRA/HQS/NCB-027/2020-2021: Supply, Delivery, Designing, Implementation, Commissioning, Maintenance and Support of Integrated Enterprise Identity and Access Management (IAM) Solution.**” and submitted to the appropriate KRA E-procurement Web Portal found on the KRA website so as to be received on or before **20th January, 2021 at 11.00 a.m.** **Note: Submission should strictly be done to KRA E-Procurement Portal**
7. Bids will be opened electronically promptly after closing time and Bidders or their representatives are welcome to witness the opening at **Times Tower Building**.
8. **An original hard copy of the Bid Security of not less than the indicated amount or equivalent amount in a freely convertible currency must be dropped in the Tender Box located at Times Tower Building, Ground Floor** any day before the tender closing date. The Bid Security must be in a sealed envelope bearing the Tender Description and addressed to the address indicated above.

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

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all Tenderers eligible as described in the Invitation to Tender. Successful Tenderers shall provide the services 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 unless otherwise specified in the Appendix to Instructions to Tenderers.

2.11 Tenderers Eligibility and Qualifications

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

2.12 Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

- 2.12.2 The tender security shall be in the amount not exceeding 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 ***Combined technical and Financial bids shall be submitted electronically via the KRA supplier portal in the notes and attachment folder. Tender shall open on 20th January, 2021 at 11:00 hours, local time***
- 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 **20TH January, 2021 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 combined technical and financial proposal shall be opened on 20th January 2020 at 11.00 am. The tenderers' representatives who are presence 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) Operational plan proposed in the tender;
 - b) Deviations in payment schedule from that specified in the Special Conditions of Contract;
- 2.22.6 Pursuant to paragraph 22.3 the following evaluation methods will be applied:
- a) Operational Plan
KRA requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than KRA's required delivery time will be treated as non-responsive and rejected.
 - b) Deviation in payment schedule
Tenderers shall state their tender price for the payment on a schedule outlined in the Special Conditions of Contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule offered by the selected tenderer.
- 2.22.7 To qualify for contract awards, the tenderer shall have the following:
- a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
 - b) Legal capacity to enter into a contract for procurement.
 - c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
 - d) Shall not be debarred from participating in public procurement.

2.23 Preference

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

2.24 Contacting the Kenya Revenue Authority

- 2.24.1 Subject to paragraph 2.21 no tenderer shall contact the KRA on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.24.2 Any effort by a tenderer to influence the KRA in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.25 Award of Contract

(a) Post-qualification

- 2.25.1 In the absence of pre-qualification, the KRA will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.25.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the KRA deems necessary and appropriate.
- 2.25.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the

Tenderer's tender, in which event the KRA will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

2.25.4 The KRA will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated 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 less there is an administrative review request.

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

2.28 Performance Security

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

2.28.2 **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 eligible suppliers for Supply, Delivery, Designing, Implementation, Commissioning, Maintenance and Support of Integrated Enterprise Identity and Access Management (IAM) Solution
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 Kenya Shillings Five Hundred Thousand Only (Kshs. 500,000.00) 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 the date of tender opening .
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>Combined technical and Financial bids shall be submitted electronically via the KRA supplier portal in the notes and attachment folder. Tender shall open on 20th January, 2021 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 tendered from any warranty or other obligations under this Contract.
- 3.9 Delivery and Documents**
- 3.9.1 Delivery of the Services shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract.
- 3.10 Payment**
- 3.10.1 The method and conditions of payment to be made to the tendered under this Contract shall be specified in Special Conditions of Contract.
- 3.10.2 Payments shall be made promptly by the KRA as specified in the contract.
- 3.11 Prices**
- 3.11.1 Prices charged by the contractor for services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.
- 3.11.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 3.11.3 Where contract price variation is allowed, the variation shall not exceed 10% 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 periods) specified in the Contract, or within any extension thereof granted by the KRA;
- (b) if the tenderer fails to perform any other obligation(s) under the Contract;

- (c) If the tenderer, in the judgment of the KRA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 3.14.2 In the event the KRA terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.
- 3.15 Termination of Insolvency**
The KRA may at any time terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to KRA.
- 3.16 Liquidated Damages**
3.16 If the tenderer fails to deliver any or all of the services within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed services up to a maximum deduction of 10% of the delayed services. After this the tenderer may consider termination of the contract.
- 3.17 Termination of Convenience**
3.17.1 The KRA by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the KRA convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
3.17.2 For the remaining part of the contract after termination the KRA may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.
- 3.18 Resolution of Disputes**
3.18.1 The KRA and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract
3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.
- 3.19 Language and Law**
3.19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

3.20

Force Majeure

3.20.1

The tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that its 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>Supply, Delivery, Designing, Implementation, Commissioning, Maintenance and Support of Integrated Enterprise Identity and Access Management (IAM) Solution.</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 Supply, Delivery, Designing, Implementation, Commissioning, Maintenance and Support of Integrated Enterprise Identity and Access Management (IAM) Solution

5.3 Technical Requirements:

This tender covers Supply, Delivery, Designing, Implementation, Commissioning, Maintenance and Support of Integrated Enterprise Identity and Access Management (IAM) Solution

TECHNICAL SPECIFICATIONS REQUIREMENTS:

SUPPLY, DELIVERY, DESIGNING, IMPLEMENTATION, COMMISSIONING, MAINTENANCE AND SUPPORT OF INTEGRATED ENTERPRISE IDENTITY AND ACCESS MANAGEMENT (IAM) SOLUTION.

THIS INCLUDES DESIGN, DELIVERY, IMPLEMENTATION, COMMISSIONING, MAINTENANCE AND SUPPORT OF THE SOLUTION.

1. Introduction

Kenya Revenue Authority (KRA) is in the process of enhancing the management of its digital identities through the implementation of Identity & Access Management (IAM).

Accordingly, the Authority proposes to acquire and implement a cost effective Integrated Identity and Access Management Solution with Risk Based Authentication (RBA), Single Sign-On (SSO), Multi-Factor Authentication (MFA) and User Self-Service(SS) capabilities to manage the lifecycle of its digital identities from entry through to exit (provisioning and de-provisioning).

The Authority would therefore like to engage the services of a reputable bidder to Design, Deliver, Implement, Commission, Maintain and Support a cost effective solution including Open Source based Identity and Access Management (IAM) solution. Successful bidder will also be required to undertake capacity building for the KRA internal team equip them will adequate skills implement and maintain the solution.

2. Background

Kenya Revenue Authority runs an enterprise ICT Infrastructure that includes the following:

1. Approximately ten thousand (10,000) users accessing various applications.
2. Enterprise Applications Infrastructure consisting of about fifteen (15) application platforms running over sixty (60) unique internal business systems. The fifteen application (15) applications are required to be on-boarded during the solution implementation.
3. Enterprise Local and Wide Area Network (LAN and WAN) Infrastructure of over seventy (70) branch offices with users accessing applications which are centralized

The proposed solution is expected to mitigate against identity theft risk, to reduce identity management complexity and increase efficiency during identification, provisioning and de provisioning of the users.

3. Scope of Work:

Kenya Revenue Authority proposes to procure consultancy services for the design, implementation, integration, customization, optimization, support and maintenance of an integrated Identity and Access Management Solution, including the following:

- a) Review the existing business process model and carry out Business process engineering to facilitate IAM solution implementation
- b) Design the IAM solution architecture to integrate with the existing infrastructure.
- c) Secure implementation of the IAM solution including installation, configuration, integration, customizations and testing as per the requirements in this bid document
- d) Build capacity in the KRA internal team through training, skills transfer and hands-on involvement to enable KRA staff to competently support and maintain the solution
- e) Support and maintenance of the integrated solution.
- f) Work closely with stakeholders to ensure that risks are collected, prioritized, and mitigated throughout the life cycle of the project.

4. Instructions to Bidders

Bidder MUST complete ALL tables in the document, and in the format provided.

- I. Bidder MUST provide a substantive response for all features in the format provided, irrespective of any attached technical documents. Use of Yes, No or compliant, Including use of ticks without substantive narrative explanations in these tables is considered non responsive.
- II. **Bids MUST meet all requirements indicated as MANDATORY (Table 1 and Table 2) AND attain a minimum score of 75% in Tables 3 and 4 to be considered responsive and the total score shall be prorated to 80%**
- III. **Bids MUST attain a minimum score of 75% in Table 7 to be considered responsive and the total score shall be prorated to 20%**
- IV. Bidder SHOULD cross-reference technical response to corresponding data sheets or product technical documentation.

V. Bidder SHOULD indicate their proposed delivery period.

TABLE 1: MANDATORY GENERAL REQUIREMENTS.

Bidders are required to provide responses that articulate how the solution meets the requirements with reference to product documentation and data sheets. The bid will not be evaluated further if any requirement in this section is not fully met and hence the bidder will be considered non-responsive. Responses like YES, NO, COMPLIED and use of ticks without detailed supporting explanations will be considered non responsive.

	Requirement	Minimum Requirements	Bidder Response (Narrative answers)
1.1	Services Description	Successful bidder is expected to provide Consultancy Services for design, implementation, integration, customization optimization, support and maintenance of an integrated Enterprise Identity Management Solution, including capacity building for the KRA team <i>The bidder MUST provide consultancy services to implement the solution so as to meet the needs of the Authority</i>	
1.2	Identity Management Solution implementation team	Successful bidder MUST provide a team of qualified and experienced personnel to provide the services <i>Bidder MUST provide details of the proposed staff and their relevant qualification and experience. (Provide a summary here and attach CVs) of the specific personnel who will be deployed to offer the services and indicate their relevant qualifications and experience)</i>	
1.3	Original Solution Developer Support	All solution components MUST be covered under original builder's direct or partner premium technical support services	
1.4	Support and Maintenance	Successful bidder MUST provide three (3) years support and maintenance services with manufacturer/authorized premier support renewable annually commencing on the commissioning date.	
1.5	Identity and Access management Training and Capacity Building	Successful bidder MUST provide the IAM solution authorized training for all the components procured. The training and capacity building should	

		cover at least fifteen (15) KRA staff.	
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TABLE 2. MANDATORY TECHNICAL REQUIREMENTS

Key Solution Features

This section contains Key features that must be implemented by the consultant. Successful bidder is required to provide responses that articulate how the solution meets the requirements with reference to product documentation and data sheets and how they will implement. The bid will be disqualified from further evaluation if any requirement in this section is not satisfactorily met. Responses like YES, NO, COMPLIED and use of ticks without substantive narrative explanations will be considered non responsive.

Section One	Expected Key Minimum System Features	Bidder Response (Narrative answers)
	Key Solution Features	
2.	Key Features	
2.1	The consultant MUST ensure that the Integrated Enterprise Identity Management Solution is configured to perform identity and access management (IAM) life cycle (Provisioning and de-provisioning of user accounts, credentials, and access rights). <i>The bidder is required to explain/show/demonstrate how the requirement will be achieved.</i>	
2.2	The consultant MUST ensure that the Integrated Enterprise Identity Management Solution is implemented with single sign-on (SSO) for user identities in applications and the scope includes integration with ALL KRA applications. <i>The bidder is required to explain/show/demonstrate how the requirement will be achieved</i>	
2.3	The consultant MUST ensure that the Integrated Enterprise solution is configured to provide multi-factor authentication (MFA) implementing the following authentication types; Password, Soft-token, Adaptive/risk-based authentication, One-time passwords (OTPs) sent via SMS, smart phone application and email. <i>The bidder is required to explain/show/demonstrate how the requirement will be achieved</i>	
2.4	The consultant MUST ensure that the Integrated Enterprise Identity and Access Solution is configured to perform adaptive Risk Based identity authentication (RBA) including analysis of user behaviour patterns, location, time, roles, applications, devices, infrastructure etc. with step up /additional challenges presented to the users. It should be implemented to support behavioural or adaptive multi-factor authentication and configuration of risk-based authentication policies including:	

	<ul style="list-style-type: none"> Limiting MFA to specific groups, IP addresses or applications. Defining durations that a user session should run without the need of MFA prompt if authenticated within a predefined time period. <p><i>The bidder is required to explain/show/demonstrate how the requirement will be achieved</i></p>	
2.5	<p>The consultant MUST ensure that the Integrated Enterprise Identity Management Solution is configured to support the management of application/service accounts.</p> <p><i>The bidder is required to explain/show/demonstrate how the requirement will be achieved</i></p>	
2.6	<p>The consultant MUST ensure that the Integrated Enterprise Identity Management Solution is configured to integrate with MS Active Directory for user identities.</p> <p><i>The bidder is required to explain/show/demonstrate how the requirement will be achieved</i></p>	
2.7	<p>The consultant MUST ensure that the Integrated Enterprise Identity Management Solution is configured to provide self-service (SS) password management for users.</p> <p><i>The bidder is required to explain/show/demonstrate how the requirement will be achieved.</i></p>	
2.8	<p>The consultant MUST ensure that the Integrated Enterprise Identity Management Solution is configured to Integrate with Security Information and Event Management (SIEM) and Privileged Account Management (PAM) solutions.</p> <p><i>KRA has implemented both the SIEM & the PAM</i></p> <p><i>The bidder is required to explain/show/demonstrate how the solution meets this requirement.</i></p>	
2.9	<p>The consultant MUST ensure that the Integrated Enterprise Identity Management Solution is deployed in High Availability, at a minimum active-standby mode.</p> <p><i>The bidder is required to explain/show/demonstrate how the requirement will be achieved.</i></p>	
2.10	<p>The consultant MUST ensure that the Integrated Enterprise Identity Management solution provides granular logs for all transactions.</p> <p><i>The bidder is required to explain/show/demonstrate how the requirement will be achieved</i></p>	
2.11	<p>The consultant MUST ensure that the Integrated Enterprise Identity Management Solution integrates with select fifteen (15) KRA applications that are accessed by both KRA internal users and select external users. <i>The bidder is required to explain/show/demonstrate how the requirement will be achieved</i></p>	
2.12	<p>The consultant MUST ensure that the Integrated Enterprise Identity Management Solution is configured with the latest stable versions of the solution.</p> <p><i>The bidder is required to explain/show/demonstrate how the requirement will be achieved</i></p>	

TABLE 3 - Key Features**Technical Implementation Requirements**

Bidders are required to provide responses that articulate how the solution meets the requirements with reference to product documentation and data sheets. **The bid must attain a minimum score of 75% in this Table for it to be considered responsive.** Responses like YES, NO, COMPLIED and use of ticks without supporting explanations will be considered non responsive.

Section Two	Expected Key System Features	Max Score	Bidder Response
3	Integration Requirements		
3.1	The consultant MUST ensure that the Enterprise Identity Management Solution is configured to authenticate Active Directory user identities. <i>The bidder is required to explain /show /demonstrate how the requirement is to be achieved</i>	1	
3.2	The consultant MUST ensure that the Enterprise Identity Management Solution is configured to support the creation, import and export of bulk users using CSV files or any other mechanism where applicable. <i>The bidder is required to explain /show /demonstrate how the requirement is to be achieved</i>	1	
3.3	The consultant MUST ensure that the Enterprise Identity Management Solution is configured to support Virtualized Environment Setup (VMware or Hyper-V). <i>The bidder is required to explain /show /demonstrate how the requirement is to be achieved</i>	1	
3.4	The consultant MUST ensure that the Enterprise Identity Management Solution is configured to integrate with all KRA applications <i>The bidder is required to explain /show /demonstrate how the requirement is to be achieved</i>	1	
3.5	The consultant MUST ensure that the Enterprise Identity Management Solution is configured to integrate with SMS gateway for token delivery. <i>The bidder is required to explain /show /demonstrate how the requirement is to be achieved.</i>	1	
3.6	The consultant MUST ensure that the Enterprise Identity Management Solution is configured to integrate with SIEM solution. <i>The bidder is required to explain /show /demonstrate how the requirement is to be achieved.</i>	1	
3.7	The consultant MUST ensure that the Enterprise Identity Management Solution is configured to use SSL certificates/Encryption techniques to integrate. <i>The bidder is required to explain/show/demonstrate how the solution meets this requirement.</i>	1	
3.8	The consultant MUST ensure that the Enterprise Identity Management Solution is configured to support the following standards <ul style="list-style-type: none"> • Security Assertion Markup Language (SAML) • System for Cross-domain Identity Management (SCIM) • OAuth 2.0 	1	

	<ul style="list-style-type: none"> OpenID Connect <p><i>The bidder is required to explain /show /demonstrate how the requirement is to be achieved</i></p>		
	Total	8	
4	Identity Management		
4.1	<p>The consultant MUST ensure that the Enterprise Identity Management Solution is configured to implement identifying, authenticating and authorizing individuals or groups of people to have access to applications, systems, devices or networks by associating user rights and restrictions with established identities. This extends to users accessing systems managed by the PAM.</p> <p><i>The bidder is required to explain /show /demonstrate how the requirement is to be achieved</i></p>	1	
4.2	<p>The consultant MUST ensure that the Enterprise Identity Management Solution is configured to provide Identity & Access Management compliance and governance auditing and reporting.</p> <p><i>The bidder is required to explain /show /demonstrate how the requirement is to be achieved</i></p>	1	
4.3	<p>The consultant MUST ensure that the Enterprise Identity Management Solution is configured to provide secure management of credentials.</p> <p><i>The bidder is required to explain /show /demonstrate how the requirement is to be achieved</i></p>	1	
4.4	<p>The consultant MUST ensure that the Enterprise Identity Management Solution is configured to implement delegation of administrator's functions.</p> <p><i>The bidder is required to explain /show /demonstrate how the requirement is to be achieved</i></p>	1	
4.5	<p>The consultant MUST ensure that the Enterprise Identity Management Solution is configured to implement administrator to reset user password for a one-time use on I&AM/target account.</p> <p><i>The bidder is required to explain /show /demonstrate how the requirement is to be achieved</i></p>	1	
4.6	<p>The consultant MUST ensure that the Enterprise Identity Management Solution is configured to implement administrator to unlock user account.</p> <p><i>The bidder is required to explain /show /demonstrate how the requirement is to be achieved</i></p>	1	
4.7	<p>The consultant MUST ensure that the Enterprise Identity Management Solution is configured to support password change detection & synchronization from Active Directory (AD).</p> <p><i>The bidder is required to explain /show /demonstrate how the requirement is to be achieved</i></p>	1	
4.8	<p>The consultant MUST ensure that the Enterprise Identity Management Solution is configured to support automated bulk password updates or resets based upon administrator-defined groups of users for all applications in scope.</p> <p><i>The bidder is required to explain /show /demonstrate how the requirement is to be achieved</i></p>	1	
4.9	<p>The consultant MUST ensure that the Enterprise Identity Management Solution is configured to support workstation lockout/idle time scenario</p>	1	

4.10	The consultant MUST ensure that the Enterprise Identity Management Solution is configured to support role-based authorization and delegation capabilities. <i>The bidder is required to explain /show /demonstrate how the requirement is to be achieved</i>	1	
4.11	The consultant MUST ensure that the Enterprise Identity Management Solution is configured to implement user-initiated requests for new roles and entitlements through the workflow engine or otherwise. <i>The bidder is required to explain /show /demonstrate how the requirement is to be achieved</i>	1	
4.12	The consultant MUST ensure that the Enterprise Identity Management Solution is configured to allow the assignment of rights to make roles actionable/active. <i>The bidder is required to explain /show /demonstrate how the requirement is to be achieved</i>	1	
4.13	The consultant MUST ensure that the Enterprise Identity Management Solution is configured to provide protection against brute-force, password guessing and denial-of-service attacks. <i>The bidder is required to explain /show /demonstrate how the requirement is to be achieved</i>	1	
	Total	13	
5	Multi Factor Authentication Support		
5.1	The consultant MUST ensure that that the Enterprise Identity Management Solution is configured to implement the following authentication types: <ul style="list-style-type: none"> • Password • Soft-token • Web Services authentication capabilities • One-time passwords (OTPs) sent via SMS, voice call or email. • Mobile phone-based authentication • FIDO <i>The bidder is required to explain /show /demonstrate how the requirement is to be achieved</i>	2	
5.2	The consultant MUST ensure that the Enterprise Identity Management Solution is configured to integrate with corporate SMS gateway. <i>The bidder is required to explain /show /demonstrate how the requirement is to be achieved</i>	2	
5.3	The consultant MUST ensure that the Enterprise Identity Management Solution is configured to support push-notification technology for supported tokens. <i>The bidder is required to explain /show /demonstrate how the requirement is to be achieved</i>	2	
5.4	The consultant MUST ensure that the Enterprise Identity Management Solution is configured to support device registration process for establishing device trust to ensure user authentication from known devices. <i>The bidder is required</i>	2	

	<i>to explain /show /demonstrate how the requirement is to be achieved</i>		
5.5	The consultant MUST ensure that the Enterprise Identity Management Solution is configured to support Custom application MFA integrations via Application Programming Interfaces (APIs), globally at the portal and with the individual applications. <i>The bidder is required to explain /show /demonstrate how the requirement is to be achieved</i>	2	
	Total	10	
6	Risk Based Authentication		
6.1	The consultant MUST ensure that the Enterprise Identity Management Solution is configured to support adaptive multi-factor authentication and configuration of risk-based authentication policies including: <ul style="list-style-type: none"> • Limiting MFA to specific groups, IP addresses or applications. • Defining durations that a user session should run without the need of MFA prompt if authenticated within a predefined time period. <i>The bidder is required to explain /show /demonstrate how the requirement is to be achieved</i>	3	
6.2	The consultant MUST ensure that the Enterprise Identity Management Solution is configured to perform continuous authentication which keeps track of the behaviour or context that will determine if someone other than the original user assumes control of a session. <i>The bidder is required to explain /show /demonstrate how the requirement is to be achieved</i>	3	
	Total	6	
7	Single Sign-On		
7.1	The consultant MUST ensure that the Enterprise Identity Management Solution is configured to support federated single sign-on to allow users to authenticate once, on their respective domains, then use that authenticated session to access all of the applications they're authorized to use. <i>The bidder is required to explain /show /demonstrate how the requirement is to be achieved</i>	2	
7.2	The consultant MUST ensure that the Enterprise Identity Management Solution is configured to permit a user or application to use one set of login credentials (e.g., name and password) to access multiple applications. <i>The bidder is required to explain /show /demonstrate how the requirement is to be achieved</i>	2	
7.3	The consultant MUST ensure that the Enterprise Identity Management Solution is configured to provide context-sensitive authentication that allows the creation of risk-based policies that look at the context as the user is authenticating and dynamically determine which authentication actions to require the user to take. <i>The bidder is required to explain /show /demonstrate how the requirement is to be achieved</i>	2	
7.4	The consultant MUST ensure that the Enterprise Identity Management Solution is configured to act as an authentication authority that provides a single point of control	2	

	for creating and applying identity management policies that specify exactly how KRA will authenticate users as they request access to applications. <i>The bidder is required to explain /show /demonstrate how the requirement is to be achieved</i>		
7.5	The consultant MUST ensure that the Enterprise Identity Management Solution is configured to support grouping or clustering of applications that can be assigned a certain set of users e.g. based on user department, commonly accessed services/applications etc. <i>The bidder is required to explain /show /demonstrate how the requirement is to be achieved</i>	2	
7.6	The consultant MUST ensure that the Enterprise Identity Management Solution is configured to implement password push to selectable target systems (i.e., the user or administrator is allowed to specify which systems have the same passwords). <i>The bidder is required to explain /show /demonstrate how the requirement is to be achieved</i>	1	
7.7	The consultant MUST ensure that the Enterprise Identity Management Solution is configured to support top-down password push from I&AM solution to database credential repositories (such as Microsoft SQL Server, and Oracle) <i>The bidder is required to explain /show /demonstrate how the requirement is to be achieved</i>	1	
	Total	12	
8	Guest Accounts Provisioning		
8.1	The consultant MUST ensure that the Enterprise Identity Management Solution is configured to support self-service user/guest portal for guest self- registration. In addition, the solution should support <ul style="list-style-type: none"> • time limited/restricted Guest accounts • auto-disabling/purging of expired Guest accounts <i>The bidder is required to explain /show /demonstrate how the requirement is to be achieved</i>	2	
	Total	2	
9	Workflow Support		
9.1	The consultant MUST ensure that that the Enterprise Identity Management Solution is configured to provide the following services: <ul style="list-style-type: none"> • Provisioning and de-provisioning of user accounts • Provisioning and de-provisioning of credentials • Provisioning and de-provisioning of access rights <i>The bidder is required to explain /show /demonstrate how the requirement is to be achieved</i>	0.5	
9.2	The consultant MUST ensure that that the Enterprise Identity Management Solution is configured to implement workflows: <ul style="list-style-type: none"> • Initiated by administrator or authorized user action • Event-driven activation or de-activation • Request-driven activation or de-activation • disabling of accounts <i>The bidder is required to explain /show /demonstrate how the requirement is to be achieved</i>	0.5	
9.3	The consultant MUST ensure that that the Enterprise Identity Management Solution is configured to implement creation of platform-specific entities required for account provisioning	0.5	

	<i>The bidder is required to explain /show /demonstrate how the requirement is to be achieved</i>		
9.4	The consultant MUST ensure that the Enterprise Identity Management Solution is configured to implement manual and automated delegation capabilities including delegation by identity administrator to another person for a specific period of time. <i>The bidder is required to explain /show /demonstrate how the requirement is to be achieved</i>	0.5	
9.5	The consultant MUST ensure that The Enterprise Identity Management Solution is configured to prohibit requests that would not be approved based upon predefined conflicts, attributes, roles, or some other facet of the requestor. <i>The bidder is required to explain /show /demonstrate how the requirement is to be achieved</i>	0.5	
9.6	The consultant MUST ensure that the Enterprise Identity Management Solution is configured to support multiple workflow request initiation from a user or an administrator. <i>The bidder is required to explain /show /demonstrate how the requirement is to be achieved</i>	0.5	
9.7	The consultant MUST ensure that the Enterprise Identity Management Solution is configured to provide alerts and reminders required to perform workflow tasks. <i>The bidder is required to explain /show /demonstrate how the requirement is to be achieved</i>	0.5	
9.8	The consultant MUST ensure that the Enterprise Identity Management Solution is configured to support self-registration requests for specific services. <i>The bidder is required to explain /show /demonstrate how the requirement is to be achieved</i>	0.5	
	Total	4	
10	Auditing & Reporting		
10.1	The consultant MUST ensure that the Enterprise Identity Management Solution is configured to implement <ul style="list-style-type: none"> • out-of-the-box reporting • scheduled report generation • email-based report subscriptions / notifications • a built-in query tool for ad-hoc/user defined reports • creation and distribution of customized reporting and dashboards <i>The bidder is required to explain /show /demonstrate how the requirement is to be achieved</i>	1	
10.2	The consultant MUST ensure that the Enterprise Identity Management Solution is configured to support configuration of security audit levels and defining granularity of audit information collected. <i>The bidder is required to explain /show /demonstrate how the requirement is to be achieved</i>	1	
10.3	The consultant MUST ensure that the Enterprise Identity Management Solution is configured to implement user maintenance auditing (identity updates, password changes, self-administration, etc.). <i>The bidder is required to explain /show /demonstrate how the requirement is to be achieved</i>	1	
10.4	The consultant MUST ensure that the Enterprise Identity Management Solution is configured to support a “Dashboard”	1	

	interface that can be used to quickly identify important events and Role based dashboard reports. <i>The bidder is required to explain /show /demonstrate how the requirement is to be achieved</i>		
10.5	The consultant MUST ensure that the Enterprise Identity Management Solution is configured to support integration with other reporting engines. <i>The bidder is required to explain /show /demonstrate how the requirement is to be achieved</i>	1	
10.6	The consultant MUST ensure that the Enterprise Identity Management Solution is configured to implement IAM auditing for compliance and governance. <i>The bidder is required to explain /show /demonstrate how the requirement is to be achieved</i>	1	
10.7	The consultant MUST ensure that the Enterprise Identity Management Solution is configured to provide transactional, monitoring, health and management reports for all its components. <i>The bidder is required to explain /show /demonstrate how the requirement is to be achieved</i>	2	
10.8	The consultant MUST ensure that the Enterprise Identity Management Solution is configured to log all authentication events: <ul style="list-style-type: none"> • Locally • Externally via syslog or other mechanisms (Please specify) <i>The bidder is required to explain /show /demonstrate how the requirement is to be achieved</i>	2	
	Total	10	
11	Implementation Overview		
11.1	The bidder should provide an implementation overview including a complete process overflow and architecture designs showing the interrelation of all the components of the integrated solution to be implemented. This should include an implementation approach and schedule. <i>Successful bidder is required to demonstrate how the solution integrating with the various components works as a whole.</i>	1	
11.2	Successful bidder is required to: <ul style="list-style-type: none"> • Review the existing Business process model for the purpose of developing a desired model, while meeting the KRA identity management objectives and best practice. • Design an enterprise Identity Management solution architecture that addresses the needs of both the existing and future models of operations. • Lead the implementation of the designed architecture that meets the KRA requirements and the requirements of this bid • Work closely with stakeholders to ensure that risks are collected, prioritized, and mitigated throughout the life cycle of the project. • Lead the Enterprise Identity Management Solution implementation and build capacity in the KRA internal 	3	

	<p>team to competently implement and maintain the solution</p> <ul style="list-style-type: none"> • Hand hold KRA internal implementation team in maintenance and support of the Solution on a need basis. <p><i>The bidder is required to explain /show /demonstrate how the requirement is to be achieved</i></p>		
11.3	<p>KRA preference is to partner with OEM(s) in implementing suitable solution integration. In this regard the OEM(s) will take a lead role in implementing the solution. Bidder are therefore required to demonstrate proof of OEM(s) partnership in providing leadership in implementing the integrated solution.</p>	2	
11.4	<p>The overview should illustrate how the solution will integrate with the various KRA applications and implement the features in this technical specification.</p>	1	
11.5	<p>The main deliverable of the Identity Management Solution Specialist is a fully functional Enterprise Identity Management Solution as defined under the scope, operational in both test and live environments – as well as internal staff capacity building.</p> <p><i>The bidder is required to explain /show /demonstrate how the requirement is to be achieved</i></p>	3	
	Total	10	
	TABLE TOTAL	75	

TABLE 4: PROJECT MANAGEMENT AND IMPLEMENTATION REQUIREMENTS

Bidders are required to provide responses that articulate how the solution meets the requirements with reference to product documentation and data sheets. **The bid must attain a minimum score of 75% in this Table for it to be considered responsive.** Responses like YES, NO, COMPLIED and use of ticks without supporting explanations will be considered non responsive.

Item No	Feature	Minimum requirements	Max Score	Bidder Response (Narrative answers)
1.0	Overall Schedule of works and services.	<ul style="list-style-type: none"> • Attach a clear project workplan. • The bidder must provide information about any additional infrastructure components to be provided by the Authority to enable successful Implementation of the solution 	6	
2.0	Detailed scope of work for Integration of KRA applications / systems to the Enterprise Identity and Access Management solution	<p>The bidder must provide guidance in the integration of the Identity and Access Management solution with KRA applications to perform SSO including,</p> <ul style="list-style-type: none"> • Making any configuration changes that may be required at the application level • Implement policies or rules that require to be defined for applications • Configuring applications that support standard 	6	

		identity federation protocols (SAML, Oauth2.0, WS-Federation, OIDC), or any other protocol.		
3.0	Manufacturer authorized Identity and Access Management training and capacity building	<p>Successful bidder must provide Manufacturer authorized Identity and Access Management training as part of capacity building.</p> <p>Training proposals should include Course outline to be covered and duration.</p> <p>NB: Bidder to clearly indicate and include all costs associated in the training for fifteen (15) KRA staff, including certification in his price schedule.</p>	5	
4.0	Documentation	The bidder should provide comprehensive documentation for the entire project e.g technical documentation, users manuals etc. for smooth operation and support	3	
5.0	Provision of maintenance and support	Successful bidder is expected to provide an SLA covering the entire Identity and Access Management solution for a contract period of Three (3) years, renewable	2	

		annually. This includes periodic solution review, maintenance, upgrades, and on-site/off-site support.		
6.0	Provision of Work Plan	The bidder should provide a detailed work plan for the Review, Design, installation, configurations, testing, system integration and provision of all other requested services for the successful implementation of the entire solution.	3	
	Total		25	

SECTION VI - SCHEDULE OF REQUIREMENTS

Procurement Item

Schedule A:

Table 5

No.	Description	Delivery schedule
1.	Supply, Delivery, Designing, Implementation, Commissioning, Maintenance and Support of Integrated Enterprise Identity and Access Management (IAM) Solution.	Commence implementation four (4) weeks after issuance of LPO Provide implementation schedule

Instructions on Submission of Bids

The Tenderer must submit a technical and financial proposals electronically via the supplier portal in the respective folders within the tendering period presented in the order given:

Section	Document
A	Tender Notice/Invitation to Tender
B	Confidential Business Questionnaire
C	Power of Attorney ¹ (except for Sole proprietor)
D	Business Registration Certificate/Certificate of Incorporation
E	Business permit
F	Manufacturer's Authorization Form(s)
G	Tender Security
H	Valid Tax Compliance Certificate
I	Reference Letter from the Bank
J	Key staff Competence
K	Details of three (3) major Clients
L	Technical Clause by Clause response

Financial Proposal

M	Duly filled and signed Price Schedule
N	Form of Tender (Dully filled, Signed and stamped)

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.

TABLE 6: MANDATORY REQUIREMENTS	
1.	Submission of Tender Documents <ul style="list-style-type: none"> ▪ Power of Attorney² (except for Sole proprietor) ▪ Tender Security (Kshs. 500,000.00) valid for 365 days ▪ Fully filled, signed and stamped Form of Tender
2.	Company Profile Suitability of Service Provider <ul style="list-style-type: none"> ▪ Attach copy of Registration of Business/Certificate of Incorporation ▪ Duly Filled, Signed and Stamped Confidential Business Questionnaire
3.	Proof of Financial Resources Current Reference Letter from Bank (not older than six (6) months)
4.	Valid Tax Compliance Certificate
5.	Manufacturers Authorization / OEM letter/premium partnership or equivalent .

Vendor Evaluation Criteria

Table 7: Vendor Requirements.

Description of Evaluation Criteria	Maximum Score	Bidder Response
Managerial and Key Personnel Competency Profiles The vendor should indicate the relevant technical experience and certifications for at least two (2) relevant key staff for the proposed solution components NB: An engineer's relevant qualifications can be considered for one or more proposed solution components. The experience should be in implementing the solution components proposed in the bid. Engineers proposed for each component MUST have experience in the implementation of at least one project where proposed component was deployed successfully.	10	

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

² Bidder to attach documentary proof of authority to sign the bid documents on behalf of the bidder.

<p><i>Bidder should fill the key technical staff details in the provided template. Provide all the information requested in the template</i></p> <p><i>Attach copies of the certifications</i> <i>attach each Engineer CV demonstrating the experience and qualification (All Cvs should be accompanied by supporting certificates)</i></p> <p><i>These documents will be used to score and rate the capacity</i></p>		
Experience/Reputation of the vendor		
<p>Proof of satisfactory service delivery for contracts in implementing proposed solution components in the last five (5) years</p> <p><i>The information provided for the projects implemented by the vendor shall be subjected to verification.</i></p> <p>NB: A proposed relevant contract can be considered for one or more proposed solution components. The contracts should be for the products/solutions proposed in the bid.</p> <p>Fill out Table 5.3: Relevant Reference sites template</p>	10	
Total Score	20	
NB The pass mark shall be 15 out of 20		

Table 7.1: Managerial and Key Personnel Competency Profiles Template

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

7							
8							
9							

Table 7.2: Relevant Reference sites template						
Industry/ Sector	Nature/ Description of work done	Value of Contract Or the size of the company	Project Start Date	Project Completi on Date	Any other relevant information to describe capability	Geograph ical location
	<i>Description to include the components deployed</i>					

Table 8: Summary of evaluation criteria and scores

Criteria	Maximum Score/ Requirement	Cut-off Score
Tender Responsiveness	Mandatory	All
Vendor Evaluation(Table 7)	20	15
Technical Evaluation-Mandatory(Table 1 and Table 2)	met	Met all
Technical Evaluation –Weighted Scores(Table 3 and Table 4)	80	60 Note: In addition, bidder, must score at least 75% of the marks in each of Tables 3 and Table 4)
Totals	100	75
Financial Evaluation	The award shall be to the lowest evaluated responsive bidder.	
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	

SECTION VII- PRICE SCHEDULE

TABLE 9: PRICE SCHEDULE

NOTE: The payments will be spread over this period and made against successful deliverables

Item No	Description	Deliverables	Price
1	Overall Review and Gap Analysis	Signed off documentation	
2	Design and architecture	Signed off Design and architecture documentation	
3	Base configuration to achieve the requirements listed in the respective technical requirements tables	Installation, configuration, integration, customizations and testing as per the requirements in this bid document Technical documentation and signed off UAT	
4	Integrations		
	SSO	Installation, configuration, integration, customizations and testing as per the requirements in this bid document Technical documentation and signed off UAT	
	MFA	Installation, configuration, integration, customizations and testing as per the requirements in this bid document Technical documentation and signed off UAT	
	RBA	Installation, configuration, integration, customizations and testing as per the requirements in this bid document Technical documentation and signed off UAT	
	SS	Installation, configuration, integration, customizations and testing as per the requirements in this bid document Technical documentation and signed off UAT	
	IAM	Installation, configuration, integration, customizations and testing as per the requirements in this bid document Technical documentation and signed off UAT	
5	Training and Capacity Building for at least 15 KRA staff	Capacity building on Staff for entire solution	
6	Support and Maintenance covering all solution components	Lot, covering entire solution NB: Quote per year	
7	Any other (please indicate clearly in the same format)		
	Total		

SECTION VIII - STANDARD FORMS

Notes on the Sample Forms

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

8.1 FORM OF TENDER

Date _____

Tender No. _____

To: KENYA REVENUE AUTHORITY

P. O. BOX 48240 – 00100 NAIROBI.

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Supply, Delivery, Designing, Implementation, Commissioning, Maintenance and Support of Integrated Enterprise Identity and Access Management (IAM) Solution** in conformity with the said tender documents for the sum of *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to **10%** percent of the Contract Price for the due performance of the Contract , in the form prescribed by KRA .
4. We agree to abide by this Tender for a period of **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.....	
	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			
	Citizenship Details.....			
Part 2 (b) Partnership				
2b.1	Given details of Partners as follows:			
2b.2	<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>
	1.....			
			
	2.....			
			
	3.....			
			
	4.....			
			
Part 2 (c) – Registered Company				
2c.1	Private or Public			
2c.2	State the Nominal and Issued Capital of Company-			
	Nominal KSHS.			
	Issued KSHS.			
2c.3	Given details of all Directors as follows			
	<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>

- 1.....
.....
2.
.....
.....
3.
.....
.....
4.
.....
.....
- 5
.....
.....

Part 3 – Eligibility Status

- 3.1 Are you related to an Employee, Committee Member or Board Member of Kenya Revenue Authority? Yes _____ No _____
- 3.2 If answer in '3.1' is **YES** give the relationship.
.....
.....
.....
- 3.3 Does an Employee, Committee Member, Board Member of Kenya Revenue Authority sit in the Board of Directors or Management of your Organization, Subsidiaries or Joint Ventures? Yes _____ No _____
- 3.4 If answer in '3.3' above is **YES** give details.
.....
.....
.....
.....
.....
- 3.5 Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by Kenya Revenue Authority to provide consulting services for preparation of design, specifications and other documents to be used for procurement of the goods under this invitation? Yes _____ No _____
- 3.6 If answer in '3.5' above is **YES** give details.
.....
.....
.....
.....
.....
- 3.7 Are you under a declaration of ineligibility for corrupt and fraudulent practices? YES _____ No _____
- 3.8 If answer in '3.7' above is **YES** give details:
.....
.....

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

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

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

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

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

Date..... Signature of Candidate

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

8.3 TENDER SECURITY FORM

Whereas[name of the tenderer]

(hereinafter called “the tenderer”)has submitted its tender dated.....[date of submission of tender] for the provision of

[name and/or description of the services]

(hereinafter called “the Tenderer”).....

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

Of.....having registered office at

[name of KRA](hereinafter called “the Bank”)are bound unto.....

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

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

THE CONDITIONS of this obligation are:

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

(a) fails or refuses to execute the Contract Form, if required; or

(b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

we undertake to pay to the KRA up to the above amount upon receipt of its first written demand, without the KRA having to substantiate its demand, provided that in its demand the KRA will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

8.4 CONTRACT FORM

<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/NCB-027/2020-2021 Supply, Delivery, Designing, Implementation, Commissioning, Maintenance and Support of Integrated Enterprise Identity and Access Management (IAM) Solution. and has accepted a tender by the Tenderer for Supply, Delivery and Implementation of an Integrated Multi-Factor Authentication Solution with Identity and Access Management, Risk Based Authentication, Single Sign-On and Self Service Capabilities 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</p>

other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _____ the 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
Facsimile: +254-020-215809**

FOR: Commissioner-General